

Disclaimer: This document is a sample copy of the *Employment Services Contract 2006-2009*. This copy is provided only for your information and as a guide. If you have entered into a contract with DEEWR, you must rely on the original signed contract and any contract variations you have entered into. You should seek your own legal advice, if required. While DEEWR has exercised reasonable care in publishing this document, DEEWR makes no representation, express or implied, as to the accuracy of the document or the applicability of the document to you or your circumstances. You should note that you may or may not have executed the contract, or any subsequent contract variations to it, in the particular form expressed in this document. DEEWR accepts no liability for any use of this document or any reliance placed on it.

© Commonwealth of Australia 2006

This work is copyright. You may display, print and reproduce this material in unaltered form only (retaining this notice) for your personal, non-commercial use or use within your organisation. Apart from any use as permitted under the *Copyright Act 1968*, all other rights are reserved.

All references to the former DEWR have been replaced with DEEWR throughout this Contract (as per the changes made in the General Funding Deed Variation 3) and should be read as such in this Contract.

EMPLOYMENT SERVICES FUNDING DEED 2006–2009

PART A—GENERAL CONDITIONS

- | | |
|---|---|
| 1. INTERPRETATION AND PRECEDENCE | 28. ACCESS TO PREMISES AND RECORDS |
| 2. TERM OF THIS DEED | 29. INDEMNITY |
| 3. CONDUCTING THE ACTIVITY | 30. INSURANCE |
| 4. SERVICE GUARANTEE | 31. SUBCONTRACTING |
| 5. CODE OF PRACTICE | 32. CORPORATE GOVERNANCE |
| 6. SPECIFIED PERSONNEL | 33. DEALING WITH COMPLAINTS |
| 7. PAYMENT | 34. DISPUTE RESOLUTION |
| 8. OTHER CONTRIBUTIONS AND FUNDING RECIPIENT'S CONTRIBUTIONS | 35. NO GUARANTEES BY DEEWR |
| 9. MANAGEMENT OF FUNDING | 36. SUSPENSION |
| 10. REPAYMENTS AND OFFSETTING | 37. REMEDIES |
| 11. TAXES, DUTIES AND GOVERNMENT CHARGES | 38. TERMINATION WITH COSTS |
| 12. FRAUD | 39. TERMINATION FOR DEFAULT |
| 13. ASSETS | 40. TRANSITION OUT |
| 14. REPORTING | 41. ACKNOWLEDGEMENT AND PROMOTION |
| 15. INFORMATION TECHNOLOGY | 42. CONFLICT OF INTEREST |
| 16. DELAY | 43. ASSIGNMENT AND NOVATION |
| 17. LIAISON AND COMPLIANCE | 44. JOINT AND SEVERAL LIABILITY |
| 18. EVALUATION ACTIVITIES | 45. NEGATION OF EMPLOYMENT, PARTNERSHIP AND AGENCY |
| 19. PERFORMANCE MANAGEMENT | 46. WAIVER |
| 20. INTELLECTUAL PROPERTY | 47. ENTIRE DEED, VARIATION AND SEVERANCE |
| 21. COMMONWEALTH MATERIAL | 48. APPLICABLE LAW AND JURISDICTION |
| 22. RELEASE OF INFORMATION ON FUNDING RECIPIENT'S PERFORMANCE | 49. NOTICES |
| 23. CONFIDENTIAL INFORMATION | 50. COMPLIANCE WITH LAWS AND GOVERNMENT POLICIES |
| 24. PERSONAL INFORMATION | 51. COMPLIANCE WITH THE NATIONAL CODE OF PRACTICE FOR THE CONSTRUCTION INDUSTRY |
| 25. RECORDS | |
| 26. RETENTION OF PARTICIPANT ACTIVITY RECORDS | |
| 27. ACCESS BY PARTICIPANTS AND EMPLOYERS TO RECORDS HELD BY FUNDING RECIPIENT | |
- ANNEXURE 1 DEEWR EMPLOYMENT AND RELATED SERVICES CODE OF PRACTICE**
-

INTERPRETATION AND PRECEDENCE

Defined Terms

1.1 In this Deed, unless the contrary intention appears:

‘**ABN**’ has the same meaning as it has in section 41 of the *A New Tax System (Australian Business Number) Act 1999* (Cth);

‘**Account Manager**’ means the person for the time being holding, occupying or performing the duties of the office within DEEWR, as specified in the Specific Conditions for each Programme, who has authority to receive and sign notices and written communications for DEEWR under this Deed;

‘**Activity**’ means the activity described in the Specific Conditions, which aims to fulfil one or more of the Objectives of a Programme, and includes the provision of Activity Material;

‘**Activity Generated Income**’ means any income earned or generated by the Funding Recipient from its use of the Funding or Other Contributions including:

- (a) interest earned from the investment of the Funds or Other Contributions;
- (b) the proceeds of insurance paid to the Funding Recipient to replace an Asset which exceeds the amount actually paid by the Funding Recipient to replace the Asset; and
- (c) any income received by the Funding Recipient as a result of its use of an Asset that reflects the proportion of the total cost of acquiring the Asset that was met by the Funding;

‘**Activity Material**’ means all Material:

- (a) brought into existence for the purpose of performing the Activity;
- (b) incorporated in, supplied or required to be supplied along with the Material referred to in paragraph (a) above; or
- (c) copied or derived from Material referred to in paragraphs (a) or (b);

‘**Activity Period**’ means, in relation to an Activity, the period specified in the Specific Conditions during which the Funding Recipient must provide the Activity;

‘**Activity Start Date**’ means, in relation to any Activity, the date on which that Activity commences as set out in the Specific Conditions;

‘**Acquittal Report**’ is a Report required to be submitted by the Funding Recipient in accordance with clause 14.3 of this Part A;

‘**Adjustment Note**’ has the meaning given in section 195-1 of the GST Act;

‘**Annexure**’ means any annexure to this Deed;

‘**Approved Auditor**’ means a person (but excludes any person or class of persons notified by DEEWR) who is:

- (a) registered as a company auditor under the *Corporations Act 2001* (Cth) or an appropriately qualified (as determined by DEEWR) member of the Institute of Chartered Accountants in Australia, CPA Australia or the National Institute of Accountants; and
- (b) not a principal, member, shareholder, officer, agent, subcontractor or employee of the Funding Recipient or of a related body corporate as defined in section 9 of the *Corporations Act 2001* (Cth), or the Funding Recipient's Qualified Accountant;

'Asset' means any item of tangible property which has a value of over \$5,000 inclusive of GST:

- (a) purchased, leased, created or otherwise brought into existence with use of the Funds; or
- (b) transferred, assigned or otherwise brought into the possession or control of the Funding Recipient from another party which used DEEWR Contributions to purchase, lease, create or otherwise bring that asset into existence,

but does not include Activity Material;

'Auditor-General' means the office established under the *Auditor-General Act 1997* (Cth) and includes any other entity that may, from time to time, perform the functions of that office;

'Australian Equivalent to the International Financial Reporting Standards' or **'AEIFRS'** refers to the standards of that name maintained by the Australian Accounting Standards Board created by section 226 of the *Australian Securities and Investments Commission Act 2001* (Cth);

'Australian Auditing Standards' refers to the standards made by the Auditing and Assurance Standards Board created by section 227A of the *Australian Securities and Investment Commission Act 2001* (Cth);

'Budget' refers to a budget for expenditure of the Funding, Funding Recipient Contributions and Other Contributions for the purposes of conducting the Activity or performing obligations under this Deed, as stipulated in the Specific Conditions;

'Business Day' means, in relation to the doing of any action in a place, any day other than a Saturday, Sunday, or public holiday in that place;

'Centrelink' means the Commonwealth Service Delivery Agency established by the *Commonwealth Service Delivery Agency Act 1997*;

'Change in Control' means:

- (a) subject to paragraph (b) below, in relation to a Corporation, a change in any of the following:
 - (i) the composition of the board of directors;
 - (ii) Control of more than one half of the voting rights attaching to shares in the Corporation whether due to one or a series of transactions occurring together or on different occasions; or

- (iii) Control of more than one half of the issued share capital of the Corporation, whether due to one or a series of transactions occurring together or on different occasions, excluding any part of the issued share capital which carries no right to participate beyond receipt of an amount in the distribution of either profit or capital;
- (b) in relation to a Corporation which is owned or controlled by a trustee company, any change as set out in paragraph (a) above in relation to either that Corporation or its corporate trustee;
- (c) in relation to a partnership:
 - (i) the sale or winding up or dissolution of the business by the partners;
 - (ii) the change in any 12 month period of any of the partners; or
 - (iii) the retirement, death, removal or resignation in any 12 month period of any of the partners;
- (d) in relation to an Exempt Public Authority, a change in relation to any of the following:
 - (i) the composition of the board of directors;
 - (ii) ownership of any shareholding in any share capital; or
 - (iii) the enabling legislation so far as it affects Control, if any; and
- (e) in relation to a Consortium:
 - (i) any change in the membership of the Consortium;
 - (ii) a change of the lead member of the Consortium; or
 - (iii) a Change in Control as defined in paragraphs (a) to (d) above in any member of the Consortium;

‘Code of Practice’ means the code of practice which applies to all Activities under this Deed, and which is Annexure 1 to Part A;

‘Commencement Date’ means the later of:

- (a) 1 July 2006; or
- (b) the date on which this Deed is signed by the last Party to do so;

‘Commonwealth’ means the Commonwealth of Australia, and includes officers, delegates, employees and agents of the Commonwealth of Australia;

‘Commonwealth Material’ means any Material provided by the Commonwealth to the Funding Recipient for the purposes of this Deed and Material which is copied or derived from Material so provided;

‘Complaint’ means any expression of dissatisfaction by a Participant or a potential Participant or an Employer with the Funding Recipient’s policies, procedures, employees or the quality of the services the Funding Recipient offers or provides, but does not include:

- (a) a request by a Participant or potential Participant for services, unless it is a second or further request;

- (b) a request for information or for an explanation of a policy or procedures;
or
- (c) the lodging of any appeal against a decision when this is a normal part of standard procedure or policy;

‘**Complaints Register**’ means the list of Complaints received against the Funding Recipient for each Site;

‘**Completion Date**’ means the day after the latest of the following:

- (a) the latest Activity Period end date set out in any Specific Conditions; or
- (b) the latest Transition Period end date, if any, specified in the Specific Conditions;

‘**Conflict**’ refers to a conflict of interest, or risk of a conflict of interest, or an apparent conflict of interest arising through the Funding Recipient engaging in any activity or obtaining any interest that may interfere with or restrict the Funding Recipient in performing the Activity fairly and independently;

‘**Consortium**’ means two or more entities who have entered into an arrangement for the purposes of jointly delivering the Activities, and who have appointed a lead member of the consortium with authority to act on behalf of all members of the consortium;

‘**Constitution**’ means (depending on the context):

- (a) a company’s constitution, which (where relevant) includes rules and any amendments that are part of the company’s constitution; or
- (b) in relation to any other kind of body:
 - (i) the body’s charter, rules or memorandum; or
 - (ii) any instrument or law constituting or defining the constitution of the body or governing the activities of the body or its members;

‘**Contact Person**’ means the person specified in the Specific Conditions for each Programme who has authority to receive and sign notices and written communications for the Funding Recipient under this Deed and accept any request or direction in relation to the Activity;

‘**Control**’ includes, where the context permits, the meaning given to that term in section 50AA of the *Corporations Act 2001* (Cth);

‘**Corporation**’ has the meaning given to that term in section 57A of the *Corporations Act 2001* (Cth);

‘**Deed**’ means this document and includes any Parts, Annexure(s), and any other documents attached or incorporated by reference, including Guidelines;

‘**Depreciated**’ means the amount representing the same reduced value of an Asset as calculated for income tax purposes under, and in accordance with, the *Income Tax Assessment Act 1997* (Cth), and Undepreciated has a corresponding meaning;

‘**DEEWR**’ means the Commonwealth Department of Education, Employment and Workplace Relations or such other agency or department as may

administer this Deed on behalf of the Commonwealth and, where the context so admits, includes relevant Commonwealth officers, delegates, employees and agents;

‘DEEWR Contributions’ means funding provided, or grants made, by DEEWR under any funding agreement or any other instrument or mechanism other than this Funding Deed;

‘DEEWR Customer Service Line’ means a free call telephone service which puts potential Participants, Participants and Employers in contact with a DEEWR Customer Service Officer in the State or Territory where the phone call is made, and is 1800 805 260, or such other number as notified by DEEWR from time to time;

‘DEEWR Employees’ includes:

- (a) any person authorised by DEEWR; and
- (b) any person authorised by law to undertake acts on behalf of DEEWR;

‘DEEWR IT Systems’ means DEEWR’s IT computer system accessible by a Funding Recipient, through which information is exchanged between the Funding Recipient, subcontractors, Centrelink and DEEWR in relation to Programmes;

‘Director’ means any of the following:

- (a) a person appointed to the position of a director or alternate director and acting in that capacity of a body corporate within the meaning of the *Corporations Act 2001 (Cth)* regardless of the name given to their position;
- (b) a member of the governing committee of an Incorporated Aboriginal Association under the *Aboriginal Councils and Associations Act 1976 (Cth)*;
- (c) a member of the committee of an organisation incorporated pursuant to State or Territory laws relating to the incorporation of associations;
- (d) a person who would be a director of the body corporate under paragraph (a) above if the body corporate were a body corporate within the meaning of the *Corporations Act 2001 (Cth)*;
- (e) a person who acts in the position of a director of a body corporate;
- (f) a person whose instructions or wishes the directors of a body corporate are accustomed to acting upon, and not simply because of the person’s professional capacity or business relationship with the directors or the body corporate; and
- (g) a member of the board, committee or group of persons (however described) that is responsible for managing or overseeing the affairs of the body corporate;

‘Dispose’ means to sell, licence, lease or sublease, or otherwise transfer or give up ownership or the right to occupy or use, or to enter into an agreement to do any of the preceding acts and ‘Disposal’ means the method of so disposing;

‘Employment Service Area’ or **‘ESA’** means a geographical area, within a Labour Market Region, identified in the Specific Conditions and described at www.workplace.gov.au, in which the Funding Recipient must provide the specified Services;

‘Employer’ means an employer or potential employer of a Participant, but not the Funding Recipient;

‘Exempt Public Authority’ has the meaning given to that term in section 9 of the *Corporations Act 2001 (Cth)*;

‘Existing Material’ means all Material, except Commonwealth Material, in existence prior to the Commencement Date:

- (a) incorporated in;
- (b) supplied with, or as part of; or
- (c) required to be supplied with, or as part of, the Activity Material;

‘Fees’ means any amounts payable by DEEWR under this Deed specified in the Specific Conditions to be Fees;

‘Financial Year’ means each period from 1 July to the following 30 June occurring during the Activity Period, or any part of such a period occurring at the beginning or end of the Activity Period;

‘Funds’ or **‘Funding’** means any amounts (in cash or kind) payable by DEEWR under this Deed specified in the Specific Conditions to be Funds or Funding, including Activity Generated Income, and any amounts not expressly identified as Fees;

‘Funding Recipient’ means the Funding Recipient’s officers, employees, agents, volunteers, subcontractors, its successors and assigns, and any constituent entities of its organisation and includes reference to the lead member of a Consortium contracted under this Deed, where appropriate;

‘Funding Recipient’s Contributions’ means the financial or in-kind resources (with in-kind resources valued at cost), other than the Funding or Other Contributions, which are specified in the Specific Conditions and are used by the Funding Recipient for the Activity;

‘GST’ has the meaning given in section 195-1 of the GST Act;

‘GST Act’ means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*;

‘Guidelines’ refers to the guidelines for a Programme, if any, as described in the Specific Conditions, and as amended from time to time by DEEWR and notified to the Funding Recipient;

‘Indigenous Australian’ means a person identified as such on DEEWR’s information systems and who is of Aboriginal or Torres Strait Islander descent who identifies as an Aboriginal or Torres Strait Islander person, and is accepted as such in the community in which the person lives or has lived;

‘Input Tax Credit’ has the meaning given in section 195-1 of the GST Act;

‘Intellectual Property Rights’ includes:

- (a) all copyright (including rights in relation to phonograms and broadcasts);
- (b) all rights in relation to inventions, plant varieties, trademarks (including service marks), designs, circuit layouts; and
- (c) all other rights resulting from intellectual Activity in the industrial, scientific, literary or artistic fields,

but does not include:

- (d) Moral Rights;
- (e) the rights of performers; or
- (f) rights in relation to confidential information;

‘Interest’ means interest calculated at an interest rate equal to the 90 day bank-accepted bill rate (available from the Reserve Bank of Australia) less 10 basis points on a daily compounding basis;

‘JCA Provider’ means a person, organisation or Commonwealth agency contracted by the Commonwealth Department of Human Services to conduct a JCA;

‘Job Capacity Assessment’ or **‘JCA’** means a holistic assessment of a Participant’s participation barriers and current work capacity, and the nature of interventions and assistance needed to improve the Participant’s current and future work capacity, undertaken by a provider contracted by the Commonwealth Department of Human Services for this purpose;

‘JobSearch’ means the Australian JobSearch (JobSearch) database owned and maintained by DEEWR containing job information which is accessible by touch-screen kiosks and the internet;

‘Key Performance Indicators’ or **‘KPIs’** means the indicators so described and set out in the Specific Conditions for a Programme or as notified to the Funding Recipient by DEEWR from time to time;

‘Labour Market Region’ or **‘LMR’** means one of 19 geographical areas, each containing a number of ESAs as set out at www.workplace.gov.au;

‘Material’ includes documents, equipment, software (including source code and object code versions), goods, information, and data stored by any means including all copies and extracts of the same;

‘Material Subcontractor’ means any subcontractor of the Funding Recipient’s subcontracted to perform a substantial part (as determined by DEEWR) of the Activity;

‘Milestone’ means a stage of completion of the Activity as set out in the Specific Conditions;

‘Moral Rights’ includes the following rights of an author of copyright Material:

- (a) the right of attribution of authorship;
- (b) the right of integrity of authorship; and

(c) the right not to have authorship falsely attributed;

‘**Newstart Allowance**’ has the meaning given to that term by the *Social Security Act 1991 (Cth)*;

‘**Objectives**’ means a Programme’s objectives described in the Specific Conditions, which are the agreed results the Funding Recipient must achieve;

‘**Ombudsman**’ means the Commonwealth Ombudsman established under the *Ombudsman Act 1976 (Cth)* and includes any other entity that may, from time to time, perform the functions of the Commonwealth Ombudsman;

‘**Other Contributions**’ means financial or in-kind resources (with in-kind resources valued at cost) other than the Funding or the Funding Recipient’s Contributions, which are specified in the Specific Conditions and are used by the Funding Recipient for the Activity;

‘**Parenting Payment**’ has the meaning given to that term by the *Social Security Act 1991 (Cth)*;

‘**Part**’ or ‘**Parts**’ refers to a part of this Deed and may include schedules, attachments and documents incorporated by reference;

‘**Participant**’ means any person who is eligible (as defined in the Specific Conditions) to participate in a Programme, following the person’s commencement in the Programme;

‘**Participant Activity Records**’ includes documents (and documents associated with the Complaints Register), information and data stored by any means and all copies and extracts of the same about a Participant, that are directly created for the purposes of conducting an Activity;

‘**Party**’ means a party to this Deed;

‘**Performance Benchmark**’ means a target level of performance against one or more Key Performance Indicators, as set out in the Specific Conditions or as notified to the Funding Recipient by DEEWR from time to time;

‘**Performance Period**’ means each six-monthly period commencing from the Activity Start Date or such other period set out in the Specific Conditions;

‘**Performance Review**’ means the review carried out by DEEWR following each Performance Period, at which the Funding Recipient’s performance for that Performance Period is reviewed;

‘**Personal Information**’ has the same meaning as under section 6 of the Privacy Act, which currently is information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion;

‘**Principles**’ means the principles of a Programme, if any, as described in the Specific Conditions;

‘**Privacy Act**’ means the *Privacy Act 1988 (Cth)*;

‘Privacy Commissioner’ means the Office of the Privacy Commissioner established under the *Privacy Act* and includes any other entity that may, from time to time, perform the functions of that Office;

‘Programme’ means the part of DEEWR’s operations specified in the Specific Conditions under which DEEWR is able to provide the Funding to the Funding Recipient;

‘Progress Report’ is a Report required to be submitted by the Funding Recipient in accordance with clauses 14.1 and 14.2 of this Part A;

‘Qualified Accountant’ means a person who is an appropriately qualified (as determined by DEEWR, if necessary) member of the Institute of Chartered Accountants in Australia, CPA Australia or the National Institute of Accountants;

‘Records’ includes documents, information and data stored by any means and all copies and extracts of the same;

‘Records Management Instructions’ means the instructions provided by DEEWR from time to time in relation to the management and disposal of Records;

‘Report’ means Activity Material that is provided to DEEWR for the purposes of reporting on the Activities as stipulated in this Deed and the Specific Conditions;

‘Service Guarantee’ means the minimum service standards for a particular Programme, which are set out in schedules in the Specific Conditions;

‘Site’ means the one or more physical locations in an ESA specified in the relevant Specific Conditions at which the Funding Recipient must conduct the Activity in relation to a Programme;

‘Social Security Appeals Process’ means reviews and appeals of decisions made under the *Social Security Act 1991* or *Social Security (Administration) Act 1999*;

‘Specific Conditions’ means those terms and conditions, other than in Part A (General Conditions) and the Annexure(s), which are set out in the separate Parts of this Deed for each Programme for which the Funding Recipient is funded by DEEWR;

‘Specified Personnel’ means the people (whether the Funding Recipient’s officers, employees or subcontractors), specified in the Specific Conditions as personnel required to undertake the Activity or any part of the work constituting the Activity;

‘Tax Invoice’ has the meaning given in section 195-1 of the GST Act;

‘Taxable Supply’ has the meaning given in section 195-1 of the GST Act;

‘Term of this Deed’ refers to the period described in clause 2.1;

‘Transition Period’ in relation to any Activity means a period commencing immediately after the Activity Period, during which the Funding Recipient

must continue to conduct the Activity subject to the limitations expressed in the relevant Specific Conditions;

‘**Unemployment Allowance**’ means Newstart Allowance or Youth Allowance or any other allowance paid to a person under the provisions of the *Social Security Act 1991* (Cth); and

‘**Youth Allowance**’ has the meaning given to that term by the *Social Security Act 1991* (Cth).

Rules of interpretation

- 1.2 In this Part A (General Conditions), and applicable Parts, certain words and phrases have defined meanings. These words are indicated by having their first letters capitalised. All other words have their natural and ordinary meaning.
- 1.3 Unless the contrary intention appears:
 - (a) the definitions set out in clause 1.1 of this Part A apply to the whole of the Deed; and
 - (b) the definitions set out in any Specific Conditions apply only to those particular Specific Conditions.
- 1.4 The Parts (including their schedules), Annexure(s), any attachments and any documents incorporated by reference (including the Guidelines) form part of this Deed.
- 1.5 In this Deed, unless the contrary intention appears:
 - (a) words in the singular include the plural and vice versa;
 - (b) words importing a gender include any other gender;
 - (c) a reference to a person includes a partnership and a body whether corporate or otherwise;
 - (d) clause headings or words in bold format are inserted for convenience only, and have no effect in limiting or extending the language of provisions;
 - (e) all references to clauses are to clauses in this Deed;
 - (f) all references to dollars are to Australian dollars;
 - (g) a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
 - (h) a reference to an Item is to an Item in a schedule to the Specific Conditions;
 - (i) any uncertainty or ambiguity in the meaning of a provision of this Deed will not be interpreted against a Party just because that Party prepared the provision;
 - (j) reference to internet sites includes those sites as amended from time to time; and

- (k) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

Precedence

- 1.6 Unless the contrary intention appears, if there is any conflict or inconsistency between any part of:
 - (a) Part A (General Conditions);
 - (b) the Annexure(s);
 - (c) the Specific Conditions (excluding the schedules in the Specific Conditions);
 - (d) the schedules in the Specific Conditions;
 - (e) any other attachments;
 - (f) documents incorporated by reference, including the Guidelines, if any,
 - (g) then the material mentioned in any one of paragraphs (a) to (f) above has precedence over material mentioned in a subsequent paragraph, to the extent of any conflict or inconsistency.

2. TERM OF THIS DEED

Duration of term

- 2.1 This Deed commences on the Commencement Date and, unless terminated earlier, expires on the Completion Date.
- 2.2 The Funding Recipient must provide the Activities during the Activity Periods and any Transition Periods, as set out in the relevant Specific Conditions.

DEEWR's option to extend Activity Periods

- 2.3 Subject to any contrary stipulation in the Specific Conditions, DEEWR may, at its sole option, extend the Activity Period for one or more Activities, for one or more periods of time up to a total of three years, by giving notice to the Funding Recipient not less than 20 Business Days prior to end of the Activity Period for the relevant Activity ('Extended Activity Periods'). Where DEEWR extends one or more Activity Periods, the Funds and Fees payable, and the Funding Recipient's business levels and/or market share during the Extended Activity Periods will be as agreed between the Parties.
- 2.4 If DEEWR exercises its rights under clause 2.3 and extends one or more Activity Periods, DEEWR's notice under clause 2.3 will set out:
 - (a) the exact duration of the Extended Activity Periods; and
 - (b) which Activities the Funding Recipient must provide in the Extended Activity Periods.
- 2.5 For the avoidance of doubt, when DEEWR extends one or more of the Activity Periods under clause 2.3:

- (a) Part A; and
 - (b) the Specific Conditions relevant to that Activity,
- continue to apply to that Activity for the Extended Activity Periods.

Transition Period

- 2.6 If the Specific Conditions set out a Transition Period for an Activity:
- (a) the Funding Recipient must ensure that any Activity that was commenced during the Activity Period is finalised by the end of the Transition Period;
 - (b) the Funding Recipient must continue to conduct that Activity during the Transition Period, subject to the limitations expressed in the relevant Specific Conditions; and
 - (c) Part A and the relevant Specific Conditions for that Activity will continue to apply to both Parties until the end of that Transition Period.
- 2.7 Subject to clause 2.9 and other provisions specified in the Specific Conditions as surviving, no obligations under the relevant Specific Conditions will continue to be operative after the end of the relevant Transition Period.
- 2.8 If DEEWR exercises its rights to extend one or more Activity Periods under clause 2.3, clause 2.6 applies as if the relevant Transition Period commenced immediately after the conclusion of the Extended Activity Periods.

Survival

- 2.9 The operation of clauses 9 [Management of Funding], 10 [Repayments and Offsetting], 13 [Assets], 14 [Reporting], 18 [Evaluation Activities], 20 [Intellectual Property], 21 [Commonwealth Material], 22 [Release of Information on Funding Recipient's Performance], 23 [Confidential Information], 24 [Personal Information], 25 [Records], 26 [Retention of Participant's Activity Records], 29 [Indemnity], 30 [Insurance], 34 [Dispute Resolution], 40 [Transition Out], 41 [Acknowledgement and Promotion], 48 [Applicable Law and Jurisdiction] and any other provisions specified in the Specific Conditions as surviving, survive the expiration or earlier termination of this Deed.
- 2.10 Clause 28 [Access to Premises and Records] applies during this Deed and for 7 years from the Completion Date.

3. CONDUCTING THE ACTIVITY

Manner for Conducting the Activity

- 3.1 The Funding Recipient must carry out the Activity within the Activity Period, in accordance with this Deed (including any applicable conditions set out in the Specific Conditions, Principles, Objectives and Guidelines), diligently, effectively and to a high professional standard.

- 3.2 The Funding Recipient must conduct the Activity in a manner which achieves optimum performance when measured against the Key Performance Indicators for a Programme.
- 3.3 Without limiting clauses 3.1 and 3.2, the Funding Recipient must:
- (a) comply with any reasonable direction or request for information made by DEEWR;
 - (b) comply with the conditions set out in the Specific Conditions; and
 - (c) act at all times ethically and in good faith towards DEEWR in the performance of this Deed to maintain the reputation and integrity of the Activity and the Commonwealth, acknowledging that an unethical manner constitutes any practice that falsely manipulates outcomes, the performance model or Activity to maximise the payments to the Funding Recipient.
- 3.4 The Funding Recipient must not act in such a way or accept any Other Contributions that may bring the Programmes into disrepute.
- 3.5 For the avoidance of doubt, no right or obligation arising from this Deed is to be read or understood as limiting the Funding Recipient's rights to enter into public debate or criticism of the Australian Government, its agencies, employees, servants or agents.

4. SERVICE GUARANTEE

- 4.1 The Funding Recipient must conduct the Activity at or above the minimum standards set by the Service Guarantee for a Programme.
- 4.2 The Funding Recipient must prominently display in its offices and Sites and make available to potential Participants and Participants, promotional Material made available by DEEWR on the Service Guarantee for a Programme.
- 4.3 Where, in DEEWR's view, the Funding Recipient has not conducted the Activity in accordance with the Service Guarantee for a Programme, DEEWR may require the Funding Recipient by providing notice in writing to remedy the breach within a period of time specified by DEEWR.
- 4.4 If, following a notification given under clause 4.3, the Funding Recipient fails to remedy the breach within the time specified by DEEWR, DEEWR may, at its absolute discretion:
- (a) take action under clause 37 [Remedies]; or
 - (b) immediately terminate this Deed without the need to provide notice to the Funding Recipient and clauses 39.2 and 39.3 apply as if the Deed was terminated under clause 39 [Termination for Default].

5. CODE OF PRACTICE

Compliance with the Code of Practice

- 5.1 In conducting the Activity, the Funding Recipient must comply with the principles and service standards set out in the Code of Practice.
- 5.2 The Funding Recipient must prominently display, and make available to Participants and to Employers, promotional Material made available by DEEWR on the Code of Practice.

Breach of the Code of Practice

- 5.3 A breach of the Code of Practice will occur, but is not limited to, when the Funding Recipient:
 - (a) fails to conduct the Activity in the manner specified in the Code of Practice;
 - (b) is the subject of a serious Complaint, or a series of similar Complaints in relation to the Code of Practice, which the Funding Recipient has not actively taken steps to resolve and, where relevant, ensure does not re-occur;
 - (c) does not, when approached by DEEWR, actively assist in negotiating a resolution to a Complaint; or
 - (d) does not, when approached by DEEWR, actively assist other authorities in negotiating a resolution to a Complaint, where the Participant or Employer has chosen to utilise other legislative complaints mechanisms.
- 5.4 DEEWR may notify the Funding Recipient of suspected breaches of the Code of Practice. Once a breach is notified, the Funding Recipient must remedy the breach within the time specified in the notice and report the solution to DEEWR.
- 5.5 If a breach of the Code of Practice is not remedied within the time specified in the notice under clause 5.4, DEEWR may:
 - (a) take action under clause 37 [Remedies]; or
 - (b) immediately terminate this Deed without the need to provide notice to the Funding Recipient and clauses 39.2 and 39.3 apply as if the Deed was terminated under clause 39 [Termination for Default].

6. SPECIFIED PERSONNEL

Use of Specified Personnel

- 6.1 The Funding Recipient must ensure that the Specified Personnel, if any, listed in the Specific Conditions are used to conduct the Activity and that those persons do so in accordance with the terms of this Deed.

Replacement personnel

- 6.2 Where Specified Personnel are unable to undertake work in respect of the Activity, the Funding Recipient must notify DEEWR immediately. The Funding Recipient must, if notified by DEEWR, provide replacement personnel acceptable to DEEWR without additional payment and at the earliest opportunity.

Removal of personnel

- 6.3 DEEWR may give notice on reasonable grounds related to performance of the Activity requiring the Funding Recipient to remove personnel (including Specified Personnel) from work in respect of the Activity. The Funding Recipient must, at its own cost, promptly arrange for the removal of such personnel from work in respect of the Activity and their replacement with personnel acceptable to DEEWR.

Provision of replacement personnel

- 6.4 If the Funding Recipient is unable to provide replacement personnel who are acceptable to DEEWR, DEEWR may terminate this Deed in accordance with the provisions of clause 39 [Termination for Default].

7. PAYMENT

Making of payment

- 7.1 Payments under this Deed are comprised of Funds or Fees or both. Subject to sufficient Funds or Fees being available for a Programme, and compliance by the Funding Recipient with this Deed to DEEWR's satisfaction, DEEWR will provide the Funding Recipient with the Funds and Fees at the times and in the manner specified in the Specific Conditions.
- 7.2 It is a precondition of the Funding Recipient's entitlement to the Funds and Fees under this Deed, that it:
- (a) has, at the time it makes a claim for a payment, sufficient documentary evidence, in a form as may be required by DEEWR from time to time, that is sufficient to provide proof that the Funding Recipient has delivered the Activity in accordance with this Deed;
 - (b) has a valid ABN;
 - (c) immediately notifies DEEWR if it ceases to have a valid ABN;
 - (d) correctly quotes its ABN on all documentation provided to DEEWR;
 - (e) supplies proof of its GST registration, if requested by DEEWR; and
 - (f) immediately notifies DEEWR of any changes to its GST status.
- 7.3 The Funding Recipient must submit Tax Invoices to DEEWR for payment, if required by, and in accordance with, the manner set out in the Specific Conditions.

DEEWR may request the Funding Recipient's evidence to support its claim for payment

- 7.4 The Funding Recipient must retain sufficient documentary evidence to support its claim for payment under this Deed for such period as is required by clause 25.3.
- 7.5 The Funding Recipient must, if requested by DEEWR to do so, provide to DEEWR documentary evidence to support a claim by the Funding Recipient for payment under this Deed within 10 Business Days of DEEWR's request.
- 7.6 If:
- (a) the Funding Recipient does not comply with a request by DEEWR under clause 7.5; and
 - (b) DEEWR has already paid the Funding Recipient in relation to the claim for payment,

then that payment amount becomes a debt due to DEEWR in accordance with clause 10, until such time DEEWR, in its absolute discretion, is satisfied with the documentary evidence that supports the Funding Recipient's claims for payment.

Overpayment

- 7.7 If, at any time, an overpayment occurs, including where a Tax Invoice is found to have been incorrectly rendered after payment, then this amount is a debt owed to DEEWR, which:
- (a) must be repaid to DEEWR; or
 - (b) DEEWR may offset or deduct, in accordance with clause 10.

No additional Fees or Funds

- 7.8 DEEWR is not responsible for the provision of any additional money to meet any expenditure by the Funding Recipient in excess of the Fees or the Funds.

No Double Payments

- 7.9 The Funding Recipient acknowledges it is not entitled to payments from other Commonwealth sources or State, Territory or local government bodies for undertaking the Activity. DEEWR may require the Funding Recipient to provide evidence, in a form acceptable to DEEWR, that evidences proof that the Funding Recipient is not entitled to a payment for the provision of the same or similar service from DEEWR or another Commonwealth, State, Territory or local government body for the same Participant or the same Activity.
- 7.10 If DEEWR determines, in its absolute discretion, that the Funding Recipient is entitled to a payment for the provision of the same or similar service from DEEWR or another Commonwealth, state, territory or local government body, DEEWR may:

- (a) make the payments of Funds or Fees;
- (b) decide not to make the payments of Funds or Fees; or
- (c) issue Guidelines setting out the circumstances where DEEWR will or will not make the payments of Funds or Fees.

No Charges To Participants

- 7.11 Unless otherwise expressly agreed in writing, the Funding Recipient must not demand or receive any payment or any other consideration either directly or indirectly from any Participant for, or in connection with, the Activity.

DEEWR may vary the Funding, Fees and Participants

- 7.12 DEEWR may vary the payments under this Deed, the number of Participants allocated to the Funding Recipient and/or the Funding Recipient's business levels for all or part of the Activity Period at any time by giving notice, based on DEEWR's assessment of projected changes to labour market conditions in an ESA or LMR (including past and/or future projected Participant demand), or any other reason as determined by DEEWR in its absolute discretion.

8. OTHER CONTRIBUTIONS AND FUNDING RECIPIENT'S CONTRIBUTIONS

Evidence of Other Contributions

- 8.1 The Funding Recipient must provide Funding Recipient Contributions for the Activity if specified in the Specific Conditions. Funding Recipient's Contributions must not include any amount that has been provided to the Funding Recipient by a Commonwealth, State or Territory department or agency or local government.
- 8.2 Unless otherwise specified in the Specific Conditions, it is a condition precedent to the payment of Funds under this Deed that:
- (a) the Funding Recipient ensures that the persons (if any) identified in the Specific Conditions provide DEEWR with satisfactory written undertakings that they will provide the Other Contributions, including the amounts to be provided, the due dates for each of these amounts and the terms and conditions of the provision of the Other Contributions; and
 - (b) the basis on which these Other Contributions are to be provided is satisfactory to DEEWR.
- 8.3 The written undertakings required by clause 8.2(a) must be provided to DEEWR within 10 Business Days of the Commencement Date, failing which DEEWR may terminate this Deed in accordance with clause 39 [Termination for Default].
- 8.4 If the Funding Recipient is not able to obtain Other Contributions or obtain them in time to enable completion of the Activity, then DEEWR may:

- (a) suspend payment of the entire Funds or an instalment of the Funds (as the case may be) until the Other Contributions are received; or
 - (b) terminate this Deed in accordance with clause 39 [Termination for Default].
- 8.5 Nothing in this clause 8 derogates from the Funding Recipient's obligation to perform the Activity in accordance with this Deed.
- 8.6 The Funding Recipient must notify DEEWR within 10 Business Days of entering into any arrangement (whether contractual or statutory) under which it is entitled to receive any additional monetary or in-kind contributions in respect of the Activity that are not identified as Other Contributions in the Specific Conditions. Any such additional contribution that the Funding Recipient becomes entitled to receive after the Commencement Date constitutes Other Contributions for the purposes of this Deed (and the Specific Conditions are deemed to be varied accordingly) on the date on which the Funding Recipient notifies DEEWR of that contribution under this clause 8.6.

9. MANAGEMENT OF FUNDING

Use and management of the Funding

- 9.1 The Funding Recipient must only spend the Funds:
- (a) for the purposes of the Activity;
 - (b) in accordance with this Deed; and
 - (c) in accordance with the Budget, if any, for a Programme.

Payments to Third Parties

- 9.2 The Funding Recipient must do all things necessary to ensure that all payments from the Funds that it makes to third parties (including subcontractors) are correctly made and properly authorised and that the Funding Recipient maintains proper and diligent control over the incurring of all liabilities.

Keeping of Funds

- 9.3 Subject to the Specific Conditions, the Funding Recipient must:
- (a) ensure that the Funds held for each Programme are held in separate accounts in the Funding Recipient's name, and which the Funding Recipient solely controls, with an authorised deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on banking business in Australia;
 - (b) ensure that an account referred to in paragraph (a) above is:
 - (i) established solely for the purposes of accounting for, and administering, any Funding provided by DEEWR to the Funding Recipient under this Deed;

- (ii) an account that bears a rate of interest reasonably required by DEEWR; and
- (iii) separate from the Funding Recipient's other operational accounts;
- (c) notify DEEWR, prior to the receipt of any Funds, of details sufficient to identify the accounts;
- (d) provide DEEWR and the authorised deposit-taking institution with a written authority for DEEWR to obtain any details relating to any use of the accounts;
- (e) if the accounts change, notify DEEWR within 10 Business Days of the change occurring, provide DEEWR with the details of the new accounts, and comply with paragraphs 9.3(a) and (d) above in respect to the new accounts;
- (f) unless the Funding Recipient is a sole director company or an individual, ensure that as a minimum, two signatories, who have the Funding Recipient's authority to do so, are required to operate the accounts; and
- (g) identify the receipt and expenditure of the Funds separately within its accounts and Records so that at all times the Funds are identifiable and ascertainable.

Financial Records

9.4 [Reserved]

Use as security

9.5 Except with DEEWR's prior written approval, the Funding Recipient must not use any of the following as any form of security for the purpose of obtaining or complying with any form of loan, credit, payment or other interest or for the preparation of, or for the purposes of, any litigation:

- (a) the Funds;
- (b) this Deed or any of DEEWR's obligations under this Deed;
- (c) any Assets; or
- (d) Intellectual Property Rights in Activity Material.

Use of Interest on Funding

9.6 Any money earned by the Funding Recipient as interest on the Funding must be used and dealt with by the Funding Recipient as if the money earned was part of the Funding.

Mismanagement of Funds

9.7 If, at any time during the Term of this Deed, DEEWR determines, at its absolute discretion, that the Funding Recipient does not have the capacity to adequately manage the Funding, DEEWR may, on providing the Funding Recipient with notice of its determination, immediately suspend, reduce or cease entirely the release of Funding to the Funding Recipient, and the

Funding Recipient must refund the Funding to DEEWR upon demand and in accordance with DEEWR's directions.

- 9.8 If, at any time during the Term of this Deed, DEEWR determines, at its absolute discretion, that an amount of Funding:
- (a) has not been spent or legally committed for expenditure in accordance with this Deed; or
 - (b) has not been acquitted in accordance with this Deed,
- then the relevant amount of Funding must be:
- (c) refunded by the Funding Recipient to DEEWR within 20 Business Days of notice from DEEWR of its determination; or
 - (d) otherwise dealt with as notified by DEEWR.

Unexpended Funds

- 9.9 Subject to the Specific Conditions, if at the Completion Date or earlier termination of this Deed, the Funding Recipient has remaining Funds (which does not include those Funds legally committed for expenditure in accordance with this Deed and which fall due for payment thereafter), the Funding Recipient must seek DEEWR's written consent to retain the Funds and use them for purposes agreed by DEEWR.
- 9.10 If DEEWR does not agree to the Funding Recipient retaining the Funds under clause 9.9, the Funding Recipient must refund the Funds to DEEWR within 30 calendar days of DEEWR's notice requiring the same, and if the Funds are not repaid accordingly, Interest will accrue and be payable, unless DEEWR notifies otherwise, on the amount outstanding after the expiry of the 30 calendar days, until the amount is paid in full.
- 9.11 For the avoidance of doubt, the Parties acknowledge and agree that the Funding is not 'public money' for the purposes of the *Financial Management and Accountability Act 1997* (Cth).

10. REPAYMENTS AND OFFSETTING

Repayment and Interest

- 10.1 Any amount owed to DEEWR, or which DEEWR is entitled to recover, under this Deed, including any Interest, will, without prejudice to any other rights available to DEEWR under this Deed, under statute, at law or in equity, be recoverable by DEEWR, at its absolute discretion, as a debt due to DEEWR by the Funding Recipient without further proof of the debt by DEEWR being necessary.
- 10.2 Subject to contrary stipulation, where any debt is owed to DEEWR, unless DEEWR notifies otherwise, Interest accrues on that debt if it is not repaid within 30 calendar days of receipt of a notice requiring payment from DEEWR

or the due date for the payment, whichever is the earlier, until the amount is paid in full.

- 10.3 In respect of any obligation the Funding Recipient may have under this Deed to pay DEEWR Interest, the Funding Recipient agrees that the Interest represents a reasonable pre-estimate of the loss incurred by DEEWR.

Offsetting

- 10.4 Without limiting DEEWR's rights under this Deed, under statute, at law or in equity, if the Funding Recipient:

- (a) owes DEEWR any payment or debt under this Deed; or
- (b) has outstanding or unacquitted money under any arrangement with DEEWR or the Commonwealth,

DEEWR may offset or deduct an amount equal to that payment or debt owed, or outstanding or unacquitted money, against any other payments due to the Funding Recipient under this Deed.

- 10.5 DEEWR will notify the Funding Recipient if it exercises its rights under clause 10.4 within 10 Business Days after having exercised those rights.
- 10.6 Notwithstanding any action taken by DEEWR under clause 10.4, the Funding Recipient must continue to perform its obligations under this Deed, unless DEEWR agrees otherwise in writing.

11. TAXES, DUTIES AND GOVERNMENT CHARGES

Amounts inclusive of GST

- 11.1 Unless expressly stated to the contrary, all dollar amounts in this Deed are inclusive of GST.

General Taxes

- 11.2 Subject to this clause 11, all taxes, duties and government charges imposed in Australia or overseas in connection with this Deed must be borne by the Funding Recipient.
- 11.3 Fees and Funds payable under this Deed include amounts on account of any GST payable by the Funding Recipient on Taxable Supplies to DEEWR.
- 11.4 Subject to the Specific Conditions indicating the contrary, the Funding Recipient must give to DEEWR a Tax Invoice for any Taxable Supply before any Fees or Funds are payable to the Funding Recipient as consideration for the Taxable Supply.
- 11.5 The Funding Recipient must not claim from DEEWR any amount for which the Funding Recipient can claim an Input Tax Credit.
- 11.6 Where any debt is repaid, including by offset under clause 10.4, an Adjustment Note must be provided to DEEWR if required by the GST Act.

12. FRAUD

Fraud Prevention

- 12.1 The Funding Recipient must take all reasonable steps to prevent fraud upon the Commonwealth, including the implementation of an appropriate fraud control plan, a copy of which must be made available to DEEWR on request.
- 12.2 If DEEWR determines that the Funding Recipient has been engaged in fraudulent activity, DEEWR may:
- (a) require the Funding Recipient to refund some or all of the payments made by DEEWR; and/or
 - (b) immediately terminate this Deed without the need to provide notice to the Funding Recipient and clauses 39.2 and 39.3 apply as if the Deed was terminated under clause 39 [Termination for Default].
- 12.3 The Funding Recipient acknowledges that under the *Criminal Code Act 1995* (Cth), offences involving fraudulent conduct against the Commonwealth are punishable by imprisonment.

13. ASSETS

Acquisition of Assets

- 13.1 The Funding Recipient must not use the Funding to acquire or create any Asset, apart from those detailed in the Specific Conditions, without obtaining DEEWR's prior written approval. Approval may be given subject to any conditions that DEEWR may impose.

Ownership of Assets

- 13.2 Unless it is set out in the Specific Conditions that DEEWR or a third party owns an Asset then, subject to this clause 13 and the terms of any relevant lease, the Funding Recipient owns any Asset acquired by the Funding Recipient with the Funding, subject to:
- (a) its continued use for the purposes of this Deed; and
 - (b) any requirement to transfer some or all of the Assets by DEEWR pursuant to this Deed.

Terms applicable to Assets

- 13.3 If DEEWR or a third party owns the Asset, clauses 13.7, 13.10 and 13.11 do not apply.
- 13.4 If the Asset is leased, the Funding Recipient must ensure that the terms of the lease are consistent with this clause 13, except for clauses 13.7, 13.10 and 13.11.

Use of Assets

- 13.5 During the Activity Period the Funding Recipient must only use any Asset in accordance with this Deed and for the purposes of the Activity.

Funding Recipient's responsibilities for Assets

- 13.6 Throughout the Term of this Deed, the Funding Recipient must:
- (a) not encumber or Dispose of any Asset, or deal with or use any Asset other than in accordance with this clause 13, without DEEWR's prior written approval;
 - (b) hold all Assets securely and safeguard them against theft, loss, damage, or unauthorised use;
 - (c) maintain all Assets in good working order;
 - (d) maintain all appropriate insurances for all Assets to their full replacement cost noting DEEWR's interest, if any, in the Asset under this Deed;
 - (e) if required by law, maintain registration and licensing of all Assets;
 - (f) be fully responsible for, and bear all risks relating to, the use or Disposal of all Assets;
 - (g) maintain an Assets register which records:
 - (i) the date of purchase;
 - (ii) purchase price;
 - (iii) Asset description;
 - (iv) Asset location;
 - (v) the proportion of the Funds used to create or acquire the Asset; and
 - (vi) (where relevant) details of Asset disposal including, but not limited to, the sale price and method of disposal; and
 - (h) as and when requested by DEEWR, provide copies of its Assets register to DEEWR.

Sale or Disposal of Asset during term

- 13.7 If the Funding Recipient Disposes of an Asset during the Term of this Deed (which must be with DEEWR's prior written consent and subject to any conditions DEEWR may impose), the greater of the following proportions must be accounted for and used as Activity Generated Income:
- (a) the proportion of the sale proceeds from the Asset; or
 - (b) the proportion of the Undepreciated value of the Asset,
- that is equivalent to the proportion of the cost of the Asset that was funded from the Funding.

Loss, damage, or destruction of Assets

- 13.8 If any of the Assets are lost, damaged or destroyed, the Funding Recipient must promptly reinstate the Assets, including from the proceeds of the

insurance, and this clause 13 continues to apply to the reinstated Assets. The proportion of any surplus from the proceeds of the insurance, which reflects the proportion of the cost of the Asset that was funded by the Funding, must be notified to DEEWR, accounted for and used as Activity Generated Income.

Dealing with Assets

- 13.9 On completion of the Activity Period or earlier termination of the Term of this Deed, the Funding Recipient must deal with an Asset as DEEWR may, at its absolute discretion, direct in writing, including transfer of that Asset to a third party.
- 13.10 Subject to clause 13.9, if, on completion of the Activity Period, or the earlier termination of this Deed, an Asset has not been fully Depreciated, the Funding Recipient must, as DEEWR may direct in writing:
- (a) pay to DEEWR within 20 Business Days after completion of the Activity or earlier termination of this Deed, an amount equal to the proportion of the Undepreciated value of the Asset that is equivalent to the proportion of the cost of the Asset that was funded from the Funding;
 - (b) sell the Asset for the best price reasonably obtainable and pay to DEEWR within 20 Business Days of the sale, the proportion of the proceeds of the sale that is equivalent to the proportion of the cost of the Asset (less an amount equal to the reasonable Disposal costs incurred by the Funding Recipient) that was funded from the Funding; or
 - (c) continue to use the Asset for the purposes, and in accordance with any conditions, notified by DEEWR.

Failure to make payment

- 13.11 If the Funding Recipient fails to make payment as required by clause 13.10:
- (a) the Funding Recipient must pay DEEWR Interest on the relevant amount from the date it was due, for the period it remains unpaid; and
 - (b) the relevant amount, and Interest owed under this clause, will, without prejudice to any other rights available to DEEWR under this Deed, under statute, at law or in equity, be recoverable by DEEWR as a debt due to DEEWR by the Funding Recipient without further proof of the debt by DEEWR being necessary.

DEEWR's approvals

- 13.12 DEEWR's approvals under clause 13.1 and clause 13.6(a) will not be unreasonably withheld. A decision as to whether an approval will be provided will be made by DEEWR within a reasonable time of the request.

14. REPORTING

Progress Reports

- 14.1 The Funding Recipient must provide to DEEWR periodic Progress Reports of its progress in undertaking the Activity in the manner specified in the Specific Conditions.
- 14.2 In relation to Funding, Progress Reports must include (but are not limited to):
- (a) financial information (together with supporting documentation), prepared by a Qualified Accountant acceptable to DEEWR, and in accordance with the Australian Equivalent of the International Financial Reporting Standards (where relevant), including:
 - (i) an income and expenditure statement for the Financial Year to date (compared with the Budget, if any, for a Programme), including all Activity Generated Income;
 - (ii) a register of the Assets created, acquired, written-off or Disposed of during the Financial Year to date (compared with the Budget, if any, for a Programme);
 - (iii) a list, and amounts, of debtors and creditors (if the financial statements are prepared on a cash basis) or the amount of accruals and pre-payments (if the financial statements are prepared on an accrual basis); and
 - (b) a statement of the balance of the Funding Recipient's account referred to in clause 9.3(a);
 - (c) a statement of how much the Funding Recipient needs to meet current liabilities under legal commitments entered into by the Funding Recipient pursuant to this Deed;
 - (d) a statement on the amount and use of the Activity Generated Income;
 - (e) copies of decisions and orders of any court or tribunal made against the Funding Recipient or involving the Funding Recipient; and
 - (f) any other requirements set out in the Specific Conditions.

Acquittal Reports

- 14.3 In relation to Funding, within 60 Business Days after:
- (a) the completion of each Financial Year in which a payment of Funding is made or used by the Funding Recipient or Other Contributions or Funding Recipient's contributions are received (except the Financial Year in which paragraph (b) below applies); and
 - (b) the expiry of the Activity Period, completion of the Activity or termination of this Deed, whichever is the earlier,
- the Funding Recipient must provide to DEEWR in writing:
- (c) audited financial statements for the entire Funding Recipient prepared in accordance with the Australian Auditing Standards, which must include

a definitive statement as to whether the financial information provided by the Funding Recipient for the Activity represents the relevant financial transactions fairly and is based on proper accounts and Records;

- (d) a statement of financial position (assets and liabilities by class), which must include, under assets, the balance of the Funding Recipient's account referred to in clause 9.3(a);
- (e) a statement of how much the Funding Recipient requires to meet current liabilities under legal commitments entered into by the Funding Recipient pursuant to this Deed;
- (f) a copy of a letter or report from the Approved Auditor including:
 - (i) specific comment on the adequacy of financial controls being maintained by the Funding Recipient;
 - (ii) specific comment on the Funding Recipient's financial position as it relates to any issues affecting its ability to repay surplus Funds or complete the Activity with available Funds;
 - (iii) specific comment on the Funding Recipient's ability to meet its taxation liabilities and any costs associated with any court or tribunal orders made against the Funding Recipient or involving the Funding Recipient;
 - (iv) specific comment on the Funding Recipient's compliance with its obligations to pay superannuation entitlements;
 - (v) where there are any qualifications or limitations on the audited financial statements referred to in clause 14.3(c), an outline of the reason(s) for the qualifications or limitations and the remedial action recommended; and
 - (vi) an itemised list of fees paid to any Directors or other officers, employees, agents, or contractors of the Funding Recipient, stating how much was paid, to whom, when and what travel costs were involved; and
- (g) any other requirements set out in the Specific Conditions or any other information required by DEEWR.

14.4 Information required to be provided under clauses 14.2 and 14.3 must be accompanied by a certificate, provided in accordance with clause 14.10, stating that:

- (a) all Funding, Other Contributions and the Funding Recipient's Contributions received were spent for the purpose of the Activity and in accordance with this Deed, and that the Funding Recipient has complied with this Deed;
- (b) salaries and allowances paid to persons involved in the Activity are in accordance with any applicable award or agreement in force under any relevant law on industrial or workplace relations;

- (c) unless the Activity Period has expired or the Deed has been terminated, the unspent portion of the Funds (if any) is available for use within the next reporting period or to be refunded to DEEWR in accordance with this Deed;
 - (d) the financial information is presented in accordance with any other financial reporting requirements DEEWR may notify to the Funding Recipient;
 - (e) where an Asset has been created or acquired with the Funds, clauses 13.6(d) and 13.6(g) have been complied with in respect to the Asset; and
 - (f) at the time the Report or financial statement is provided to DEEWR, the Funding Recipient is able to pay all of its debts as and when they fall due and the Funding Recipient has sufficient resources to discharge all of its debts at the end of the current Financial Year.
- 14.5 The Funding Recipient must also provide any other Reports that may be required by DEEWR in the Specific Conditions.

Form and content of Reports

- 14.6 The Funding Recipient must provide its Reports in accordance with the following requirements:
- (a) all Reports must be in the English language;
 - (b) all Reports must be in a form acceptable to DEEWR; and
 - (c) if, in DEEWR's opinion, either the form or the content of a Report is not adequate for DEEWR's purposes, the Funding Recipient must submit a revised Report to DEEWR's satisfaction within 20 Business Days of notice to the Funding Recipient from DEEWR.

Reports must be true and correct

- 14.7 It is a condition of this Deed that all Reports must be true and correct.

Audit and certification

- 14.8 The audited statement referred to in paragraphs 14.3(c) and the certificate referred to in clause 14.4 must also contain the requirements, if any, described in the Specific Conditions.

Use of Approved Auditor and Qualified Accountant

- 14.9 The audited statement referred to in clause 14.3(c) must be prepared by an Approved Auditor and must comply with the Australian Auditing Standards, and the statements referred to in paragraphs 14.3(c), 14.3(d) and 14.3(e) must be prepared by a Qualified Accountant acceptable to DEEWR.

Who provides certification

- 14.10 The certificate referred to in clause 14.4 must be provided:
- (a) if the Funding Recipient is an incorporated body, by its Chairperson, Chief Executive Officer, Chief Financial Officer or a person authorised

by the Funding Recipient to execute documents and legally bind the Funding Recipient by their execution. Satisfactory evidence of the said authorisation is to be provided to DEEWR before certification;

- (b) if the Funding Recipient is a partnership, by:
 - (i) a majority of the partners; or
 - (ii) by a person or persons authorised by a majority of the partners to act on behalf of the partners in accordance with the Funding Recipient's Constitution. Satisfactory evidence of the said authorisation is to be provided to DEEWR before certification;
- (c) if the Funding Recipient is a Consortium, by the Chief Executive Officer or Chief Financial Officer of the lead member of the Consortium certifying the one statement; or
- (d) if the Funding Recipient is an individual, by that individual.

14.11 The Funding Recipient should note that under section 137.1 of the *Criminal Code Act 1995* (Cth), giving false or misleading information is a serious offence.

15. INFORMATION TECHNOLOGY

- 15.1 If required by DEEWR, the Funding Recipient must conduct the Activity using DEEWR IT Systems provided by DEEWR for that purpose. DEEWR may provide training in the use of DEEWR IT Systems, by computer-assisted learning packages or otherwise. Where specified by DEEWR, the Funding Recipient's staff and subcontractors will not access or use particular DEEWR IT Systems until they have successfully completed the relevant training.
- 15.2 The Funding Recipient must ensure that a Participant's details are accurately and completely recorded on DEEWR IT Systems and that all data entered on DEEWR IT Systems is true, accurate and complete.
- 15.3 The Funding Recipient must provide information technology systems that are adequate and appropriate to access and use DEEWR IT Systems and to carry out the Funding Recipient's other obligations under this Deed.
- 15.4 The Funding Recipient's information systems and personal computers that access and use DEEWR IT Systems must be secure and have security controls in the operating system that:
 - (a) protect the data on DEEWR IT Systems from any unauthorised use by the Funding Recipient's staff and subcontractors; and
 - (b) protect the Funding Recipient's data on DEEWR IT Systems from any unauthorised use by the Funding Recipient's staff and subcontractors.
- 15.5 The Funding Recipient must take all reasonable steps to:
 - (a) keep its staff and subcontractor identity records current;

- (b) protect the information and data held by the Funding Recipient and the data on DEEWR IT Systems in connection with this Deed;
- (c) ensure that security measures such as firewall security and virus protection software are installed and maintained to safeguard the Funding Recipient's equipment and data integrity;
- (d) prevent the sharing of user identification and passwords among the Funding Recipient's staff and subcontractors by putting into place appropriate policies and procedures;
- (e) terminate staff and subcontractor access to DEEWR IT Systems immediately on staff separation or termination or expiration of the subcontracting arrangement; and
- (f) prevent unauthorised access by the Funding Recipient's staff and subcontractors to DEEWR IT Systems.

15.6 The Funding Recipient must:

- (a) comply with any standards (as notified by DEEWR from time to time) DEEWR may set in relation to the presentation of material on the Internet;
- (b) ensure that each of the Funding Recipient's staff and subcontractors who have access to DEEWR IT Systems sign appropriate security undertakings in relation to those systems;
- (c) ensure the Funding Recipient's staff and subcontractors are issued with and use their own personal user identification and password to access the DEEWR IT Systems;
- (d) nominate security contacts to use the online identity and access management tool to manage system access for the Funding Recipient's staff and subcontractors ('Security Contacts');
- (e) ensure that Security Contacts use DEEWR's online identity and access management tool to:
 - (i) obtain user identification information;
 - (ii) manage their staff and subcontractors access to DEEWR IT Systems; and
 - (iii) manage the passwords, access roles and staff and subcontractor profiles including a unique, current, valid electronic mail address for each member of staff and subcontractor;
- (f) ensure where Security Contacts use the online identity and access management tool to do the tasks in paragraphs (e)(i) - (e)(iii) above, that the Security Contacts provide authorisation in the form of their user identification and a DEEWR provided smart token device; and
- (g) comply with the "DEEWR System Security Policy for External Users" as notified to the Funding Recipient from time to time.

- 15.7 Where the Funding Recipient accesses and uses DEEWR IT Systems, DEEWR recommends that, as a minimum, the Funding Recipient install Microsoft Windows XP Professional Edition as the base configuration for personal computer operating systems. If the Funding Recipient proposes that an alternative system can deliver the same level of security controls and functionality, the Funding Recipient may request approval from DEEWR to use the alternative system.
- 15.8 The Funding Recipient is responsible for all costs of meeting its obligations under this clause 15, including:
- (a) the purchase and installation of any hardware, software or other equipment;
 - (b) telecommunications and internet service provider charges (including cost of calls to the DEEWR help desk);
 - (c) the costs associated with any alternative network solution proposed by the Funding Recipient; and
 - (d) costs of completing training programmes and packages provided by DEEWR.
- 15.9 DEEWR reserves the right to introduce other forms of authentication technology during the Term of this Deed. If DEEWR introduces other forms of authentication technology during the Term of this Deed, DEEWR will provide the Funding Recipient with 180 calendar days notice.

16. DELAY

Obligation to minimise

- 16.1 The Funding Recipient must take all reasonable steps to minimise delay in meeting its obligations under this Deed.

Notification of delay

- 16.2 If the Funding Recipient becomes aware that the Funding Recipient will be delayed in meeting its obligations under this Deed, the Funding Recipient must immediately notify DEEWR of the cause and nature of the delay. The Funding Recipient must detail in the notice the steps the Funding Recipient will take to limit the delay.

Action on delay

- 16.3 If the Funding Recipient does not notify DEEWR of any such delay in accordance with clause 16.2 or on receipt of a notice of delay, DEEWR may, at its absolute discretion:
- (a) notify the Funding Recipient of a period of extension to meet its obligations under this Deed, and vary this Deed accordingly, if required;
 - (b) take action under clause 37 [Remedies];
 - (c) terminate this Deed under clause 39 [Termination for Default]; or

- (d) take such other steps as are available under this Deed, under statute, at law or in equity.

Compliance with timeframe

- 16.4 Unless DEEWR takes action under clause 16.3, the Funding Recipient must comply with the time frame for meeting its obligations as set out in this Deed.

17. LIAISON AND COMPLIANCE

- 17.1 The Funding Recipient must:
- (a) liaise with and provide information to DEEWR as reasonably requested by DEEWR;
 - (b) comply with all DEEWR's reasonable requests, directions, or monitoring requirements; and
 - (c) ensure that it has a valid electronic mail address for the Contact Person, for each member of its staff, for each of its Sites and premises and for any of its subcontractors so as to facilitate the day to day management of the Activity and communication between it and DEEWR.
- 17.2 DEEWR and the Funding Recipient may respectively nominate, from time to time, an Account Manager and a Contact Person.
- 17.3 The day to day management of, and communication under, this Deed:
- (a) will be handled by the Account Manager and the Contact Person or their delegates; and
 - (b) can be undertaken by the Account Manager and the Contact Person or their delegates by means of electronic mail.
- 17.4 The Funding Recipient must provide all reasonable assistance to the Commonwealth in relation to the Social Security Appeals Process including ensuring the availability of its officers, employees, agents, volunteers and subcontractors for hearings and to provide witness or other statements as appropriate.

18. EVALUATION ACTIVITIES

- 18.1 The Funding Recipient agrees:
- (a) that evaluation activities may be undertaken by DEEWR for the purposes of evaluating an Activity or Programme;
 - (b) that all evaluation activities will be conducted in a mutually cooperative manner, and may include, but are not limited to:
 - (i) DEEWR monitoring, measuring and evaluating the Funding Recipient's conduct of the Activity;
 - (ii) the Funding Recipient being interviewed by DEEWR or an independent evaluator nominated by DEEWR; and

- (iii) the Funding Recipient giving DEEWR or DEEWR's evaluator access to the Funding Recipient's premises and records in accordance with clause 28 [Access to Premises and Records];
- (c) to assist DEEWR or DEEWR's evaluator in carrying out these and any other evaluation activities which DEEWR requires to be undertaken, including a review and final evaluation of an Activity or Programme; and
- (d) to fully cooperate and participate in any other general research, monitoring or evaluation activities undertaken by DEEWR, or on behalf of DEEWR.

19. PERFORMANCE MANAGEMENT

- 19.1 DEEWR will monitor, measure and evaluate the Funding Recipient's performance against the requirements of this Deed, including the Key Performance Indicators, the Code of Practice, any Performance Benchmarks and the Service Guarantee for the relevant Activity, on the basis of performance data collected from various sources, including:
- (a) client satisfaction surveys of Participants;
 - (b) surveys of the Funding Recipient and other recipients; and
 - (c) post-programme monitoring surveys.
- 19.2 The Funding Recipient must:
- (a) provide all reasonable assistance required by DEEWR;
 - (b) respond to all DEEWR's reasonable requests; and
 - (c) provide any information DEEWR reasonably requires, in relation to DEEWR's monitoring, measuring and evaluating the Funding Recipient's performance.
- 19.3 DEEWR will formally assess the Funding Recipient's performance in accordance with clause 19.1 at Performance Reviews which will occur after each Performance Period has elapsed.
- 19.4 Where, following a Performance Review, DEEWR considers that the performance of the Funding Recipient warrants it, DEEWR may, with the agreement of the Funding Recipient:
- (a) increase, permanently or temporarily, and for all or any part or parts of the remaining Activity Period:
 - (i) the Participant numbers;
 - (ii) the Fees or Funds;
 - (iii) the Funding Recipient's share of available places; and
 - (iv) the Funding Recipient's business levels; and
 - (b) take any other relevant action set out in the Specific Conditions.

- 19.5 Where DEEWR at any time determines that the Funding Recipient's performance is less than satisfactory, including if the Funding Recipient has failed to meet one or more Performance Benchmarks, DEEWR may:
- (a) notify the Funding Recipient that a failure to improve its performance to DEEWR's satisfaction within a period of time specified by DEEWR, will allow DEEWR to take the action specified in clause 19.6; or
 - (b) where the unsatisfactory performance is related to the provision of a particular Activity, take any action permitted in accordance with the Specific Conditions relating to that Activity.
- 19.6 If, following a notification given under clause 19.5, DEEWR determines that the Funding Recipient's performance has not improved to DEEWR's satisfaction within the period of time specified in the notice, DEEWR may:
- (a) take action under clause 37 [Remedies]; or
 - (b) immediately terminate this Deed without the need to provide notice to the Funding Recipient and clauses 39.2 and 39.3 apply as if the Deed was terminated under clause 39 [Termination for Default].
- 19.7 The rights given to DEEWR under this clause 19 are in addition to, and do not take away from, any rights that DEEWR may otherwise have under this Deed, at law, under statute or in equity.

20. INTELLECTUAL PROPERTY

Ownership

- 20.1 Subject to this clause 20, as between DEEWR and the Funding Recipient (but without affecting the position between the Funding Recipient and a third party), ownership of and Intellectual Property Rights in all Activity Material vests immediately upon its creation in DEEWR.
- 20.2 DEEWR grants the Funding Recipient a licence to use, copy and reproduce the Activity Material but only for the purposes of this Deed and in accordance with any conditions or restrictions specified in the Specific Conditions or as notified by DEEWR to the Funding Recipient.
- 20.3 The licence in clause 20.2 is revocable on 10 Business Days' notice by DEEWR and expires:
- (a) at the completion of the Activity Period for the Activity to which the Activity Material relates; or
 - (b) on termination of the Part of the Deed to which the Activity Material relates,
 - (c) whichever is the earlier.

Licence of Existing Material

- 20.4 This clause 20 does not affect the ownership of any Intellectual Property Rights in any Existing Material that is specified in the Specific Conditions. The Funding Recipient, however, grants to DEEWR or must arrange for the grant to DEEWR of a permanent, irrevocable, free, world-wide, non-exclusive licence (including a right of sublicense) to use, reproduce, communicate, adapt and exploit the Intellectual Property Rights in Existing Material for any Commonwealth purpose.

Dealing with Intellectual Property Rights

- 20.5 The Funding Recipient warrants that:
- (a) it is entitled, or will be entitled at the relevant time, to deal with the Intellectual Property Rights in the Existing Material and the Activity Material in accordance with this clause 20; and
 - (b) it has obtained valid written consents from all authors (including approved subcontractors) involved in creating the Activity Material and Existing Material so that DEEWR's use of that Material in accordance with this clause 20 will not infringe:
 - (i) the Intellectual Property Rights of any third party; or
 - (ii) any author's Moral Rights under the *Copyright Act 1968* (Cth).
- 20.6 The Funding Recipient must:
- (a) if requested by DEEWR to do so, bring into existence, sign, execute or otherwise deal with any document which may be necessary or desirable to give effect to this clause 20;
 - (b) not deal with the Intellectual Property Rights in the Activity Material during the Term of this Deed, except as expressly provided for in this Deed; and
 - (c) deliver all Activity Material to DEEWR at the Completion Date, unless otherwise specified in the Specific Conditions, clause 26 [Retention of Participant's Activity Records], or as otherwise notified by DEEWR.
- 20.7 For the purposes of this clause 20, "infringe" includes unauthorised acts which would, but for the operation of section 163 of the *Patents Act 1990* (Cth), section 96 of the *Designs Act 2003* (Cth), section 183 of the *Copyright Act 1968* (Cth), and section 25 of the *Circuits Layout Act 1989* (Cth), constitute an infringement.
- 20.8 This clause 20 does not apply to any Commonwealth Material incorporated in the Activity Material.

21. COMMONWEALTH MATERIAL

Ownership

- 21.1 Ownership of all Commonwealth Material, including Intellectual Property Rights in that Material, remains vested at all times in DEEWR. DEEWR grants the Funding Recipient a licence to use, copy, reproduce, communicate, adapt and exploit that Material only for the purposes of this Deed and in accordance with any conditions or restrictions specified in the Specific Conditions or as notified by DEEWR to the Funding Recipient.
- 21.2 The licence in clause 21.1 is revocable on 10 Business Days' notice by DEEWR, and expires:
- (a) at the completion of the Activity Period for the Activity to which the Commonwealth Material relates; or
 - (b) on termination of the Part of the Deed to which the Commonwealth Material relates,
- whichever is the earlier.

Maintain Commonwealth Material

- 21.3 The Funding Recipient must keep safely and maintain Commonwealth Material which the Funding Recipient has been given for the purposes of this Deed.

Possession of Commonwealth Material

- 21.4 Upon the expiration of the Activity Period or earlier termination of the Term of this Deed, the Funding Recipient may retain all Commonwealth Material remaining in its possession, unless specified under clause 26 [Retention of Participant's Activity Records] or as otherwise notified by DEEWR.

22. RELEASE OF INFORMATION ON FUNDING RECIPIENT'S PERFORMANCE

- 22.1 The Funding Recipient agrees that DEEWR may publish information it holds concerning the Funding Recipient's performance as a recipient of Funding for the purpose of the Activities under this Deed.

23. CONFIDENTIAL INFORMATION

No confidentiality

- 23.1 Subject to clause 23.2, the Funding Recipient acknowledges that DEEWR may be required to provide information in relation to the Funding or this Deed, as required by the operation of any law, judicial or parliamentary body or governmental agency and accordingly DEEWR can give no undertakings to treat any of the Funding Recipient's information or this Deed as confidential information.

- 23.2 DEEWR undertakes to treat:
- (a) the financial statements specified at clauses – 25.4(b), 14.2(a)(iii) and 14.3(c) of this Deed; and
 - (b) the information identified as confidential information in the Specific Conditions,
- as confidential information.

Disclosure of Commonwealth Material

- 23.3 The Funding Recipient is permitted to disclose Commonwealth Material, except to the extent, if any, notified by DEEWR or as specified in the Specific Conditions. If DEEWR requires the Funding Recipient to keep any Commonwealth Material confidential, DEEWR may permit the Funding Recipient to disclose it subject to compliance with any conditions on that disclosure that DEEWR may notify to the Funding Recipient.

24. PERSONAL INFORMATION

Application of this clause

- 24.1 This clause 24 applies only where the Funding Recipient deals with Personal Information when, and for the purpose of, conducting the Activity under this Deed.

Privacy definitions

- 24.2 In this clause 24, the terms ‘agency’, ‘Approved Privacy Code’ (APC), ‘contracted service provider’, ‘Information Privacy Principles’ (IPPs), and ‘National Privacy Principles’ (NPPs) have the same meaning as they have in section 6 of the Privacy Act, and ‘subcontract’ and other grammatical forms of that word has the meaning given in section 95B(4) of the Privacy Act.

Privacy obligation

- 24.3 The Funding Recipient agrees to be treated as a contracted service provider and agrees in respect to the conduct of the Activity under this Deed:
- (a) to use or disclose Personal Information obtained in the course of conducting the Activity under this Deed, only for the purposes of this Deed;
 - (b) not to do any act or engage in any practice which if done or engaged in by an agency, would be a breach of an IPP;
 - (c) to carry out and discharge the obligations contained in the IPPs as if it were an agency;
 - (d) to notify individuals whose Personal Information it holds, that complaints about its acts or practices may be investigated by the Privacy Commissioner who has power to award compensation against the Funding Recipient in appropriate circumstances;

- (e) to notify individuals whose Personal Information it holds, that their Personal Information may be disclosed and passed on to DEEWR and to other persons in relation to providing a Programme;
- (f) not to use or disclose Personal Information or engage in an act or practice that would breach section 16F of the Privacy Act (direct marketing), a National Privacy Principle (NPP) (particularly NPPs 7 to 10) or an Approved Privacy Code (APC) where that section, NPP or APC is applicable to the Funding Recipient, unless:
 - (i) in the case of section 16F—the use or disclosure is explicitly required under this Deed; or
 - (ii) in the case of an NPP or an APC—where the act or practice is explicitly required under this Deed;
- (g) not to do any act or engage in any practice which would be a breach of a NPP or APC, if applicable;
- (h) to comply with any request under section 95C of the Privacy Act (relating to disclosure of any provisions of this Deed (if any) that are inconsistent with an NPP or an APC binding on a Party);
- (i) to immediately notify DEEWR if it becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 24, whether by it or any subcontractor;
- (j) to comply with any directions, guidelines, determinations or recommendations of the Privacy Commissioner to the extent that they are consistent with the requirements of this clause 24;
- (k) not to transfer Personal Information outside Australia, or to allow parties outside Australia to have access to it, without the prior written approval of DEEWR;
- (l) if requested by DEEWR, at the end of this Deed, to return all Records containing Personal Information to DEEWR, or to delete or destroy those Records in the presence of a person authorised by DEEWR;
- (m) to its name being published in reports by the Privacy Commissioner;
- (n) if the Funding Recipient suspends or terminates an employee:
 - (i) to remove any access that employee has to any Personal Information; and
 - (ii) to require that the employee return to the Funding Recipient or DEEWR any Personal Information held in the employee's possession; and
- (o) to ensure that any of its employees, agents, officers, or volunteers who are required to deal with Personal Information for the purposes of this Deed are made aware of their obligations set out in this clause 24, and where required by DEEWR, undertake in writing to observe the IPPs and NPPs (or APC where applicable).

Subcontractor obligations

- 24.4 The Funding Recipient agrees to ensure that any subcontract entered into for the purpose of fulfilling its obligations under this Deed imposes on the subcontractor the same obligations as it has under this clause, including the requirement in relation to subcontracts.

Notification to DEEWR

- 24.5 The Funding Recipient must immediately notify DEEWR if it becomes aware:
- (a) of a breach of its obligations under this clause 24;
 - (b) that a disclosure of Personal Information may be required by law; or
 - (c) of an approach to it by the Privacy Commissioner or by a person claiming that their privacy has been interfered with.

Note: Commonwealth Privacy Commissioner will have jurisdiction to investigate a complaint in connection with the Activities provided under this Deed even after the Deed has expired or been terminated.

25. RECORDS

Keeping Records

- 25.1 The Funding Recipient must create and maintain full and accurate accounts and Records of the conduct of the Activity including, without limitation, the Funding Recipient's:
- (a) progress in conducting the Activity against the requirements of this Deed;
 - (b) receipt and use of the Funding;
 - (c) Other Contributions (if any);
 - (d) the Funding Recipient Contributions (if any);
 - (e) progress against other matters listed in the Specific Conditions; and
 - (f) the creation, acquisition and Disposal of Assets.
- 25.2 When requested by DEEWR, the Funding Recipient must provide the Records set out in clause 25.1 and any other information in relation to the Activities to DEEWR.

Retention of Records

- 25.3 Subject to the Funding Recipient's obligations under clause 24 [Personal Information], Records and accounts created and maintained under clause 25.1 must be retained by the Funding Recipient for a period of no less than 7 years after the end of the Activity Period, unless otherwise specified in the relevant Records Management Instructions.

Financial Records

- 25.4 The Funding Recipient must keep financial accounts and Records relating to the Activity so as to enable:
- (a) all receipts and payments related to the Activity to be identified and reported in accordance with this Deed;
 - (b) unless notified otherwise by DEEWR, the preparation of financial statements in accordance with Australian Equivalent of the International Financial Reporting Standards including:
 - (i) an income and expenditure statement for the Financial Year to date; and
 - (ii) a register of the Assets created, acquired, written-off or Disposed of during the Financial Year to date,as compared with the Budget, if any, for a Programme;
 - (c) the audit of those accounts and Records in accordance with Australian Auditing Standards; and
 - (d) the identification of all of its taxation liabilities and payments.

26. RETENTION OF PARTICIPANT ACTIVITY RECORDS

Compliance with the Records Management Instructions

- 26.1 The Funding Recipient must, in relation to Participant Activity Records for any Activity:
- (a) create and keep Participant Activity Records in accordance with the Records Management Instructions and any applicable Guidelines;
 - (b) keep Participant Activity Records in a segregated area which:
 - (i) is only accessible by the Funding Recipient; and
 - (ii) is equipped with lockable cabinets or secure information systems to be used solely for storage of the Participant Activity Records;
 - (c) maintain an up to date list of all Participant Activity Records held by the Funding Recipient and make this list available to DEEWR on request; and
 - (d) ensure that copying of, use of, and access to, Participant Activity Records, is restricted to staff directly assisting the Funding Recipient with the provision of Activities to a Participant.
- 26.2 The Funding Recipient must not:
- (a) destroy or otherwise dispose of Participant Activity Records, except in accordance with the requirements of the relevant Records Management Instructions, the Privacy Act and the *Archives Act 1983* (Cth);
 - (b) avoidably damage Participant Activity Records; or

- (c) transfer, or be a party to an arrangement for the transfer of custody of Participant Activity Records to any person, entity or organisation other than to DEEWR, without the written approval of DEEWR.
- 26.3 Where the Funding Recipient considers that the Participant Activity Records relating to a Participant are such that they may be used in a potential action against the Commonwealth and/or the Funding Recipient or as evidence, on DEEWR's direction the Funding Recipient must:
- (a) retain those Participant Activity Records; and
 - (b) transfer those Participant Activity Records to DEEWR in accordance with any transfer instructions issued by DEEWR.

Verification to DEEWR

- 26.4 For the purposes of verification to DEEWR, the Funding Recipient may make and retain a copy of the following information, which must be kept by the Funding Recipient in accordance with the requirements of clause 24 [Personal Information]:
- (a) the name and address of a Participant;
 - (b) the period in which Activities were provided to a Participant;
 - (c) the nature of those Activities;
 - (d) the outcome of those Activities;
 - (e) statistical information relating to a Participant that is to be aggregated with statistical information relating to other Participants; and
 - (f) documents to support any Tax Invoices the Funding Recipient submits to DEEWR.

Destroying Participant's Activity Records

- 26.5 Where DEEWR and the Funding Recipient agree that Participant Activity Records will not be returned but may be destroyed, the Funding Recipient must:
- (a) destroy the records without unreasonable delay, in:
 - (i) a secure manner in accordance with the requirements of the Privacy Act and the *Archives Act 1983* (Cth); and
 - (ii) accordance with the Records Management Instructions and any applicable Guidelines; and
 - (b) provide to DEEWR, on its request, with a list, in accordance with instructions issued by DEEWR from time to time, of Participant Activity Records that have been destroyed.

27. ACCESS BY PARTICIPANTS AND EMPLOYERS TO RECORDS HELD BY FUNDING RECIPIENT

- 27.1 Subject to this clause 27, the Funding Recipient must allow Participants and Employers to access documents that contain their own Personal Information, except to the extent that Commonwealth legislation would, if the documents were in the possession of the Commonwealth, require or authorise the refusal of such access by the Commonwealth.
- 27.2 The Funding Recipient must:
- (a) ensure that the Participant or Employer requesting the information provides proof of identity before access is given to the requested documents; and
 - (b) notate the relevant files with details of the documents to which access was provided, the name of the person granted access and the date and time of such access.
- 27.3 Requests for access to documents that may be refused in accordance with subclause 27.1, including but not limited to access to information falling within the following categories:
- (a) information about another person;
 - (b) medical/psychiatric records (other than those actually supplied by the Participant or Employer);
 - (c) psychological records; and
 - (d) information provided by other third parties,
- must be directed to DEEWR for consideration.
- 27.4 The Funding Recipient must comply with any direction given by DEEWR in relation to:
- (a) the provision of access to documents held by the Funding Recipient to a Participant or Employer; or
 - (b) the refusal of access to documents held by the Funding Recipient to a Participant or Employer.

28. ACCESS TO PREMISES AND RECORDS

General access rights

- 28.1 The Funding Recipient must at all reasonable times give the Auditor-General, the Privacy Commissioner, the Ombudsman, the Account Manager and any DEEWR Employee on production of proof of identity:
- (a) reasonable access to:
 - (i) its premises, Assets and Sites;
 - (ii) its information technology systems;

- (iii) Material and Personal Information;
 - (iv) its employees, officers, volunteers, subcontractors and agents;
 - (v) records relevant to determining the Funding Recipient's financial viability; and
- (b) reasonable assistance to:
- (i) inspect its Sites, premises or Assets;
 - (ii) inspect the performance of an Activity;
 - (iii) locate, inspect and copy data on its information technology systems and to remove that copied data; and
 - (iv) locate, inspect and copy Material and Personal Information listed at paragraph (a)(iii) above and to remove those copies,
 - (v) relevant to the Activity.

Limitation on access rights

- 28.2 The rights referred to in clause 28.1 are subject to:
- (a) the provision of reasonable prior notice to the Funding Recipient; and
 - (b) the Funding Recipient's reasonable security procedures.
- 28.3 If a matter is being investigated which, in the opinion of DEEWR may involve an actual or apprehended breach of the law or suspected fraud, clause 28.2 does not apply.

Rights in subcontracts

- 28.4 The Funding Recipient must ensure that any subcontract entered into for the purposes of this Deed contains an equivalent clause allowing those permitted to have access as specified in this clause 28.

No reduction in the Funding Recipient's responsibilities

- 28.5 The requirement for access specified in clause 28 does not in any way reduce the Funding Recipient's responsibility to perform its obligations under this Deed.

Note:

- (i) the Commonwealth Auditor-General is given the power, by the *Auditor-General Act 1997* (Cth), to obtain information from Parties with whom DEEWR contracts; and
- (ii) when investigating complaints, it is open to the Ombudsman, under section 9 of the *Ombudsman Act 1976* (Cth), to make enquiries of any person whom the Ombudsman believes is able to assist with the investigation.

29. INDEMNITY

General indemnity

29.1 The Funding Recipient must indemnify (and keep indemnified) DEEWR against any:

- (a) cost or liability incurred by DEEWR;
- (b) loss of or damage to DEEWR's property; or
- (c) loss or expense incurred by DEEWR in dealing with any claim against DEEWR, including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used, or disbursements paid by DEEWR,

arising from or in connection with:

- (i) any act or omission by the Funding Recipient in connection with this Deed, where there was fault on the part of the person whose conduct gave rise to that cost, liability, loss, damage, or expense;
- (ii) any breach by the Funding Recipient of this Deed;
- (iii) any publication of the information referred to in clause 22 [Release of Information on Funding Recipient's Performance], where the published information was provided by the Funding Recipient to DEEWR;
- (iv) the use or disposal of Assets;
- (v) any breach of clause 24 [Personal Information]; or
- (vi) the use by DEEWR of the Activity Material or Existing Material, including any claims by third parties about the ownership or right to use Intellectual Property Rights or Moral Rights in Activity Material or Existing Material.

Reduction of scope

29.2 The Funding Recipient's liability to indemnify DEEWR under this clause 29 will be reduced proportionately to the extent that fault on DEEWR's part contributed to the relevant cost, loss, damage, expense, or liability.

Preservation of other rights

29.3 DEEWR's right to be indemnified under this clause 29 is in addition to any other right, power, or remedy provided by law, but DEEWR will not be entitled to be compensated in excess of the amount of the relevant loss, damage, expense or liability.

Meaning of fault

29.4 In this clause 29, "fault" means any negligent or unlawful act or omission or wilful misconduct, including fraud.

30. INSURANCE

Obligation to insure

- 30.1 The Funding Recipient must, for the periods specified in the Specific Conditions, have insurance as specified in the Specific Conditions.
- 30.2 All insurance required under this clause 30, clause 13.6(d) [Assets] and the Specific Conditions (other than statutory workers compensation insurance or compulsory third party motor vehicle insurance) must be taken out with a reputable solvent insurer authorised by the Australian Prudential Regulatory Authority.
- 30.3 For the avoidance of doubt, the obligations in clauses 30.4 – 30.8 apply to any insurances the Funding Recipient is required to affect and maintain or cause to be affected and maintained pursuant to the Specific Conditions.

Funding Recipient's Insurance Obligations

- 30.4 Each of the insurances required by the Specific Conditions (other than statutory workers compensation insurance and compulsory third party motor vehicle insurance) that insures multiple insureds, must include:
- (a) a cross-liability clause, whereby if the policy provides cover to more than one person, the insurer agrees that the policy shall be construed as if a separate policy has been issued to each insured (but not so as to increase the overall limit of liability) (this paragraph does not apply to any professional indemnity or errors and omissions insurance required by the Specific Conditions);
 - (b) a waiver of subrogation clause, whereby the insurer agrees to waive all rights of subrogation or action that it may have or acquire against all or any of the persons comprising the insured (at least to the extent that they are insured under the policy);
 - (c) a non-imputation clause, whereby the insurer agrees that any failure by any insured to observe and fulfil the terms of the policy or to comply with the terms of the policy or to comply with the insured's duty of disclosure does not prejudice the insurance of any other insured; and
 - (d) a clause whereby notice of a claim given to the insurer by any insured will be accepted by the insurer as notice of a claim given by all the insureds.
- 30.5 In relation to the insurances specified in the Specific Conditions, the Funding Recipient must:
- (a) give full, true and particular information to the insurer of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or the payment of all or any benefits under the insurance;
 - (b) punctually pay all premiums due;

- (c) comply with and abide by all the terms and conditions of the policies;
- (d) not do anything that would entitle the insurers to void, cancel or reduce their liability in respect of any claim;
- (e) not cancel, materially vary or allow any of the insurances to expire without DEEWR's prior written consent, such consent not to be unreasonably withheld;
- (f) reinstate a policy if it lapses; and
- (g) do everything reasonably required to claim and to collect or recover monies due under any policy.

30.6 The Funding Recipient must notify DEEWR immediately when it:

- (a) becomes aware of any actual, threatened or likely claim under any of the insurances which the Funding Recipient is obliged to effect and maintain as set out in the Specific Conditions, which could materially reduce the available limits or involve DEEWR; or
- (b) receives a notice of cancellation in respect of any of the insurances which the Funding Recipient is obliged to affect and maintain as set out in the Specific Conditions.

30.7 Subject to contrary stipulation in the Specific Conditions, the Funding Recipient must ensure that all subcontractors retained by it to perform work in connection with this Deed are covered by insurance of the types specified in the Specific Conditions, as is appropriate given the nature of the work to be performed by each such subcontractor (including as to limits of indemnity).

30.8 All insurance proceeds received by the Funding Recipient in relation to loss of or damage to any Asset must be used to replace or reinstate the lost or damaged Asset unless otherwise agreed in writing by DEEWR.

Evidence of insurance

30.9 The Funding Recipient must, if requested by DEEWR:

- (a) provide to DEEWR a copy of the policy wording and a certificate of currency in respect of the insurances specified in the Specific Conditions (other than the policy wording in respect of statutory workers compensation insurance and compulsory third party motor vehicle insurance), within 10 Business Days of the request;
- (b) give full, true and particular information, in respect of any proposal for a policy of insurance to be effected by DEEWR, of all matters and things the non-disclosure of which might in any way prejudice or affect any policy or the payments of all or any benefits under a policy; and
- (c) provide all reasonable assistance to DEEWR, in order to facilitate the Commonwealth making a claim under any insurance policy affected for the Commonwealth's benefit.

Warranty as to adequacy

- 30.10 Subject to contrary stipulation in the Specific Conditions, the Funding Recipient warrants that it has obtained independent professional advice as to the adequacy of the insurance affected pursuant to this clause 30.
- 30.11 For the avoidance of doubt the provisions of this clause 30 are not to be read so as to reduce a Party's liability under any other provision of this Deed and compliance by the Funding Recipient with the provisions of this clause 30 does not limit the Funding Recipient's liability under any other provision of this Deed.

31. SUBCONTRACTING

Approval of subcontracting

- 31.1 The Funding Recipient must not, without DEEWR's prior written approval, subcontract the performance of any obligations under this Deed. In giving approval, DEEWR may impose such terms and conditions as DEEWR thinks fit.
- 31.2 Any subcontractor who the Funding Recipient proposes to replace an approved subcontractor with must also be approved by DEEWR under this clause 31.
- 31.3 The subcontractors which DEEWR has approved at the Commencement Date, and any terms and conditions relating to their use, are identified in the Specific Conditions.
- 31.4 Without limiting this clause 31, the appointment of an agent by the Funding Recipient will be deemed to be a subcontract for which approval is required.
- 31.5 Notwithstanding any other conditions on the approval of subcontractors, DEEWR may develop a template subcontract for use in a particular class of subcontracts and may direct the Funding Recipient to use that template. If DEEWR does not develop a template subcontract for use in a particular class of subcontracts under this clause 31.5, the Funding Recipient must ensure that any subcontract it enters into with a subcontractor is evidenced in writing.

Responsibility for obligations

- 31.6 The Funding Recipient is fully responsible for the performance of the Funding Recipient's obligations under this Deed, even though the Funding Recipient may have subcontracted any of them.
- 31.7 The Funding Recipient must ensure that any subcontractor is aware of all terms and conditions of this Deed relevant to the subcontractor's part in the conduct of the Activity.
- 31.8 The Funding Recipient must pay its subcontractors in accordance with the terms of the relevant subcontract.

Suitability of subcontractor

- 31.9 Despite any approval given by DEEWR under this clause 31, the Funding Recipient is responsible for ensuring the suitability of a subcontractor for the work proposed to be carried out and for ensuring that such work meets the requirements of this Deed.

Revocation of approval

- 31.10 DEEWR may revoke its approval of a subcontractor on any reasonable ground by giving notice to the Funding Recipient.
- 31.11 On receipt of the notice the Funding Recipient must, at its own cost, promptly cease using that subcontractor and arrange their replacement with personnel or another subcontractor acceptable to DEEWR.

Liability under revoked approval

- 31.12 If DEEWR revokes its approval of a subcontractor, the Funding Recipient remains liable under this Deed for the past acts or omissions of its subcontractors as if they were current subcontractors.

Terms of subcontracts

- 31.13 The Funding Recipient must, in any subcontract with a subcontractor, reserve a right of termination to take account of DEEWR's right of termination under clauses 38 [Termination with Costs] or 39 [Termination for Default] and DEEWR's right of revocation of approval under clause 31.10, and the Funding Recipient must, where appropriate, make use of that right in the event of a termination or revocation by DEEWR.
- 31.14 The Funding Recipient must, in any subcontract with a subcontractor, bind the subcontractor to all relevant terms and conditions of this Deed including, but not limited to clauses:
- (a) 23 [Confidential Information];
 - (b) 24 [Personal Information];
 - (c) 26 [Retention of Participant Activity Records];
 - (d) 28 [Access to Premises and Records];
 - (e) 30 [Insurance];
 - (f) 45 [Negation of Employment, Partnership and Agency]; and
 - (g) 50 [Compliance with Laws and Government Policies].

Equal Opportunity

- 31.15 The Funding Recipient must not enter into a subcontract under this Deed with a subcontractor named by the Director of the Equal Opportunity for Women in the Workplace Agency as an employer currently not complying with the *Equal Opportunity for Women in the Workplace Act 1999* (Cth).
- 31.16 DEEWR may:

- (a) take action under clause 37 [Remedies]; or
 - (b) immediately terminate this Deed without the need to provide notice to the Funding Recipient and clauses 39.2 and 39.3 apply as if the Deed was terminated under clause 39 [Termination for Default],
- if the Funding Recipient does not comply with this clause 31.

32. CORPORATE GOVERNANCE

Constitution

- 32.1 The Funding Recipient must provide a copy of its Constitution to DEEWR upon request by DEEWR.
- 32.2 The Funding Recipient must inform DEEWR whenever there is a change in its Constitution, structure, management or operations which could reasonably be expected to affect the Funding Recipient's eligibility for the Funding or have an adverse effect on the Funding Recipient's ability to comply with its obligations under this Deed.
- 32.3 The Funding Recipient must not employ, engage or elect any person who would have a role in the Funding Recipient's management, financial administration or, if notified by DEEWR, the conduct of the Activity if:
- (a) the person is an undischarged bankrupt;
 - (b) there is in operation a composition, deed of arrangement or deed of assignment with the person's creditors under the law relating to bankruptcy;
 - (c) the person has suffered final judgment for a debt and the judgment has not been satisfied;
 - (d) subject to Part VIIC of the *Crimes Act 1914* (Cth), the person has been convicted of an offence within the meaning of paragraph 85ZM (1) of that Act unless:
 - (i) that conviction is regarded as spent under paragraph 85ZM (2) (taking into consideration the application of Division 4 of Part VIIC);
 - (ii) the person was granted a free and absolute pardon because the person was wrongly convicted of the offence; or
 - (iii) the person's conviction for the offence has been quashed;
 - (e) the person is or was a Director or occupied an influential position in the management or financial administration of an organisation that had failed to comply with funding requirements of the Commonwealth; or
 - (f) the person is otherwise prohibited from being a member or Director or employee or responsible officer of the Funding Recipient.
- 32.4 Where a person falls or is discovered as falling within any of clauses 32.3(a) to 32.3(f) while employed or engaged by the Funding Recipient, or is elected as an officer of the Funding Recipient, the Funding Recipient will be in breach

of clause **Error! Reference source not found.** if the Funding Recipient does not:

- (a) transfer the person to a position which does not have a role in the Funding Recipient's management, financial administration or performance of the Activity; or
- (b) terminate the employment or engagement of the person or remove the person from office,

as the case may be, and immediately notify DEEWR of the Funding Recipient's action.

32.5 If the Funding Recipient advises DEEWR that it considers such termination action would be a breach of a statutory provision binding on the Funding Recipient, DEEWR will take the Funding Recipient's view into account in deciding what action to take as a result of the breach of this clause 32.

32.6 If the Funding Recipient is an Aboriginal association incorporated under the *Aboriginal Councils and Associations Act 1976* (Cth) in the event that its public officer receives a notice from the Registrar of Aboriginal Corporations under section 71 of the *Aboriginal Councils and Associations Act 1976* (Cth) calling upon the Funding Recipient to show cause why an administrator should not be appointed, the Funding Recipient must notify DEEWR within 5 Business Days of the date of receipt of such a notice.

32.7 If the Funding Recipient is registered under the *Corporations Act 2001* (Cth), and:

- (a) applies to come under, receives a notice requiring it to show cause why it should not come under, receives a notice or an application from any other person for it to come under, or has otherwise come under one of the forms of external administration referred to in Chapter 5 of the *Corporations Act 2001* (Cth); or
- (b) an order has been made for the purpose of placing it under external administration,

the Funding Recipient must inform DEEWR in writing within 5 Business Days of the date of the making or receipt of such a notice or application or the making of such an order.

Change in Control without DEEWR's consent

32.8 The Funding Recipient must not, without DEEWR's prior written consent, cause or permit to occur a Change in Control of:

- (a) the Funding Recipient;
- (b) if the Funding Recipient is a Consortium, the Consortium or any member of the Consortium; or
- (c) any Material Subcontractor.

- 32.9 DEEWR may grant, or refuse to grant, DEEWR's consent under clause 32.8 at DEEWR's absolute discretion, and if DEEWR grants DEEWR's consent, DEEWR may attach such conditions as DEEWR sees fit.
- 32.10 The Funding Recipient must, within 5 Business Days of receiving a written request from DEEWR, provide such information and supporting evidence as DEEWR may request in relation to the:
- (a) shareholdings;
 - (b) issued shares;
 - (c) board of directors;
 - (d) board of management;
 - (e) executive;
 - (f) voting rights;
 - (g) partnership composition, if relevant; or
 - (h) Consortium membership, if relevant,
- of the Funding Recipient or any Material Subcontractor, including the dates of all changes to those matters.
- 32.11 DEEWR may:
- (a) take action under clause 37 [Remedies]; or
 - (b) immediately terminate this Deed without the need to provide notice to the Funding Recipient and clauses 39.2 and 39.3 apply as if the Deed was terminated under clause 39 [Termination for Default],
- if the Funding Recipient does not comply with clauses 32.8 to 32.10.

Change in composition of Consortium or partnership

- 32.12 If the Funding Recipient is a Consortium or partnership:
- (a) the Funding Recipient must not make any changes to the membership of the Consortium or partnership without DEEWR's prior written consent;
 - (b) DEEWR may, in its absolute discretion, grant or refuse to grant consent, and may attach conditions on the consent as DEEWR sees fit; and
 - (c) if, notwithstanding paragraph (a) above, the membership or a Consortium or partnership changes without prior notification to DEEWR, the Funding Recipient must notify DEEWR within 10 Business Days, and respond within 5 Business Days to any requests by DEEWR for further information in relation to the change.
- 32.13 DEEWR may:
- (a) take action under clause 37 [Remedies]; or
 - (b) immediately terminate this Deed without the need to provide notice to the Funding Recipient and clauses 39.2 and 39.3 apply as if the Deed was terminated under clause 39 [Termination for Default],

if the Funding Recipient does not comply with clause 32.12.

33. DEALING WITH COMPLAINTS

The Complaints process

- 33.1 The Funding Recipient must establish and publicise to potential Participants, Participants and Employers, the existence and details of a Complaints process which will deal with Complaints lodged by potential Participants, Participants and Employers, about its conduct of the Activity.
- 33.2 The Funding Recipient warrants that if a potential Participant, Participant or Employer is dissatisfied with the results of the Complaints process, the Funding Recipient will refer the potential Participant, Participant or Employer to DEEWR Customer Service Line for further investigation of the Complaint and the Funding Recipient must assist DEEWR in the investigation of the Complaint.
- 33.3 The Funding Recipient's Complaints process must:
- (a) be consistent with this Deed, any Guidelines and any Service Guarantee; and
 - (b) clearly indicate that potential Participants, Participants and Employers may also make a Complaint directly to DEEWR using DEEWR's Customer Service Line.
- 33.4 Upon request, the Funding Recipient must give to DEEWR details of the process the Funding Recipient has established to manage Complaints.

Dealing with Complaints

- 33.5 The Funding Recipient must:
- (a) explain the Complaints process to potential Participants upon first referral to the Funding Recipient, and to Participants at any time upon request;
 - (b) make copies of the Complaints process available to Participants upon request;
 - (c) ensure that all Complaints it receives are investigated by an appropriately senior staff member;
 - (d) effectively communicate the outcome of any investigation and any action the Funding Recipient proposes to take about a Complaint to DEEWR and the complainant;
 - (e) effectively communicate the outcome of a Complaint to DEEWR and the complainant; and
 - (f) not withhold an Activity from a complainant or discriminate against a complainant because of a Complaint.

The Complaints Register

- 33.6 The Funding Recipient must keep a Complaints Register for each Site. The Complaints Register must include, but is not limited to, the following information:
- (a) details of all Complaints received directly by the Funding Recipient;
 - (b) details of all Complaints referred to the Funding Recipient by, or through, DEEWR; and
 - (c) in relation to each record in the Complaints Register, details of the parties to the Complaint, including:
 - (i) the name of the complainant (if provided);
 - (ii) if relevant, the name of the Funding Recipient's staff member being complained about;
 - (iii) the name of the Funding Recipient's staff member handling the Complaint;
 - (iv) details of the Site to which the Complaint relates;
 - (v) the date of the Complaint;
 - (vi) the nature of the Complaint (selected from a brief list of classifications);
 - (vii) whether the Complaint was referred from DEEWR;
 - (viii) details of key contacts with the complainant and the action taken, including dates;
 - (ix) outcome of the investigation;
 - (x) date of finalisation of the response to the Complaint;
 - (xi) any follow-up action required; and
 - (xii) any changes to the Activity or procedures, or other actions, resulting from the Complaint.

DEEWR access to the Complaints Registers

- 33.7 In accordance with clause 28 [Access to Premises and Records], the Funding Recipient must allow DEEWR to have access to the Complaints Registers and other supporting Material.

Retention of the Complaints Registers

- 33.8 Subject to any contrary stipulation in clause 26 [Retention of Participant Activity Records] or in a notice from DEEWR, the Funding Recipient must retain the Complaints Registers and supporting Material for seven (7) years from the Completion Date.

34. DISPUTE RESOLUTION

Informal resolution

- 34.1 The Parties agree that any dispute arising during the course of this Deed will be dealt with as follows:
- (a) the Party claiming that there is a dispute will give the other Party a notice setting out the nature of the dispute;
 - (b) within 5 Business Days each Party will nominate a representative not having any prior involvement in the dispute;
 - (c) the representatives will try to settle the dispute by direct negotiation between them;
 - (d) failing settlement within a further 10 Business Days, the Parties may agree to refer the dispute to an independent third person with power:
 - (i) to intervene and direct some form of resolution, in which case the Parties will be bound by that resolution; or
 - (ii) to mediate and recommend some form of non-binding resolution;
 - (e) the Parties will cooperate fully with any process instigated under paragraph (d) above in order to achieve a speedy resolution; and
 - (f) if a resolution is not reached within a further 20 Business Days, either Party may commence legal proceedings.

Costs

- 34.2 Each Party will bear their own costs of complying with this clause 34, and the Parties must bear equally the cost of any third person engaged under clause 34.1(d).

Application of this clause

- 34.3 This clause 34 does not apply to the following circumstances:
- (a) either Party commences legal proceedings for urgent interlocutory relief;
 - (b) action is taken by DEEWR under or purportedly under clauses 4 [Service Guarantee], 5 [Code of Practice], 7 [Payment], 8 [Other Contributions and Funding Recipient's Contributions], 9 [Management of Funding], 10 [Repayments and Offsetting], 16 [Delay], 19 [Performance Management], 27 [Access by Participants and Employers to Records Held by Funding Recipient], 28 [Access to Premises and Records], 31 [Subcontracting], 32 [Corporate Governance], 37 [Remedies], 38 [Termination with Costs] or clause 39 [Termination for Default];
 - (c) where DEEWR is conducting its own fraud investigation; or
 - (d) an authority of the Commonwealth, a State or Territory is investigating a breach or suspected breach of the law by the Funding Recipient.

Performance of obligations

- 34.4 Despite the existence of a dispute, both Parties must (unless requested in writing by the other Party not to do so) continue to perform their obligations under this Deed.

35. NO GUARANTEES BY DEEWR

- 35.1 DEEWR provides no guarantee of:
- (a) the volume or type of business the Funding Recipient will receive;
 - (b) the numbers of Participants for any Activity under this Deed;
 - (c) the numbers of Participants for any ESA in relation to any Activity under this Deed; or
 - (d) the market and other information provided in the relevant request for tender.

36. SUSPENSION

Suspension

- 36.1 Without limiting DEEWR's rights under this Deed, under statute, at law or in equity, if DEEWR is of the opinion that:
- (a) the Funding Recipient may be in breach of its obligations under this Deed, and while DEEWR investigates the matter;
 - (b) the Funding Recipient's performance of any of its obligations under this Deed, including achievement against the Key Performance Indicators, is less than satisfactory; or
 - (c) the Funding Recipient may be engaged in fraudulent activity, and while DEEWR investigates the matter,

DEEWR may, prior to taking action under clause 37 [Remedies] or clause 39 [Termination for Default], withhold or suspend:

- (i) the referral of Participants in respect of some or all Activities at some or all Sites; and
 - (ii) any payment in whole or in part under this Deed.
- 36.2 DEEWR will notify the Funding Recipient if it exercises its rights under clause 36.1 within 10 Business Days after having exercised those rights.
- 36.3 Notwithstanding any action taken by DEEWR under clause 36.1, the Funding Recipient must continue to perform its obligations under this Deed, unless DEEWR agrees otherwise in writing.

37. REMEDIES

- 37.1 Notwithstanding any other rights available to DEEWR under this Deed:

- (a) if the Funding Recipient fails to rectify a breach of this Deed within 10 Business Days of receiving a notice from DEEWR to do so, or within such other period of notice as is specified by DEEWR;
- (b) if the Funding Recipient fails to fulfil, or is in breach of any of the Funding Recipient's obligations under this Deed that are not capable of being remedied;
- (c) following notification under clause 19.5 [Performance Management], DEEWR determines that the Funding Recipient's performance has not improved to DEEWR's satisfaction within the period of time specified in the notice; or
- (d) further to paragraph (a) above, if an event has occurred which would entitle DEEWR to terminate the Deed in whole or in part under clause 39 [Termination for Default],

DEEWR may, by providing notice to the Funding Recipient, immediately exercise one or more of the remedies set out in clause 37.2.

Remedies

37.2 The remedies DEEWR may exercise include:

- (a) imposing additional conditions on Funding use or payment of Fees;
- (b) increasing the number or decreasing the size of Funding instalments paid to the Funding Recipient or both;
- (c) withholding Funding instalments until such time as the Funding Recipient's performance has improved, to DEEWR's satisfaction;
- (d) reducing the amount of Fees or Funds or not paying the Fees of Funds that would otherwise have been payable in respect of the relevant obligation;
- (e) where DEEWR has already paid Fees or Funds under this Deed, recovering the equivalent amount as a debt;
- (f) imposing additional financial or performance reporting requirements on the Funding Recipient;
- (g) reducing the Funding or Fees permanently or temporarily;
- (h) reducing Participant numbers, the Funding Recipient's share of available places and/or the Funding Recipient's business levels, permanently or temporarily;
- (i) reducing the scope of an Activity; and
- (j) taking any other action set out in the Specific Conditions.

Notice

37.3 If DEEWR takes any action under this clause 37, where relevant, this Deed will be deemed to be varied accordingly.

37.4 If DEEWR takes any action under this clause 37, DEEWR will notify the Funding Recipient of:

- (a) the reasons for the action;
 - (b) the duration of the action; and
 - (c) any corresponding adjustment to this Deed.
- 37.5 Subject to any notice received under clause 37.4, the Funding Recipient is not relieved of any of its obligations under this Deed and must continue to conduct the Activities as set out in the Specific Conditions.

38. TERMINATION WITH COSTS

Termination or reduction in scope

- 38.1 DEEWR may, at any time by giving notice to the Funding Recipient, terminate this Deed in whole or in part or reduce the scope of one or all of the Activities without prejudice to the rights, liabilities, or obligations of either Party accruing prior to the date of termination or reduction.
- 38.2 The Parties agree this clause 38 may be used to remove one or more of the Activities under this Deed.
- 38.3 If this Deed is terminated in whole or in part, or reduced in scope under this clause 38, DEEWR is only be liable for:
- (a) payment of Fees as set out in clause 38.4;
 - (b) payment of Funds as set out in clause 38.5; and
 - (c) subject to clauses 38.8, 38.9, 38.10 and 38.11, any reasonable, unavoidable costs actually incurred by the Funding Recipient and directly attributable to the termination, partial termination or reduction in scope of this Deed.

Fees

- 38.4 Where DEEWR terminates in whole or in part, or reduces the scope of this Deed under this clause 38:
- (a) DEEWR will only be liable to pay Fees properly due to the Funding Recipient prior up to the effective date of the termination;
 - (b) any payments that would have been payments in advance will abate according to the extent that they relate to the conduct of the Activity after the effective date of the termination; and
 - (c) DEEWR will be entitled to recover from the Funding Recipient any Fees paid in advance that relate to the conduct of the Activity after the effective date of the termination.

Funds

- 38.5 Where DEEWR terminates in whole or in part, or reduces the scope of this Deed under this clause 38:
- (a) DEEWR will only be liable to make payments of Funds to the extent that those monies have been legally committed by the Funding Recipient in

accordance with this Deed and payable as a current liability prior to receipt of the notice of termination;

- (b) the Funding Recipient will be required to acquit the Funds in accordance with clause 14.3;
- (c) DEEWR will be entitled to recover from the Funding Recipient any Funds paid prior to receipt of the notice of termination which:
 - (i) have not been legally committed for expenditure by the Funding Recipient in accordance with this Deed and payable as a current liability prior to receipt of the notice of termination; or
 - (ii) have not, in DEEWR's opinion, been spent by the Funding Recipient in accordance with this Deed; and
- (d) the Funding Recipient must, if requested by DEEWR, provide within 5 Business Days details of all Funds referred to in paragraphs (a) and (c)(i) above.

38.6 For the purposes of clause 38.5(a) and 38.5(c)(i), DEEWR may require written evidence that the Funds have been so committed.

Funding Recipient's obligations

38.7 Upon receipt of a notice of termination in whole or in part, or reduction in scope, the Funding Recipient must:

- (a) cease or reduce the performance of its obligations under this Deed in accordance with the notice;
- (b) immediately return to DEEWR any Funds in accordance with clause 38.5(c) or deal with any such Funds as DEEWR may notify to the Funding Recipient;
- (c) immediately return to DEEWR any Fees in accordance with 38.4(c);
- (d) immediately do everything possible to mitigate all losses, costs, and expenses, arising from the termination or reduction in scope contained in the notice; and
- (e) continue work on any part of the Activities not affected by the notice.

Abatement of the Fees or Funds

38.8 If there is a termination in part or a reduction in scope of the obligations under this Deed, DEEWR's liability to pay any part of the Fees or Funds will, in the absence of agreement to the contrary, abate proportionately to the reduction in the obligations under this Deed.

Limit on Compensation

38.9 DEEWR's liability to pay any compensation under or in relation to this clause 38 is subject to the Funding Recipient's:

- (a) strict compliance with this clause 38; and
- (b) substantiation of any amounts claimed under clauses 38.4(a) and 38.5(a).

- 38.10 DEEWR will not be liable:
- (a) to pay compensation for loss of prospective profits for any termination or reduction in scope under this clause 38;
 - (b) for loss of any benefits that would have been conferred on the Funding Recipient had the termination or reduction not occurred; or
 - (c) for any amounts which would, in aggregate, exceed the maximum Fees and Funds that would have been payable by DEEWR under this Deed in respect of the relevant Activity, but for termination or reduction in scope under this clause 38.
- 38.11 In addition, for a termination in part or a reduction in scope, DEEWR will not be liable to pay the Funding Recipient, and the Funding Recipient agrees that the Funding Recipient's reasonable costs do not include:
- (a) any amounts owed by the Funding Recipient under any contract of employment or to any subcontractors; and
 - (b) payment of any liabilities arising from commitments the Funding Recipient has made in relation to the conduct of the Activities beyond the end of the financial year in which the reduction in scope takes place.
- 38.12 If DEEWR terminates or reduces the scope of this Deed under this clause 38:
- (a) DEEWR's actions will not constitute a breach of this Deed; and
 - (b) the costs available to the Funding Recipient under this clause 38, represent a reasonable and genuine pre-estimate of the loss incurred by the Funding Recipient.

39. TERMINATION FOR DEFAULT

Defaults

- 39.1 DEEWR may, in the case of any one or more of the events below, immediately terminate this Deed in whole or in part (including terminating one or more of the Activities under one or more Parts), by giving notice to the Funding Recipient, if:
- (a) the Funding Recipient fails to fulfil, or is in breach of any of its obligations under this Deed that are not capable of being remedied;
 - (b) the Funding Recipient fails to fulfil, or is in breach of any of the Funding Recipient's obligations under this Deed which are capable of being remedied, and does not rectify the omission or breach within 10 Business Days of receiving a notice from DEEWR to do so, or within such other period of notice specified by DEEWR;
 - (c) the Funding Recipient is unable to pay all its debts as and when they become due and payable or the Funding Recipient fails to comply with a statutory demand within the meaning of sections 459E and 459F of the *Corporations Act 2001* (Cth);

- (d) proceedings are initiated with a view to obtaining an order for the Funding Recipient's winding up or any shareholder, member or Director convenes a meeting for the purpose of considering or passing any resolution for the Funding Recipient's winding up;
- (e) the Funding Recipient has applied to come under, received a notice requiring the Funding Recipient to show cause why the Funding Recipient should not come under, or has otherwise come under one of the forms of external administration referred to in Chapter 5 of the *Corporations Act 2001* (Cth) or equivalent provisions in Incorporated Associations legislation of the States and Territories or Parts IV and V of the *Aboriginal Councils and Associations Act 1976* (Cth), or an order has been made for the purpose of placing the Funding Recipient under external administration;
- (f) being an individual, the Funding Recipient becomes bankrupt or enters into a scheme of arrangement with creditors;
- (g) in relation to this Deed, the Funding Recipient breaches any law of the Commonwealth, or of a State or Territory;
- (h) the Funding Recipient ceases to carry on business;
- (i) DEEWR is satisfied that, prior to entering into this Deed, the Funding Recipient:
 - (i) has engaged in misleading or deceptive conduct;
 - (ii) has made a statement that is incorrect or incomplete; or
 - (iii) has omitted to provide information to DEEWR, that may have affected the original decision to enter into this Deed or action taken by DEEWR under this Deed; or
- (j) notice is served on the Funding Recipient or proceedings are taken to cancel its incorporation or registration or to dissolve the Funding Recipient as a legal entity.

Parties' rights and obligations on termination

39.2 Where DEEWR terminates this Deed in whole or in part under clause 39.1:

- (a) DEEWR is liable to pay Fees and entitled to recover Fees as set out in clause 38.4;
- (b) clause 38.5 and 38.6 applies to DEEWR's liability to pay and entitlement to recover Funds; and
- (c) clauses 38.7 and 38.8 apply as if the Deed were terminated in accordance with clause 38.

Preservation of other rights

39.3 Subclause 39.1 does not limit or exclude any of DEEWR's other rights, including the right to recover any other amounts from the Funding Recipient on termination of this Deed, including the right to reduce payments due on

termination on the basis of breach or poor performance, and any rights of offset.

40. TRANSITION OUT

Assistance and Cooperation

- 40.1 Subject to the Specific Conditions, the Funding Recipient must provide sufficient assistance and cooperation to ensure an orderly and efficient transition of any or all of the Activities to any person nominated by DEEWR, or to DEEWR, as directed by DEEWR, if:
- (a) this Deed is terminated in whole or part before the Completion Date;
 - (b) at the Completion Date, the Funding Recipient is successful in obtaining a subsequent deed or contract, but the subsequent deed or contract does not require the Funding Recipient to provide an Activity it provides under this Deed; or
 - (c) at the Completion Date, the Funding Recipient is not successful in obtaining a subsequent deed or contract to provide an Activity it provides under this Deed.
- 40.2 The sufficient assistance and cooperation which the Funding Recipient must provide under clause 40.1 includes, as a minimum:
- (a) the transfer of:
 - (i) all unexpended Funds;
 - (ii) all Records, including Personal Information;
 - (iii) Assets;
 - (iv) Activity Material in the Funding Recipient's possession or control;
 - (v) Commonwealth Material in the Funding Recipient's possession or control; and
 - (b) the redirection of Participants,
to any person nominated by DEEWR, or to DEEWR, as directed by DEEWR.
- 40.3 The Funding Recipient agrees to provide full assistance to DEEWR to enable the Activity to be provided by an alternative person nominated by DEEWR, or to DEEWR, for a period of 3 months prior to the Completion Date and for a further period of 6 months subsequent to the Completion Date.
- 40.4 If there is any form of selection process after the execution of this Deed for the delivery of one or more of the Activities and if the Funding Recipient:
- (a) does not submit an application for the Activity under that process, or refuses an offer to provide further Activities; or
 - (b) is not successful in obtaining a deed or contract for the Activity under that process,

the referral of Participants may cease from the date of the announcement of successful new providers, or earlier if both Parties agree.

41. ACKNOWLEDGEMENT AND PROMOTION

Acknowledgement of support

- 41.1 The Funding Recipient must, in all publications, and in all promotional, publicity and advertising Materials or activities of any type, undertaken by or on behalf of the Funding Recipient relating to the Activity or this Deed in any way:
- (a) comply with any promotion and style guidelines contained in the Specific Conditions or issued by DEEWR from time to time;
 - (b) use badging and signage in accordance with any Guidelines;
 - (c) acknowledge the financial and other support the Funding Recipient has received from the Commonwealth, in the manner, if not set out in the Specific Conditions, then consistent with the requirements of the Guidelines; and
 - (d) deliver to DEEWR (at DEEWR's request and at the Funding Recipient's own cost) copies of all promotional, publicity and advertising Materials the Funding Recipient has developed under this Deed.

Right to publicise Funding

- 41.2 DEEWR may publicise and report on the Activities and on the awarding of Funding to the Funding Recipient. DEEWR may do this by, amongst other means, including in media releases, general announcements about the Activities and in annual reports, the Funding Recipient's name, the amount of the Funds given to the Funding Recipient, the title of a Programme and a brief description of the Activities.

42. CONFLICT OF INTEREST

Warranty of no Conflict

- 42.1 The Funding Recipient warrants that, to the best of its knowledge and belief after making diligent inquiries, at the Commencement Date no Conflict exists or is likely to arise in the performance of the Funding Recipient's obligations under this Deed.

Conflict that may arise

- 42.2 Subject to clause 42.1, the Funding Recipient must not during this Deed enter into any arrangement, scheme or contract, however described, which may cause a Conflict in the performance of the Funding Recipient's obligations under this Deed.

Dealing with Conflict

- 42.3 If during the term of this Deed, a Conflict arises, or is likely to arise, the Funding Recipient must:
- (a) immediately notify DEEWR of that Conflict and of the steps the Funding Recipient proposes to take to resolve or otherwise deal with the Conflict;
 - (b) make full disclosure to DEEWR of all relevant information relating to the Conflict; and
 - (c) take such steps as DEEWR may reasonably require to resolve or otherwise deal with that Conflict.

Failure to deal with Conflict

- 42.4 If the Funding Recipient:
- (a) fails to notify DEEWR in accordance with this clause 42; or
 - (b) is unable or unwilling to resolve or deal with the Conflict as reasonably required by DEEWR,
- DEEWR may terminate this Deed under clause 39 [Termination for Default].

43. ASSIGNMENT AND NOVATION

Assignment of rights

- 43.1 The Funding Recipient must not assign its any of rights under this Deed without DEEWR's prior written approval.

Novation

- 43.2 The Funding Recipient must not enter into negotiations with any other person for the purpose of entering into an arrangement that will require the novation of this Deed, without DEEWR's prior written approval.

44. JOINT AND SEVERAL LIABILITY

- 44.1 If more than one Party is a signatory to this Deed as the Funding Recipient, each of those Parties will be jointly and severally liable for the performance of all of the Funding Recipient's obligations under this Deed.
- 44.2 If the Funding Recipient is a Consortium, each member of the consortium is jointly and severally liable to the Commonwealth in relation to this Deed.

45. NEGATION OF EMPLOYMENT, PARTNERSHIP AND AGENCY

Status

- 45.1 Subject to the Specific Conditions, the Funding Recipient, its employees, partners, officers, volunteers, agents or subcontractors will not, by virtue of this Deed, be, or for any purpose be deemed to be, DEEWR's employees,

partners, agents or subcontractors or as otherwise able to bind or represent the Commonwealth.

Representatives

- 45.2 Subject to the Specific Conditions, the Funding Recipient must not represent itself, and must ensure that its employees, partners, officers, volunteers, agents and subcontractors do not represent themselves, as being DEEWR's employees, partners, agents or subcontractors or as otherwise able to bind or represent the Commonwealth.

46. WAIVER

Exercise of rights

- 46.1 If either Party does not exercise (or delays in exercising) any rights under this Deed, that failure or delay does not operate as a waiver of those rights.

Partial exercise of rights

- 46.2 A single or partial exercise by either Party of any of its rights does not prevent the further exercise of any right.

Means of waiver

- 46.3 Waiver of any provision of, or right under, this Deed:
- (a) must be in writing signed by the Party entitled to the benefit of that provision or right; and
 - (b) is effective only to the extent set out in the written waiver.

Meaning of rights

- 46.4 In this clause 46, 'rights' means rights or remedies provided by this Deed, under statute, at law or in equity.

47. ENTIRE DEED, VARIATION AND SEVERANCE

Entire Deed

- 47.1 This Deed records the entire agreement between the Parties in relation to its subject matter and supersedes all communications, negotiations, arrangements, and agreements, whether oral or written, between the Parties about the subject matter of this Deed.

Variation of the Deed

- 47.2 Except for action DEEWR is expressly authorised to take elsewhere in this Deed, no variation of this Deed is binding unless it is agreed in writing and signed by the Parties.

Severance

- 47.3 If a court or tribunal says any provision of this Deed has no effect or interprets a provision to reduce an obligation or right, this does not invalidate any other provision.

48. APPLICABLE LAW AND JURISDICTION

Applicable Law

- 48.1 This Deed is to be construed in accordance with, and any matter related to it is to be governed by, the laws of the Australian Capital Territory.

Jurisdiction

- 48.2 Both Parties submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory in respect to any dispute under this Deed.

49. NOTICES

Giving of notice

- 49.1 A Party giving notice or notifying under this Deed must do so in writing or by facsimile transmission, and if:
- (a) in writing, the notice must be:
 - (i) addressed to the Account Manager or the Contact Person; and
 - (ii) hand delivered or sent by pre-paid post to their respective street addresses;
 - (b) by facsimile transmission, the notice must be sent to the facsimile number of the Account Manager or the Contact Person, as appropriate.

Receipt of notice

- 49.2 A notice given in accordance with clause 49.1 is taken to be received:
- (a) if hand delivered, on delivery;
 - (b) if sent by pre-paid post, 5 Business Days after the date of posting unless it has been received earlier; and
 - (c) if sent by facsimile transmission upon receipt by the sender of a facsimile confirmation receipt.
- 49.3 For the purposes of this clause 49, the Account Manager's and the Contact Person's address details are as specified in the Specific Conditions.

50. COMPLIANCE WITH LAWS AND GOVERNMENT POLICIES

Compliance with laws and policies

- 50.1 The Funding Recipient must, in carrying out the Funding Recipient's obligations under this Deed, comply with:

- (a) all relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory or local authority; and
- (b) any of DEEWR's policies as notified, referred to or made available by DEEWR to the Funding Recipient (including by reference to an internet site), including any listed in the Specific Conditions.

No unlawful discrimination

50.2 Without limiting clauses 50.1, the Funding Recipient must provide to Participants Activities that are free of sexual harassment and any form of unlawful discrimination and that comply with the:

- (a) Racial Discrimination Act 1975 (Cth);
- (b) Sex Discrimination Act 1984 (Cth);
- (c) Disability Discrimination Act 1992 (Cth); and
- (d) Age Discrimination Act 2004 (Cth).

Use of DEEWR's premises

50.3 The Funding Recipient must, when using DEEWR's premises or facilities, comply with all reasonable directions and procedures relating to occupational health, safety and security in effect at those premises or in regard to those facilities, as notified by DEEWR or as might reasonably be inferred from the use to which the premises or facilities are being put.

51. COMPLIANCE WITH THE NATIONAL CODE OF PRACTICE FOR THE CONSTRUCTION INDUSTRY

51.1 Where the Activity involves construction, the Funding Recipient must ensure that the Activity complies with the National Code of Practice for the Construction Industry (the 'Code'), Commonwealth Implementation Guidelines for the National Code for the Construction Industry and Industry Guidelines and that compliance with the Code, Commonwealth Implementation Guidelines for the National Code for the Construction Industry and Industry Guidelines are made a condition of tender and a condition of relevant contracts and extended to all subcontractors, consultants and suppliers who may be engaged by the Funding Recipient.

51.2 For the purposes of this clause 51:

- (a) National Code of Practice for the Construction Industry
- (b) Industry Guidelines; and
- (c) Commonwealth Implementation Guidelines for the National Code for the Construction Industry,
- (d) refers to the documents of those names located at www.workplace.gov.au.

51.3 DEEWR may supply copies of the documents referred to in this clause 51 to the Funding Recipient, upon the Funding Recipient's request.

ANNEXURE 1— DEEWR EMPLOYMENT AND RELATED SERVICES CODE OF PRACTICE

Employment and related service providers commit to observe the highest standards of fairness and professional practice as they deliver the services and obligations outlined in their respective contractual arrangements with the Australian Government.

At all times our priority is to assist clients to achieve the best outcomes. We will deliver services and programmes to clients to the best of our ability and with adherence to contracted requirements, service guidelines and relevant participation requirements.

We operate the services and programmes we deliver in a manner that:

1. Upholds the integrity and good reputation of the services and programmes by:
 - acting with honesty, due care and diligence
 - behaving ethically and professionally, and being openly accountable for our actions
 - avoiding any practice or activity which could reasonably be foreseen to bring the services and programmes into disrepute
 - complying with all relevant Australian laws, including privacy, fair trading, trade practices and anti-discrimination laws.
2. Demonstrates our commitment to clients by:
 - being supportive and helpful to clients
 - in their pursuit of employment
 - in their efforts to improve their employment prospects, including education and training
 - while they undertake their mutual obligations or
 - while they undertake voluntary or community participation
 - while they stabilise their life situation and overcome personal and societal barriers to community participation
 - focusing our assistance to help clients to achieve the best outcome
 - treating clients fairly and with respect
 - considering clients' individual circumstances and backgrounds
 - ensuring cultural sensitivity in dealing with indigenous clients and clients from diverse cultural and linguistic backgrounds
 - including advocacy where appropriate
 - delivering assistance in accordance with service guarantees.
3. Is accurate and relevant by:
 - providing ongoing assistance to clients for the duration of our service to them

- providing information about programmes or services that may assist them to achieve the best outcome
 - ensuring that we have premises and facilities appropriate to deliver services with privacy and dignity
 - ensuring that the information we collect about clients is relevant and necessary
 - ensuring information is recorded in a timely manner and is kept confidential
 - tailoring assistance to clients with consideration of their individual needs and relevant participation requirements
 - demonstrating flexibility in service delivery as clients' circumstances change.
4. Is communicated clearly and effectively by:
- ensuring that clients are aware of their rights and obligations
 - providing information to clients with a disability in an accessible format
 - providing timely feedback and information to clients about decisions we make that could affect them
 - providing clients with appropriate access to relevant records we have about them, on request.
5. Encourages feedback without bias by ensuring that:
- we have a complaints process of which clients are made aware
 - staff seek and appropriately respond to clients' feedback with the aim of continuously improving services
 - staff support clients when resolving any issues or concerns they may have
 - we advise clients of the free DEEWR Customer Service Line and, for clients of Disability Open Employment Services and Vocational Rehabilitation providers, the free Complaints Resolution and Referral Service.

Clients are encouraged, in the first instance, to raise any concerns they may have with us. If clients are dissatisfied with how we respond to their concerns, or feel that they cannot discuss the issue directly with us, they can contact the free DEEWR Customer Service Line on 1800 805 260 (an interpreter can be arranged on request).

Clients of Disability Open Employment Services (DOES) and Vocational Rehabilitation (VR) are encouraged to contact the free Complaints Resolution and Referral Service on 1800 880 052 if they are not satisfied with how we, as DOES and VR providers, respond to their concerns. If clients are dissatisfied with how DEEWR has managed their concerns, they may make a complaint to the Commonwealth Ombudsman's Office.

Disclaimer: This document is a sample copy of the *Employment Services Contract 2006-2009*. This copy is provided only for your information and as a guide. If you have entered into a contract with DEWR, you must rely on the original signed contract and any contract variations you have entered into. You should seek your own legal advice, if required. While DEWR has exercised reasonable care in publishing this document, DEWR makes no representation, express or implied, as to the accuracy of the document or the applicability of the document to you or your circumstances. You should note that you may or may not have executed the contract, or any subsequent contract variations to it, in the particular form expressed in this document. DEWR accepts no liability for any use of this document or any reliance placed on it.

Revision	Date	Location of changes	Changes
Version 1	27 May 2007		Original version of document
Version 1.1			
Version 1.2			

© Commonwealth of Australia 2006

This work is copyright. You may display, print and reproduce this material in unaltered form only (retaining this notice) for your personal, non-commercial use or use within your organisation. Apart from any use as permitted under the *Copyright Act 1968*, all other rights are reserved.

EMPLOYMENT SERVICES FUNDING DEED 2006–2009

PART B—SPECIFIC CONDITIONS

for

Disability Employment Network

1. APPLICATION AND DEFINITIONS	18. EMPLOYMENT PLACEMENT PHASE
2. STATUTORY CONDITIONS	19. BUSINESS SHARE
3. DEN PROGRAMME	20. ALLOWABLE BREAKS AND EXIT
4. INSURANCE REQUIREMENTS	21. PAYMENTS
5. ACTIVITY AND TRANSITION PERIODS	22. PHASED APPROACH TO THE PROVISION OF CAPPED STREAM - SERVICES
6. REFERRAL OF DEN PARTICIPANTS	23. INTAKE PHASE
7. JOB CAPACITY ASSESSMENTS	24. EMPLOYMENT ASSISTANCE PHASE
8. INFORMATION ABOUT PAYMENTS	25. EMPLOYMENT MAINTENANCE PHASE
9. DETERMINATION AND CLASSIFICATION OF PAYMENT LEVELS	26. OUTLET CAPACITY
10. DPI REDETERMINATIONS	27. DMI REDETERMINATIONS
11. PERFORMANCE MANAGEMENT	28. ALLOWABLE BREAKS AND EXITS
12. COMPLAINTS	29. PAYMENTS
13. NOTIFICATION TO CENTRELINK	SCHEDULE B1 DEN SERVICE GUARANTEE
14. WAGE SUBSIDY SCHEME AND WORKPLACE MODIFICATIONS SCHEME	SCHEDULE B2 KEY PERFORMANCE INDICATORS
15. PHASED APPROACH TO THE PROVISION OF UNCAPPED STREAM - SERVICES	SCHEDULE B3 FEES AND FUNDS
16. INTAKE PHASE	SCHEDULE B4 DEED AND BUSINESS DETAILS
17. EMPLOYMENT ASSISTANCE PHASE	

1. APPLICATION AND DEFINITIONS

Application

- 1.1 The General Conditions (Part A) apply to the interpretation of this Part.
- 1.2 Unless otherwise specified, all references to clauses in this Part are references to clauses in Part B.
- 1.3 In this Part B:
- (a) the clauses in Section 1 – General Clauses apply to the provision of DEN Services by the Funding Recipient;
 - (b) the clauses in Section 2 – Uncapped Stream apply to the provision of Uncapped Stream - Services by the Funding Recipient; and
 - (c) the clauses in Section 3 – Capped Stream apply to the provision of Capped Stream - Services by the Funding Recipient.

Definitions

- 1.4 In this Part B, unless the contrary intention appears:

‘**Acceptance Date**’ means the date on which the Funding Recipient accepts the DEN Participant into the DEN Programme, which occurs at the Initial Interview;

‘**Accessibility/Remoteness Index of Australia**’ or ‘**ARIA**’ means the Australian Bureau of Statistics endorsed measure of remoteness which contains indexes of remoteness derived from measures of road distance between populated localities and service centres;

‘**Account Manager**’ means the person for the time being holding, occupying or performing the duties of the office within DEWR, specified in Item B4.1 of Schedule B4, who has the authority to receive and sign notices and written communications for DEWR under this Part B;

‘**Act**’ means the *Disability Services Act 1986* (Cth);

‘**Activity Agreement Job Seeker**’ means a DEN Participant who has been determined by Centrelink as a person who is required under the *Social Security Act 1991* (Cth) to enter into a Newstart Activity Agreement, a Youth Allowance Activity Agreement or a Parenting Payment Activity Agreement;

‘Activity Agreement’ means an agreement prepared, approved and signed by a Delegate and an Activity Agreement Job Seeker in accordance with clause 16 or 23, as relevant, which outlines the assistance or intervention agreed between the Activity Agreement Job Seeker and a Delegate and details the activity required by that Activity Agreement Job Seeker to meet their Activity Test Requirements;

‘Activity Period’ means the date specified in Item B4.4 of Schedule B4;

‘Activity Start Date’ means the date specified in Item B4.3 of Schedule B4;

‘Activity Test Requirements’ means the activity test or participation requirements that an Activity Agreement Job Seeker must meet in order to receive an income support payment under section 23(1) of the *Social Security Act 1991* (Cth);

‘Allocation Process’ means the process detailed in the Programme Procedures by which DEN Participants (Uncapped) may be referred to the Funding Recipient:

- (a) following an assessment by a JCA Provider; or
- (b) by direct registration where assessment by a JCA Provider or a valid and relevant pre-existing assessment has identified a person as a DEN Participant (Uncapped) for the purposes of this Deed and the DEN Programme;

‘Allowable Break’ means any period in which a DEN Participant has an allowable break from participation in the DEN Programme in accordance with the Programme Procedures and:

- (a) clauses 20.1 and 20.2; or
- (b) clauses 28.1, 28.2 and 28.3;

‘Approved Amount’ means the amount approved by DEWR or its nominated representative for expenditure by the Funding Recipient under the Workplace Modifications Scheme;

‘Business Share’ means the proportion of DEN Participants (Uncapped) who may be allocated to the Funding Recipient within an ESA in accordance with the Allocation Process and specified in Item B4.15 of Schedule B4;

‘Capped 4 Week Employment Milestone’ means when an Eligible Job Seeker (Capped) has been in Employment for at least 4 weeks and 32 hours;

‘Capped 13 Week Employment Milestone’ means when an Eligible Job Seeker (Capped) has been in Employment for at least 13 weeks and 104 hours;

‘Capped 26 Week Employment Outcome’ means when an Eligible Job Seeker (Capped) has been in Employment for at least 26 weeks and 208 hours;

‘Capped Stream’ means the DEN Programme stream that provides assistance to DEN Participants (Capped);

‘Capped Stream – Services’ means the DEN Services provided under the Capped Stream for persons who have been specified as either an Eligible Job Seeker

(Capped) or an Eligible Worker (Capped) following an assessment by a JCA Provider for the purposes of this Deed and the DEN Programme;

‘Capped Wage Subsidy Employment’ means when a DEN Participant (Capped) has been placed in Employment for at least:

- (a) 8 hours per week for at least 13 weeks; or
- (b) 8 hours per week and less than 13 weeks, where it was reasonably believed when Employment commenced that the Employment would last for at least 13 weeks;

‘Commence’ means acceptance into the DEN Programme;

‘Completion Date’ means the final day of the Transition Period, which is 31 December 2009;

‘Contact Person’ means the person for the time being holding, occupying, or performing the duties of the officer within the Funding Recipient, specified in Item B4.2 of Schedule B4, who has authority to receive and sign notices and written communications for the Funding Recipient under this Part B and accept any request or direction in relation to the DEN Services;

‘CRS Australia’ is the body which delivers vocational rehabilitation services on behalf of DEWR;

‘CRS Australia Vocational Rehabilitation Programme’ means the vocational rehabilitation programme provided by CRS Australia;

‘CRS Australia Work Training’ means the scheme delivered by CRS Australia to participants in the CRS Australia Vocational Rehabilitation Programme;

‘Department Initiated DMI Redetermination’ means the redetermination conducted under clause 27.1 or clause 27.2;

‘Department Initiated DPI Redetermination’ means the redetermination conducted under clause 10.1 or clause 10.2;

‘Delegate’ means a person engaged by the Funding Recipient to perform functions or to provide services under Part B of the Deed who is a Delegate of the Secretary with respect to the *Social Security Act 1991* and/or the *Social Security (Administration) Act 1999*;

‘Direct Support Hours’ has the same meaning as it has in the Programme Procedures;

‘Disability Maintenance Instrument’ or **‘DMI’** means the assessment tool of that name, and of the version, contained in the Programme Procedures;

‘Disability Employment Network (DEN)’ means the Commonwealth programme of that name which provides employment assistance and employment placement

support to assist individuals with a disability to either gain or maintain employment in the open employment market or to become self employed;

‘Disability Pre-employment Instrument’ or **‘DPI’** means the assessment tool of that name, and of the version, contained in the Programme Procedures;

‘DEN Participant’ means an Eligible Job Seeker (Capped), Eligible Job Seeker (Uncapped), Eligible Worker (Capped) and Eligible Worker (Uncapped);

‘DEN Participant (Capped)’ means an Eligible Job Seeker (Capped) and an Eligible Worker (Capped);

‘DEN Participant (Uncapped)’ means an Eligible Job Seeker (Uncapped) and an Eligible Worker (Uncapped);

‘DEN Programme’ means the Disability Employment Network programme administered by DEWR;

‘DEN Provider’ means an organisation, other than the Funding Recipient, that is receiving funding or providing services under the DEN Programme;

‘DEN Services’ means the services provided by the Funding Recipient under this Part B, which may include:

- (a) Capped Stream - Services;
- (b) Uncapped Stream - Services; or
- (c) Capped Stream - Services and Uncapped Stream - Services;

‘DEN Service Guarantee’ means the Service Guarantee at Schedule B1, or as notified to the Funding Recipient by DEWR from time to time;

‘Electronic Diary’ means the DEWR system used for the referral of DEN Participants to the Funding Recipient, for referrals by the Funding Recipient to other relevant service providers, and for making and managing a DEN Participant’s appointments in accordance with the Programme Procedures;

‘Eligible Job Seeker (Capped)’ means a person who is not employed and has been specified as an Eligible Job Seeker (Capped) following assessment by a JCA Provider for the purposes of the DEN Programme; **‘Eligible Job Seeker (Uncapped)’** means a person who is not employed and has been specified as an Eligible Job Seeker (Uncapped) following assessment by a JCA Provider for the purposes of the DEN Programme;

‘Eligible Worker (Capped)’ means a person who is employed and has been specified as an Eligible Worker (Capped) following assessment by a JCA Provider for the purposes of the DEN Programme;

‘Eligible Worker (Uncapped)’ means a person who is employed and has been specified as an Eligible Worker (Uncapped) following assessment by a JCA Provider for the purposes of this Deed and the DEN Programme;

‘Employment’ means:

- (a) Self-employment for at least:
 - (i) 8 hours per week for a DEN Participant (Capped); or
 - (ii) 10 hours per week for a DEN Participant (Uncapped); or
- (b) employment for at least:
 - (i) 8 hours per week for a DEN Participant (Capped); or
 - (ii) 10 hours per week for a DEN Participant (Uncapped),
if that employment:
 - (iii) complies with minimum standards and conditions established by Commonwealth, State or Territory law; and
 - (iv) is at a wage determined under an applicable:
 - (A) award;
 - (B) for a DEN Participant (Capped), special wage permit;
 - (C) certified agreement;
 - (D) individual employment contract or workplace agreement; or
 - (E) any other industrial instrument or decision, (which is a reasonable industrial instrument or decision for the Funding Recipient to apply in the circumstances); and
- (c) for all cases to which paragraphs (a) and (b) apply; includes:
 - (i) such other periods of paid employment, including rostered employment for an average of 8 hours a week for a DEN Participant (Capped) or 10

hours a week for a DEN Participant (Uncapped) over a reasonable period, as is approved by DEWR in its absolute discretion; and

- (ii) for a DEN Participant (Capped), periods of paid employment during a work trial under a Supported Wage System, prior to the ratification of that Supported Wage System,

but does not include:

- (iii) periods during which the DEN Participant is on leave and receiving workers' compensation payments; or
- (iv) other activities at work, including CRS Australia Work Training or similar workplace training,

and “**Employed**” has a corresponding meaning;

‘**Employment Assistance Phase**’ means:

- (a) in relation to a DEN Participant (Uncapped), the phase described in clause 17; and
- (b) in relation to a DEN Participant (Capped), the phase described in clause 24;

‘**Employment Maintenance Phase**’ means the phase referred to in clause 25;

‘**Employment Placement Phase**’ means the phase referred to in clause 18;

‘**Employment Services Area**’ or ‘**ESA**’ means the area in which the Funding Recipient has an Outlet or a Site as specified in Items B4.14 or B4.15 of Schedule B4 from which the Funding Recipient will provide the DEN Services;

‘**Exit**’ has the meaning given to it in clause 20.11 and 28.9 and ‘**Exited**’ has a corresponding meaning;

‘**Funding Recipient Initiated DMI Redetermination**’ means the redetermination conducted under clause 27.5;

‘**Funding Recipient Initiated DPI Redetermination**’ means the redetermination conducted under clause 10.5;

‘**Generalist DEN Service**’ means a DEN Provider, including the Funding Recipient, that provides DEN Services across the full range of disability types;

‘**Incident**’ means an episode of serious misconduct by a DEN Participant as defined in the Programme Procedures;

‘**Independent Worker (Capped)**’ means an Eligible Worker (Capped) that:

- (a) has been Exited after achieving a Capped 26 Week Employment Outcome; and
- (b) no longer requires Capped Stream - Services at that point in time;

‘**Independent Worker (Uncapped)**’ means an Eligible Worker (Uncapped) who:

- (a) has received 24 Months of Uncapped Stream - Services or 6 Months post employment placement support within the DEN Programme; and
- (b) is working:
 - (i) at least 15 hours a week;
 - (ii) without assistance or support; and
 - (iii) at a wage determined under an applicable:
 - A. award;
 - B. certified agreement;
 - C. individual employment contract or workplace agreement; or
 - D. any other industrial instrument or decision, (which is a reasonable industrial instrument or decision for the Funding Recipient to apply in the circumstances); and

‘Initial Interview’ means, in relation to:

- (a) a DEN Participant (Uncapped), the first interview between the Funding Recipient and the DEN Participant (Uncapped) as outlined in clauses 16.3 and 16.5; and
- (b) a DEN Participant (Capped), the first interview between the Funding Recipient and the DEN Participant (Capped) as outlined in clauses 23.3 and 23.5;

‘Intake Phase’ means, in relation to:

- (a) a DEN Participant (Uncapped), the phase described in clauses 16.1 and 16.2; and
- (b) a DEN Participant (Capped), the phase described in clause 23.1 and clause 23.2;

‘Jeopardy’ means a situation where it is reasonably likely that:

- (a) the Employer of the Eligible Worker (Capped) or Eligible Worker (Uncapped) will terminate that Employment in the immediate future;
- (b) that termination will be lawful and based on a reasonable business decision by the Employer;

- (c) the payment of Employment Maintenance Fees (Capped) or Post Placement Fees (Uncapped) will prevent that termination; and
- (d) the termination is due to the impact of the Eligible Worker's (Capped) or Eligible Worker's (Uncapped) disability on their capacity to undertake their Employment;

'Job Design Services' includes services to match a DEN Participant to an employment opportunity such as the Funding Recipient attending at a workplace, identifying an opportunity within that workplace for the Employment of a DEN Participant and encouraging and assisting the relevant Employer to design Employment for a DEN Participant to fit the opportunity;

'Job Search Services' includes services such as providing advice on job search techniques, career options and employment programmes, entering a DEN Participant's Résumé Summary on JobSearch and providing access to job search facilities;

'Job Seeker Incident Report' means a report recorded on the DEWR's IT system in accordance with clause 14B;

'Key Performance Indicators' or **'KPIs'** means the Key Performance Indicators specified in Schedule B2;

'Relevant Minimum Wage' has the same meaning as it has in subsection 23(1) of the *Social Security Act 1991* (Cth);

'Month' means calendar month and **'Monthly'** has a corresponding meaning;

'New Apprentice' means a person undertaking a New Apprenticeship;

'New Apprenticeship' means an apprenticeship that is recognised by a New Apprenticeship Centre and for which a Training Contract has been lodged on the Training Recognition System by that New Apprenticeship Centre;

'New Apprenticeship Centre' or **'NAC'** means the centres funded by the Commonwealth to coordinate and deliver New Apprenticeships;

'Newstart Activity Agreement' has the same meaning as it has in the *Social Security Act 1991* (Cth) and includes an Activity Agreement which has been approved as a Newstart Activity Agreement by the Secretary under section 606 of the *Social Security Act 1991* (Cth);

'Outlet' means any of the Funding Recipient's offices, administrative business or units that is specified as an Outlet for delivery of Capped Stream - Services in Item B4.14 of Schedule B4;

‘Outlet Capacity’ means the set number of DEN Participants (Capped) that the Funding Recipient can provide Capped Stream - Services to at each Outlet at any one time as specified in Item B4.14 of Schedule B4;

‘Own Organisation’ means the Funding Recipient or that part of the Funding Recipient that delivers DEN Services under this Deed;

‘Parenting Payment Activity Agreement’ has the same meaning as it has in the *Social Security Act 1991* (Cth) and includes an Activity Agreement which has been approved as a Parenting Payment Activity Agreement by the Secretary under section 501A of the *Social Security Act 1991* (Cth);

‘Personnel’ means the persons engaged by the Funding Recipient for the purposes of providing the DEN Services, including the Funding Recipient's employees, sub-contractors, volunteers and agents, but does not include DEN Participants;
‘Programme Procedures’ means the document provided by DEWR to the Funding Recipient which outlines the procedures that the Funding Recipient must follow when providing DEN Services under this Deed;

‘Rapid Reconnection’ means the process by which Centrelink makes an appointment for a DEN Participant in the Funding Recipient’s Electronic Diary where the appointment will take place within 48 hours of the contact by Centrelink with the DEN Participant following notification of a possible participation failure in accordance with clauses 16.12(i), 23.12.(i) and 13.1(b);

‘Related Entity’ means:

- (a) those parts of the Funding Recipient that delivers DEN Services other than as an Own Organisation; or
- (b) ‘an entity connected with a corporation’ as defined by section 64B of the *Corporations Act 2001* (Cth);

‘Relevant Travel Time’ means the time taken to travel between a DEN Participant’s residential address or place of Employment and the Rural or Remote Outlet from which they receive DEN Services;

‘Resumes’ means, for a DEN Participant, to re-enter the DEN Programme after an Allowable Break;

‘Restart’ means, for a DEN Participant, to re-enter the DEN Programme after having Exited;

‘Rural or Remote Outlet’ means an Outlet or a Site that has been classified as Accessible, Moderately Accessible, Remote or Very Remote in accordance with the ARIA;

‘Scheme’ means the Wage Subsidy Scheme or the Workplace Modifications Scheme;

‘Self-employment’ or **‘Self-employed’** means a person who works with the primary aim of deriving a regular income, other than under a contract of employment;

‘Site’ means any of the Funding Recipient’s offices, administrative business or units that is specified as a Site for delivery of Uncapped Stream - Services in Item B4.15 of Schedule B4;

‘Specialist DEN Service’ means a DEN Provider, including the Funding Recipient, that provides DEN Services with respect to one or more particular disability types but not across the full range of disability types;

‘Supported Wage System’ means the Commonwealth system which determines the minimum rate of pay for people who are unable to work at the Relevant Minimum Wage;

‘Star Ratings’ means the relative measure of performance of the Funding Recipient against the KPIs as calculated by DEWR. Star Ratings are measured from 1 - 5 Stars with 5 Stars indicating better performance;

‘Table of Payments’ means the table set out in Item B3.3 of Schedule B3;

‘Target Group’ has the same meaning as in section 8 of the Act;

‘Training Contract’ means the formal agreement between a New Apprentice and their Employer regarding the training of the New Apprentice;

‘Training Recognition System’ or **‘TRS’** means the system on which Training Contracts are lodged;

‘Transition Period’ means 1 July 2009 to 31 December 2009;

‘Uncapped Employment Outcome’ means:

- (a) an Uncapped Intermediate 26 Week Employment Outcome; or
- (b) an Uncapped Full 26 Week Employment Outcome;

‘Uncapped Intermediate 4 Week Employment Milestone’ means when an Eligible Job Seeker (Uncapped) has been in sustainable, ongoing Employment for at least 4 weeks and 40 hours;

‘Uncapped Full 4 Week Employment Milestone’ means when an Eligible Job Seeker (Uncapped) has been in sustainable, ongoing Employment for 60 hours within the previous 4 weeks of Employment;

‘Uncapped 13 Week Employment Milestone’ means:

- (a) an Uncapped Intermediate 13 Week Employment Milestone; or
- (b) an Uncapped Full 13 Week Employment Milestone;

‘Uncapped Intermediate 13 Week Employment Milestone’ means when an Eligible Job Seeker (Uncapped) has been in sustainable, ongoing Employment for at least 13 weeks and 130 hours;

‘Uncapped Full 13 Week Employment Milestone’ means when an Eligible Job Seeker (Uncapped) has been in sustainable, ongoing Employment for 195 hours within the previous 13 weeks of Employment;

‘Uncapped Intermediate 26 Week Employment Outcome’ means when an Eligible Job Seeker (Uncapped) has been in sustainable, ongoing Employment for at least 26 weeks and 260 hours;

‘Uncapped Full 26 Week Employment Outcome’ means when an Eligible Job Seeker (Uncapped) has been in sustainable, ongoing Employment for 390 hours within the previous 26 weeks of Employment;

‘Uncapped Stream’ means the DEN Programme stream that provides assistance to DEN Participants (Uncapped);

‘Uncapped Stream – Services’ means the DEN Services provided under the Uncapped Stream for persons who have been specified as an Eligible Job Seeker (Uncapped) or an Eligible Worker (Uncapped) following assessment by a JCA Provider for the purposes of the DEN Programme;

‘Uncapped Wage Subsidy Employment’ means when an Eligible Job Seeker (Uncapped) has been placed in Employment for at least:

- (a) 10 hours per week for at least 13 weeks; or
- (b) 10 hours per week and less than 13 weeks, where it was reasonably believed when Employment commenced that the Employment would last for at least 13 weeks;

‘Résumé Summary’ means the Résumé Summary to be prepared by the Funding Recipient and:

- (c) the Eligible Job Seeker (Uncapped) under clause 16.1(b)(iii); or
- (d) the Eligible Job Seeker (Capped) under clause 23.1(b)(iii);

‘Voluntary Activity Agreement’ means an agreement, in accordance with clause 16 or 23, between the Funding Recipient and a DEN Participant who does not have Activity Test Requirements, which outlines the assistance or intervention agreed between the DEN Participant and the Funding Recipient;

‘**Wage Subsidy Scheme**’ means the Commonwealth scheme that offers financial assistance through wage subsidies to Employers who employ eligible workers with a disability;

‘**Wage Subsidy Scheme Guidelines**’ means the Guidelines that apply to the Wage Subsidy Scheme as notified by DEWR from time to time;

‘**Workplace Modifications Scheme**’ means the Commonwealth scheme which reimburses Employers for the costs involved in modifying the workplace or purchasing special equipment for new workers with disabilities;

‘**Workplace Modifications Scheme Guidelines**’ means the Guidelines that apply to the Workplace Modifications Scheme as notified by DEWR from time to time; and

‘**Youth Allowance Activity Agreement**’ has the same meaning as it has in the *Social Security Act 1991* (Cth) and includes an Activity Agreement which has been approved as a Youth Allowance Activity Agreement by the Secretary under section 544B of the *Social Security Act 1991* (Cth).

SECTION 1 – GENERAL CLAUSES

2. STATUTORY CONDITIONS

- 2.1 Notwithstanding any other provision of this Deed, the Parties agree that payment of any Fees or Funds by DEWR to the Funding Recipient under this Deed, and the conduct of the Activity by the Funding Recipient, is subject to compliance with the Act, and that this Deed must be read subject to the Act.
- 2.2 Without limiting the generality of clause 2.1, the Funding Recipient must:
- (a) at all times hold a certificate of compliance in accordance with section 12AD of the Act; or
 - (b) obtain a certificate of compliance by the date determined by the Minister pursuant to section 12AD(2)(b)(ii) of the Act,
- and the Parties agree that failure to do so will be regarded as a breach of the Deed by the Funding Recipient which is not capable of remedy.

2. DEN PROGRAMME

Entry to the DEN Programme

- 2.1 The DEN Participant enters the DEN Programme on the Acceptance Date.

Outlets and Sites

- 2.2 The Funding Recipient must provide the DEN Services through the Outlets or the Sites, as appropriate.
- 2.3 The Funding Recipient must not, without DEWR's prior written permission, provide the DEN Services from any Outlet or Site which was not established as at the Date of this Deed.
- 2.4 The Funding Recipient agrees that DEWR may publish the identity of any of the Funding Recipient's Outlets or Sites.

Eligibility for participation in the DEN Programme

- 2.5 Subject to clause 3.6, to be eligible to participate in the DEN Programme:
- (a) the DEN Participant must have been exited from any other Commonwealth funded programme which funds the provision of services (being services of the same or similar nature as the DEN Services) to DEN Participants; and
 - (b) the DEN Participant must not be receiving any assistance under any other Commonwealth programme.

DEN Participant involvement in other funded programmes

- 2.6 The Programme Procedures may describe circumstances when the Funding Recipient may receive Funding under this Deed for a DEN Participant when that

DEN Participant is already receiving assistance from other Commonwealth programmes.

Wages

- 2.7 If the Funding Recipient employs DEN Participants, those DEN Participants must receive at least the minimum wage applicable to their Employment.

Wage payments to Employers

- 2.8 Subject to clauses 14.1 to 14.4, if the Funding Recipient agrees to pay an amount to an Employer of a DEN Participant under this DEN Programme as a supplement or subsidy to the wages of the DEN Participant, the Funding Recipient:
- (a) acknowledges that those funds are not paid for or on behalf of DEWR; and
 - (b) must not represent:
 - (i) that this is the case; or
 - (ii) that DEWR will be a party to any such contract or arrangement with an Employer.

Charging DEN Participants for the Services

- 2.9 Notwithstanding clause 7.11 of Part A of this Deed, the Funding Recipient may charge, on a strict reimbursement basis only, for services unrelated to the DEN Services, such as transport services. However, the Funding Recipient must not make the purchase of any such services by the DEN Participant a prerequisite or requirement for the participation in the DEN Programme, or in any way create that impression.

Classification of payments under this Part B

- 2.10 Subject to clause 3.11, all payments from DEWR to the Funding Recipient under this Part B are “Fees” for the purposes of Part A of this Deed.
- 2.11 The Set Up Payment referred to in clause 29.43 and clause 29.44 is “Funding” for the purposes of Part A of this Deed.

3. INSURANCE REQUIREMENTS

- 3.1 As required by clause 30 of Part A of this Deed, the Funding Recipient must, at its own cost, effect and maintain or cause to be effected or maintained for the Activity Period and the Transition Period, insurance relevant to the provision of the DEN Services and the Funding Recipient’s obligations under this Deed, including but not limited to the following insurance:
- (a) public liability insurance, written on an occurrence basis, with a limit of indemnity of at least \$10 million in respect of any one occurrence which covers:

- (i) the Funding Recipient's liability and the liability of its employees (including to DEWR and to the DEN Participants); and
- (ii) the vicarious liability of DEWR in respect of the acts or omissions of the Funding Recipient;

in respect of:

- (iii) loss of, damage to, or loss of use of any real or personal property (including property of DEWR in the care, custody or control of the Funding Recipient); and
- (iv) the bodily injury of, disease or illness (including mental illness) to, or death of, any person;

arising out of or in connection with the Funding Recipient's provision of DEN Services or this Deed;

- (b) insurance against any injury, damage, expense, loss or liability suffered or incurred by any person engaged in work by the Funding Recipient under this Deed including employees of the Funding Recipient:
 - (i) giving rise to a claim:
 - (A) under any statute relating to workers' or accident compensation; and
 - (B) in relation to DEN Services that are provided in Western Australia, employer's liability at common law with a limit of indemnity of not less than \$50 million for any one occurrence;
 - (ii) in each State or Territory where the Funding Recipient's employees normally reside or where their contract of employment was made, or where DEN Services are provided; and
 - (iii) where possible under the relevant law or scheme governing workers' compensation insurance and in respect of all employers' liability policies, extending to indemnify DEWR for its liability as principal in relation to any claim by an employee of the Funding Recipient or a DEN Participant;
- (c) for any motor vehicles purchased with Funding, comprehensive motor vehicle insurance which covers loss of or damage to the motor vehicle on a market value basis;
- (d) for any motor vehicle used in or the provision of any DEN Services, insurance for not less than \$20 million for any occurrence which covers:
 - (i) third party property damage arising from the use of any plant or vehicles (registered or unregistered) used in respect of the provision of any DEN Services or pursuant to the Deed (including transporting DEN Participants); and
 - (ii) the personal injury of, disease or illness (including mental illness) to, or death of, any person arising from the use of any unregistered plant or vehicles used in or in connection with the provision of any DEN Services or pursuant to the Deed (including transporting DEN Participants);
- (e) compulsory third party motor vehicle insurance in respect of all registered vehicles used in the provision of any DEN Services or the Deed (including transporting of DEN Participants in vehicles of Personnel);
- (f) all risks property insurance for all Assets, Activity Material and premises owned by the Funding Recipient and all plant and equipment of the Funding Recipient material to the Funding Recipient's ability to provide the DEN Services and its obligations under the Deed and DEWR property in its care, custody or control (to the extent the Funding Recipient's liability for loss or damage to such other property is not insured under the insurance referred to in paragraph 4.1(a)) against the risks of loss, damage or destruction by all insurable risks for their full replacement and reinstatement value and business interruption for loss of profit and increased cost of working based on 26 weeks interruption. This insurance and endorsements (with the exception of

limits of liability) must name DEWR and the Funding Recipient as insureds for their respective rights and interests; and

- (g) professional indemnity insurance or errors and omissions insurance to be maintained during the Activity Period and the Transition Period and for at least seven years following the Completion Date:
 - (i) which covers the liability of the Funding Recipient arising from a negligent breach of duty owed in a professional capacity in connection with the performance of the Deed and any DEN Services or, where errors and omissions insurance is effected, arising from an error or omission in judgement, by the Funding Recipient, its employees, subcontractors, consultants or agents;
 - (ii) extending to include cover for unintentional breaches of Intellectual Property Rights; and
 - (iii) with a limit of indemnity of at least \$2 million in respect of each claim and in the aggregate for all claims in any one 12 Month policy period.

4. ACTIVITY AND TRANSITION PERIODS

- 4.1 The Funding Recipient must meet all of its obligations under this Deed during the Activity Period.
- 4.2 During the Transition Period, the Funding Recipient:
 - (a) must continue to meet all its obligations under this Deed, including delivery of the DEN Services and submission of all Reports, in respect of DEN Participants Commenced before the start of the Transition Period; and
 - (b) must not Commence any new DEN Participants.
- 4.3 Subject to clause 5.4, no obligations will continue to be operative under this Part B after the Completion Date.
- 4.4 This clause 5 and clauses 4, 8, 11, 13, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 and any clause required by necessary implication, survive termination or expiration of this Deed.
- 4.5 The terms and conditions of this Deed apply to any DEN Services provided during the Transition Period.

5. REFERRAL OF DEN PARTICIPANTS

Referral of DEN Participants

- 5.1 Subject to clause 6.10, the Funding Recipient may only accept DEN Participants that have:
- (a) been referred to the Funding Recipient through the Electronic Diary following an assessment by Centrelink or a JCA Provider; or
 - (b) approached an Outlet or a Site without a referral and either have an existing valid assessment determining eligibility or have subsequently been assessed by a JCA Provider and the assessment indicates the DEN Participant would benefit from participating in the DEN Programme.
- 6.1A The funding Recipient must ensure that its Electronic Diary has, at all times, capacity to accept appointments within the next two (2) Business Days for:
- (a) referrals under clause 6.1(a); or
 - (b) if required by DEWR, the purposes of Rapid Reconnection, unless otherwise agreed to by DEWR.
- 5.2 If the Funding Recipient is approached by a person in relation to the DEN Programme (other than a person referred to the Funding Recipient under clause 6.10), and a current valid eligibility assessment does not exist for that person, the Funding Recipient must refer the person to a JCA Provider in accordance with the Programme Procedures for a Comprehensive Work Capacity Assessment and subsequent referral.
- 5.3 The Funding Recipient acknowledges that it may not receive any referrals from the assessment process undertaken by a JCA Provider.
- 5.4 A referral following an assessment by a JCA Provider will specify whether the DEN Participant is:
- (a) an Eligible Job Seeker (Capped) or an Eligible Job Seeker (Uncapped); or
 - (b) an Eligible Worker (Capped) or an Eligible Worker (Uncapped).
- 5.5 Unless instructed otherwise by DEWR, the Funding Recipient is not obliged to accept a referral of a DEN Participant (Capped) following an assessment by a JCA Provider. The Funding Recipient will not receive any Funding at all where it does not accept a referral when instructed by DEWR to do so.
- 5.6 Where the referral relates to a DEN Participant (Uncapped), the Funding Recipient must:
- (a) accept the referral;
 - (b) cross refer the person to another DEN Provider in accordance with clause 6.10; or

- (c) if determined by the Funding Recipient to be unsuitable for the DEN Programme, refer the person back to the JCA Provider.
- 5.7 The Funding Recipient must, upon acceptance of a referral of a DEN Participant following an assessment by a JCA Provider, place and retain on the file for that DEN Participant, any advice from the JCA Provider and send any information required to be sent by the Programme Procedures to Centrelink.
- 5.8 The Funding Recipient must give priority to DEN Participants in the Target Group in accordance with the Programme Procedures.
- 5.9 The Funding Recipient may not accept a DEN Participant (Capped) if to do so would cause the Funding Recipient to exceed the Outlet Capacity of an Outlet, except as permitted under clause 26.3 or 26.4.

Cross Referrals

- 5.10 The Funding Recipient may refer an Eligible Job Seeker (Uncapped):
- (a) to another DEN Provider (Uncapped), with the agreement of that DEN Provider, where:
 - (i) the Eligible Job Seeker (Uncapped) has changed their residential address and can no longer reasonably participate in the DEN Programme with the Funding Recipient; or
 - (ii) the Eligible Job Seeker (Uncapped) would be more appropriately assisted by a Specialist DEN Service; or
 - (b) in accordance with clause 7.4, to a JCA Provider at any time where there has been a change in the circumstances of the Eligible Job Seeker (Uncapped) resulting in a change in the appropriateness of that person participating in the DEN Programme.
- 5.11 Where the Funding Recipient refers an Eligible Job Seeker (Uncapped) to another DEN Provider (Uncapped) in accordance with clause 6.10:
- (a) the Funding Recipient must transfer the DEN Participant in accordance with the Programme Procedures and by completing the transfer screen on DEWR's IT System; and
 - (b) that person will continue to be counted towards the Funding Recipient's Business Share unless that Eligible Job Seeker (Uncapped) transfers to another DEN provider within 4 weeks of the referral.
- 5.12 Where an Eligible Job Seeker (Uncapped) is referred to the Funding Recipient by another DEN Provider (Uncapped), the Funding Recipient must check for the existence of a current eligibility assessment on DEWR's IT System. Where there is a current assessment for that person which was made less than two years from the date of the referral and which indicates eligibility for participation in the DEN Programme, the Funding Recipient may accept the Eligible Job Seeker (Uncapped). Where a current assessment does not exist, the Funding Recipient must refer the person to a JCA Provider for a Comprehensive Work Capacity Assessment.

- 5.13 Where an Eligible Job Seeker (Uncapped) is referred to the Funding Recipient by another DEN Provider (Uncapped) in accordance with clause 6.10, that Eligible Job Seeker (Uncapped) will not be counted towards the Funding Recipient's Business Share.

Rapid Reconnection

- 5.14 Where the DEN Participant has an appointment in relation to a Rapid Reconnection, the Funding Recipient must meet with the DEN Participant for the purpose of Commencing or Resuming their participation in the DEN programme.
- 5.15 Where a DEN Participant fails to attend an appointment with the Funding Recipient in relation to a rapid Reconnection, the Funding Recipient must notify Centrelink on DEWR's IT System of:
- (a) the failure; and
 - (b) where known, the reason of the failure;
- on the same Business Day of the appointment.

6. COMPREHENSIVE WORK CAPACITY ASSESSMENTS

Departmental Referral to Comprehensive Work Capacity Assessments

- 6.1 DEWR may refer a DEN Participant to a Department Referred Comprehensive Work Capacity Assessment at any time.
- 6.2 If a DEN Participant is referred by DEWR to a Comprehensive Work Capacity Assessment under clause 7.1, DEWR will inform the Funding Recipient of the referral in writing.
- 6.3 The Funding Recipient must review and revise, as appropriate, the referred DEN Participant's Activity Agreement or Voluntary Activity Agreement within 10 Business Days of the notice from DEWR under clause 7.2.

Funding Recipient Referral to Comprehensive Work Capacity Assessments

- 6.3 The Funding Recipient may refer an Eligible Job Seeker (Capped) or an Eligible Job Seeker (Uncapped) to a Comprehensive Work Capacity Assessment if:
- (a) an Eligible Job Seeker (Capped) or an Eligible Job Seeker (Uncapped) is found to be not suited to the DEN Programme at or after the Initial Interview;
 - (b) an Eligible Job Seeker (Uncapped) is identified as requiring assistance through the Supported Wage Scheme (and is unable to work at a wage that is determined under an applicable award, special wage permit, certified agreement, individual employment contract or workplace agreement or any other industrial instrument or decision) and an assessment of their eligibility for the Supported Wage System is required;
 - (c) the Funding Recipient considers that the Eligible Job Seeker (Capped) or Eligible Job Seeker (Uncapped) has a significant change in circumstances at any time during their participation in the DEN Programme; or
 - (d) the Eligible Job Seeker (Uncapped) is seeking to return from Exit 24 Months or more after the initial DEN Programme assistance.
- 6.5 The Funding Recipient must review and revise, as appropriate, the referred Eligible Job Seeker's (Capped) or Eligible Job Seeker's (Uncapped) Activity Agreement or Voluntary Activity Agreement within 10 Business Days of the Funding Recipient Referred Job Capacity Assessment.
- 6.6 Where the Funding Recipient:
- (a) cross refers an Eligible Job Seeker (Uncapped) to another DEN Provider (Uncapped) under clause 6.10(a); or
 - (b) refers an Eligible Job Seeker (Uncapped) back to the JCA Provider under clause 6.10(b),
- within 4 weeks of the referral to the Funding Recipient, that referral will not count towards the Funding Recipient's Business Share.

7. INFORMATION ABOUT PAYMENTS

General

52. 8A ANNUAL FINANCIAL STATEMENTS

- 8A.1 The Funding Recipient must provide to DEWR its financial statements within one (1) month of its annual general meeting or within one (1) month after the compilation of the financial statements where no annual general meeting is held, and, in any case, no later than six (6) months after the end of its financial year. If the Funding Recipient is a consortium of legal entities or a partnership, then the Funding Recipient must provide one (1) copy of the consolidated financial statements for the consortium or partnership, if available, and individual annual financial statements for each entity. Audited financial statements should be provided where available.
- 8A.2 DEWR may take action under clause 37 of Part A [Remedies] or elect to terminate this Deed in accordance with clause 39 of Part A [Termination for Default], if the Funding Recipient is more than one (1) month overdue in providing its financial statements to DEWR.
- 7.1 The Funding Recipient must:
- (a) claim all payments through DEWR's IT System;
 - (b) strictly comply with all time frames for submitting claims for payments;
 - (c) submit claims for payments in accordance with DEWR's requirements, including the Programme Procedures; and
 - (d) complete all claims truthfully.
- 7.2 DEWR will only make payments to the Funding Recipient when it is satisfied, in its absolute discretion, that the information submitted in support of a claim for payment is correct.
- 7.3 DEWR will not accept any claims for payment submitted by the Funding Recipient more than 20 Business Days after the Completion Date.
- 7.4 The level of payments to the Funding Recipient will be determined in accordance with clause 9.1.
- 7.5 DEWR may increase the value ascribed to some or all of the Fees or Funds set out in Schedule B3 upon 20 Business Days notice of the change. An increase under this clause 8.5 is not a variation to this Deed.
- 7.6 If a payment has been made under this Deed following completion or submission of a claim by the Funding Recipient and DEWR determines that the claim was not, in fact, satisfactory to DEWR, DEWR may recover that payment from the Funding Recipient as a debt due to DEWR.

- 7.7 If a payment has been made under this Deed and DEWR determines within 12 Months of that payment that the event or circumstance to which the payment relates, other than the completion or submission of a claim, did not in fact occur, the payment to which the event or circumstance relates becomes a debt due to DEWR.

Late claims for payment

- 7.8 The Funding Recipient acknowledges and agrees that, without limiting any of DEWR's rights, the Funding Recipient:
- (a) will not be entitled to claim for payment any amount where the claim to which that amount relates was first submitted 3 Months or more after it was due in accordance with this Deed; and
 - (b) will not make any claim, or seek any relief, at law or in equity against DEWR arising out of or in connection with:
 - (i) this clause 8.8; or
 - (ii) the Funding Recipient's failure to submit the claim within 3 Months.

8. DETERMINATION AND CLASSIFICATION OF PAYMENT LEVELS

The process

- 8.1 Following the receipt of:
- (a) the DPI for Employment Assistance Fees for an Eligible Job Seeker (Capped) or an Eligible Job Seeker (Uncapped); or
 - (b) the DMI for Employment Maintenance Fees for an Eligible Worker (Capped),
- 52.1 *DEWR will conduct an assessment of the information supplied about the Eligible Job Seeker (Capped), Eligible Job Seeker (Uncapped) or Eligible Worker (Capped) and, based on that assessment, assign a classification of payment level for that person.*
- 8.2 The classification for a particular payment will remain the same for all payments of that type, unless a redetermination is permitted under this Part B.

Restrictions on the determination process

- 8.3 The Funding Recipient acknowledges and agrees that:
- (a) information about the process for the determination and classification of payment levels under this Deed and the Programme Procedures, or any reassessment, will not be disclosed by DEWR to the Funding Recipient except as allowed by the Programme Procedures;
 - (b) if the information described in clause 9.3(a) comes into the possession of the Funding Recipient, it will:
 - (i) immediately return the information to DEWR;
 - (ii) not keep a copy of the information; and
 - (iii) not disclose the contents of the information;

- (c) unless expressly permitted, a determination, redetermination or classification of payments under this Deed or the Programme Procedures:
 - (i) will be made in DEWR's absolute discretion; and
 - (ii) cannot be the subject of an appeal or review process; and
- (d) the Funding Recipient may make details of completed DPIs or DMIs relating to a DEN Participant available to that DEN Participant if requested, but may not release any copy of those forms without DEWR's prior written permission.

9. DPI REDETERMINATIONS

Department Initiated DPI Redetermination

- 9.1 DEWR may instruct the Funding Recipient to conduct a Department Initiated DPI Redetermination on an Eligible Job Seeker (Capped) or an Eligible Job Seeker (Uncapped) at any time.
- 9.2 DEWR may, in its absolute discretion, conduct a Department Initiated DPI Redetermination in accordance with the Programme Procedures.
- 9.3 If DEWR instructs the Funding Recipient to conduct a Department Initiated DPI Redetermination under clause 10.1, DEWR will inform the Funding Recipient in writing that the redetermination is being conducted, together with an explanation of why it is being conducted.
- 9.4 Upon notice from DEWR that a Department Initiated DPI Redetermination has been conducted, the Funding Recipient must submit, within 3 Months of the date of that notice, a DPI that complies with the Programme Procedures for each Eligible Job Seeker (Capped) or Eligible Job Seeker (Uncapped) to which the redetermination relates.

Funding Recipient Initiated DPI Redeterminations

- 9.5 The Funding Recipient may conduct a Funding Recipient Initiated DPI Redetermination if there has been a demonstrable change in the support requirements of an Eligible Job Seeker (Capped) or an Eligible Job Seeker (Uncapped).
- 10.6 If a Funding Recipient Initiated DPI Redetermination is conducted, the Funding Recipient must update the Activity Agreement or Voluntary Activity Agreement for the person to whom the redetermination relates as soon as reasonably practicable.

- 9.6 The Funding Recipient acknowledges that, for the purposes of a Funding Recipient Initiated DPI Redetermination, loss of employment by an Eligible Job Seeker (Capped) or an Eligible Job Seeker (Uncapped) will not be a demonstrable change in support requirements.

Evidence needed for Funding Recipient Initiated DPI Redeterminations

- 9.7 The Funding Recipient must:
- (a) ensure that evidence in support of a Funding Recipient Initiated DPI Redetermination meets the requirements of the Programme Procedures;
 - (b) retain all of the supporting evidence referred to in clause 10.8(a) in relation to any Funding Recipient Initiated DPI;
 - (c) provide copies of the supporting evidence referred to in clause 10.8(a) to DEWR within 10 Business Days of a notice from DEWR that this evidence is required; and
 - (d) provide copies of, or access to, the supporting evidence referred to in clause 10.8(a) to DEWR for the purpose of conducting an inspection or audit under this Deed.

Effect of a Funding Recipient Initiated DPI Redetermination

- 9.8 If a Funding Recipient Initiated DPI Redetermination results in a change in the Employment Assistance Fees level payable for an Eligible Job Seeker (Capped) or an Eligible Job Seeker (Uncapped), the new payment level will only apply to the next Monthly payment after the redetermination is made.
- 9.9 A Funding Recipient Initiated DPI Redetermination is not retrospective in effect and will not be backdated to any point in time, including to the date of the redetermination.
- 9.10 The Funding Recipient may only conduct a further Funding Recipient Initiated DPI Redetermination for the same person after receiving 3 Employment Assistance Fees payments or Employment Maintenance Fees payments from the date of the previous determination or redetermination.

10. PERFORMANCE MANAGEMENT

Key Performance Indicators

- 10.1 The Funding Recipient must, when providing the DEN Services, meet the standard or Performance Benchmark specified for each Key Performance Indicator (“KPI”), if any, set out in Schedule B2.
- 10.2 If DEWR considers that the Funding Recipient has not met the standard or Performance Benchmark specified for any of the KPIs, in addition to the actions set out in clause 19.6 of Part A of this Deed, DEWR may reduce the Funding Recipient’s Outlet Capacity or Business Share, as relevant, for part or all of the remaining Term of this Deed.

- 10.2 If DEWR considers that the Funding Recipient has exceeded the standard or target specified for any of the KPIs, DEWR may, with the agreement of the Funding Recipient, increase the Funding Recipient's Outlet Capacity or Business Share, as relevant, for part or all of the remaining Term of this Deed.

Star Ratings

- 10.3 The Funding Recipient will be provided with a Star Rating for each Outlet or Site. The Star Rating will be calculated using a weighting against each KPI to which the Star Ratings apply. Once the individual Star Ratings have been calculated for the Funding Recipient and other DEN Providers, the Star Ratings will be moderated, using regression analysis, to take into account the impact of local labour market conditions and the personal characteristics of the Funding Recipient's and other DEN Provider's DEN Participants. The Star Ratings will then be used by DEWR to gauge the Funding Recipient's comparative performance.
- 10.4 DEWR may set a benchmark Star Rating to indicate the minimum acceptable performance.
- 10.5 If the Star Rating for an Outlet or Site falls below the benchmark Star Rating, DEWR may, by written notice and in its absolute discretion, decrease the Funding Recipient's Outlet Capacity or Business Share, as relevant, for part or all of the remaining Term of this Deed.

11. COMPLAINTS

- 11.1 In addition to the requirements under clause 33 of Part A of this Deed, the Funding Recipient must:
- (a) when providing information to DEN Participants about making Complaints, ensure that the Funding Recipient provides information about the Complaints Resolution and Referral Service (CRRS);
 - (b) cooperate with the CRRS and DEWR to resolve Complaints by:
 - (i) providing any relevant documentation related to the Complaint (including any of the Funding Recipient's policy, procedures and records) to the CRRS and DEWR;
 - (ii) allowing the CRRS to access the Funding Recipient's Outlets or Sites to inspect relevant records; and
 - (iii) not preventing DEN Participants or the Funding Recipient's staff from being interviewed by the CRRS; and
 - (c) assist and allow DEN Participants to access advocacy support to deal with a Complaint.

12. NOTIFICATION TO CENTRELINK

- 12.1 In respect of any DEN Participants who are in receipt of Unemployment Allowance(s), the Funding Recipient must notify Centrelink of any:

- (a) change in the circumstances of a DEN Participant; and
 - (b) non-compliance or possible non-compliance by a DEN Participant of obligations relating to Unemployment Allowance(s),
- within 5 Business Days of becoming aware of the change in circumstances, non-compliance or possible non-compliance.

12.2 The Funding Recipient must respond within 5 Business Days to any request for information by Centrelink or DEWR about any change in circumstances, non-compliance or possible non-compliance referred to in clause 13.1.

13. WAGE SUBSIDY SCHEME AND WORKPLACE MODIFICATIONS SCHEME

Wage Subsidy Scheme

- 13.1 The Funding Recipient may, but is not obliged to, pay a wage subsidy under the Wage Subsidy Scheme to an Employer with respect to a DEN Participant.
- 13.2 If the Funding Recipient pays a wage subsidy in accordance with clause 14.1, the Funding Recipient must:
- (a) ensure that the payment is in accordance with the Wage Subsidy Scheme Guidelines;
 - (b) arrange for payment, from its own funds, of the wage subsidy to the Employer for that DEN Participant; and
 - (c) submit a claim for reimbursement of the wage subsidy through DEWR's IT System.
- 13.3 The Funding Recipient must not pay a wage subsidy under the Wage Subsidy Scheme to the Funding Recipient's Own Organisation or a Related Entity.
- 13.4 DEWR will reimburse the wage subsidy to the Funding Recipient in accordance with, and subject to, the requirements for payment under the Wage Subsidy Scheme Guidelines.

Workplace Modifications Scheme

- 13.5 The Funding Recipient may, but is not obliged to, apply for assistance, or assist or act on behalf of an Employer to apply for assistance, under the Workplace Modifications Scheme with respect to a DEN Participant.
- 13.6 If the Funding Recipient makes an application for assistance in accordance with clause 14.5, the Funding Recipient must, in accordance with the Workplace Modifications Scheme Guidelines:
- (a) submit the application;
 - (b) upon notification from DEWR or its nominated representative that the application has been approved, arrange for payment, from its own funds, of the Approved Amount for the sole purpose of the purchase of workplace adjustments or modifications for the DEN Participant who is the subject of the application; and
 - (c) submit a claim for reimbursement of the Approved Amount through DEWR's IT System.
- 13.7 DEWR will reimburse Approved Amounts to the Funding Recipient in accordance with, and subject to, the requirements for payment under the Workplace Modifications Scheme Guidelines.

Monitoring by DEWR

- 13.8 DEWR will monitor:
- (a) in relation to the Wage Subsidy Scheme, the Funding Recipient's payment and claims for reimbursement of amounts paid; and
 - (b) in relation to the Workplace Modifications Scheme, the Funding Recipient's use and claims for reimbursement of Approved Amounts,
- in accordance with clauses 9, 14.2, 18 and 19 of Part A of this Deed.
- 13.9 In particular, DEWR will monitor the Funding Recipient's use and reimbursement of Approved Amounts under the Workplace Modifications Scheme where services, activities, facilities or products have been purchased from the Funding Recipient's Own Organisation or a Related Entity.
- 13.10 The Funding Recipient acknowledges and agrees that:
- (a) an unethical manner for the purposes of clause 3.3 of Part A of this Deed includes any practice that:
 - (i) involves inappropriately:
 - (A) paying a wage subsidy under the Wage Subsidy Scheme; or
 - (B) applying for an amount under the Workplace Modifications Scheme;
 - (ii) misuses or misappropriates:

- (A) a wage subsidy paid under the Wage Subsidy Scheme; or
- (B) an Approved Amount under the Workplace Modifications Scheme;
or
- (iii) involves an incorrect claim for reimbursement of expenses actually incurred or amounts actually paid by the Funding Recipient under a Scheme;
- (b) the practices described in clause 14.10(a) may result in DEWR applying the sanctions set out in clause 19.4 of Part A of this Deed;
- (c) for the purposes of clause 9.2 of Part A of this Deed, “Funds” includes payments to third parties with:
 - (i) moneys paid under the Wage Subsidy Scheme; or
 - (ii) approved for expenditure under the Workplace Modifications Scheme;
- (d) clause 10 of Part A of this Deed applies to any amount determined by to have been incorrectly reimbursed to the Funding Recipient under a Scheme;
- (e) in addition to the requirements set out in clause 14.2 of Part A of this Deed, Progress Reports must include a list, and amounts, of expenses claimed or payments made under a Scheme and a description of the subsidy provided or adjustment or modification made to a workplace under the relevant Scheme; and
- (f) in addition to the requirements set out in clauses 9.4 and 25.1 of Part A of this Deed, the Funding Recipient must:
 - (i) create and maintain full and accurate accounts and Records of expenses claimed or payments made under a Scheme including a description of the subsidy provided or adjustment or modification made to a workplace under the relevant Scheme; and
 - (ii) provide these accounts and Records to DEWR upon request.

53. work experience Placements

.14A.1 For the purposes of this clause 14A:

- (a) ‘**Work Experience Placement**’ or ‘**WEP**’ means voluntary work experience of a limited period, as notified by DEWR from time to time;
- (b) ‘**Host**’ means an entity (and, where the context so admits, includes its relevant officers, employees and agents) that:
 - (i) has the capacity to provide work experience as described in clauses 14A.1(a) and 14A.3 to a DEN Participant;
 - (ii) has not previously used the system of WEPs, described in this clause 14A, in a manner that contravenes the WEP Programme Guidelines; and
 - (iii) satisfies any additional requirements that may be specified in the WEP Programme Guidelines; and

- (c) ‘**WEP Programme Guidelines**’ means the document provided by DEWR to the Funding Recipient which outlines the guidelines that the Funding Recipient must follow when providing WEP under this Deed, as amended from time to time.

.14A.2 The Funding Recipient or DEWR may terminate a WEP at any time.

.14A.3 Where the Funding Recipient places a DEN Participant into a WEP with a Host under this Deed, the Funding Recipient must ensure that:

- (a) the WEP is one that is intended to provide the DEN Participant with the opportunity to:
 - (i) increase their work skills; and/or
 - (ii) demonstrate to the Host (or other potential employer), their capacity to perform productive work;
- (b) there is no intention or understanding on the part of the Host or the DEN Participant that the WEP itself will create legal relations between the DEN Participant, and:
 - (i) DEWR;
 - (ii) the Funding Recipient; or
 - (iii) the Host;
- (c) both the DEN Participant and Host are aware that:
 - (i) the DEN Participant, the Host, the Funding Recipient or DEWR may terminate the WEP at any time; and
 - (ii) the WEP is terminated immediately, if the DEN Participant and the Host decide to enter into a common law employment relationship;
- (d) prior to the commencement of the WEP:
 - (i) the DEN Participant has signed a WEP Participant letter; and
 - (ii) the Host has signed a WEP Host letter, in a form as provided, or agreed, by DEWR;
- (e) at the commencement, and throughout the WEP, the Funding Recipient has satisfied itself that there is a safe system of work in place for the WEP, including that the Host is complying with:
 - (i) relevant occupational health and safety requirements, as if the DEN Participant is an employee in the relevant industry in which the WEP occurs; and
 - (ii) relevant statutory workers compensation requirements, if any;
- (f) the Funding Recipient records the commencement and end dates of the WEP on DEWR IT Systems, and other details of the WEP, as required, and in the manner notified by DEWR from time to time;

- (g) throughout the WEP, the Funding Recipient monitors the DEN Participant's progress in their WEP, at the times, and in the manner, notified by DEWR from time to time; and
- (h) the Funding Recipient complies with the WEP Programme Guidelines.

14A.4 From 1 January 2007, where the Funding Recipient places a DEN Participant into a WEP, DEWR will provide personal accident and public liability insurance for the benefit of the DEN Participant (the amount and form of which is at DEWR's absolute discretion), provided that:

- (a) the DEN Participant is a person which DEWR has determined is eligible to receive insurance coverage under this clause, and for whom DEWR has obtained insurance;
- (b) the WEP is one which complies with:
 - (i) the requirements set out in clause 14A.3 and
 - (ii) any additional requirements as may be required by DEWR's insurer; and
- (c) the Funding Recipient has complied with, and continues to comply with:
 - (i) all requirements under this Deed including, but not limited to, clauses 14, 19.2, 25, 26 and 28 of Part A; and
 - (ii) any requirements in the WEP Programme Guidelines about conditions under which DEWR will provide insurance for the benefit of DEN Participants whilst participating in WEPs.

Note: For the avoidance of doubt, DEWR will not provide insurance under this clause 14A.4 in respect of DEN Participants who participate in work experience and who are not eligible to receive insurance coverage in accordance with clause 14A4(a).

14A.5 DEWR will not make any payments to the Funding Recipient for WEPs arranged by the Funding Recipient, apart from those payments which are otherwise set out in this Deed.

14A.6 The Funding Recipient must not demand or accept any payment from a Host in relation to a WEP.

54. 14B. JOB SEEKER INCIDENT REPORTS

14B.1 The Funding Recipient must submit a Job Seeker Incident Report on DEWR's IT System, in accordance with the Programme Procedures, when an Incident occurs.

SECTION 2 – UNCAPPED STREAM – SERVICES

14. PHASED APPROACH TO THE PROVISION OF UNCAPPED STREAM - SERVICES

- 14.1 The Uncapped Stream consists of the following three separate phases:
- (a) Intake Phase;
 - (b) Employment Assistance Phase; and
 - (c) Employment Placement Phase.
- 14.2 The Funding Recipient must provide the Uncapped Stream - Services as outlined in the Programme Procedures:
- (a) through personalised assistance;
 - (b) based on the DEN Participant's (Uncapped) assessed needs; and
 - (c) through a continuation of services and regular contact with the DEN Participant (Uncapped).

15. INTAKE PHASE

General

- 15.1 The Intake Phase:
- (a) commences on the Acceptance Date; and
 - (b) concludes when the Funding Recipient and the DEN Participant (Uncapped) have completed the relevant:
 - (i) Activity Agreement or Voluntary Activity Agreement;
 - (i) DPI; and
 - (ii) Résumé Summary
- 15.2 The Intake Phase consists of:
- (a) the Initial Interview; and
 - (b) authorisation of the DPI.

Initial interview

- 15.3 The Initial Interview will be arranged by Centrelink or a JCA Provider through the Funding Recipient's electronic diary. Centrelink or the JCA Provider will inform the DEN Participant (Uncapped) of the date and time of the Initial Interview.
- 15.4 If the DEN Participant (Uncapped) does not attend the Initial Interview, the Funding Recipient must:
- (a) make two attempts to contact the DEN Participant (Uncapped) and make another appointment within two (2) Business Days of the Initial Interview appointment; and

- (a) if the attempts to contact the DEN Participant (Uncapped) are unsuccessful, notify Centrelink in accordance with the Programme Procedures of the above.

Preparing Activity Agreements and Voluntary Activity Agreements – general requirements

16.5 At the Initial Interview, the Funding Recipient:

- (a) must provide the DEN Participant (Uncapped) with information about the:
 - (i) Activity Agreement and Voluntary Activity Agreement, as relevant;
 - (ii) Résumé Summary;
 - (iii) DPI and evidence gathering; and
 - (iv) Programme, including assistance available and Job Search Services;
- (b) must ensure that an Activity Agreement or Voluntary Activity Agreement is completed, approved and signed, as relevant, for each DEN Participant (Uncapped); and
- (c) must accept or cross refer the DEN Participant (Uncapped) to a DEN Provider on the DEWR's IT System.

Period following the Initial Interview

16.6 Following the Initial Interview with the DEN Participant (Uncapped), the Funding Recipient must provide the following Uncapped Stream - Services:

- (a) update the Activity Agreement or Voluntary Activity Agreement, as required;
- (b) complete and authorise the DPI;
- (c) complete the Résumé Summary;
- (d) provide Job Search Services;
- (e) prepare the DEN Participant (Uncapped) for, or engage the DEN Participant (Uncapped) in, employment opportunities; and
- (f) provide Job Design Services.

16.7 DEWR will issue the Funding Recipient with the approved forms of Activity Agreements and Voluntary Activity Agreements.

16.8 The Funding Recipient must complete an Activity Agreement or a Voluntary Activity Agreement, as relevant, for each DEN Participant (Uncapped) within the timeframe set out in the Programme Procedures.

16.9 The Funding Recipient must:

- (a) notify each DEN Participant (Uncapped) of:
 - (i) the requirement to enter into an Activity Agreement or a Voluntary Activity Agreement, as relevant;
 - (ii) the places and times at which the relevant agreement is to be negotiated; and

- (iii) the requirement for the relevant agreement to set out what the DEN Participant (Uncapped) and the Funding Recipient will do during the Employment Assistance Phase, and, for Activity Agreement Job Seekers, the requirement for an Activity Agreement to detail the activity required to meet the Activity Test Requirements;
- (b) ensure that the DEN Participant (Uncapped) understands their rights, responsibilities and obligations in relation to their agreement;
- (c) when entering into an Activity Agreement or a Voluntary Activity Agreement with a DEN Participant (Uncapped), use the form issued under clause 16.7; and
- (d) enter the details of the relevant agreement onto DEWR's IT Systems.

16.10 Activity Agreements and Voluntary Activity Agreements must:

- (a) comply with the Programme Procedures;
- (b) outline the obligations and activities that assist in achieving the planned employment goals of the DEN Participant (Uncapped);
- (c) take into account:
 - (i) the DEN Participant's (Uncapped) education, experience, skills and age;
 - (ii) the impact of any disability, illness, mental condition or physical condition of the DEN Participant (Uncapped) on their ability to work, to look for work or to participate in training activities;
 - (iii) the state of the local labour market and the transport options available to the DEN Participant (Uncapped) in accessing that market;
 - (iv) the participation opportunities available to the DEN Participant (Uncapped);
 - (v) the family and caring responsibilities of the DEN Participant (Uncapped);
 - (vi) the length of travel time required for compliance with the agreement; and
 - (vii) any other matters that the Funding Recipient considers relevant in the circumstances.
- (d) be revised by the Funding Recipient as required by the circumstances of the DEN Participant (Uncapped) or the Programme Procedures; and
- (e) if the DEN Participant (Uncapped):
 - (i) is an Activity Agreement Job Seeker, be signed by a Delegate; or

- (ii) does not have Activity Test Requirements, be signed by the Funding Recipient.

Activity Agreement Job Seekers

16.11 In relation to Activity Agreement Job Seekers, the Funding Recipient must:

- (a) arrange for a Delegate to prepare, approve the terms of, and sign an Activity Agreement, in accordance with, as relevant:
 - (i) in relation to a Parenting Payment Activity Agreement - sections 501 to 501E of the *Social Security Act 1991* (Cth);
 - (ii) in relation to a Youth Allowance Activity Agreement - sections 544A to 544E of the *Social Security Act 1991* (Cth); and
 - (iii) in relation to a Newstart Activity Agreement - sections 605 and 607C of the *Social Security Act 1991* (Cth); and
- (b) ensure that the Activity Agreement is signed by the Activity Agreement Job Seeker after it is signed by a Delegate;
- (c) once the Activity Agreement has been signed by a Delegate and the Activity Agreement Job Seeker, enter the Delegate's approval onto DEWR's IT System by clicking the relevant "Approve" button;
- (d) certify that:
 - (i) in negotiating the Activity Agreement, the sections set out at clause 16.11(a), as relevant, were complied with; and
 - (ii) the Activity Agreement Job Seeker has signed the Activity Agreement after the Delegate;
- (e) ensure that the Activity Agreement details the activity required to meet the Activity Test Requirements;
- (f) ensure that a Delegate, in exercising delegated powers in relation to the preparation and approval of Activity Agreements under the *Social Security Act 1991*(Cth), also complies with the *Social Security Act 1991* (Cth) and *Social Security (Administration) Act 1999* (Cth) generally, including the provisions of Division 3 (Confidentiality) of Part 5 of the *Social Security (Administration) Act 1999* (Cth) and *Social Security (Activity Agreement Requirements) (DEWR) Determination 2006*; and
- (g) ensure that all Delegates receive training on all legislative provisions relevant to their approving of Activity Agreements.

DEN Participant's (Uncapped) conduct in relation to Activity Agreements and Voluntary Activity Agreements

16.12 If a DEN Participant (Uncapped) fails to:

- (a) attend at the place and time arranged for the negotiation of an Activity Agreement or a Voluntary Activity Agreement;
- (b) respond to correspondence about the negotiation of an Activity Agreement or a Voluntary Activity Agreement;

- (c) agree to the reasonable terms, or any reasonable variation, of their Activity Agreement or Voluntary Activity Agreement as proposed in negotiation between the Funding Recipient or a Delegate and the DEN Participant (Uncapped);
- (d) enter into an Activity Agreement or a Voluntary Activity Agreement, as relevant;
- (e) comply with the terms of their Activity Agreement or a Voluntary Activity Agreement, as relevant; or
- (f) respond to a notification of an appointment by, or other requirement of, the Funding Recipient in relation to an Activity Agreement or a Voluntary Activity Agreement,

the Funding Recipient must:

- (g) if the failure has not yet been discussed, attempt to, contact the DEN Participant (Uncapped) as soon as practicable to ascertain whether he or she had sufficient reason(s) for the failure; and
- (h) in the absence of either:
 - (i) contact, after at least two (2) attempts, made on separate Business Days, to contact the DEN Participant (Uncapped); or
 - (ii) after contact, sufficient reason(s) for such failure,

the Funding Recipient, subject to clauses 6.15 and 16.13:

- (i) must, in the case of an Activity Agreement Job Seeker:
 - (i) notify Centrelink within five (5) Business Days of an absence under clause 16.12(h) in accordance with the Programme Procedures; and
 - (ii) supply Centrelink with documentary evidence of such failure, reason(s), contact(s) or attempt(s), if requested by Centrelink; and
- (j) may, in the case of a DEN Participant (Uncapped) who does not have Activity Test Requirements, Exit them from the DEN Programme in accordance with clause 20, and the Programme Procedures.

16.13 Where the Funding Recipient has or obtains evidence that demonstrates that a DEN Participant's (Uncapped) capacity to undertake the activities described in clause 16.10 has been impeded because of a particular circumstance, the Funding Recipient may, in its discretion, elect not to inform Centrelink in accordance with clause 16.12(i), or, in the case of a DEN Participant (Uncapped) who does not have Activity Test Requirements, elect not to Exit him or her from the DEN Programme. The Funding Recipient must document any such exercise of its discretion, including an outline of reasons why the discretion was exercised, on the DEN Participant's (Uncapped) file.

Completion of the DPI

16.14 The Funding Recipient must complete the DPI for the DEN Participant (Uncapped) no sooner than 20 Business Days and no later than 50 Business Days after the Acceptance Date.

Provision of Job Search Services

16.15 Following the Initial Interview, the Funding Recipient must provide Job Search Services to each DEN Participant (Uncapped).

Provision of employment opportunities

16.16 Following completion of the DPI, the Funding Recipient must provide the DEN Participant (Uncapped) with an outline of how the Funding Recipient will canvass and approach Employers for employment opportunities for the DEN Participant (Uncapped).

16. EMPLOYMENT ASSISTANCE PHASE

General

- 17.1 The Employment Assistance Phase:
- (a) commences when the Intake Phase concludes; and
 - (b) concludes when a DEN Participant (Uncapped) achieves an Uncapped 13 Week Employment Milestone.
- 16.2 During the Employment Assistance Phase, the Funding Recipient must:
- (a) search for jobs for each DEN Participant (Uncapped) and build the DEN Participant's (Uncapped) capacity to participate in employment; and
 - (b) in accordance with clause 17.6, provide support and information to the DEN Participant (Uncapped) during their initial 13 week period of Employment.

Assisting a DEN Participant (Uncapped) to obtain Employment

- 17.3 The Funding Recipient must:
- (a) provide or purchase, as appropriate to each DEN Participant (Uncapped):
 - (i) training as identified in the DEN Participant's (Uncapped) Activity Agreement or Voluntary Activity Agreement;
 - (ii) counselling services as identified in the DEN Participant's (Uncapped) Activity Agreement or Voluntary Activity Agreement;
 - (iii) on the job training as identified in the DEN Participant's (Uncapped) Activity Agreement or Voluntary Activity Agreement;
 - (iv) assistance to enable the DEN Participant (Uncapped) to obtain sustainable Employment;
 - (v) assistance to enable the DEN Participant (Uncapped) to undertake Self-employment as identified in the DEN Participant's (Uncapped) Activity Agreement or Voluntary Activity Agreement; and
 - (vi) a WEP, in accordance with clause 14B, and the DEN Participant's (Uncapped) Activity Agreement or Voluntary Activity Agreement; and
 - (c) maintain regular face to face contact with the DEN Participant (Uncapped) at least once every 10 Business Days; and
 - (d) provide assistance to enable the DEN Participant (Uncapped) to obtain sustainable Employment; and
 - (d) provide assistance to ensure the DEN Participant (Uncapped) is in Employment that pays a wage that is determined under an applicable award, special wage permit, certified agreement, individual employment contract or workplace agreement or any other industrial instrument or decision.

- 16.3 In relation to clause 17.3(b), the Funding Recipient must:
- (a) schedule regular contacts with each DEN Participant (Uncapped) in the electronic diary;
 - (b) advise each DEN Participant (Uncapped) of the date and time of their next contact during the course of each contact; and
 - (c) 2 Business Days before any contact, remind each DEN Participant (Uncapped) about their upcoming contact using the DEN Participant's (Uncapped) preferred means of communication.

Assisting Employers

- 16.4 The Funding Recipient must:
- (a) actively promote and market the abilities of job seekers with disabilities;
 - (b) actively participate in local area employer networks and forums; and
 - (c) provide assistance and training to Employers and staff to support the DEN Participant (Uncapped) in the workplace where appropriate.

Additional activities

- 16.5 Once a DEN Participant (Uncapped) has obtained Employment, the Funding Recipient must, during the DEN Participant's (Uncapped) first 13 weeks of Employment:
- (a) maintain regular contact with, and provide appropriate support to, the DEN Participant (Uncapped), including face to face contact with each DEN Participant (Uncapped) at least once every 10 Business Days;
 - (b) where required, advocate on behalf of the DEN Participant (Uncapped);
 - (c) assist Employers to access additional assistance that may be available to employers of people with disabilities;
 - (d) where required, assist the Employer to prepare a job description for the DEN Participant (Uncapped); and
 - (e) provide training information and awareness raising activities at the DEN Participant's (Uncapped) workplace.

17. EMPLOYMENT PLACEMENT PHASE

General

- 17.1 The Employment Placement Phase:
- (a) commences when the Employment Assistance Phase concludes; and
 - (b) concludes when a DEN Participant (Uncapped) Exits the Programme.
- 17.2 During the Employment Placement Phase, the Funding Recipient must:
- (a) assist each DEN Participant (Uncapped) to ensure that they:

- (i) will be able to work independently within 24 Months from the Acceptance Date;
 - (ii) are in sustainable Employment;
 - (iii) are receiving a wage that is determined under an applicable award, certified agreement, individual employment contract or workplace agreement or any other industrial instrument or decision;
 - (iv) have met the goals set out in their Activity Agreement or Voluntary Activity Agreement; and
 - (v) have met their Activity Test Requirements;
- (b) contact the DEN Participant (Uncapped) at least once every 20 Business Days;
 - (c) develop an Exit plan for each DEN Participant (Uncapped) in accordance with clause 18.3; and
 - (d) prepare and complete an Exit report for each DEN Participant (Uncapped) in accordance with clauses 18.4 to 18.6.

Exit plans

- 17.3 The Funding Recipient must prepare an Exit plan for each DEN Participant (Uncapped), which must detail the steps the Funding Recipient and the DEN Participant (Uncapped) will take to achieve the DEN Participant's (Uncapped) independence in the workplace.

Exit reports

- 17.4 Where a DEN Participant (Uncapped) has been placed in Employment for at least 15 hours per week, the Funding Recipient must prepare an Exit report and enter that Exit report into DEWR's IT System within 20 Business Days of the DEN Participant's (Uncapped) Exit.
- 17.5 Where an Eligible Job Seeker (Uncapped) has not been placed in Employment for at least 15 hours a week within 24 Months of the Acceptance Date or 6 Months of receiving post Employment placement support, the Funding Recipient must complete an Exit report for that Eligible Job Seeker (Uncapped) and enter that Exit report into DEWR's IT System:
- (a) no earlier than 22 Months into the 24 Month period; and
 - (b) no later than 5 Business Days before the date of Exit.
- 17.6 The Exit report must detail:
- (a) the reason for Exit;
 - (b) the assistance provided or purchased on behalf of the DEN Participant (Uncapped);
 - (c) the employment activities undertaken by the DEN Participant (Uncapped); and
 - (d) any barriers to future employment or maintaining current Employment.

Intermittent support

- 18.7 If Exited as an Independent Worker (Uncapped), the Funding Recipient may provide intermittent support to that DEN Participant (Uncapped) after Exit.
- 18.8 If the Funding Recipient provides intermittent support in accordance with clause 18.7, the Funding Recipient may be eligible to claim an Intermittent Support Fee as set out in clauses 21.27, 21.28 and 21.29 or an Intermittent Support Fee (Mental Health) as set out in clauses 21.27A, 21.28 and 21.29.

18. BUSINESS SHARE

- 18.1 The Funding Recipient must only provide the Uncapped Stream - Services to DEN Participants (Uncapped) for the purposes of this Deed and the DEN Programme.
- 18.2 A Generalist DEN Service will be allocated DEN Participants (Uncapped) in accordance with the Allocation Process up to a maximum number of allocations determined by reference to the Funding Recipient's Business Share.
- 18.3 The Funding Recipient's Business Share does not guarantee the number of DEN Participants (Uncapped) who may be allocated to the Funding Recipient.
- 18.4 DEWR may, by written notice and in its absolute discretion, direct that the Funding Recipient's Business Share be increased or decreased by an amount advised by DEWR.
- 18.5 A direction under clause 19.4 may be specified in the notice to apply to part or all of the remaining Term of this Deed.

19. ALLOWABLE BREAKS AND EXIT

Allowable Breaks

- 19.1 A DEN Participant (Uncapped) may only have an Allowable Break from the DEN Programme in accordance with clause 20.2 and the Programme Procedures.
- 19.2 An Allowable Break can only be implemented where it is in the best interests of the DEN Participant (Uncapped) as determined by Centrelink.
- 19.3 The length of the Allowable Break will be determined by Centrelink.
- 19.4 An Allowable Break for a DEN Participant (Uncapped) will be administered in accordance with the Programme Procedures.
- 19.5 A DEN Participant (Uncapped) Resumes on the date they are reactivated by the Funding Recipient in DEWR's IT System.
- 19.6 A DEN Participant (Uncapped) who Resumes within 24 Months of Commencing in the DEN Programme must be referred to a JCA Provider if the JCA is no longer valid.
- 19.7 The DEN Participant's (Uncapped) participation in the DEN Programme will not be extended by the length of the Allowable Break.
- 19.8 The Funding Recipient is not entitled to any payments with respect to a DEN Participant (Uncapped) while that DEN Participant (Uncapped) is on an Allowable Break.
- 19.9 A DEN Participant (Uncapped) will continue to count towards the Funding Recipient's Business Share during the period that the DEN Participant (Uncapped) is on an Allowable Break.

20.10 Payments for a DEN Participant (Uncapped) on an Allowable Break will resume with the next payment that may be due after the date the DEN Participant (Uncapped) returns from that Allowable Break.

Exits

19.11 The Funding Recipient must ensure that a DEN Participant (Uncapped) Exits the DEN Programme when:

- (a) the DEN Participant (Uncapped) has achieved an Uncapped Full 26 Week Employment Outcome and no longer requires support;
- (b) the DEN Participant (Uncapped) is an Independent Worker (Uncapped) who requires intermittent support only;
- (c) the DEN Participant (Uncapped) has not been placed in Employment within 24 Months of Commencing in the DEN Programme;
- (d) the DEN Participant (Uncapped) has received 24 Months assistance in the DEN Programme with at least 6 Months of support post Employment placement;
- (e) the DEN Participant (Uncapped) is no longer receiving the Newstart Allowance, the Youth Allowance or the Parenting Payment as determined in accordance with the Programme Procedures;
- (f) the DEN Participant (Uncapped) is assessed as being ineligible to receive an Uncapped Stream - Service as determined by a JCA Provider;
- (g) the Funding Recipient has referred the DEN Participant (Uncapped) to another DEN Provider and that DEN Provider has agreed to accept that DEN Participant (Uncapped);
- (h) the DEN Participant (Uncapped) can no longer participate in the DEN Programme from a Site because they have moved residence to another location not within the area or region serviced by that Site;
- (i) there are irreconcilable differences between the DEN Participant (Uncapped) and the Funding Recipient, and that DEN Participant (Uncapped) is referred to another DEN Provider; or
- (j) DEWR instructs the Funding Recipient to Exit the DEN Participant (Uncapped).

20.12 The Funding Recipient must Exit a DEN Participant (Uncapped) within 10 Business Days of notice of an event described in clause 20.11.

20.13 When a DEN Participant (Uncapped) is Exited, all payments will end with the last claim made.

20.14 The Funding Recipient must not provide any DEN Services to an Exited DEN Participant (Uncapped) and, subject to clauses 21.27, 21.28 and 21.29, no payments will be made for any DEN Services provided to the DEN Participant (Uncapped) after the date of Exit.

20.15 If DEWR determines, in its absolute discretion, that the Funding Recipient should have Exited a DEN Participant (Uncapped) because of an event or circumstance in

clause 20.11(a) to (j), any payments made to the Funding Recipient with respect to that DEN Participant (Uncapped) following the date of that event or circumstance will become a debt due to DEWR.

- 20.16 A DEN Participant (Uncapped) who seeks to be Restarted with the Funding Recipient after 24 Months of Commencing in the DEN Programme must be referred to a JCA Provider.
- 20.17 Without limiting any other rights DEWR may have, if DEWR considers, for any reason, that the Funding Recipient is no longer providing DEN Services to a DEN Participant (Uncapped), DEWR may state its concerns in a series of written questions to the Funding Recipient.
- 20.18 The Funding Recipient must answer all such questions within 10 Business Days of receiving the questions from DEWR.
- 19.19 If DEWR considers, in its absolute discretion, that the answers provided by the Funding Recipient do not demonstrate that the Funding Recipient:
- (a) has been providing DEN Services to a DEN Participant; or
 - (b) had a sufficient reason for not providing DEN Services to a DEN Participant (Uncapped),
 - (c) DEWR may require the Funding Recipient to Exit the DEN Participant (Uncapped), in which case clause 20.15 applies.

20. PAYMENTS

Intake Fee

- 20.1 The Funding Recipient is entitled to claim the Intake Fee for an Eligible Job Seeker (Uncapped) when the Funding Recipient has:
- (a) accepted the Eligible Job Seeker (Uncapped) into the DEN Programme; and
 - (b) recorded the Acceptance Date into DEWR's IT System.
- 20.2 The amount of the Intake Fee is set out in Item B3.1 of Schedule B3.

Assessment Fee

- 20.3 The Funding Recipient is entitled to claim the Assessment Fee for an Eligible Job Seeker (Uncapped) when:
- (a) the Funding Recipient has:
 - (i) authorised a DPI; and
 - (ii) completed a Résumé Summary in accordance with the Programme Procedures;
 - (b) 4 weeks has elapsed since the Acceptance Date; and
 - (c) the Funding Recipient or Delegate has completed, approved and signed, as relevant, an Activity Agreement or Voluntary Activity Agreement with the Eligible Job Seeker (Uncapped);
- 20.4 The amount of the Assessment Fee is set out in Item B3.2 of Schedule B3.

Employment Assistance Fees

- 20.5 The Funding Recipient is entitled to claim the Employment Assistance Fees for an Eligible Job Seeker (Uncapped) when:
- (a) the Funding Recipient submits a completed claim for payment of the Employment Assistance Fee for that Eligible Job Seeker (Uncapped) in accordance with the Programme Procedures; and
 - (b) at least one Month has elapsed since the DPI was authorised.
- 20.6 The amount of each payment for an Eligible Job Seeker (Uncapped) will be as determined by the DPI and classification of payment levels under clause 9.1 and these amounts are set out in the Table of Payments.
- 20.7 The Funding Recipient may claim the Employment Assistance Fees on a Monthly basis until:
- (a) a 13 Week Employment Milestone Fee has been claimed; or
 - (b) 24 Months has elapsed since the Eligible Job Seeker's (Uncapped) Acceptance Date without the Eligible Job Seeker (Uncapped) being placed in Employment.
- 20.8 Monthly claims for payments must:
- (a) show the number of Direct Support Hours provided to the Eligible Job Seeker (Uncapped); or
 - (b) where the Eligible Job Seeker (Uncapped) has not been supported, outline reasons, to the satisfaction of DEWR, why support has not been provided.
- 20.9 The Funding Recipient must not claim more than:
- (a) 23 Monthly payments for an Eligible Job Seeker (Uncapped) if that Eligible Job Seeker (Uncapped) is not placed in Employment within 24 Months of the Acceptance Date; or

- (b) 29 Monthly payments if the Eligible Job Seeker (Uncapped) is placed in Employment during their 24th Month in the DEN Programme and does not achieve an Uncapped 13 Week Employment Milestone.

20.10 If the Eligible Job Seeker (Uncapped) is Exited, the payments will end with the last payment made.

Post Placement Fees

20.11 The Funding Recipient is entitled to claim the Post Placement Fees for an Eligible Job Seeker (Uncapped) when the Funding Recipient:

- (a) submits a completed claim for payment of the Post Placement Fee for that Eligible Job Seeker (Uncapped) in accordance with the Programme Procedures; and
- (b) has claimed the Intermediate 13 Week Employment Milestone Fee or the Full 13 Week Employment Milestone Fee for that Eligible Job Seeker (Uncapped).

20.12 Monthly claims for payments must:

- (a) show the number of Direct Support Hours provided to the Eligible Job Seeker (Uncapped); or
- (b) where the Eligible Job Seeker (Uncapped) has not been supported, outline reasons, to the satisfaction of DEWR, why support has not been provided.

20.13 A maximum of 20 Post Placement Fees are claimable. The amount of each payment for an Eligible Job Seeker (Uncapped) will be as determined by the DPI and classification of payment levels under clause 9.1 and these amounts are set out in the Table of Payments.

20.14 If the Eligible Job Seeker (Uncapped) is Exited, the payments will end with the last payment made.

4 Week Employment Milestone Fees

20.15 The Funding Recipient is entitled to claim an Intermediate 4 Week Employment Milestone Fee for an Eligible Job Seeker (Uncapped) when:

- (a) the Eligible Job Seeker (Uncapped) has achieved the Uncapped Intermediate 4 Week Employment Milestone; and
- (b) the Funding Recipient has:
 - (i) confirmed the Employment; and
 - (ii) recorded the number of hours worked in each week by that Eligible Job Seeker (Uncapped),
in DEWR's IT System.

20.16 The Funding Recipient is entitled to claim a Full 4 Week Employment Milestone Fee for an Eligible Job Seeker (Uncapped) when:

- (a) the Eligible Job Seeker (Uncapped) has achieved the Uncapped Full 4 Week Employment Milestone; and

- (b) the Funding Recipient has:
 - (i) confirmed the Employment; and
 - (ii) recorded the number of hours worked in each week by that Eligible Job Seeker (Uncapped),
in DEWR's IT System.

20.17 The amount of the Intermediate 4 Week Employment Milestone Fee and the Full 4 Week Employment Milestone Fee for an Eligible Job Seeker will be determined by the DPI and classification of payment levels under clause 9.1 and these amounts are set out in the Table of Payments.

20.18 The Funding Recipient is not entitled to claim the Intermediate 4 Week Employment Milestone Fee and the Full 4 Week Employment Milestone Fee for the same Eligible Job Seeker (Uncapped).

13 Week Employment Milestone Fees

21.19 The Funding Recipient is entitled to claim an Intermediate 13 Week Employment Milestone Fee for an Eligible Job Seeker (Uncapped) when:

- (a) the Eligible Job Seeker (Uncapped) has achieved the Uncapped Intermediate 13 Week Employment Milestone;
- (b) the Eligible Job Seeker (Uncapped) has been in Employment for a consecutive four week period with at least 10 hours in Employment per week immediately prior to claiming the Fee; and
- (c) the Funding Recipient has:
 - (i) confirmed the Employment; and
 - (ii) recorded the number of hours worked in each week by that Eligible Job Seeker (Uncapped),
in DEWR's IT System.

20.19 The Funding Recipient is entitled to claim a Full 13 Week Employment Milestone Fee for an Eligible Job Seeker (Uncapped) when:

- (a) the Eligible Job Seeker (Uncapped) has achieved the Uncapped Full 13 Week Employment Milestone;
- (b) the Eligible Job Seeker (Uncapped) has been in Employment for at least an average of 15 hours per week for a consecutive four week period immediately prior to claiming the Fee; and
- (c) the Funding Recipient has:
 - (i) confirmed the Employment; and
 - (ii) recorded the number of hours worked in each week by that Eligible Job Seeker (Uncapped),
in DEWR's IT System.

- 20.20 The amount of the Intermediate 13 Week Employment Milestone Fee and the Full 13 Week Employment Milestone Fee for an Eligible Job Seeker (Uncapped) will be determined by the DPI and classification of payment levels under clause 9.1 and these amounts are set out in the Table of Payments.
- 20.21 The Funding Recipient is not entitled to claim the Intermediate 13 Week Employment Milestone Fee and the Full 13 Week Employment Milestone Fee for the same Eligible Job Seeker (Uncapped).

26 Week Employment Outcome Fees

- 20.22 The Funding Recipient is entitled to claim an Intermediate 26 Week Employment Outcome Fee for an Eligible Job Seeker (Uncapped) when:
- (a) the Eligible Job Seeker (Uncapped) has achieved the Uncapped Intermediate 26 Week Employment Outcome;
 - (b) the Eligible Job Seeker (Uncapped) has been in Employment for a consecutive four week period with at least 10 hours in Employment per week immediately prior to claiming the Fee; and
 - (c) the Funding Recipient has:
 - (i) confirmed the Employment; and
 - (ii) recorded the number of hours worked in each week by that Eligible Job Seeker (Uncapped),
in DEWR's IT System.
- 20.23 The Funding Recipient is entitled to claim a Full 26 Week Employment Outcome Fee for an Eligible Job Seeker (Uncapped) when:
- (a) the Eligible Job Seeker (Uncapped) has achieved the Uncapped Full 26 Week Employment Outcome;
 - (b) the Eligible Job Seeker (Uncapped) has been in Employment for a consecutive four week period with at least an average of 15 hours in Employment per week immediately prior to claiming the Fee; and
 - (c) the Funding Recipient has:
 - (i) confirmed the Employment; and
 - (ii) recorded the number of hours worked in each week by that Eligible Job Seeker (Uncapped),
in DEWR's IT System.

- 20.24 The amount of the Intermediate 26 Week Employment Outcome Fee and the Full 26 Week Employment Outcome Fee for the Eligible Job Seeker (Uncapped) will be determined by the DPI and classification of payment levels under clause 9.1 and these amounts are set out in the Table of Payments.
- 20.25 The Funding Recipient is not entitled to claim the Intermediate 26 Week Employment Milestone Fee and the Full 26 Week Employment Milestone Fee for the same Eligible Job Seeker (Uncapped).

Intermittent Support Fee

- 20.26 Subject to clause 21.28, the Funding Recipient is entitled to claim a one-off Intermittent Support Fee where the Funding Recipient:
- (a) provides assistance to an Eligible Job Seeker (Uncapped) who:
 - (i) has been Exited following achievement of an Uncapped Full 26 Week Employment Outcome or Uncapped Intermediate 26 Week Employment Outcome;
 - (ii) is working at least 15 hours a week; and
 - (iii) will require support on at least two occasions over the next 12 Months; and
 - (b) has:
 - (i) completed the Intermittent Support Fee form on DEWR's IT System; and
 - (ii) provided evidence upon Exit that the Eligible Job Seeker (Uncapped) is likely to require support on at least two occasions over the next 12 Months.

Intermittent Support Fee (Mental Health)

- 21.27A Subject to clause 21.28, the Funding Recipient is entitled to claim a one-off Intermittent Support Fee (Mental Health) where the Funding Recipient:
- (a) provides assistance to a Eligible Job Seeker (Uncapped) who:
 - (i) has been Exited following achievement of an Uncapped Full 26 Week Employment Outcome or Uncapped Intermediate 26 Week Employment Outcome;

- (ii) is working at least 15 hours a week; and
 - (iii) will require support on at least four occasions over the next 12 Months due to mental illness; and
 - (b) has:
 - (i) completed the Intermittent Support Fee form on DEWR's IT System; and
 - (ii) checked the Intermittent Support (Mental Health) indicator on DEWR's IT System; and
 - (iii) provided evidence upon Exit that the Eligible Job Seeker (Uncapped) is likely to require support on at least four occasions over the next 12 Months.
- 20.27 The number of Intermittent Support Fees and Intermittent Support Fees (Mental Health) that the Funding Recipient may claim in any one Financial Year is limited to 20% of Eligible Job Seekers (Uncapped) who:
- (c) Commenced in the previous Financial Year; or
 - (d) Commence in the current Financial Year, if that is the first year that the Funding Recipient has provided Uncapped Stream - Services.
- 21.29 The amount of the Intermittent Support Fee and the Intermittent Support Fee (Mental Health) is set out in Item B3.4 of Schedule B3.

Eligible Workers (Uncapped) whose Employment is in Jeopardy

- 21.30 The Funding Recipient is entitled to claim an Intake Fee and a maximum of 6 Post Placement Fees equal to the Level 1 Employment Assistance Fees if the Employment of an Eligible Worker (Uncapped) is in Jeopardy.

New Apprenticeship Fees

- 21.31 The Funding Recipient is entitled to claim New Apprenticeship Fees for Eligible Job Seekers (Uncapped) who have undertaken a New Apprenticeship for:
- (a) 4 weeks;
 - (b) 13 weeks; or
 - (c) 52 weeks.
- 21.32 The Funding Recipient is entitled to claim the 52 week fee for every 12 Months that an Eligible Worker (Uncapped) completes as a New Apprentice.
- 21.33 The New Apprenticeships Fee amounts are set out in Item B3.5 of Schedule B3.

Additional Employment Outcome Fee

- 21.34 The Funding Recipient is entitled to claim an Additional Employment Outcome Fee for an Eligible Job Seeker (Uncapped) when:

- (d) the Eligible Job Seeker (Uncapped) has been in Employment for at least an additional 13 weeks after the Funding Recipient has claimed the Uncapped Full 26 Week Employment Outcome Fee;
- (e) the Employment has been for:
 - (i) 30 hours or more per week for at least an additional 13 weeks; or
 - (ii) more than 15 hours per week for at least an additional 13 weeks and provides a wage that results in a total reduction of income support; and
 - (iii) that 13 weeks period commenced during the period that the Funding Recipient provided DEN Services to the Eligible Job Seeker (Uncapped); and
- (f) the Funding Recipient has:
 - (i) confirmed the Employment; and
 - (ii) recorded the number of hours worked in each week by that Eligible Job Seeker (Uncapped),
 in DEWR's IT System.

21.35 The amount of the Additional Employment Outcome Fee is set out in Item B3.6 of Schedule B3.

Eligible Job Seeker Locational Loading

21.36 The Funding Recipient is entitled to claim an Eligible Job Seeker Locational Loading when:

- (a) a DEN Participant (Uncapped) is receiving DEN Services from a Rural or Remote Outlet; and
- (b) the Relevant Travel Time exceeds one hour.

21.37 The Eligible Job Seeker Locational Loading will be:

- (a) applied to any payment made to the Funding Recipient by DEWR with respect to the DEN Participant (Uncapped) referred to in clause 21.36, with the exception of Work Based Personal Assistance Fees and High Cost Worker Fees; and
- (b) calculated in accordance with the Eligible Job Seeker Locational Loading in Item B3.8 of Schedule B3.

21.38 For payments to which clause 21.36 applies, GST will be calculated after the Eligible Job Seeker Locational Loading is added.

Wage Subsidy Scheme Fee

21.39 The Funding Recipient is entitled to claim a Wage Subsidy Scheme Fee for each Eligible Job Seeker (Uncapped) when:

- (g) the Eligible Job Seeker (Uncapped) has satisfied the conditions for Uncapped Wage Subsidy Employment;

- (h) the Employment has been recorded in the DEWR IT System; and
- (i) the Funding Recipient has paid a wage subsidy under the Wage Subsidy Scheme to the Eligible Job Seeker's (Uncapped) Employer.

21.40 The amount of the Wage Subsidy Scheme Fee is specified in Item B3.9 of Schedule B3.

SECTION 3 – CAPPED STREAM – SERVICES

21. PHASED APPROACH TO THE PROVISION OF CAPPED STREAM - SERVICES

- 21.1 The Capped Stream consists of the following three separate phases:
- (a) Intake Phase;
 - (b) Employment Assistance Phase; and
 - (c) Employment Maintenance Phase.
- 21.2 The Funding Recipient must provide the Capped Stream - Services as outlined in the Programme Procedures:
- (a) through personalised assistance;
 - (b) based on the DEN Participant's (Capped) assessed needs; and
 - (c) through a continuation of services and regular contact with the DEN Participant (Capped).

22. INTAKE PHASE

General

- 22.1 The Intake Phase:
- (a) commences on the Acceptance Date; and
 - (b) concludes when the Funding Recipient and the DEN Participant (Capped) have completed the relevant:
 - (i) Activity Agreement or Voluntary Activity Agreement;
 - (i) DPI; and
- 22.2 The Intake Phase consists of:
- (a) the Initial Interview; and
 - (b) authorisation of the DPI.

Initial interview

- 22.3 The Initial Interview will be arranged by:
- (a) Centrelink or the JCA Provider through the Funding Recipient's electronic diary. Centrelink or the JCA Provider will inform the DEN Participant (Capped) of the date and time of the Initial Interview; or
 - (b) the Funding Recipient where the DEN Participant (Capped) is cross referred or accepted through direct registration.

- 22.4 If the DEN Participant (Capped) is an Activity Agreement Job Seeker and does not attend the Initial Interview, the Funding Recipient must:
- (a) make two attempts to contact the DEN Participant (Capped) by the DEN Participant's (Capped) preferred method of contact (as notified to the Funding Recipient by the JCA Provider) and make another appointment within 2 Business Days of the initial appointment; and
 - (b) if the attempts to contact the DEN Participant (Capped) are unsuccessful, notify Centrelink immediately.

Preparing Activity Agreements and Voluntary Activity Agreements – general requirements

- 23.5 At the Initial Interview, the Funding Recipient:
- (a) must provide the DEN Participant (Capped) with information about the:
 - (i) Activity Agreement or Voluntary Activity Agreement;
 - (ii) Résumé Summary;
 - (iii) Disability Pre-employment Instrument and evidence gathering; and
 - (iv) the DEN Programme, including available assistance and Job Search Services;
 - (b) must ensure that an Activity Agreement or Voluntary Activity Agreement is completed, approved and signed, as relevant, for each DEN Participant (Capped); and
 - (c) must accept or reject the DEN Participant (Capped) on DEWR's IT System.

Period following the Initial Interview

- 23.6 In the four week period following the Initial Interview with the DEN Participant (Capped), the Funding Recipient must provide the following Capped Stream Services:
- (a) identify the DEN Participant's (Capped) work goals and support needs and update the Activity Agreement or Voluntary Activity Agreement, as required, taking into account these work goals and support needs;
 - (b) commence evidence collection for, and complete, the DPI;
 - (c) prepare the DEN Participant (Capped) for, or engage the DEN Participant (Capped) in, employment opportunities and Job Design Services; and
 - (d) complete a Résumé Summary on DEWR's IT System;
 - (e) provide Job Search Services.

- 23.7 DEWR will issue the Funding Recipient with the approved forms of Activity Agreements and Voluntary Activity Agreements.
- 23.8 The Funding Recipient must complete an Activity Agreement or a Voluntary Activity Agreement, as relevant, for each DEN Participant (Capped) within the timeframe set out in the Programme Procedures.
- 23.9 The Funding Recipient must:
- (a) notify each DEN Participant (Capped) of:
 - (i) the requirement to enter into an Activity Agreement or a Voluntary Activity Agreement, as relevant;
 - (ii) the places and times at which the relevant agreement is to be negotiated; and
 - (iii) the requirement for the relevant agreement to set out what the DEN Participant (Capped) and the Funding Recipient will do during the Employment Assistance Phase, and, for Activity Agreement Job Seekers, the requirement for an Activity Agreement to detail the activity required to meet the Activity Test Requirements;
 - (b) ensure that the DEN Participant (Capped) understands their rights, responsibilities and obligations in relation to their agreement;
 - (c) when entering into an Activity Agreement or a Voluntary Activity Agreement with a DEN Participant (Capped), use the form issued under clause 23.7; and
 - (d) enter the details of the relevant agreement onto DEWR's IT Systems.
- 23.10 Activity Agreements and Voluntary Activity Agreements must:
- (a) comply with the Programme Procedures;
 - (b) outline the obligations and activities that assist in achieving the planned employment goals of the DEN Participant (Capped);
 - (c) take into account:
 - (i) the DEN Participant's (Capped) education, experience, skills and age;
 - (ii) the impact of any disability, illness, mental condition or physical condition of the DEN Participant (Capped) on their ability to work, to look for work or to participate in training activities;
 - (iii) the state of the local labour market and the transport options available to the DEN Participant (Capped) in accessing that market;
 - (iv) the participation opportunities available to the DEN Participant (Capped);
 - (v) the family and caring responsibilities of the DEN Participant (Capped);
 - (vi) the length of travel time required for compliance with the agreement; and
 - (vii) any other matters that the Funding Recipient considers relevant in the circumstances.

- (d) be revised by the Funding Recipient as required by the circumstances of the DEN Participant (Capped) or the Programme Procedures; and
- (e) if the DEN Participant (Capped):
 - (i) is an Activity Agreement Job Seeker, be signed by a Delegate; or
 - (ii) does not have Activity Test Requirements, be signed by the Funding Recipient.

Activity Agreement Job Seekers

23.11 In relation to Activity Agreement Job Seekers, the Funding Recipient must:

- (a) arrange for a Delegate to prepare, approve the terms of, and sign an Activity Agreement, in accordance with, as relevant:
 - (i) in relation to a Parenting Payment Activity Agreement – sections 501 to 501E of the *Social Security Act 1991 (Cth)*;
 - (ii) in relation to a Youth Allowance Activity Agreement – sections 544A to 544E of the *Social Security Act 1991 (Cth)*; and
 - (iii) in relation to a Newstart Activity Agreement – sections 606 to 607C of the *Social Security Act 1991 (Cth)*; and
- (b) ensure that the Activity Agreement is signed by the Activity Agreement Job Seeker after it is signed by a Delegate;
- (c) once the Activity Agreement has been signed by a Delegate and the Activity Agreement Job Seeker, enter the Delegate’s approval onto DEWR’s IT System by clicking the relevant “Approve” button;
- (d) certify that:
 - (i) in negotiating the Activity Agreement, the sections set out at clause 23.11(a), as relevant, were complied with; and
 - (ii) the Activity Agreement Job Seeker has signed the Activity Agreement after the Delegate;
- (e) ensure that the Activity Agreement details the activity required to meet the Activity Test Requirements;
- (f) ensure that a Delegate, in exercising delegated powers in relation to the preparation and approval of Activity Agreements under the *Social Security Act 1991 (Cth)*, also complies with the *Social Security Act 1991* and *Social Security (Administration) Act 1999* generally, including the provisions of Division 3 (Confidentiality) of Part 5 of the *Social Security (Administration) Act 1999 (Cth)* and *Social Security (Activity Agreement Requirements) (DEWR) Determination 2006*; and
- (g) ensure that all Delegates receive training on all legislative provisions relevant to their approving of Activity Agreements.

DEN Participant's (Capped) conduct in relation to Activity Agreements and Voluntary Activity Agreements

23.12 If a DEN Participant (Capped) fails to:

- (a) attend at the place and time arranged for the negotiation of an Activity Agreement or a Voluntary Activity Agreement;
- (b) respond to correspondence about the negotiation of an Activity Agreement or a Voluntary Activity Agreement;
- (c) agree to the reasonable terms, or any reasonable variation, of their Activity Agreement or Voluntary Activity Agreement as proposed in negotiation between the Funding Recipient or a Delegate and the DEN Participant (Capped);
- (d) enter into an Activity Agreement or a Voluntary Activity Agreement, as relevant;
- (e) comply with the terms of their Activity Agreement or a Voluntary Activity Agreement, as relevant; or
- (f) respond to a notification of an appointment by, or other requirement of, the Funding Recipient in relation to an Activity Agreement or a Voluntary Activity Agreement,

the Funding Recipient must:

- (g) if the failure has not yet been discussed, attempt to, contact the DEN Participant (Capped) as soon as practicable to ascertain whether he or she had sufficient reason(s) for the failure; and
- (h) in the absence of either:
 - (i) contact, after at least two (2) attempts, made on separate Business Days, to contact the DEN Participant (Capped); or
 - (ii) after contact, sufficient reason(s) for such failure,

the Funding Recipient:

- (i) must, in the case of an Activity Agreement Job Seeker, and subject to clauses 6.15 and 23.13:
 - (i) notify Centrelink within 5 Business Days of an absence under clause 23.12(h) in accordance with the Programme Procedures; and
 - (i) supply Centrelink with documentary evidence of such failure, reason(s), contact(s) or attempt(s), if requested by Centrelink; and
 - (j) may, in the case of a DEN Participant (Capped) who does not have Activity Test Requirements, Exit them from the DEN Programme in accordance with clause 28, and the Programme Procedures.

23.13 Where the Funding Recipient has or obtains evidence that demonstrates that a DEN Participant's (Capped) capacity to undertake the activities described in clause 23.10 has been impeded because of a particular circumstance, the Funding Recipient may, in its discretion, elect not to inform Centrelink in accordance with clause 23.12(i) or, in the case of a DEN Participant (Capped) who does not have Activity Test

Requirements, elect not to Exit him or her from the DEN Programme. The Funding Recipient must document any such exercise of its discretion, including an outline of reasons why the discretion was exercised, on the DEN Participant's (Capped) file.

Completion of the DPI

- 23.14 The Funding Recipient must complete the DPI for the DEN Participant (Capped) no sooner than 20 Business Days and no later than 50 Business Days after the Acceptance Date.

Provision of Job Search Services

- 23.15 Following the Initial Interview, the Funding Recipient must provide Job Search Services to each DEN Participant (Capped).

Provision of employment opportunities

- 23.16 Following completion of the DPI, the Funding Recipient must provide the DEN Participant (Capped) with an outline of how the Funding Recipient will canvass and approach Employers for employment opportunities for the DEN Participant (Capped).

23. EMPLOYMENT ASSISTANCE PHASE

General

- 23.1 The Employment Assistance Phase:
- (a) commences when the DPI for the DEN Participant (Capped) is authorised; and
 - (b) concludes when the -Participant (Capped) achieves the Capped 26 Week Employment Outcome.
- 23.2 During the Employment Assistance Phase, the Funding Recipient must:
- (a) search for jobs for the DEN Participant (Capped) and build the DEN Participant's (Capped) capacity to participate in employment;
 - (b) canvass and approach Employers for employment opportunities for the DEN Participant (Capped);
 - (c) provide support and assistance to the DEN Participant (Capped) to become work ready, intervene as required and provide information during the initial 26 week period of Employment;
 - (d) assist the DEN Participant (Capped) with job search facilities where appropriate; and
 - (e) undertake activities to promote and market the abilities of the job seekers with disabilities to Employers.

Assisting DEN Participants (Capped) to obtain employment

- 24.3 The Funding Recipient may provide or purchase, as appropriate to each DEN Participant (Capped):
- (a) training as identified in the DEN Participant's (Capped) Activity Agreement or Voluntary Activity Agreement;
 - (b) counselling services as identified in the DEN Participant's (Capped) Activity Agreement or Voluntary Activity Agreement;
 - (c) on the job training as identified in the DEN Participant's (Capped) Activity Agreement or Voluntary Activity Agreement;
 - (d) assistance to enable the DEN Participant (Capped) to obtain sustainable Employment;
 - (e) assistance to ensure the DEN Participant (Capped) is in Employment that pays a wage that is determined under an applicable award, special wage permit, certified agreement, individual employment contract or workplace agreement or any other industrial instrument or decision;
 - (f) assistance to enable the DEN Participant (Capped) to undertake Self-employment where appropriate; and
 - (g) a WEP, in accordance with clause 14B, and the DEN Participant's (Capped) Activity Agreement or Voluntary Activity Agreement

- 23.3 In relation to clauses 24.3(d), (e) and (f), the Funding Recipient must:
- (a) schedule regular contacts in the electronic diary, and maintain regular face to face contact, with each DEN Participant (Capped);
 - (b) advise each DEN Participant (Capped) of the date and time of their next contact during the course of each contact; and
 - (c) 2 Business Days before any contact, remind each DEN Participant (Capped) about their upcoming contact using the DEN Participant's (Capped) preferred means of communication.

Assisting Employers

- 23.4 The Funding Recipient must:
- (a) actively promote and market the abilities of job seekers with disabilities;
 - (b) provide assistance and training to Employers and staff to support the DEN Participant (Capped) in the workplace where appropriate; and
 - (c) actively participate in local area employer networks and forums.

Additional activities

- 23.5 Once a DEN Participant (Capped) has obtained Employment, the Funding Recipient must, during the DEN Participant's (Capped) first 26 weeks of Employment:
- (a) maintain regular contact with, and provide appropriate support to, the DEN Participant (Capped), including face to face contact;
 - (b) where required, advocate on behalf of the DEN Participant (Capped);
 - (c) assist the Employer to access additional assistance that may be available to employers of people with disabilities;
 - (d) organise workplace modifications where required and deemed suitable;
 - (e) organise work based personal assistance where required;
 - (f) where required, assist the Employer to prepare a job description for each DEN Participant (Capped); and
 - (g) provide training, information and awareness raising activities at the DEN Participant's (Capped) workplace.

24. EMPLOYMENT MAINTENANCE PHASE

General

- 24.1 The Employment Maintenance Phase:
- (a) commences when a DMI has been completed for a DEN Participant (Capped) after the Capped 26 Week Employment Outcome has been achieved and all 10 Employment Assistance Fees have been claimed; and
 - (b) concludes when the DEN Participant (Capped) Exits the DEN Programme.
- 24.2 During the Employment Maintenance Phase, the Funding Recipient must assist each DEN Participant (Capped) to ensure that they:
- (a) continue to remain in sustainable Employment;
 - (b) continue to receive a wage that is determined under an applicable award, special wage permit, certified agreement, individual employment contract or workplace agreement or any other industrial instrument or decision;
 - (c) have met the goals set out in their Activity Agreement or Voluntary Activity Agreement; and
 - (d) have met their Activity Test Requirements;

Exit report

- 24.3 The Funding Recipient must prepare an Exit report for each DEN Participant (Capped) within 20 Business Days of the DEN Participant's (Capped) Exit from the DEN Programme and enter the Exit report into DEWR's IT System.
- 24.4 The Exit report must detail:
- (a) the reason for Exit;
 - (b) the assistance provided or purchased on behalf of the DEN Participant (Capped);
 - (c) the employment activities undertaken by each DEN Participant (Capped); and
 - (d) any barriers to future employment or maintaining current Employment.

Intermittent support

- 25.5 If Exited as an Independent Worker (Capped), the Funding Recipient may provide intermittent support to that DEN Participant (Capped) after Exit.
- 25.6 If the Funding Recipient provides intermittent support in accordance with clause 25.5, the Funding Recipient may be eligible to claim an Intermittent Support Fee as set out in clauses 29.26 and 29.27 or Intermittent Support Fee (Mental Health) as set out in clauses 29.26A and 29.27.

25. OUTLET CAPACITY

- 25.1 Subject to this clause 26, the Funding Recipient must not exceed the Outlet Capacity for each Outlet.
- 25.2 The Outlet Capacity for each Outlet may be added to, or subtracted from, as provided under clauses 26.3 and 26.4.
- 25.3 If a DEN Participant (Capped):
- (a) is returning from an Allowable Break;
 - (b) is an Eligible Worker (Capped) whose Employment is in Jeopardy; or
 - (c) has otherwise been described in the Programme Procedures as being eligible for assistance under this clause 26.3,
- 54.1 *the Funding Recipient may treat the Outlet Capacity for the relevant Outlet as including a further number, not exceeding 10 percent of Outlet Capacity for that Outlet, or 1 place, whichever is the greater, to accommodate all persons to whom this clause 26.3 applies.*
- 25.4 If data collected by DEWR through DEWR's IT System for the last Financial Year demonstrates that more than half of the DEN Participants (Capped) in an Outlet have a psychiatric disability, and DEWR does not instruct the Funding Recipient otherwise, the Funding Recipient may treat the Outlet Capacity for that Outlet as including a further number for Eligible Job Seekers (Capped) described in clause 26.3, which must:
- (a) be reasonably justified on the statistics reported by the Funding Recipient; and
 - (b) not exceed 20 percent of Outlet Capacity for the Outlet.
- 25.5 Clause 26.4 is an alternative to clause 26.3 and if the Funding Recipient relies on one of the clauses to increase the Outlet Capacity for an Outlet, the Funding Recipient cannot rely on the other clause to further increase the Outlet Capacity for that Outlet during the Term of this Deed.
- 25.6 DEWR may, by written notice and in its absolute discretion, direct that:
- (a) the Outlet Capacity of some or all of the Outlets:
 - (i) be limited to the number of DEN Participants (Capped) to whom the Outlet is currently providing DEN Services at the time of that direction; or
 - (ii) be increased or decreased by an amount advised by DEWR; or
 - (b) an Outlet ceases to accept referrals from a JCA Provider from the date of that direction,
- and the Funding Recipient must comply with any such direction.
- 25.7 A direction under clause 26.6 may be specified in the notice to apply to part or all of the remaining Term of this Deed.

26. DMI REDETERMINATIONS

Department Initiated DMI Redetermination

- 26.1 DEWR may, by written notice, instruct the Funding Recipient to conduct a Department Initiated DMI Redetermination on an Eligible Worker (Capped) at any time.
- 26.2 DEWR may, in its absolute discretion, conduct a Department Initiated DMI Redetermination in accordance with the Programme Procedures.
- 26.3 If DEWR instructs the Funding Recipient to conduct a Department Initiated Redetermination under clause 27.1, DEWR will inform the Funding Recipient in writing that the redetermination is being conducted, together with an explanation of why it is being conducted.
- 26.4 Upon notice from DEWR that a Department Initiated DMI Redetermination is to be conducted, the Funding Recipient must submit, within 3 Months of the date of that notice, a DMI that complies with the Programme Procedures for each Eligible Worker (Capped) to which the redetermination relates.

Funding Recipient Initiated DMI Redetermination

- 26.5 The Funding Recipient:
- (a) may conduct a Funding Recipient Initiated DMI Redetermination in relation to an Eligible Worker (Capped) if there has been a demonstrable change in the support requirements of an Eligible Worker (Capped); and
 - (b) must conduct a Funding Recipient Initiated DMI Redetermination on an annual basis until the results of two successive annual Funding Recipient Initiated DMI Redeterminations, which may include redeterminations conducted prior to the Date of this Deed, deliver the same funding level, at which stage the Funding Recipient Initiated DMI Redeterminations must be conducted every two years.
- 27.6 If a Funding Recipient Initiated DMI Redetermination is conducted under clause 27.5, the Funding Recipient must update the Activity Agreement or Voluntary Activity Agreement for the Eligible Worker (Capped) to whom the redetermination relates as soon as reasonably practicable.
- 26.6 The Funding Recipient acknowledges that, for the purposes of a Funding Recipient Initiated DMI Redetermination, loss of employment by an Eligible Worker (Capped) will not be a demonstrable change in support requirements.

Evidence needed for Funding Recipient Initiated DMI Redetermination

- 26.7 The Funding Recipient must:
- (a) ensure that evidence in support of a Funding Recipient Initiated DMI Redetermination meets the requirements of the Programme Procedures;
 - (b) retain all evidence in support of any Funding Recipient Initiated DMI;

- (c) provide copies of the supporting evidence under clause 27.8(b) to DEWR within 10 Business Days of notice from DEWR that this evidence is required; and
- (d) provide copies of, or access to, the supporting evidence under clause 27.8(b) to DEWR for the purpose of conducting an inspection or audit under this Deed.

The effect of a Funding Recipient Initiated DMI Redetermination

- 26.8 If a Funding Recipient Initiated DMI Redetermination results in a change in the Employment Maintenance Fees payment payable for an Eligible Worker (Capped), the new payment level will only apply to the next Monthly payment after the redetermination is made.
- 26.9 A Funding Recipient Initiated DMI Redetermination is not retrospective and will not be backdated to any point in time, including to the date of the redetermination.
- 26.10 The Funding Recipient:
- (a) may only conduct a further Funding Recipient Initiated DMI Redetermination for the same person after receiving 3 Employment Maintenance Fees payments from the date of the previous determination or redetermination; and
 - (b) may only conduct 1 Funding Recipient Initiated DMI Redetermination during the period between receiving the final Employment Assistance Fee payment and reaching an Employment Outcome.

27. ALLOWABLE BREAKS AND EXITS

Allowable Breaks

- 27.1 The Funding Recipient may only permit an Allowable Break to be taken by a DEN Participant (Capped) from participating in the DEN Programme in accordance with clause 28.2 and the Programme Procedures.
- 27.2 An Allowable Break can only be implemented where it is:
- (a) requested by the DEN Participant (Capped); and
 - (b) in the best interests of the DEN Participant (Capped) as determined by:
 - (i) Centrelink, where the DEN Participant (Capped) is an Activity Agreement Job Seeker; or
 - (ii) the Funding Recipient in all other instances.
- 28.3 The length of an Allowable Break will be determined in consultation with the DEN Participant (Capped) and can be no longer than 18 Months in duration.
- 27.3 The effect of an Allowable Break is that any time relevant to the progress of the DEN Participant (Capped) in the DEN Programme will be extended by the period nominated under clause 28.3.

- 27.4 The Funding Recipient is not entitled to any payments with respect to the DEN Participant (Capped) during the Allowable Break.
- 27.5 Payments for a DEN Participant (Capped) on an Allowable Break will resume with the next payment that may be due after the date the DEN Participant (Capped) returns from that Allowable Break.
- 27.6 A DEN Participant (Capped) Resumes on the date they are reactivated by the Funding Recipient in DEWR's IT System.
- 27.7 A DEN Participant (Capped) cannot Resume with the Funding Recipient if to do so would cause the relevant Outlet to exceed its Outlet Capacity (unless allowed under clause 26.3 or 26.4).

Exits

- 27.8 The Funding Recipient must ensure that a DEN Participant (Capped) Exits the DEN Programme when:
- (a) the DEN Participant (Capped) no longer requires assistance under the DEN Programme;
 - (b) the DEN Participant (Capped) finds Employment independently and no longer requires assistance under the DEN Programme;
 - (c) the DEN Participant (Capped) is an Independent Worker (Capped) who does not require support;
 - (d) the DEN Participant (Capped) is an Independent Worker (Capped) who requires intermittent support only;
 - (e) the DEN Participant (Capped) has not returned from an Allowable Break within 18 Months of the start of the Allowable Break;
 - (f) the DEN Participant (Capped) no longer wishes to remain in the DEN Programme;
 - (g) the DEN Participant (Capped) does not achieve a Capped 26 Week Employment Outcome;
 - (h) the DEN Participant (Capped) is unable to continue in Employment because of medical reasons or reasons related to their disability;
 - (i) the DEN Participant (Capped) can no longer participate in the DEN Programme from an Outlet because they have moved residence to another location not within the area or region serviced by that Outlet;
 - (j) the Funding Recipient does not accept the payment level for a payment as determined by DEWR;
 - (k) there are irreconcilable differences between the DEN Participant (Capped) and the Funding Recipient, and that DEN Participant (Capped) is referred to another DEN Provider; or
 - (l) DEWR instructs the Funding Recipient to Exit the DEN Participant (Capped).
- 27.9 The Funding Recipient must Exit a DEN Participant within 10 Business Days of notice of an event described in clause 28.9.
- 27.10 When a DEN Participant (Capped) is Exited, all payments will end with the last claim made.
- 27.11 The Funding Recipient must not engage in any activities with respect to a DEN Participant (Capped) who has been Exited and, subject to clause 29.23, no payments will be made for any assistance provided to the DEN Participant (Capped) after the date of Exit.
- 27.12 If DEWR determines, in its absolute discretion, that the Funding Recipient should have Exited a DEN Participant (Capped) because of an event or circumstance in clause 28.9(a) to (l), any payments made to the Funding Recipient with respect to that DEN Participant (Capped) following the date of that event or circumstance will become a debt due to DEWR.

- 27.13 Without limiting any other rights DEWR may have, if DEWR considers, for any reason, that the Funding Recipient is no longer providing DEN Services to a DEN Participant (Capped), DEWR may state its concerns in a series of written questions to the Funding Recipient.
- 27.14 The Funding Recipient must answer all such questions within 10 Business Days of receiving the questions from DEWR.
- 27.15 If DEWR considers, in its absolute discretion, that the answers provided by the Funding Recipient do not demonstrate that the Funding Recipient:
- (a) has been providing DEN Services to a DEN Participant (Capped); or
 - (b) had a sufficient reason for not providing DEN Services to a DEN Participant (Capped),
- DEWR may require the Funding Recipient to Exit the DEN Participant (Capped), in which case clause 28.13 applies.

28. PAYMENTS

Intake Fee

- 28.1 The Funding Recipient is entitled to claim the Intake Fee for a DEN Participant (Capped) when the Funding Recipient has:
- (a) accepted the DEN Participant (Capped) into the DEN Programme; and
 - (b) the Acceptance Date is recorded in DEWR's IT System.
- 28.2 The amount of the Intake Fee is set out in Item B3.1 of Schedule B3.

Assessment Fee

- 28.3 The Funding Recipient is entitled to claim the Assessment Fee for an Eligible Job Seeker (Capped) when:
- (a) an authorised Disability Pre-Employment Instrument has been submitted for that Eligible Job Seeker (Capped);
 - (b) at least 20 Business Days have elapsed since the Acceptance Date;
 - (c) a Résumé Summary has been completed in accordance with the Programme Procedures; and
 - (d) the Funding Recipient or Delegate has completed, approved and signed, as relevant, an Activity Agreement or Voluntary Activity Agreement with the Eligible Job Seeker (Capped).
- 28.4 The amount of the Assessment Fee is set out in Item B3.2 of Schedule B3.

Employment Assistance Fees

- 28.5 The Funding Recipient is entitled to claim the Employment Assistance Fees for an Eligible Job Seeker (Capped) when:

- (a) the Funding Recipient submits a completed claim for payment of the Employment Assistance Fee for that Eligible Job Seeker (Capped) in accordance with the Programme Procedures; and
 - (b) at least one Month has elapsed since the DPI was authorised.
- 28.6 The amount of each payment for an Eligible Job Seeker (Capped) will be as determined by the DPI and classification of payment levels under clause 9.1 and these amounts are set out in the Table of Payments.
- 28.7 The Funding Recipient may claim the Employment Assistance Fees on a Monthly basis for a total of 10 payments. Monthly claims for payments must:
- (a) show the number of Direct Support Hours provided to the Eligible Job Seeker (Capped); or
 - (b) where the Eligible Job Seeker (Capped) has not been supported, outline reasons, to the satisfaction of DEWR, why support has not been provided.
- 28.8 The Funding Recipient must not claim more than 10 Monthly payments for each Eligible Job Seeker (Capped) for each period the Eligible Job Seeker (Capped) is in the DEN Programme.
- 28.9 If the Eligible Job Seeker (Capped) is Exited, the payments will end with the last payment made.

4 Week Employment Milestone Fee

- 28.10 The Funding Recipient is entitled to claim the 4 Week Employment Milestone Fee for an Eligible Job Seeker (Capped) when:
- (a) the Eligible Job Seeker (Capped) has achieved the Capped 4 Week Employment Milestone; and
 - (b) the Funding Recipient has confirmed the Employment in DEWR's IT System.
- 28.11 The amount of the 4 Week Employment Milestone Fee for the Eligible Job Seeker (Capped) will be determined by the DPI and classification of payment levels under clause 9.1 and these amounts are set out in the Table of Payments.

13 Week Employment Milestone Fee

- 28.12 The Funding Recipient is entitled to claim the 13 Week Employment Milestone Fee for an Eligible Job Seeker (Capped) when:
- (a) the Eligible Job Seeker (Capped) has achieved the Capped 13 Week Employment Milestone; and
 - (b) the Funding Recipient has confirmed the Employment in DEWR's IT System.
- 28.13 The amount of the 13 Week Employment Milestone Fee for the Eligible Job Seeker (Capped) will be determined by the DPI and classification of payment levels under clause 9.1 and these amounts are set out in the Table of Payments.

26 Week Employment Outcome Fee

- 28.14 The Funding Recipient is entitled to claim the 26 Week Employment Outcome Fee for an Eligible Job Seeker (Capped) when:
- (a) the Eligible Job Seeker (Capped) has achieved the Capped 26 Week Employment Outcome;
 - (b) a claim for payment of the Capped 26 Week Employment Outcome Fee has been completed and submitted by the Funding Recipient for that DEN Participant (Capped); and
 - (c) the Funding Recipient has confirmed the Employment on DEWR's IT System.
- 28.15 The amount of the 26 Week Employment Outcome Fee for the Eligible Job Seeker (Capped) will be determined by the DPI and classification of payment levels under clause 9.1 and these amounts are set out in the Table of Payments.
- 28.16 Once the Capped 26 Week Employment Outcome has been reached, the Eligible Job Seeker (Capped) will be regarded as an Eligible Worker (Capped) for the purposes of the DEN Programme.

Additional Employment Outcome Fee

- 28.17 The Funding Recipient is entitled to claim an Additional Employment Outcome Fee for an Eligible Job Seeker (Capped) when:
- (a) the Eligible Job Seeker (Capped) has been in Employment for at least an additional 13 weeks after the Funding Recipient has claimed the Capped 26 Week Employment Outcome Fee;
 - (b) the Employment has been for 20 hours or more per week for at least an additional 13 weeks and that 13 week period commenced during the period that the Funding Recipient provided Capped Stream – Services to the Eligible Job Seeker (Capped); and
 - (c) the Funding Recipient has confirmed the Employment in DEWR's IT System.
- 28.18 The amount of the Additional Employment Outcome Fee is set out in Item B3.6 of Schedule B3.

Employment Maintenance Fees

- 28.19 The Funding Recipient is entitled to claim the Employment Maintenance Fee for an Eligible Worker (Capped) when:
- (a) the Funding Recipient has submitted on DEWR's IT System an authorised DMI for that Eligible Worker (Capped) which complies with the Programme Procedures;

- (b) the DMI indicates that assistance is required by the Eligible Worker (Capped);
 - (c) the Funding Recipient has received the 26 Week Employment Outcome Fee for that Eligible Worker (Capped); and
 - (d) the Funding Recipient has received all 10 Employment Assistance Fees for the Eligible Worker (Capped).
- 28.20 The amount of each payment for the Eligible Worker (Capped) will be determined by the DMI and the classification of payment levels under clause 9.1 and these amounts are set out in the Table of Payments.
- 28.21 Employment Maintenance Fees will commence 1 Month after the date on which the last Employment Assistance Fee was paid for the Eligible Worker (Capped).
- 28.22 If the Capped 26 Week Employment Outcome is achieved more than 1 Month after the last Employment Assistance Fee has been received by the Funding Recipient, the Employment Maintenance Fees will commence from the date of the authorised DMI.
- 28.23 Employment Maintenance Fees can be claimed Monthly for as long as the Eligible Worker (Capped) is receiving DEN Services from the Funding Recipient.
- 28.24 The Funding Recipient's claim for Monthly Employment Maintenance Fees must include:
- (a) the number of Employment hours worked by the Eligible Worker (Capped) or, if no Employment hours were worked by the Eligible Worker (Capped), an outline of the reasons, to the satisfaction of DEWR, why work was not performed; and
 - (b) the number of hours that the Funding Recipient provided DEN Services to the Eligible Worker (Capped) or, if no DEN Services were provided by the Funding Recipient, an outline of the reasons, to the satisfaction of DEWR, why DEN Services were not provided.

Eligible Workers whose Employment is in Jeopardy

- 28.25 The Funding Recipient may apply for the Intake Fee, the Assessment Fee and the Employment Maintenance Fees if:
- (a) the person is an Eligible Worker (Capped); and
 - (b) the Employment of the Eligible Worker (Capped) is in Jeopardy.

Intermittent Support Fee

- 28.26 The Funding Recipient is entitled to claim one Intermittent Support Fee in any Financial Year for an Independent Worker (Capped) if:
- (a) the Funding Recipient will provide two or more Services in relation to the Independent Worker (Capped) in the next 12 Months; and

- (b) the Financial Year total percentage of claims for payment of Intermittent Support Fees and Intermittent Support Fees (Mental Health) is less than or equal to 20% of the Funding Recipient's Outlet Capacity.

Intermittent Support Fee (Mental Health)

29.26A The Funding Recipient is entitled to claim one Intermittent Support Fee (Mental Health) in any Financial Year for an Independent Worker (Capped) if:

- (a) the Funding Recipient will provide four or more Services in relation to the Independent Worker (Capped) in the next 12 Months; and
- (b) has:
 - (i) completed the Intermittent Support Fee form on DEWR's IT System;
 - (ii) checked the Intermittent Support (Mental Health) indicator on DEWR's IT System; and
 - (iii) provided evidence upon Exit that the Independent Worker (Capped) is likely to require support on at least four occasions; and
- (c) the Financial Year total percentage of claims for payment of Intermittent Support Fees and Intermittent Support Fees (Mental Health) is less than or equal to 20% of the Funding Recipient's Outlet Capacity.

29.27 The amount of the Intermittent Support Fee and the Intermittent Support Fee (Mental Health) is set out in Item B3.4 of Schedule B3.

New Apprenticeship Fees

28.27 The Funding Recipient is entitled to claim a New Apprenticeship Fee for Eligible Job Seekers (Capped) who have undertaken a New Apprenticeship for:

- (a) 4 weeks;
- (b) 13 weeks; or
- (c) 52 weeks.

28.28 The Funding Recipient is entitled to claim the 52 week fee for every 12 Months that an Eligible Worker (Capped) completes as a New Apprentice.

28.29 The amounts of the New Apprenticeship Fees are specified in Item B3.5 of Schedule B3.

Restarts within 18 Months

- 28.30 If a DEN Participant (Capped) is Exited by an Outlet and starts with the same Outlet within 18 Months from the Acceptance Date:
- (a) the Funding Recipient's right to claim payments for that DEN Participant (Capped) will resume as if that DEN Participant (Capped) had been on an Allowable Break and had returned from that Allowable Break; and
 - (b) the DEN Participant (Capped) will otherwise be treated for the purposes of the DEN Programme as if the person had been on an Allowable Break.
- 28.31 The Funding Recipient will not be entitled to claim an Intake Fee for the DEN Participant (Capped) referred to in clause 29.31 unless at least 18 Months (inclusive of any period of Allowable Break) has lapsed since the Acceptance Date for that DEN Participant (Capped).
- 28.32 Clause 29.31 does not apply if the DEN Participant (Capped) starts with another DEN Provider.

Eligible Worker (Capped) ceases Employment

- 28.33 Clauses 29.35 to 29.37 only apply when:
- (a) Employment Maintenance Fees are being received by the Funding Recipient in respect of an Eligible Worker (Capped); and
 - (b) that Eligible Worker (Capped) ceases Employment.
- 28.34 The Funding Recipient must provide Capped Stream - Services with respect to the Eligible Worker (Capped) to assist them to return to Employment.
- 29.36 If the Eligible Worker (Capped) fails to resume Employment and has been unemployed for a period of 6 Months or more and the Funding Recipient has continued to assist the Eligible Worker (Capped) to return to Employment, the Funding Recipient can continue to receive Employment Maintenance Fees at funding levels 1, 2 or 3 (as set out in the Table of Payments) for up to 6 Months. If the Eligible Worker (Capped) fails to resume Employment after 6 months, the Funding Recipient can restart them as a new Eligible Job Seeker (Capped).

29.37 If the Eligible Worker (Capped) has been unemployed for a period of up to 6 Months and the Funding Recipient has continued to assist the Eligible Worker (Capped) to return to Employment, the Funding Recipient can continue to receive Employment Maintenance Fees at funding level 4 (as set out in the Table of Payments) for up to 6 Months. If the Eligible Worker (Capped) fails to resume Employment within that period, the Funding Recipient can restart them as a new Eligible Job Seeker (Capped) with the prior written approval of the Contract Manager.

Job Seeker at Risk Loading

28.35 The Funding Recipient is entitled to claim a Job Seeker at Risk Loading for an Eligible Job Seeker (Capped):

- (a) who has not achieved any of the following:
 - (i) the Capped 4 Week Employment Milestone;
 - (ii) the Capped 13 Week Employment Milestone; or
 - (iii) the Capped 26 Week Employment Outcome,

54.2 *before all 10 Monthly Employment Assistance Fees are payable; or*

- (b) who has not achieved:
 - (i) the Capped 13 Week Employment Milestone; or
 - (ii) the Capped 26 Week Employment Outcome,before all 10 Monthly Employment Assistance Fees are payable.

28.36 The Job Seeker at Risk Loading is payable as a 50% loading on the following:

- (a) the 4 Week Employment Milestone Fee, if not already claimed;
- (b) the 13 Week Employment Milestone Fee, if not already claimed; and
- (c) the 26 Week Employment Outcome Fee.

Eligible Job Seeker Locational Loading

28.37 The Funding Recipient is entitled to claim an Eligible Job Seeker Locational Loading when:

- (a) an Eligible Job Seeker (Capped) is receiving -DEN Services from a Rural or Remote Outlet; and
- (b) the Relevant Travel Time exceeds one hour.

28.38 The Eligible Job Seeker Locational Loading will be:

- (a) applied to any payment made to the Funding Recipient by DEWR with respect to the Eligible Job Seeker (Capped) referred to in clause 29.40, with the exception of Work Based Personal Assistance Fees and High Cost Worker Fees; and
- (a) calculated in accordance with the Eligible Job Seeker Locational Loading in Item B3.8 of Schedule B3.

28.39 For payments to which clause 29.40 applies, GST will be calculated after the Eligible Job Seeker Locational Loading is added.

Set Up Payment

28.40 The Funding Recipient may be entitled, as determined by DEWR, to claim a one-off Set Up Payment if the Funding Recipient:

- (a) is establishing an eligible new Rural or Remote Outlet; and
- (b) demonstrates that it requires assistance with the initial set up costs for this Rural or Remote Outlet.

28.41 The Set Up Payment will comprise:

- (a) a set up lump sum;
- (b) an Outlet Locational Loading for that Outlet payable in respect of the set up lump sum; and
- (c) GST on the amounts set out in paragraphs (a) and (b) above.

28.42 The Set Up Payment may only be used for the purposes of establishing the new Rural or Remote Outlet and in accordance with this Deed.

28.43 The Set Up Payment will be paid upon receipt of a Tax Invoice from the Funding Recipient for the Set Up Payment and that Tax Invoice must be received no later than 4 weeks after the Date of this Deed.

Baseline Fee

28.44 The Funding Recipient is entitled to claim a Baseline Fee if:

- (a) the Funding Recipient has a Rural or Remote Outlet; and
- (b) the Monthly income of that Rural or Remote Outlet is below \$4,000 (GST exclusive).

28.45 The amount of the Baseline Fee that may be claimed will:

- (a) vary, taking into account the actual Monthly income of the Outlet; and
- (b) not exceed an amount required to ensure that the Outlet achieves a minimum Monthly income of \$4000 (GST exclusive).

28.46 The Funding Recipient may be entitled to an Outlet Locational Loading (as set out in Item B3.7 of Schedule B3) to be applied to the Baseline Fee.

Outlet Locational Loading

28.47 An Outlet Locational Loading may be applied, as determined by DEWR, to any:

- (a) Set Up Payment; or
 - (b) Baseline Fee,
- paid by DEWR to the Funding Recipient.

28.48 The applicable loading for each ARIA accessibility classification is set out in Item B3.7 of Schedule B3.

Work Based Personal Assistance Fees

28.49 The Funding Recipient is entitled to claim the Work Based Personal Assistance Fees for personal assistance purchased for, or provided to, a DEN Participant (Capped) who is in Employment if the Funding Recipient:

- (a) ensures the eligibility criteria for work based personal assistance as set out in the Programme Procedures are met;
- (b) completes a Work Based Personal Assistance requirements form; and
- (c) confirms the relevant Employment details on DEWR's IT System.

28.50 The Funding Recipient can only claim the Work Based Personal Assistance Fees:

- (a) for work based personal assistance actually provided or purchased by the Funding Recipient for an Eligible Worker (Capped) and records or invoices relating to this assistance have been maintained by the Funding Recipient;
- (b) for a maximum of 10 hours per week per Eligible Worker (Capped); and
- (c) on a Monthly basis in arrears for the previous four week period.

28.51 The Work Based Personal Assistance Fees will be paid at the hourly rates set out in Item B3.10 of Schedule B3.

Existing High Cost Worker Fee

28.52 The Funding Recipient is entitled to claim an Existing High Cost Worker Fee for an Eligible Worker (Capped) if:

- (a) the Funding Recipient is providing DEN Services to an Eligible Worker (Capped) who requires funding higher than that paid by the level 4 Employment Maintenance Fee as set out in the Table of Payments;
- (b) the Eligible Worker (Capped) has achieved 26 weeks of Employment prior to 30 June 2005; and
- (c) the Funding Recipient has completed and submitted a DMI for the Eligible Worker (Capped) prior to 30 June 2005.

28.53 The amount of the Existing High Cost Worker Fee will be the difference between:

- (a) the Eligible Worker's (Capped) existing level of Employment Maintenance Fees; and
 - (b) the level 4 Employment Maintenance Fees,
- as set out in the Table of Payments.

Wage Subsidy Scheme Fee

- 28.54 The Funding Recipient is entitled to claim a Wage Subsidy Scheme Fee for each DEN Participant (Capped) when:
- (a) the DEN Participant (Capped) has satisfied the conditions for Capped Wage Subsidy Employment;
 - (b) the Employment has been recorded in the DEWR IT System; and
 - (c) the Funding Recipient has paid a wage subsidy under the Wage Subsidy Scheme to the DEN Participant's (Capped) Employer.
- 28.55 The amount of the Wage Subsidy Scheme Fee is specified in Item B3.9 of Schedule B3.

SCHEDULE B1 – DEN SERVICE GUARANTEE

Your Disability Employment Network provider is responsible for providing you with the standard of service outlined in this brochure. This is called the SERVICE GUARANTEE.

All Disability Employment Network providers are assessed by trained auditors as meeting the Disability Services Standards.

You will be treated as a valued individual and provided with opportunities for you to contribute to decisions that help you to get or keep a job.

Your privacy will be respected and your provider will treat any information you give them as confidential and where information is shared this will be in accordance with the law.

The services provided will be appropriate to your personal circumstances and background, as well as tailored to your needs and abilities.

While you are looking for work your Disability Employment Network provider will:

- give you clear information on what services you will receive from them and what your responsibilities are
- provide job search services
- work closely with you to develop an individual plan to assist you to achieve your employment goals
- provide information on training, personal development, and traineeships and apprenticeships that could improve your employment opportunities
- with your permission approach employers directly for employment opportunities
- provide information to potential employers about extra assistance available to help them employ a person with a disability
- provide practical assistance when applying for jobs or attending interviews and
- meet with you regularly to assist you in your search for work.

Once you get a job your Disability Employment Network provider will:

Continue to provide support to you if needed including:

- support while you are settling into your new job
- on the job training
- information, support and training to your employer
- working with you to resolve any problems you may have at work and
- help to find another job if your employment ceases.

Depending on your eligibility, your Disability Employment Network provider may also:

- assist you and your employer to access a range of other support services including workplace modifications and the supported wage scheme.

For some clients this assistance may be time limited.

Your Disability Employment Network provider should advise you about the Employment Services Code of Practice which tells you how they will deliver services to you. A copy of this Code is available from your provider and is also available on the internet at www.workplace.gov.au.

Disability Employment Network providers are responsible for providing this guaranteed level of service.

If you are not satisfied with the service you are receiving you should raise this first with your provider – ask to speak to the manager or supervisor.

If you are not satisfied with the response, call the **DEWR Customer Service Line on FREECALL 1800 805 260**. The DEWR Customer Service Line puts you in contact with a DEWR Customer Service Officer in the State or Territory where your call is made who will investigate your complaint further.

Clients of Disability Employment Network and Vocational Rehabilitation Services may access the **Complaints Resolution and Referral Service** through the DEWR Customer Service Line. The Complaints Resolution and Referral Service has specialist expertise in assisting to resolve complaints for people with disabilities. The Complaints Resolution and Referral Service can also be contacted directly on:

FREECALL: 1800 88 00 52

TTY: 1800 301 130

The National Relay Service: 1800 555 677

Fax: (02) 9318 1372

Telephone Interpreter Service: 131 450

An interpreter or TTY access can be arranged on request.

If you are dissatisfied with how your concerns have been managed, you may also make a complaint to the Commonwealth Ombudsman's Office.

If you want to find out more about the Disability Employment Network visit www.jobaccess.gov.au

SCHEDULE B2 - KEY PERFORMANCE INDICATORS

The Key Performance Indicators (KPIs) set out below will be used to monitor and assess the Funding Recipient's performance during the period of this Deed.

It should be noted that:

- (a) The utilisation indicator in KPI C2.7 is a Performance Benchmark and will be measured as an average over a 3 Month period.
- (b) Other indicators are aligned to case based funding milestones
- (c) There are no Performance Benchmarks for the other KPIs.
- (d) DEWR recognises that performance against KPIs will vary depending on a range of factors.
- (e) Data collected on the basis of these KPIs will be used to assess the Funding Recipient's performance. DEWR will aim to provide the Funding Recipient with data against these KPIs during the Term of this Deed to enable the Funding Recipient to monitor its performance.

KPI	Description	Measures
Capped Stream – Services		
KPI 1 - Efficiency		
C1.1	To maximise sustainability of Employment.	The proportion of DEN Participants (Capped) that return to the DEN Programme within 12 Months of achieving a Capped 26 Week Employment Outcome.
C1.2	To maximise the retention of DEN Participants (Capped) during the Employment Assistance Phase.	The proportion of DEN Participants (Capped) Exited: <ul style="list-style-type: none"> • between the Intake Phase and completion of the DPI; • after completion of the DPI and within 12 Months of the Acceptance Date; and • between 12 and 18 Months of the Acceptance Date with no Capped 26 Week Employment Outcome achieved.
C1.3	To minimise the time taken to engage new DEN Participants (Capped).	When a place is available, the time taken from a referral to Intake Phase.
C1.4	To achieve employment outcomes in a timely manner.	The time taken from the start of the Employment Assistance Phase to a Capped 13 Week Employment Milestone.

KPI	Description	Measures
KPI 2 – Effectiveness		
C2.1	To maximise the number of DEN Participants (Capped) who achieve an employment outcome.	<ul style="list-style-type: none"> • The proportion of DEN Participants (Capped) who Commence with the Funding Recipient that are placed in Employment. • The proportion of DEN Participants who Commence with the Funding Recipient and achieve a Capped 4 Week Employment Milestone.
C2.2	To maximise the sustainability of outcomes for DEN Participants (Capped) who enter employment.	<ul style="list-style-type: none"> • The proportion of DEN Participants (Capped) who Commence in the DEN Programme with the Funding Recipient that achieve a Capped 13 Week Employment Milestone. • The proportion of DEN Participants (Capped) who Commence in the DEN Programme with the Funding Recipient that achieve a Capped 26 Week Employment Milestone. • The proportion of DEN Participants (Capped) who Commence in the DEN Programme with the Funding Recipient that achieve a Capped 4 Week Employment Milestone and go on to achieve a Capped 13 Week Employment Milestone. • The proportion of DEN Participants (Capped) that Commence in the DEN Programme with the Funding Recipient that achieve a Capped 13 Week Employment Milestone and go on to achieve a Capped 26 Week Employment Outcome.
C2.3	To maximise the quality of employment outcomes achieved by DEN Participants (Capped).	<ul style="list-style-type: none"> • The average number of hours per week in Employment worked by a DEN Participant (Capped) who has achieved a Capped 13 Week Employment Outcome or a Capped 26 Week Employment Outcome. • The average weekly income earned through the Employment of a DEN Participant (Capped) who has achieved a Capped 13 Week Employment Outcome or a Capped 26 Week Employment Outcome.

KPI	Description	Measures
C2.4	To maximise the effectiveness of employment support provided during the Employment Maintenance Phase.	The proportion of DEN Participants (Capped) who remain in stable Employment during the Employment Maintenance Phase.
C2.5	To maximise the sustainability of DEN Participants whose Employment is in Jeopardy.	The proportion of DEN Participants (Capped) whose Employment is in Jeopardy that are still in Employment 26 weeks after returning to the DEN Programme.
C2.6	To ensure DEN Participants (Capped) have access to the DEN Programme.	The proportion of job seekers referred by a JCA Provider who Commence in the DEN Programme.
C2.7	To maximise the utilisation of capped Outlet Capacity places (Utilisation Indicator).	The average utilisation of capped Outlet Capacity places (benchmark of 90 per cent in each 3 Months).
KPI 3 - Quality		
C3.1	Extent to which the Funding Recipient meets the quality assurance requirements.	<p>DEWR's satisfaction with the delivery of DEN Services, including but not limited to:</p> <ul style="list-style-type: none"> • conformity with the certification requirements against the Disability Services Standards under the <i>Disability Services Act 1986</i> (Cth); • evidence of delivery of personalised DEN Services to DEN Participants, through findings of site visits, quality audit projects or other qualitative information; and • the number or type of serious founded Complaints, series of founded Complaints, and active management of Complaints, including assisting DEWR in negotiating Complaint resolution.

KPI	Description	Measures
Uncapped Stream – Services		
KPI 1 Efficiency		
U1.1	To ensure DEN Services result in high levels of independence.	The proportion of DEN Participants (Uncapped) who achieve independence in less than two years of DEN Programme support.
U1.2	To maximise sustainability of Employment.	The proportion of DEN Participants (Uncapped) who return to the DEN Programme within 12 Months of achieving an Uncapped Employment Outcome.
U1.3	To achieve employment outcomes in a timely manner.	The time taken from the start of the Employment Assistance Phase to an Uncapped 13 Week Employment Milestone.
U1.4	To minimise the time taken to engage new DEN Participants (Uncapped).	The time taken from a referral to Intake Phase.
KPI 2 – Effectiveness		
U2.1	To maximise the number of DEN Participants (Uncapped) who achieve an employment outcome.	<ul style="list-style-type: none"> • The proportion of DEN Participants (Uncapped) who Commence with the Funding Recipient that are placed in Employment. • The proportion of DEN Participants (Uncapped) who Commence with the Funding Recipient that achieve an Uncapped Full 4 Week Employment Milestone.
U2.2	To maximise the sustainability of outcomes for DEN Participants (Uncapped) who achieve an employment outcome.	<ul style="list-style-type: none"> • The proportion of DEN Participants (Uncapped) who achieve an Uncapped Full 13 Week Employment Milestone. • The proportion of DEN Participants (Uncapped) who achieve an Uncapped Full 26 Week Employment Outcome. • The proportion of DEN Participants (Uncapped) who achieve an Uncapped Intermediate 4 Week Employment Milestone and go on to achieve an Uncapped Full 13 Week Employment Milestone. • The proportion of DEN Participants (Uncapped) who achieve an Uncapped Full 4 Week Employment Milestone and go on to

		<p>achieve an Uncapped Full 13 Week Employment Milestone.</p> <ul style="list-style-type: none"> • The proportion of DEN Participants (Uncapped) who achieve an Uncapped Intermediate 13 Week Employment Milestone and go on to achieve an Uncapped Full 26 Week Employment Outcome. • The proportion of DEN Participants (Uncapped) who achieve an Uncapped Full 13 Week Employment Milestone who go on to achieve an Uncapped Full 26 Week Employment Outcome.
U2.3	To maximise the quality of employment outcomes achieved by DEN Participants (Uncapped).	<ul style="list-style-type: none"> • The average number of hours per week in Employment worked by an Eligible Job Seeker (Uncapped) who has achieved an Intermediate or a Full Uncapped 13 Week Employment Outcome or an Intermediate or Full Uncapped 26 Week Employment Outcome. • The average weekly income earned through the Employment of an Eligible Job Seeker (Uncapped) who has achieved an Intermediate or a Full Uncapped 13 Week Employment Outcome or an Intermediate or Full Uncapped 26 Week Employment Outcome.
U2.4	To maximise the sustainability of DEN Participants whose Employment is in Jeopardy.	The proportion of DEN Participants (Uncapped) whose Employment is in Jeopardy that are still in Employment 26 weeks after returning to the DEN Programme.
U2.5	To ensure DEN Participants (Uncapped) have access to the DEN Programme.	The proportion of job seekers referred by a JCA Provider that Commence in the DEN Programme.
KPI 3 - Quality		
U3.1	Extent to which the Funding Recipient meets the quality assurance requirements.	<p>DEWR's satisfaction with the delivery of DEN Services, including but not limited to:</p> <ul style="list-style-type: none"> • conformity with the certification requirements against the Disability Services Standards under the <i>Disability Services Act 1986</i> (Cth); • evidence of delivery of personalised DEN Services to DEN Participants, through findings of site visits, quality audit projects or other qualitative information; and • the number or type of serious founded

		Complaints, series of founded Complaints, and active management of Complaints, including assisting DEWR in negotiating Complaint resolution.
--	--	--

SCHEDULE B3 - FEES AND FUNDS

Item B3.1 – Intake Fee

The amount of the Intake Fee is \$302.50 (GST inclusive).

Item B3.2 – Assessment Fee

The amount of the Assessment Fee is \$610.50 (GST inclusive).

Item B3.3 - Fees payable from 1 July 2006 (GST Inclusive)

Capped Stream Payments

Payment	Level 1	Level 2	Level 3	Level 4
Employment Assistance Fees	\$247.50	\$418	\$649	\$1006.50
4 Week Employment Milestone Fee	\$550	\$858	\$1226.50	\$1837
13 Week Employment Fee	\$550	\$858	\$1226.50	\$1837
26 Week Employment Outcome Fee	\$1100	\$1716	\$2453	\$3674
Employment Maintenance Fees	\$357.50	\$533.50	\$786.50	\$1072.50

Uncapped Stream Payments

Payment	Level 11	Level 12	Level 13	Level 4
Employment Assistance Fees	\$247.50	\$418	\$649	\$1006.50
Uncapped Intermediate 4 Week Employment Milestone Fee	\$220	\$341	\$484	\$759
Uncapped Full 4 Week Employment Milestone Fee	\$880	\$1375	\$1958	\$3025
Uncapped Intermediate 13 Week Employment Milestone Fee	\$220	\$341	\$484	\$759
Uncapped Full 13 Week Employment Milestone Fee	\$880	\$1375	\$1958	\$3025
Uncapped Intermediate 26	\$440	\$682	\$968	\$1518

Week Employ ment Outcome Fee				
Uncap ped Full 26 Week Employ ment Outcome Fee	\$176 0	\$282 7	\$391 6	\$6050
Post Placeme nt Fees	\$247 .50	\$291 .50	\$456 .50	\$704

Item B3.4 – Intermittent Support Fee and Intermittent Support Fee (Mental Health)

The amount of the Intermittent Support Fee is \$302.50 (GST inclusive).

The amount of the Intermittent Support Fee (Mental Health) is \$605 (GST inclusive).

Item B3.5 - New Apprenticeship Fees

Payment	Amount (GST inclusive)
After 4 weeks as a New Apprentice	\$121
After 13 weeks as a New Apprentice	\$242
After 52 weeks as a new Apprentice	\$363

Item B3.6 - Additional Employment Outcome Fee

The amount of the Additional Employment Outcome Fee is \$1650 (GST inclusive).

Item B3.7 – Outlet Locational Loading

ARIA Classification	Applicable Loading
Accessible	None
Moderately Accessible	10%
Remote	20%
Very remote	30%

Item B3.8 – Eligible Job Seeker Locational Loading

Relevant Travel Time	Applicable Loading
Less than 1 hour	None
At least 1 hour but less than 2 hours	10% of any payments that may be claimed in relation to a DEN Participant.
At least 2 hours but less than 3 hours	20% of any payments that may be claimed in relation to a DEN Participant.
More than 3 hours	30% of any payments that may be claimed in relation to a DEN Participant.

Item B3.9 – Wage Subsidy Scheme Fee

The amount of the Wage Subsidy Scheme Fee is up to a maximum of \$110 (GST inclusive).

Item B3.10 – Work Based Personal Assistance Fees

Work Based Personal Assistance Fees will be paid at the following hourly rates:

- (d) where assistance is provided by the Funding Recipient, \$28.88 per hour (GST inclusive); and
- (e) where assistance is purchased by the Funding Recipient, \$38.50 per hour (GST inclusive).

SCHEDULE B4 - DEED AND BUSINESS DETAILS

This schedule provides specific DEWR, Funding Recipient and business details pursuant to Part A and the relevant Specific Conditions of this Deed. When completed for an individual Funding Recipient it is included with the relevant executed Employment Services Funding Deed Particulars.



Disclaimer: This document is a sample copy of the *Employment Services Contract 2006-2009*. This copy is provided only for your information and as a guide. If you have entered into a contract with DEWR, you must rely on the original signed contract and any contract variations you have entered into. You should seek your own legal advice, if required. While DEWR has exercised reasonable care in publishing this document, DEWR makes no representation, express or implied, as to the accuracy of the document or the applicability of the document to you or your circumstances. You should note that you may or may not have executed the contract, or any subsequent contract variations to it, in the particular form expressed in this document. DEWR accepts no liability for any use of this document or any reliance placed on it.

A new **Part C – Specific Conditions for Personal Support Programme Services** was reprinted and reissued on 25 May 2007 incorporating both GFDV1 and GFDV2 changes

© Commonwealth of Australia 2006

This work is copyright. You may display, print and reproduce this material in unaltered form only (retaining this notice) for your personal, non-commercial use or use within your organisation. Apart from any use as permitted under the *Copyright Act 1968*, all other rights are reserved.

EMPLOYMENT SERVICES FUNDING DEED 2006–2009

PART C—SPECIFIC CONDITIONS
for
Personal Support Programme Services

1. APPLICATION AND DEFINITIONS
2. PERSONAL SUPPORT PROGRAMME
3. REFERRALS AND COMMENCEMENT IN THE PS PROGRAMME
4. SERVICES
5. ECONOMIC OUTCOMES
- 5A. ACTIVITY AGREEMENTS AND VOLUNTARY ACTIVITY AGREEMENTS
6. INTERVENTION PLAN
7. EXIT AND ALLOWABLE BREAK
8. PAYMENTS
9. REPORTS AND RECORDS
10. NOTIFICATION TO CENTRELINK
11. PSP GUIDELINES AND PSP SERVICE GUARANTEE
12. MEASURING PERFORMANCE
13. PROMOTION
14. BEST PRACTICE
15. TRANSITIONAL ARRANGEMENTS
16. INSURANCE

SCHEDULE C1 PERSONAL SUPPORT PROGRAMME SERVICE GUARANTEE

SCHEDULE C2 KEY PERFORMANCE INDICATORS

SCHEDULE C3 PERFORMANCE BENCHMARKS

SCHEDULE C4 TABLE OF PAYMENTS

SCHEDULE C5 DEED AND BUSINESS DETAILS

29. APPLICATION AND DEFINITIONS

Application

- 29.1 The General Conditions set out in Part A apply to the interpretation of Part C of this Deed.
- 29.2 Unless otherwise specified, all references to clauses in this Part are references to clauses in Part C.

Definitions

- 29.3 In this Part C of this Deed, unless a contrary intention appears:

‘**Account Manager**’ is the person specified at Item C5.1 of Schedule C5;

‘**Activity Agreement**’ means an agreement prepared, approved and signed by a Delegate and a Potential PSP Participant or a PSP Participant with Activity Test Requirements in accordance with clause 5A, which outlines the assistance or intervention agreed between a Delegate and the Potential PSP Participant or the PSP Participant and details the activity required by him or her to meet their Activity Test Requirements;

‘**Activity Period**’ means the period specified at Item C5.4 of Schedule C5;

‘**Activity Start Date**’ means the date specified at Item C5.3 of Schedule C5;

‘**Activity Test Requirements**’ means the activity test or participation requirements that a Potential PSP Participant or a PSP Participant must meet in order to receive an income support payment under section 23(1) of the *Social Security Act 1991* (Cth);

‘**Allowable Break**’ means the period in which the PSP Participant’s participation in the PS Programme is put on hold;

‘**Austudy**’ means the Commonwealth payment providing financial help to persons aged 25 years or more as described at <http://www.centrelink.gov.au>;

‘**Automated Referral Process**’ means DEWR’s IT System referral process that refers Potential PSP Participants to a PSP Provider in priority order where the PSP provider has available capacity to receive the referral;

‘**Basic Funding Amount**’ means the total of:

- (a) the Commencement Payment;
- (b) the Intervention Plan Payment;
- (c) both Milestone Payments;

- (d) the Social Outcome Payment; and
- (e) the Exit Payment;

‘**Commence or Commencement**’ in relation to a PSP Participant means the day the Funding Recipient or Delegate (as relevant):

- (a) approves the Activity Agreement or Voluntary Activity Agreement on DEWR’s IT system;
- (b) records a Commencement Date on DEWR’s IT System; and
- (c) commences to provide Services to the PSP Participant;

‘**Commencement Date**’ means the date of Commencement recorded on DEWR’s IT System;

‘**Commencement Payment**’ means the amount specified in the Table of Payments that the Funding Recipient may be entitled to in accordance with clause 8.10;

‘**Commencement to Referral Ratio**’ means a ratio of Commencements to referrals calculated by DEWR in accordance with the PSP Guidelines;

‘**Completion Payment**’ means the amount specified as such in the Table of Payments that the Funding Recipient may be entitled to in accordance with clause 8.25;

‘**Contact Person**’ is the person specified at Item C5.2 of Schedule C5;

‘**Contract Up-Front Advance**’ means the amount specified as such in the Table of Payments that the Funding Recipient may be entitled to in accordance with clause 8.44 and calculated in accordance with clause 8.45 and clause 8.49;

‘**Core Services**’ means the component of the Services as set out in clauses 4.6 and 4.7;

‘**Delegate**’ means a person engaged by the Funding Recipient to perform functions or to provide services under Part C of this Deed who is a Delegate of the Secretary with respect to the *Social Security Act 1991* (Cth) and/or the *Social Security (Administration) Act 1999* (Cth);

‘**DEWR’s IT System**’ in relation to this PS Programme means DEWR’s IT system accessible to PSP providers and the Funding Recipient through the Internet, which is administered by DEWR under clause 15 of Part A [Information Technology] through which information is exchanged between the Funding Recipient, other PSP providers, Centrelink and DEWR in relation to the PS Programme. If DEWR’s IT System is not working, the Parties must provide any information required to be provided on DEWR’s IT System in accordance with clause 49 of Part A [Notices];

‘Disability Employment Network’ or ² **‘DEN’** means the Commonwealth programme of that name which provides employment assistance and employment placement support to assist individuals with a disability to either gain employment in the open employment market or to become self employed;

‘Economic Outcome’ means an activity undertaken by a PSP Participant as set out in clause 5.1;

‘Economic Outcome Records’ means the original or certified copies of documents evidencing the PSP Participant’s achievement of an Interim Economic Outcome or a Final Economic Outcome as specified in the PSP Guidelines or as notified by DEWR from time to time

‘Economic Placement’ means an Economic Outcome that the PSP Participant has commenced;

‘Electronic Diary’ means the DEWR system used for the referral of Potential PSP Participants or PSP Participants to the Funding Recipient, for referrals by the Funding Recipient to other relevant service providers, and for making and managing a Potential PSP Participant’s or a PSP Participant’s appointments in accordance with the PSP Guidelines;

‘Eligible Funding Recipient’ means a Funding Recipient who, in accordance with clause 8.47, may be eligible to receive a Contract Up-Front Advance;

‘Eligible Remote Participant’ means a PSP Participant designated as such in accordance with clauses 8.31 to 8.33;

‘ESA Contract Capacity’ means the contracted number of PSP places, excluding ESA Stretch Capacity, which can be occupied by PSP Participants to whom the Funding Recipient must provide Services at any one time at an ESA level as at Item C5.14 of Schedule C5;

‘ESA Stretch Capacity’ means the number of PSP places available in addition to the ESA Contract Capacity which can be occupied by certain PSP Participants as specified in accordance with clause 30.10 and to whom the Funding Recipient must provide Services at any one time at an ESA level;

‘Exit’ means when the PSP Participant leaves the PS Programme or leaves the Funding Recipient or both, in the manner set out in clause 7.1 or clauses 7.1, 7.2 or 7.3;

‘Exit Date’ means the date of the PSP Participant’s Exit as recorded on DEWR’s IT System;

‘Exit Payment’ means the amount specified as such in the Table of Payments that the Funding Recipient may be entitled to in accordance with clause 8.15;

‘Exit Report’ means the report the Funding Recipient must submit in accordance with clause 9.7;

‘Final Economic Outcome’ means an Economic Outcome that a PSP Participant has achieved for a total of 26 continuous weeks from the date the PSP Participant commences an Allowable Break to undertake the Economic Outcome;

‘Final Economic Outcome Payment’ means the amount specified as such in the Table of Payments that the Funding Recipient may be entitled to in accordance with clause 8.21;

‘Formal Contact’ means direct contact between a PSP Participant and the Funding Recipient that is goal focused and actively addresses the PSP Participant’s Non-vocational Barriers;

‘Generalist PSP Provider’ means a PSP provider, including the Funding Recipient, that provides Services to all categories of PSP Participants, as set out in Item C5.14 of Schedule C5;

‘High Performance Indicator Framework’ or **‘HPIF’** means the framework set out in clause 12.6 which is designed to be used by:

- (a) PSP providers to manage performance; and
- (b) DEWR to inform business allocation or reallocations;

‘Incident’ means an episode of serious misconduct by a Potential PSP Participant or a PSP Participant as defined in the PSP Guidelines;

‘Income Support Payment’ means a payment defined in the *Social Security Act 1991 (Cth)* which DEWR determines is relevant to the PS Programme;

‘Initial Meeting’ means a face to face meeting between the Funding Recipient and a Potential PSP Participant to be conducted in accordance with clauses 3.9 and 3.10;

‘Interim Economic Outcome’ means an Economic Outcome that a PSP Participant has achieved for a total of 13 continuous weeks from the date the PSP Participant commences an Allowable Break to undertake the Economic Outcome;

‘Interim Economic Outcome Payment’ means the amount specified as such in the Table of Payments that the Funding Recipient may be entitled to in accordance with clause 8.19;

‘Interim End Date’ means the end date of the period specified in the PSP Guidelines on which a PSP Participant may be reactivated after the completion of an Allowable Break;

‘Interpreter Assistance Loading’ means the amount specified in the Table of Payments that the Funding Recipient may be entitled to in accordance with clause 8.38;

‘Intervention Plan’ means a plan developed by the Funding Recipient in consultation with each PSP Participant in accordance with clause 6;

‘Intervention Plan Payment’ means the amount specified as such in the Table of Payments that the Funding Recipient may be entitled to in accordance with clause 8.12;

‘Job Capacity Assessment Provider’ or **‘JCA Provider’** means a provider that undertakes Job Capacity Assessments;

‘Job Network – ISCA’ means Intensive Support Customised Assistance as defined for the purposes of the Job Network programme under the Employment Services Contract 2006-2009 at <http://www.workplace.gov.au>;

‘Job Seeker Incident Report’ means a report recorded on DEWR’s IT System in accordance with clause 9.2;

‘Key Performance Indicators’ or **‘KPIs’** means the Key Performance Indicators set out in Schedule C2;

‘Milestone Payment’ means the amount specified as such in the Table of Payments and set out in clause 8.17 which the Funding Recipient may receive for a PSP Participant while the PSP Participant is in the PS Programme and with the Funding Recipient;

‘Milestone Report’ means the report the Funding Recipient must submit in accordance with clauses 9.3 and 9.4;

‘New Apprentice’ has the meaning given to that term by the *Social Security Act 1991* (Cth);

‘Non-vocational Barriers’ means the range of barriers to employment as described in the PSP Guidelines.

‘Outcome’ means either a Social Outcome or an Economic Outcome;

‘Outcome Rate’ means a rate of outcomes achieved, calculated by DEWR in accordance with the PSP Guidelines;

‘Outcome Report’ means a report the Funding Recipient must submit in accordance with clause 9.5 when a PSP Participant achieves an Interim Economic Outcome;

‘Outreach Service’ means the delivery of a Core Service, or part of a Core Service, by a method such as:

- (a) bringing PSP Participants from outlying areas of the ESA to PSP Services;
- (b) taking PSP Services to PSP Participants in the community; or
- (c) delivering PSP Services to PSP Participants who cannot be serviced in the standard office environment;

‘Parenting Payment (Partnered or Single)’ has the same meaning as in the *Social Security Act 1991* (Cth);

‘Performance Period’ has the meaning in Part A of this Deed or as notified by DEWR;

‘Post-Outcome Support Payment’ means the amount specified as such in the Table of Payments that the Funding Recipient may be entitled in accordance with clause 8.23, calculated in accordance with clause 8.24;

‘Potential PSP Participant’ means a person who has been referred to the Funding Recipient but has yet to Commence;

‘PSP’ or **‘PS Programme’** means the Commonwealth funded Personal Support Programme administered by DEWR;

‘PSP Guidelines’ means the Guidelines for the PS Programme as amended from time to time by DEWR;

‘PSP Participant’ means a person who is eligible to participate in the PS Programme in accordance with the PSP Guidelines and has Commenced;

‘PSP Participant on an Allowable Break’ means a PSP Participant who has an Allowable Break from their participation in the PS Programme in accordance with clause 7.7;

‘PSP Provider’ means a provider of Services under the PS Programme;

‘PSP Service Guarantee’ means the Service Guarantee for this PS Programme as set out in Schedule C1;

‘PSP Single Score’ means an aggregate performance score, based on the High Performance Indicator Framework, allocated to the Funding Recipient by DEWR in accordance with clause 12.7;

‘Rapid Reconnection’ means the process by which Centrelink makes an appointment for a Potential PSP Participant or PSP Participant in the Funding Recipient’s Electronic Diary where the appointment will take place within 48 hours of the contact by Centrelink with the Potential PSP Participant or PSP Participant following notification of a possible participation failure in accordance with clauses 5A.6 and 10.1(b);

‘Reactivate’ means when a PSP Participant’s status is changed from Allowable Break to Commenced upon returning to the PS Programme prior to their period of an Allowable Break ending;

‘Recommence’ or **‘Recommencement’** means that a PSP Participant, after Exiting the Funding Recipient or another PSP Provider, is referred to and recommences with the Funding Recipient in accordance with the procedure at clauses 3.11 and 3.12;

‘Recommencement Date’ means the date of Recommencement recorded on DEWR’s IT System;

‘Recommencement Payment’ means the amount specified as such in the Table of Payments that the Funding Recipient may be entitled to in accordance with clause 8.42;

‘Reconnection’ means referral of a PSP Participant by the Funding Recipient to another PSP provider in the ESA to which the PSP Participant has moved;

‘Reconnection Payment’ means the amount specified as such in the Table of Payments that the Funding Recipient may be entitled to in accordance with clause 8.40;

‘Reduction Amount’ is an amount equal to 50 per cent of the payment to which it applies to under clause 8.13 or clause 8.18 or, in the case of the last such payment, such lesser amount as may be necessary to reach an amount that is equal to the Contract Up-Front Advance;

‘Remote Loading’ means the amount specified as such in the Table of Payments that the Funding Recipient may be entitled to in accordance with clause 8.28;

‘Remote Loading Special’ means the amount specified as such in the Table of Payments that the Funding Recipient may be entitled to in accordance with clause 8.30 to 8.34;

‘Remote Service Annual Block Payment’ or **‘RSABP’** means the amount specified as such in the Table of Payments that the Funding Recipient may be entitled to in accordance with clause 8.36, calculated in accordance with clause 8.37 and clause 8.30;

‘Retention Rate’ is the rate, calculated by DEWR which measures the period a PSP Participant is retained in the PS Programme, expressed as a percentage;

‘Semester’ means the whole of the period 1 January to 30 June or the period 1 July to 31 December inclusive;

‘**Services**’ means the services that the Funding Recipient is required to provide as set out in clause 4;

‘**Site**’ means an outlet of the Funding Recipient where the Services are to be provided, as specified in Item C5.14 of Schedule C5;

‘**Social Outcome**’ means that a PSP Participant has completed the PS Programme, that is, the PSP Participant has achieved 24 months duration of participation in the PS Programme;

‘**Social Outcome Payment**’ means the amount specified as such in the Table of Payments that the Funding Recipient may be entitled to in accordance with clause 8.26;

‘**Special Claim**’ means a claim for payment submitted directly to the DEWR Contract Manager for their approval in accordance with the PSP Guidelines;

‘**Specialist PSP Provider**’ means a PSP provider, including the Funding Recipient, that provides Services to one or more specific categories of PSP Participants, as set out in Item C5.14 of Schedule C5 of this Deed;

‘**Table of Payments**’ is the table at Schedule C4;

‘**Total Capacity**’ means the total number of PSP places, for which the Funding Recipient can provide Services at any one time, as specified at Item C5.13 of Schedule C5, and is the sum of the ESA Contract Capacity for all ESAs, but excluding ESA Stretch Capacity;

‘**Transient PSP Participant**’ means a PSP Participant who ceases to reside in a postcode area serviced by the Funding Recipient in an ESA and relocates within an ESA or to another ESA and is referred to:

- (a) another Site of the Funding Recipient; or
- (b) the site of another PSP provider.

‘**Transitional PSP Participant**’ means a PSP Participant:

- (a) who is identified by DEWR, at its absolute discretion, as a Transitional PSP Participant: and
- (b) is transferred from their PSP provider to another PSP provider because:
 - (i) their PSP provider has ceased delivering PSP services in the ESA; or
 - (ii) their PSP provider’s ESA Contract Capacity has been reduced by DEWR;

‘**Transition Support**’ means the offering of support or providing assistance to a PSP Participant to transition from the PS Programme to an Economic Outcome in accordance with clauses 4.8 to 4.10.

‘**Vocational Rehabilitation Services**’ or ‘**VRS**’ means the Commonwealth programme of that name; and

‘**Voluntary Activity Agreement**’ means an agreement, in accordance with clause 5A, between the Funding Recipient and a Potential PSP Participant or a PSP Participant who not have Activity Test Requirements, which outlines the assistance or intervention agreed between the Funding Recipient and the Potential PSP Participant or PSP Participant.

30. PERSONAL SUPPORT PROGRAMME

About the PS Programme

- 30.1 The PS Programme is a Commonwealth funded programme administered by DEWR.
- 2.2 The PS Programme is available to people assessed by a Job Capacity Assessment Provider as having ~~with~~ multiple Non-vocational Barriers to employment, and who have a capacity to ~~would~~ benefit from the PS Programme and who are:
- (a) in receipt of eligible Income Support Payments;
 - (b) aged 15 to 20 years (inclusive) and do not receive Income Support Payments, but who are registered with Centrelink as unemployed and are not in full time study; or
 - (c) identified by DEWR, from time to time, as eligible for the PS Programme.
- 30.2 The PS Programme provides pre-employment assistance to bridge the gap between the provision of crisis assistance and employment assistance programmes.

PS Programme Objectives

- 30.3 The PS Programme’s Objectives are:
- (a) to assist PSP Participants in overcoming Non-vocational Barriers and achieve Economic or Social Outcomes; and
 - (b) to achieve the following objectives for PSP Participants:
 - (i) to help PSP Participants tackle Non-vocational Barriers;
 - (ii) to improve PSP Participants capacity to participate in employment or employment-related activities, education or training; and
 - (iii) to improve PSP Participants capacity to participate in the social life of the community.

- 30.4 The Commonwealth gives no warranty as to the future form of, or the continuation of, the PS Programme, which it may, consistent with this Deed, change or modify at any time.

Start of the Activities

- 30.5 The Funding Recipient must commence all Activities on the Activity Start Date and must complete all Activities within the Activity Period.

Activities of the PS Programme

- 2.7. To achieve the PS Programme's Objectives, the Funding Recipient must carry out the following Activities:

- (a) use its best endeavours to have Potential PSP Participants Commence and PSP Participants Recommence in the PS Programme ~~by the respective Interim End Date;~~
- (b) have ~~Actual~~ Formal Contact with PSP Participants at least every ~~4 weeks~~ 28 calendar days and in accordance with the PSP Guidelines;
- (c) use its best endeavours to have PSP Participants remain engaged in the PS Programme until they achieve a Final Economic Outcome or a Social Outcome, whichever is the more appropriate Outcome for the PSP Participant; ~~and~~
- (d) use its best endeavours to have PSP Participants re-engage where they have failed to attend scheduled appointments with the Funding Recipient and, as required, notify Centrelink in accordance with clauses 5A.6 and 10; and
- (e) perform the Services set out in this Part C.

- 30.6 The Funding Recipient must promptly inform the Account Manager of any relevant matters that might affect the Funding Recipient's ability to carry out the Activities under this Deed.

Capacity

- 30.7 The Funding Recipient must only provide Services up to the Funding Recipient's ESA Contract Capacity and ESA Stretch Capacity in each ESA.
- 2.10 PSP Participants on an Allowable Break will not be counted as part of the Total Capacity, ESA Contract Capacity and/or ESA Stretch Capacity for the Funding Recipient.

ESA Contract Capacity

- 30.8 The ESA Contract Capacity for the Funding Recipient may be increased with the agreement of both Parties and where this is in the interests of:

- (a) the PS Programme;

- (b) a PSP Participant; or
 - (c) a Potential PSP Participant,
- as determined by DEWR in its absolute discretion.

30.9 The ESA Contract Capacity for the Funding Recipient may be decreased by any amount where this is in the interests of:

- (a) the PS Programme;
 - (b) a PSP Participant; or
 - (c) a Potential PSP Participant,
- as determined by DEWR in its absolute discretion. .

ESA Stretch Capacity

30.10 ESA Stretch Capacity can only be used by the Funding Recipient to Commence or Recommence Potential PSP Participants or PSP Participants or Reactivate PSP Participants in accordance with the PSP Guidelines or as notified by DEWR.

30.11 Subject to clauses 2.15 and 2.16, the ESA Stretch Capacity is 15 per cent of the ESA Contract Capacity.

30.12 The ESA Stretch Capacity for the Funding Recipient may be increased with the agreement of both Parties and where this is in the interests of:

- (a) the PS Programme;
 - (b) a PSP Participant; or
 - (c) a Potential PSP Participant,
- as determined by DEWR in its absolute discretion.

30.13 The ESA Stretch Capacity for the Funding Recipient may be decreased by any amount where this is in the interests of:

- (a) the PS Programme;
- (b) a PSP Participant;
- (c) a Potential PSP Participant; or
- (d) for any other reason;

as determined by DEWR in its absolute discretion.

30.14 DEWR will notify the Funding Recipient of any change to the percentage of ESA Stretch Capacity.

Calculation of Time in the PS Programme

- 30.15 Each PSP Participant is entitled to be in the PS Programme for a maximum of 24 months and may receive Services from more than one PSP provider during this period.
- 30.16 A PSP Participant's time in the PS Programme, that is the duration of participation, is calculated from the PSP Participant's Commencement Date.
- 30.17 The calculation of a PSP Participant's time in the PS Programme is used for the purposes of determining:
- (a) when the PSP Participant achieves a Social Outcome; or
 - (b) entitlement of the Funding Recipient to a Social Outcome Payment.
- 30.18 The calculation of a PSP Participant's time in the PS Programme does not include periods in which the PSP Participant was:
- (a) on an Allowable Break from the PS Programme; or
 - (b) Exited from the Funding Recipient ~~PS Programme~~.
- 30.19 A PSP Participant who achieves a Final Economic Outcome or a Social Outcome, will be Exited from the PS Programme in accordance with clauses 7.1(a) or 7.1(b), and will be ineligible to be referred to the PS Programme for at least 12 months.

Calculation of Time with the Funding Recipient

- 30.20 The calculation of a PSP Participant's time with the Funding Recipient is used for the purposes of determining the entitlement of the Funding Recipient to a Milestone Payment.
- 30.21 The calculation of a PSP Participant's time with the Funding Recipient does not include:
- (a) periods in which the PSP Participant was on an Allowable Break from the PS Programme;
 - (b) periods in which the PSP Participant was Exited from the Funding Recipient; or
 - (c) periods in which the PSP Participant was receiving Services from another PSP provider.

Calculation of time for Transitional PSP Participants

- 30.22 The calculation of a Transitional PSP Participant's time in the PS Programme does not include periods in which the Transitional PSP Participant was:
- (a) on an Allowable Break from the PS Programme; or
 - (b) Exited from the Funding Recipient.

- 30.23 The calculation of a Transitional PSP Participant's time with the Funding Recipient includes the last total period of weeks where the Transitional PSP Participant was receiving Services or services from another PSP provider that ceased to operate.

55. NOTE: THE LAST TOTAL PERIOD OF WEEKS FOR THE TRANSITIONAL PSP PARTICIPANT WITH THEIR PREVIOUS PSP PROVIDER COUNTS TOWARDS THE NUMBER OF WEEKS REQUIRED FOR ELIGIBILITY FOR THE MILESTONE PAYMENTS WITH THE FUNDING RECIPIENT.

31. REFERRALS AND COMMENCEMENT IN THE PS PROGRAMME

No Guarantee of Referrals

- 31.1 DEWR does not guarantee any referrals of Potential PSP Participants or PSP Participants to the Funding Recipient under Part C of this Deed.

Referral to Funding Recipient

- 31.2 Subject to the Funding Recipient's ESA Contract Capacity, ESA Stretch Capacity and the PSP Guidelines, the Funding Recipient must accept:
- (a) referrals of Potential PSP Participants and PSP Participants by a JCA Provider, Centrelink or DEWR;
 - (b) referrals of PSP Participants by other PSP providers; ~~and~~
 - (c) referrals of Transitional PSP Participants; and
 - (d) referrals of PSP Participants due to the reallocation of PSP places by DEWR.
- 3.3 The Funding Recipient must only accept referrals made through DEWR's IT System by Centrelink, a JCA Provider, DEWR or a PSP Provider.
- 3.4 The Funding Recipient will be notified of a referral by either:
- (e) an appointment appearing in the Funding Recipient's Electronic Diary; or
 - (f) receipt of a notice on DEWR's IT System where a referral has been made by the Automated Referral Process.
- 3.5 The Funding Recipient should ensure that its Electronic Diary has, at all times, capacity to accept appointments within the next 2 Business Days for:
- (a) referrals under clause 3.3; or
 - (b) the purposes of Rapid Reconnection,

unless otherwise agreed to by DEWR.

- 3.6 The Funding Recipient must record the result of an appointment in the Electronic Diary, where possible on the day of the appointment.
- 3.7 Where a person is referred to the Funding Recipient via the Automated Referral Process, the Funding Recipient must, in accordance with the PSP Guidelines, contact, arrange, and where possible, conduct an Initial Meeting with a Potential PSP Participant within 10 Business Days of the date of referral as recorded on DEWR's IT system.
- 3.8 Before negotiating an Activity Agreement or Voluntary Activity Agreement, as relevant, the Funding Recipient must confirm that a Potential PSP Participant is entitled to receive the PS Programme in accordance with the PSP Guidelines. .

Initial Meeting and Commencement in the PS Programme

- 3.9 The Funding Recipient must, in accordance with the PSP Guidelines, arrange and conduct an Initial Meeting with a Potential PSP Participant for the purposes of Commencing the Potential PSP Participant in the PS Programme.
- 3.10 At the Initial Meeting the Funding Recipient must:
 - (a) explain the PS Programme, including the Potential PSP Participant's rights and obligations;
 - (b) negotiate, approve and sign an Activity Agreement or Voluntary Activity Agreement, as relevant, with the Potential PSP Participant in accordance with clause 5A and the PSP Guidelines;
 - (c) explain the Complaints process as set out in clause 33 of Part A [Dealing with Complaints] to the Potential PSP Participant; and
 - (d) provide copies of, and information about, the PSP Service Guarantee and Code of Practice.

Recommencement in the PSP Programme

- 3.11 At the meeting to Recommence a PSP Participant, the Funding Recipient must:
 - (a) explain the PS Programme, including the Potential PSP Participant's or the PSP Participant's rights and obligations;
 - (b) negotiate, approve and sign an Activity Agreement or Voluntary Activity Agreement, as relevant, with the PSP Participant in accordance with clause 5A and the PSP Guidelines;

- (c) explain the Complaints process as set out in clause 33 of Part A [Dealing with Complaints] to the PSP Participant; and
 - (d) provide copies of, and information about, the PSP Service Guarantee and Code of Practice.
- 3.12 A PSP Participant has Recommended if, after the meeting referred to in clause 3.11 has been conducted, the Activity Agreement or Voluntary Activity Agreement, as relevant, has been signed by the PSP Participant, and the Funding Recipient, or Delegate (as relevant), has approved the Activity Agreement or Voluntary Activity Agreement and entered the Recommendation Date on DEWR's IT System.
- 3.13 Following Recommendation of the PSP Participant, the Funding Recipient must review the PSP Participant's Intervention Plan, if any, from the Funding Recipient or another PSP provider and update it in accordance with clause 6.5.

Potential PSP Participant or PSP Participant Not Proceeding

- 3.14 The Funding Recipient, acting in accordance with the PSP Guidelines, must record on DEWR's IT System if:
- (a) A Potential PSP Participant fails to Commence; or
 - (b) A PSP Participant fails to Recommend.
- 3.15 The Funding Recipient may, in accordance with the PSP Guidelines, refer a Transient PSP Participant to:
- (a) another PSP provider, if the PSP Participant ceases to reside in a postcode area serviced by the Funding Recipient in an ESA; or
 - (b) another Site of the Funding Recipient if the PSP Participant moves within the ESA, or to an ESA, where the Funding Recipient provides Services.
- 3.16 The Funding Recipient must, in accordance with the PSP Guidelines, consult with a Transient PSP Participant if:
- (a) there is a choice of Sites of the Funding Recipient;
 - (b) there is a choice of other PSP providers; or
 - (c) both choices in clauses 3.16(a) and 3.16(b), exist in the postcode area the Transient PSP Participant moves to.

Referral from another PSP Provider

- 3.17 The Funding Recipient must, in accordance with the PSP Guidelines, contact, arrange and where possible, conduct a meeting with a PSP Participant referred from another PSP Provider so as to Recommend them within 10 Business Days of the date of referral as recorded on DEWR's IT system.

Referral to a JCA provider

- 3.18 In accordance with the PSP Guidelines, the Funding Recipient:
- (c) may, where there is a significant change in the PSP Participant's circumstances;
 - (d) must, before a PSP Participant is transitioned from the PS Programme to DEN or VRS; and
 - (e) must, before a PSP Participant has completed 24 months duration of participation in the PS Programme;

refer a PSP Participant to a JCA Provider for a Job Capacity Assessment, using DEWR's IT system.

Rapid Reconnection

- 3.19 Where the Potential PSP Participant or PSP Participant has an appointment in relation to a Rapid Reconnection, the Funding Recipient must meet with the Potential PSP Participant or PSP Participant for the purpose of Commencing, Recommencing or resuming their participation in the PS Programme.
- 3.20 Where a Potential PSP Participant or PSP Participant fails to attend an appointment with the Funding Recipient in relation to a Rapid Reconnection, the Funding Recipient must notify Centrelink on DEWR's IT System of:
- (a) the failure; and
 - (b) where known, the reason for the failure;
- on the same Business Day of the appointment.

32. SERVICES

Provision and delivery of Services

- 4.1 The Funding Recipient must provide Services to a PSP Participant from the time the PSP Participant Commences or Recommences with the Funding Recipient until the PSP Participant:
- (a) Exits the PS Programme; or
 - (b) Exits the Funding Recipient when referred to another PSP provider.
- 4.2 Subject to clause 4.3, the Funding Recipient is not required to provide Services to a PSP Participant on an Allowable Break.
- 4.3 The Funding Recipient must provide Transition Support to a PSP Participant on an Allowable Break while undertaking an Economic Outcome.
- 4.4 The Funding Recipient must provide Services:
- (a) if the Funding Recipient is a Generalist PSP Provider, to PSP Participants in the ESA or ESAs of the Funding Recipient as set out in Item C5.14 of Schedule C5; or

- (b) if the Funding Recipient is a Specialist PSP Provider, to one or more specific categories of PSP Participants in the ESA or ESAs of the Funding Recipient as set out in Item C5.14 of Schedule C5.
- 4.5 If under this Deed the Funding Recipient proposes to place a PSP Participant as an unpaid worker, the Funding Recipient must only place the PSP Participant:
- (a) with a not-for-profit organisation; and
 - (b) broker the placement through a recognised volunteer organisation.

Core Services

- 4.6 The Funding Recipient must provide Core Services to each PSP Participant based on their individual needs.
- 4.7 The Funding Recipient must provide the following Core Services:
- (a) *Assessment and regular review*, which, in consultation with a PSP Participant, includes:
 - (i) identifying the PSP Participant's Non-vocational Barriers;
 - (ii) developing an Intervention Plan to address the PSP Participant's Non-vocational Barriers;
 - (iii) reviewing, with the PSP Participant, preferably in a face to face meeting, at least every 28 calendar days (except where advised otherwise in the PSP Guidelines), the PSP Participant's circumstances in order to monitor the PSP Participant's progress in the PS Programme and determine their achievements in addressing the Non-Vocational Barriers set out in the PSP Participant's Intervention Plan;
 - (iv) after reviewing the PSP Participant's progress, revising the Activity Agreement or Voluntary Activity Agreement, as relevant, in accordance with clause 5A.4(d); and
 - (v) where appropriate for a PSP Participant, determining when the PSP Participant is ready to undertake an activity that qualifies as an Economic Outcome;
 - (b) *Counselling and personal support*, being:
 - (vi) counselling to a PSP Participant, including guidance, assistance, encouragement and building self-esteem and confidence in a PSP Participant; and
 - (vii) regular contact with a PSP Participant, as required under the PSP Guidelines;
 - (c) *Referral, coordination and advocacy support*, being:
 - (viii) referral of a PSP Participant to appropriate services or organisations;

- (ix) referral of a PSP Participant to a Community Work Coordinator (CWC);
- (x) coordination of a PSP Participant's activities with other organisations; and
- (xi) advocating on behalf of a PSP Participant with other organisations, based on an understanding of the local community and relationships developed with other organisations;
- (d) *Practical support*, being practical support and assistance to a PSP Participant to facilitate their move towards an Outcome; and
- (e) *Transition Support*, being in accordance with clauses 4.8 to 4.10.

Transition Support

- 4.8 Where a PSP Participant is transitioning from the PS Programme to DEN, Job Network - ISCA or VRS, the Funding Recipient must, in accordance with the PSP Guidelines:
- (a) Determine the required frequency of contact between the Funding Recipient and the PSP Participant, depending on the PSP Participant's individual needs;
 - (b) if appropriate, arrange joint interviews between the Funding Recipient, the relevant provider and the PSP Participant; and
 - (c) record contacts for the purpose of Transition Support on DEWR's IT System; and
- 4.9 Where a PSP Participant is transitioning from the PS Programme to employment, unsubsidised self-employment, an apprenticeship or traineeship, or education or training, the Funding Recipient must, in accordance with the PSP Guidelines:
- (a) determine the required frequency of contact between the Funding Recipient and the PSP Participant, depending on the PSP Participant's individual needs; and
 - (b) record contacts for the purpose of Transition Support on DEWR's IT System.
- 4.10 The Funding Recipient must provide Transition Support to a PSP Participant for 26 weeks, which must include a minimum of three Formal Contacts.

Outreach Services

4.11 As appropriate, the Funding Recipient must deliver the Core Services as Outreach Services to meet the needs of PSP Participants in an ESA.

33. ECONOMIC OUTCOMES

5.1 Economic Outcomes for a PSP Participant are:

- (a) employment or unsubsidised self-employment or an apprenticeship or traineeship for an average of 15 hours per week or which generates enough income to reduce a person's basic rate of Income Support Payment by an average of at least 60 per cent over the Outcome period;
- (b) employment or unsubsidised self-employment or an apprenticeship or a traineeship that is on average at least 70 per cent of the minimum number of hours per week in the range as assessed by Centrelink, a JCA Provider or another party identified by DEWR, but is not less than an average of 8 hours of work per week, for a PSP Participant who has been identified and recorded on DEWR's IT System as having a disability and a partial work capacity prior to commencing employment;
- (c) employment or unsubsidised self-employment or an apprenticeship or a traineeship of an average of 10 hours per week for a PSP Participant who is in receipt of Newstart Allowance or Youth Allowance (excluding persons in full-time study or who are already a New Apprentice) with part time participation requirements, and who is identified and recorded on DEWR's IT System by Centrelink or another party identified by DEWR, as a parent or having a disability prior to commencing employment;
- (d) employment or unsubsidised self-employment or an apprenticeship or a traineeship of an average of 10 hours per week for a PSP Participant who is in receipt of Parenting Payment (Partnered or Single) and who chooses to work reduced hours due to caring responsibilities, and whose choice is recorded on DEWR's IT System by Centrelink or another party identified by DEWR prior to commencing employment;
- (e) participation in an education or training course of 13 weeks or more at a full time study load (where 'a full time study load' is defined by the institution);
- (f) participation in a part time education or training course (where 'part time' is defined by the institution) and employment for an average of at least 15 hours per week;
- (g) participation in an ABSTUDY, Youth Allowance or Austudy eligible education or training course of 1 or more Semesters;
- (h) participation in VRS;
- (i) participation in Job Network - ISCA;
- (j) participation in DEN; or

- (k) participation in another employment focussed programme acceptable to DEWR in its absolute discretion.
- 5.2 The following are not recognised as Economic Outcomes:
- (a) participation in CDEP;
 - (b) employment that existed at the time the PSP Participant commenced in the PS Programme;
 - (c) employment in another country; and
 - (d) any other type of employment or participation as notified by DEWR.

5A ACTIVITY AGREEMENTS AND VOLUNTARY ACTIVITY AGREEMENTS

PREPARING ACTIVITY AGREEMENTS AND VOLUNTARY ACTIVITY AGREEMENTS – GENERAL REQUIREMENTS

- 5A.1 DEWR will issue the Funding Recipient with the approved forms of Activity Agreements and Voluntary Activity Agreements.
- 5A.2 The Funding Recipient must complete an Activity Agreement or a Voluntary Activity Agreement, as relevant, for each Potential PSP Participant or a PSP Participant, including where he or she has Commenced prior to 1 July 2007, within the timeframe set out in the PSP Guidelines.
- 5A.3 The Funding Recipient must:
- (a) notify each Potential PSP Participant or PSP Participant of:
 - (i) the requirement to enter into an Activity Agreement or a Voluntary Activity Agreement, as relevant; and
 - (ii) the places and times at which the relevant agreement is to be negotiated; and
 - (b) ensure that the Potential PSP Participant or PSP Participant understands their rights, responsibilities and obligations in relation to their agreement;
 - (c) when entering into an Activity Agreement or a Voluntary Activity Agreement with a Potential PSP Participant or PSP Participant, use the form issued under clause 5A.1; and
 - (d) enter the details of the relevant agreement onto DEWR's IT System.
- 5A.4 Activity Agreements and Voluntary Activity Agreements must:
- (a) comply with the PSP Guidelines;

- (b) outline the obligations and activities that assist in achieving the planned employment goals of the PSP Participant;
- (c) take into account:
 - (i) the Potential PSP Participant or PSP Participant's education, experience, skills and age;
 - (ii) the impact of any disability, illness, mental condition or physical condition of the Potential PSP Participant or PSP Participant on their ability to work, to look for work or to participate in training activities;
 - (iii) the state of the local labour market and the transport options available to the Potential PSP Participant or PSP Participant in accessing that market;
 - (iv) the participation opportunities available to the Potential PSP Participant or PSP Participant;
 - (v) the family and caring responsibilities of the Potential PSP Participant or PSP Participant;
 - (vi) the length of travel time required for compliance with the agreement;
 - (vii) the Potential PSP Participant or PSP Participant's Non vocational Barriers to employment; and
 - (viii) any other matters that the Funding Recipient considers relevant in the circumstances;
- (d) be revised by the Funding Recipient as required by the circumstances of the Potential PSP Participant or PSP Participant or the PSP Guidelines; and
- (e) if the Potential PSP Participant or the PSP Participant:
 - (i) has Activity Test Requirements, be signed by a Delegate; or
 - (ii) does not have Activity Test Requirements, be signed by the Funding Recipient.

Potential PSP Participant and PSP Participants with Activity Test Requirements

5A.5 If a Potential PSP Participant or a PSP Participant has Activity Test Requirements, the Funding Recipient must:

- (g) arrange for a Delegate to prepare, approve the terms of, and sign an Activity Agreement, in accordance with, as relevant:
 - (i) in relation to a Parenting Payment Activity Agreement – sections 501 to 501E of the Social Security Act 1991 (Cth);
 - (ii) in relation to a Youth Allowance Activity Agreement – sections 544A to 544E of the Social Security Act 1991 (Cth); and

- (iii) in relation to a Newstart Activity Agreement –sections 605 to 607C of the Social Security Act 1991 (Cth); and
- (h) ensure that the Activity Agreement is signed by the Potential PSP Participant or the PSP Participant after it is signed by a Delegate;
- (i) once the Activity Agreement has been signed by a Delegate and the Potential PSP Participant or the PSP Participant, enter the Delegate’s approval onto DEWR’s IT System;
- (j) certify that:
 - ii) in negotiating the Activity Agreement, the sections set out at clause 5A.5(a) as relevant were complied with; and
 - iii) the Potential PSP Participant or PSP Participant has signed the Activity Agreement after the Delegate;
- (k) ensure that the Activity Agreement details the activities required to meet the Activity Test Requirements;
- (l) ensure that a Delegate, in exercising delegated powers in relation to the preparation and approval of Activity Agreements under the *Social Security Act 1991 (Cth)*, also complies with the *Social Security Act 1991 (Cth)* and *Social Security (Administration) Act 1999 (Cth)* generally, including the provisions of Division 3 (Confidentiality) of Part 5 of the *Social Security (Administration) Act 1999 (Cth)* and *Social Security (Activity Agreement Requirements) (DEWR) Determination 2006*; and
- (m) ensure that all Delegates receive training on all legislative provisions relevant to their approving of Activity Agreements.

Potential PSP Participant and PSP Participant conduct in relation to the Activity Agreement and Voluntary Activity Agreement

5A.6 If a Potential PSP Participant or PSP Participant fails to:

- (a) attend at the place and time arranged for the negotiation of an Activity Agreement or a Voluntary Activity Agreement;
- (b) respond to correspondence about the negotiation of an Activity Agreement or a Voluntary Activity Agreement;
- (c) agree to the reasonable terms, or any reasonable variation, of their Activity Agreement or Voluntary Activity Agreement as proposed in negotiation between the Funding Recipient or a Delegate and the PSP Participant;
- (d) enter into an Activity Agreement or a Voluntary Activity Agreement,
- (e) comply with the terms of their Activity Agreement or a Voluntary Activity Agreement;

- (f) respond to a notification of an appointment by, or other requirement of, the Funding Recipient in relation to an Activity Agreement or a Voluntary Activity Agreement;

the Funding Recipient must:

- (g) if the failure has not yet been discussed, attempt to contact the Potential PSP Participant or PSP Participant as soon as practicable to ascertain whether he or she had sufficient reason(s) for the failure; and
- (h) in the absence of either:
 - (i) contact, after at least two (2) attempts, made on separate Business Days, to contact him or her; or
 - (ii) after contact, sufficient reason(s) for such failure,

the Funding Recipient, subject to clauses 3.20 and 5A.7:

- (i) must, in the case of a Potential PSP Participant or PSP Participant who has Activity Test Requirements:
 - (iii) notify Centrelink within 5 Business days of an absence under clause 5A.6(h) in accordance with the PSP Guidelines; and
 - (iv) supply Centrelink with documentary evidence of such failure, reason(s), contact(s) or attempt(s), if requested by Centrelink; and
- (j) may, in the case of a Potential PSP Participant or the PSP Participant who does not have Activity Test Requirements, Exit them from the PS Programme in accordance with clause 7.3 and the PSP Guidelines.

- 5A.7 Where the Funding Recipient has or obtains evidence that demonstrates that a Potential PSP Participant or a PSP Participant's capacity to undertake the activities described in clause 5A.4 has been impeded because of a particular circumstance, the Funding Recipient may, in its discretion, elect not to inform Centrelink in accordance with clause 5A.6 or, in the case of a Potential PSP Participant or PSP Participant who does not have Activity Test Requirements, elect not to Exit him or her from the PS Programme. The Funding Recipient must document any such exercise of its discretion, including an outline of reasons why the discretion was exercised, on a Potential PSP Participant or the PSP Participant's file.

6 INTERVENTION PLAN

Intervention Plan

- 6.1 The Funding Recipient must prepare an Intervention Plan for each PSP Participant no later than 3 months after the Commencement Date for that PSP Participant.
- 6.2 The Funding Recipient must prepare the Intervention Plan for each PSP Participant in consultation with the PSP Participant and in a manner consistent with the PSP Guidelines and the PSP Service Guarantee.
- 6.3 Each Intervention Plan must, to DEWR's satisfaction:
- (a) list a PSP Participant's Non-vocational Barriers;
 - (b) address the Non-vocational Barriers to work and assistance needs set out in the PSP Participant's current JCA assessment, along with any Non-vocational Barriers and assistance needs identified by the Funding Recipient;
 - (c) identify proposed strategies and appropriate interventions for a PSP Participant and detail how these will assist the PSP Participant to address their Non-vocational Barriers and achieve employment-related goals;
 - (c) identify appropriate and available assistance for a PSP Participant including any assistance from Commonwealth, State, Territory, local Government, community or other service providers;
 - (d) include arrangements for monitoring the PSP Participant's progress; and
 - (e) comply with any additional requirements under the PSP Guidelines.
- 6.4 The Funding Recipient must ensure that each Intervention Plan:
- (a) is in the format advised by DEWR from time to time; and
 - (b) is submitted to DEWR on DEWR's IT System.

- 6.5 The Funding Recipient must review and update each PSP Participant's Intervention Plan on DEWR's IT System on a regular basis, and at the 8 and 16 month Milestones referred to in clause 9.3. The Intervention Plan must also be updated: ~~from time to time~~:
- (a) as a PSP Participant's circumstances change; and
 - (b) to reflect a PSP Participant's progress in the PS Programme.

7 EXIT AND ALLOWABLE BREAK

Exit of a PSP Participant

- 7.1. A PSP Participant Exits the Funding Recipient if:
- (a) the PSP Participant is referred to another PSP Provider;
 - (b) the PSP Participant Exits the PS Programme as set out in clause 7.2;
 - (c) clause 7.13 applies; or
 - (d) at the end of an Allowable Break, the Funding Recipient does not Reactivate the PSP Participant before the Interim End Date after the Allowable Break ends, and the Exit has been recorded on DEWR's IT System.
- 7.1 A PSP Participant Exits the PS Programme:
- (a) if the PSP Participant achieves a Final Economic Outcome;
 - (b) if the PSP Participant achieves a Social Outcome;
 - (c) if Centrelink determines that the PSP Participant is no longer eligible to be a PSP Participant;
 - (d) if a JCA Provider determines that the PSP Participant should leave the PS Programme; ~~or~~
 - (e) DEWR instructs the Provider to Exit a PSP Participant;
 - (f) in accordance with the PSP Guidelines; or
 - (g) As notified by DEWR from time to time;
- and the Exit has been recorded on DEWR's IT System.
- 7.2 In accordance with the ~~If a~~ PSP Guidelines, a PSP Participant without an Activity Test Requirements:
- (a) must be Exited when they no longer wish to participate in PSP;
 - (b) may be Exited when they are no longer fully participating or meeting the requirements of the Funding Recipient;
 - (c) may be Exited when they have been involved in serious misconduct;

- (d) may be Exited for failure to comply with a Voluntary Activity Agreement pursuant to clause 5A.6; or
 - (e) may be Exited for any of the reasons stated in the PSP Guidelines.
- 7.4 If a PSP Participant Exits the Funding Recipient because he or she is referred to another PSP Provider, the PSP Participant does not Exit the PS Programme.
- 7.5 The Funding Recipient must record all Exits on DEWR's IT System other than those Exits that are:
- (a) automatically recorded by DEWR's IT System;
 - (b) recorded by DEWR on DEWR's IT System; or
 - (c) are recorded by Centrelink on DEWR's IT System.
- 7.6 After the Exit Date of a PSP Participant who Exits the Funding Recipient under clause **Error! Reference source not found.**, the Funding Recipient is:
- (a) no longer required to provide Services to the PSP Participant; and
 - (b) not entitled to Fees if any Services are provided by the Funding Recipient to the PSP Participant after the Exit Date.

A PSP Participant on an Allowable Break

- 7.7 A PSP Participant is on an Allowable Break from the PS Programme:
- (a) when the PSP Participant starts to undertake an Economic Outcome;
 - (b) if DEWR or Centrelink determines in its absolute discretion by notification that a PSP Participant is to be on an Allowable Break; and
 - (c) if the Funding Recipient, in accordance with the PSP Guidelines and by notification, declares a PSP Participant to be on an Allowable Break.
- 7.8 The period of an Allowable Break will not count towards the PSP Participant's period of participation in the PS Programme.
- 7.9 The effect of an Allowable Break on time periods and payments is set out in clauses 2.18 to 2.26.

Return of a PSP Participant from an Allowable Break

- 7.10 If clause 7.7(a) applies, a PSP Participant returns to the PS Programme and to the Funding Recipient from an Allowable Break, when the PSP Participant:
- (a) ceases undertaking an Economic Outcome; and
 - (b) has not Exited the PS Programme or the Funding Recipient.

7.11 If clause 7.7(a) applies, and a PSP Participant has been placed on an Allowable Break due to transitioning to Job Network - ISCA, DEN or VRS, the Funding Recipient may only Reactivate the PSP Participant:

- (a) if a JCA Provider has determined that Job Network - ISCA, DEN or VRS are no longer appropriate for the PSP Participant and confirms that PSP is appropriate; and
- (b) if the PSP Participant returns to PSP before the end of the Final Economic Outcome period.

7.12 If clause 7.7(b) or 7.7(c) applies, the Funding Recipient may, in accordance with the PSP Guidelines, return the PSP Participant to the PS Programme from an Allowable Break and to the Funding Recipient.

7.13 If, under clause 7.12, the PSP Participant Recommences with another PSP Provider, the PSP Participant is deemed to have Exited the Funding Recipient from the date Centrelink or DEWR advises the Funding Recipient of this fact on DEWR's IT System.

8 PAYMENTS

8.1 All Payments under this Part C are Fees for the purposes of Part A of this Deed.

8.2 The Funding Recipient must:

- (a) claim all payments through DEWR's IT System;
- (b) strictly comply with all time frames for submitting claims for payments;
- (c) submit claims for payments in accordance with DEWR's requirements, including the PSP Guidelines; and
- (d) complete all claims truthfully.

- 8.3 DEWR will only make payments to the Funding Recipient when it is satisfied, in its absolute discretion, that the information submitted in support of a claim for payment is correct.
- 8.4 If a payment has been made under this Deed following completion or submission of a claim by the Funding Recipient and DEWR determines that the claim was not, in fact, satisfactory to DEWR, DEWR may recover that payment from the Funding Recipient as a debt due to DEWR;
- 8.5 If a payment has been made under this Deed and DEWR determines that the event or circumstances to which the payment relates, other than the completion or submission of a claim, did not in fact occur, the payment to which the event or circumstance relates becomes a debt due to DEWR.

Timeframe for Submitting Claims

- 8.6 The Funding Recipient must lodge all claims for payment on DEWR's IT system within 28 calendar days of becoming entitled to the relevant payment.
- 8.7 Subject to clause 8.8 the Funding Recipient acknowledges and agrees that, without limiting any of DEWR's rights, the Funding Recipient will not be entitled to claim for payment any amount where the claim to which that amount relates was first submitted 28 calendar days or more after it was due in accordance with this Deed.
- 8.8 In accordance with the PSP Guidelines, and notwithstanding clause 8.2 the Funding Recipient may submit a Special Claim for payment outside of the time period specified in clause 8.6.
- 8.9 DEWR, at its absolute discretion, may pay any Special Claim, or a portion of the Special Claim, submitted in accordance with clause 8.8.

Commencement Payment

- 8.10 Subject to clause 8.11, the Funding Recipient is entitled to a Commencement Payment for:
- (a) conducting the Initial Meeting with a Potential PSP Participant;
 - (b) negotiating, signing, and approving an Activity Agreement or Voluntary Activity Agreement, as relevant, with the Potential PSP Participant; and
 - (c) recording the approval of the Activity Agreement, Commencement and Initial Meeting details on DEWR's IT System.
- 8.11 A Commencement Payment is not payable if:
- (a) a PSP Participant Recommences with the Funding Recipient; or
 - (b) the Funding Recipient has previously received a Commencement Payment for the PSP Participant.

Intervention Plan Payment

- 8.12 Subject to clauses 8.13 and 8.14, the Funding Recipient is entitled to an Intervention Plan Payment for producing an Intervention Plan for a PSP Participant in accordance with clause 6 and submitting it to DEWR on DEWR's IT System.
- 8.13 If the Funding Recipient has received the Contract Up-Front Advance, the Intervention Plan Payment will be reduced by the Reduction Amount until the total of the Contract Up-Front Advance has been repaid to DEWR.
- 8.14 An Intervention Plan Payment is not payable if:
- (a) a PSP Participant Recommences with the Funding Recipient;
 - (b) an Intervention Plan is amended; or
 - (c) any PSP provider has previously received an Intervention Plan Payment for the PSP Participant.

Exit Payment

- 8.15 Subject to clause 8.16, the Funding Recipient is entitled to an Exit Payment after:
- (a) a PSP Participant Exits the PS Programme or Exits the Funding Recipient; and
 - (b) the Funding Recipient submits an Exit Report in accordance with clause 9.7.
- 8.16 The Exit Payment is only payable once to the Funding Recipient for each PSP Participant during the PSP Participant's time in the PS Programme.

Milestone Payment

- 8.17 Subject to clause 8.18, the Funding Recipient is entitled to 2 Milestone Payments as follows:
- (a) the first when the PSP Participant has completed 8 months in the PS Programme and with the Funding Recipient; and
 - (b) the second when the PSP Participant has completed 16 months in the PS Programme and with the Funding Recipient,
- if the Funding Recipient submits a Milestone Report to DEWR on DEWR's IT System with each claim for a Milestone Payment.

8.18 If the Funding Recipient has received the Contract Up-Front Advance, the first Milestone Payment will be reduced by the Reduction Amount until the total of the Contract Up-Front Advance has been repaid to DEWR.

Interim Economic Outcome Payment

8.19 Subject to clause 8.20, the Funding Recipient is entitled to an Interim Economic Outcome Payment if:

- (a) a PSP Participant achieves an Interim Economic Outcome; and
- (b) the Funding Recipient submits an Economic Outcome Report to DEWR on DEWR's IT System.

8.20 An entitlement to an Interim Economic Outcome Payment under clause 8.19 is conditional on DEWR verifying, at its discretion, the Economic Outcome Records of the Funding Recipient for the PSP Participant.

Final Economic Outcome Payment

8.21 Subject to clause 8.22, the Funding Recipient is entitled to a Final Economic Outcome Payment if:

- (a) a PSP Participant achieves a Final Economic Outcome; and
- (b) the Funding Recipient submits an Exit Report to DEWR on DEWR's IT System.

8.22 An entitlement to a Final Economic Outcome Payment under clause 8.21 is conditional on DEWR verifying, at its discretion, the Economic Outcome Records of the Funding Recipient for the PSP Participant.

Post-Outcome Support Payment

8.23 The Funding Recipient is entitled to a Post-Outcome Support Payment if:

- (a) the Funding Recipient is entitled to a Final Economic Outcome Payment under clause 8.21; and
- (b) the Funding Recipient did not become entitled to a Milestone Payment for the PSP Participant whilst the PSP Participant was on an Allowable Break when achieving the Final Economic Outcome.

8.24 The Post-Outcome Support Payment is an amount equal to 50 per cent of the value of one or both Milestone Payments which the Funding Recipient would have become entitled to if not for the PSP Participant's Allowable Break whilst achieving the Final Economic Outcome.

Completion Payment

8.25 The Funding Recipient is entitled to a Completion Payment if:

- (a) the Funding Recipient is entitled to an Interim Economic Outcome Payment under clause 8.19;

- (b) the PSP Participant does not achieve a Final Economic Outcome;
- (c) the PSP Participant returns from an Allowable Break to the Funding Recipient; and
- (d) the PSP Participant achieves a Social Outcome.

Social Outcome Payment

8.26 Subject to clause 8.27, the Funding Recipient is entitled to a Social Outcome Payment if:

- (a) a PSP Participant achieves a Social Outcome; and
- (b) the Funding Recipient submits an Exit Report to DEWR on DEWR's IT System.

8.27 A Funding Recipient is not entitled to a Social Outcome Payment if the Funding Recipient:

- (a) is entitled to, or has received, an Interim Economic Outcome Payment for the PSP Participant; and
- (b) is entitled to a Completion Payment for the PSP Participant.

Remote Loading

8.28 Subject to clause 8.29, the Funding Recipient is entitled to a Remote Loading for each PSP Participant who is receiving Services from a Site of the Funding Recipient that is located in an ESA that has been designated as remote in Item C5.14 of Schedule C5.

8.29 A Remote Loading is payable as follows:

- (a) 50 per cent with:
 - (i) the Commencement Payment for a PSP Participant; or
 - (ii) if the Funding Recipient has not received a Commencement Payment for a PSP Participant, the first Recommencement Payment, if any; and,
- (b) 50 per cent with the first Milestone Payment, if any, payable for a PSP Participant.

Remote Loading Special

- 8.30 Subject to clause 8.34, the Funding Recipient is entitled to a Remote Loading Special for an Eligible Remote Participant.
- 8.31 The Funding Recipient may apply to DEWR to have a PSP Participant designated as an Eligible Remote Participant.
- 8.32 An application under clause 8.31 must demonstrate, to DEWR's satisfaction, that there are sufficient similar and relevant characteristics between the postcode in which the PSP Participant resides and the remote postcodes.
- 8.33 Determination of a PSP Participant as an Eligible Remote Participant is at the absolute discretion of DEWR.
- 8.34 A Remote Loading Special is calculated as follows:
- (a) 50 per cent after:
 - (i) the Commencement Payment for the PSP Participant; or
 - (ii) if no Commencement Payment has been received for the PSP Participant, the first Recommencement Payment, if any; and
 - (b) 50 per cent after the first Milestone Payment, if any, payable for the PSP Participant.

Remote Service Annual Block Payment

- 8.35 If the Funding Recipient satisfies the criteria for a "Category A Payment" [as set out in clause 8.36] or a "Category B Payment" [as set out in clause 8.37], the Funding Recipient is entitled to a Remote Service Annual Block Payment. The Remote Service Annual Block Payment is payable by DEWR as soon as practicable after the start of a Financial Year, as a single lump sum payment calculated in accordance with clause 8.36 or clause 8.37.
- 8.36 A Funding Recipient is entitled to the Category A Payment of the Remote Service Annual Block Payment in respect of each ESA in which the Funding Recipient provides Services, if that ESA is classified as remote in DEWR's publication entitled "Personal Support Programme 2006-2009 – Request for Tender".

The formula for calculating the amount of Category A Payment is:

$$A \times \$275.00(\text{inc. GST}) = \text{RSABP}$$

where:

'A' is the ESA Contract Capacity for the relevant ESA in the last Financial Year;
and

'RSABP' is the amount payable.

8.37 A Funding Recipient is entitled to the Category B Payment of the Remote Service Annual Block Payment in respect of each ESA in which the Funding Recipient provides Services, if that ESA is not classified as remote in DEWR's publication entitled "Personal Support Programme 2006-2009 – Request for Tender", and where at least one PSP Participant residing in that ESA has been approved by the Account Manager for the purposes of a Category B Payment.

The formula for calculating the amount of Category B Payment is:

Step 1 $a / b = c$

Step 2 $d \times c = e$

Step 3 $e \times \$275.00$ (inc. GST) = RSABP

where:

'a' is the number of PSP Participants in the last Financial Year in the ESA who have been approved by an Account Manager for the purpose of this clause.

'b' is the total number of PSP Participants in that ESA to whom the Funding Recipient has provided Services in the last Financial Year.

'c' is the relevant proportion of PSP Participants for the purposes of calculating the Category B Payment.

'd' is the Site capacity (which is the number of PSP Participants approved by DEWR as the capacity for that Site).

'e' is the relevant proportion of the Site capacity for the purposes of calculating the Category B Payment.

'RSABP' is the amount payable.

Interpreter Assistance Loading

8.38 The Funding Recipient is entitled to an Interpreter Assistance Loading for a PSP Participant if Centrelink determines that a PSP Participant requires an interpreter in order to participate in the PS Programme.

8.39 The Interpreter Assistance Loading is payable after the Commencement Date and any Recommencement Date of the PSP Participant with the Funding Recipient.

Reconnection Payment

8.40 Subject to clause 8.41, the Funding Recipient is entitled to a Reconnection Payment for Reconnection of a PSP Participant if the Funding Recipient submits an Exit Report detailing Reconnection of the PSP Participant.

8.41 The Funding Recipient is not entitled to a Reconnection Payment if:

- (c) the PSP Participant moves between Sites of the Funding Recipient, regardless of the ESA in which the Site is located; or
- (d) the Funding Recipient has previously received a Reconnection Payment for the PSP Participant.

Recommencement Payment

8.42 Subject to clause 8.43, the Funding Recipient is entitled to a Recommencement Payment if the Funding Recipient:

- (a) conducts a meeting with a PSP Participant;
- (b) negotiates, ~~ee~~-signs and approves an Activity Agreement or Voluntary Activity Agreement, as relevant, with the PSP Participant;
- (c) records the approval of the Activity Agreement or Voluntary Activity Agreement, Recommencement and meeting details on DEWR's IT system; and
- (d) the PSP Participant has not previously received Services from the Funding Recipient under this Deed.

8.43 Clause 8.42 does not apply if:

- (a) the Site of another PSP provider from which the PSP Participant was referred is located in the same ESA as the Site of the Funding Recipient to which the PSP Participant has been referred; or
- (b) a PSP Participant is referred to another Site of the Funding Recipient.

Contract UpFront Advance—(note: moved from clause 8.2- 8.4

8.44 The Funding Recipient is entitled to a Contract Up-Front Advance if the Funding Recipient is an Eligible Funding Recipient.

8.45 The Contract Up=Front Advance is equal to:

$$(A \times B) \times C$$

Where:

- (a) 'A' is 0.2;
- (b) 'B' is the Funding Recipient's ESA Contract Capacity at the Activity Start Date; and
- (c) 'C' is the Basic Funding Amount.

~~8.4~~8.46 If this Deed is terminated, the Contract Up-Front Advance, or any part of it remaining must be refunded to DEWR and any such amount unpaid to DEWR, will be considered to be an amount owed to DEWR under clause 10 of Part A [Repayments and Offsetting].

Eligible Funding Recipient - Contract Up-Front Advance

8.47 The Funding Recipient will be an Eligible Funding Recipient for a Contract Up-Front Advance if the Funding Recipient:

- (a) did not provide the Services in the ESA immediately before the Activity Start Date;

- (b) demonstrates, to DEWR's satisfaction, that without the Contract Up-Front Advance, the Funding Recipient would have an insufficient cash flow to fulfil its obligations under this Deed; and
- (c) applies to be an Eligible Funding Recipient in accordance with the procedures advised by DEWR on DEWR's IT System.

8.48 If DEWR is not satisfied as required by clause 8.47:

- (a) DEWR does not waive any of its rights under this Deed; and
- (b) the application by the Funding Recipient will not be taken to constitute notice that it will not or cannot fulfil its obligations under this Deed.

Value of Payments

8.49 The value of all payments described in this clause 8 is as set out in the Table of Payments in Schedule C4.

8.50 The value given to the payments, or any one of them, in the Table of Payments may be varied by DEWR by notice given 20 Business Days before the change is to take effect.

Transitional PSP Participants

8.51 Subject to the requirements of clause 8, the Funding Recipient may be eligible for the following payments for Transitional PSP Participants:

- (a) Recommencement Payment;
- (b) Interpreter Assistance Loading;
- (c) Milestone Payments;
- (d) Remote Loading;
- (e) Remote Loading Special;
- (f) Remote Service Annual Block Payment;
- (g) Interim Economic Outcome Payment;
- (h) Final Economic Outcome Payment;
- (i) Post Outcome Support Payment;
- (j) Completion Payment;
- (k) Social Outcome Payment;
- (l) Reconnection Payment;
- (m) Exit Payment; and
- (n) Intervention Plan Payment.

9 REPORTS AND RECORDS

General Reporting Requirements

9.1 In addition to, and in accordance with the requirements of clause 14.6 of Part A [Form and content of Reports], the Funding Recipient must ensure that the Reports referred to in this clause 9:

- (a) are in the format required by DEWR on DEWR's IT System;
- (b) are submitted to DEWR on DEWR's IT System; and
- (c) meet the requirements, if any, specified in the PSP Guidelines.

Job Seeker Incident Report

9.2 The Funding Recipient must submit a Job Seeker Incident Report on DEWR's IT System in accordance with the PSP Guidelines, when an Incident occurs.

Milestone Report

9.3 The Funding Recipient must submit a Milestone Report (other than for Transition Support) to DEWR for a PSP Participant within 20 Business Days of that PSP Participant:

- (a) completing 8 months in the PS Programme and with the Funding Recipient; and
- (b) completing 16 months in the PS Programme and with the Funding Recipient.

9.4 A Milestone Report must include:

- (a) the PSP Participant's progress towards addressing the Non-Vocational Barriers identified ~~achieving the goals~~ in the PSP Participant's Intervention Plan;
- (b) the Services provided to the PSP Participant by the Funding Recipient and, if relevant, any other PSP provider under the PS Programme;
- (c) any changes in the personal or social circumstances of the PSP Participant during the period to which a Milestone Report relates; and
- (d) information, if any, specified in the PSP Guidelines.

Outcome Report

9.5 The Funding Recipient must submit an Outcome Report to DEWR within 20 Business Days after the PSP Participant achieves an Interim Economic Outcome.

9.6 The Outcome Report must contain details about the Interim Economic Outcome that has been achieved.

Exit Report

-9.7 The Funding Recipient must finalise and submit on DEWR's IT System an Exit Report to DEWR for a PSP Participant within 15 Business Days of the date that the PSP Participant:

- (a) Exits the Funding Recipient under clause 7.1; or
- (b) Exits the PS Programme under clause 7.2.

9.8 An Exit Report must include:

- (a) where clause 7.3 applies, the PSP Participant's reason for leaving the PS Programme;
- (b) a PSP Participant's remaining Non-vocational Barriers, if any;
- (c) the Services and assistance provided to, or purchased for, the PSP Participant by the Funding Recipient and if relevant any other PSP provider under the PS Programme;

- (d) any difficulties faced by the PSP Participant during the PS Programme;
- (e) the interventions undertaken by the Funding Recipient and, if relevant, by any other PSP Provider;
- (f) the interventions undertaken by the Funding Recipient and, if relevant, by any other PSP provider;
- (g) achievement of Outcomes; and
- (h) any recommendations for future activities and interventions.

9.9 Where clause 7.1(a) applies, the Exit Report must also include details of the Final Economic Outcome that has been achieved by the PSP Participant.

Records

9.10 In addition to, and in accordance with, the requirements set out in clause 26 of Part A [Retention of Participant Activity Records], the Funding Recipient must:

- (a) maintain accurate and up-to-date records for each PSP Participant which at a minimum include:
 - (i) the dates and purpose of appointments;
 - (ii) the details of contacts with each PSP Participant;
 - (iii) the reasons, and any evidence if obtained, as to why a PSP Participant did not contact or meet with the Funding Recipient when required;
 - (iv) the details of the assistance that the Funding Recipient has provided to each PSP Participant; and
 - (v) Economic Outcome Records; and
- (b) monitor, and keep records of, the progress of each PSP Participant to ensure that PSP Participants receive appropriate assistance in a timely manner and provide a basis to meet reporting requirements of DEWR and JCA Providers.

9.11 If DEWR notifies the Funding Recipient, information from these records must be entered on DEWR's IT System.

Survival

9.12 This clause 9 survives the expiration or earlier termination of this Deed.

10 NOTIFICATION TO CENTRELINK

- 10.1 In respect of any Potential PSP Participant or PSP Participant who are in receipt of Unemployment Allowance(s), the Funding Recipient must notify Centrelink of any:
- change in circumstances of a Potential PSP Participant or PSP Participant; and**
- (b) non-compliance or possible non-compliance by a Potential PSP Participant or PSP Participant of obligations relating to Unemployment Allowance(s),**
- Within 5 Business Days of becoming aware of the change in circumstances, non-compliance or possible non-compliance.**
- 10.2 The Funding Recipient must respond within five (5) Business Days to any request for information by Centrelink or DEWR about any change in circumstances, non-compliance or possible non-compliance referred to in clause 10.1.

11 PSP GUIDELINES AND PSP SERVICE GUARANTEE

- 11.1 Where the Funding Recipient is required to carry out any Activity under this Part C or to perform any obligation or task under this Part C, the Funding Recipient must do so in accordance with the relevant clauses, if any, of the PSP Guidelines.
- 11.2 Notwithstanding clause 47 of Part A [Entire Deed, Variation and Severance] the PSP Guidelines and PSP Service Guarantee may be amended by DEWR from time to time by whatever means it may determine in its absolute discretion.

12 MEASURING PERFORMANCE

Measuring Performance

- 12.1 In accordance with, and in addition to, the requirements set out in clause 19 of Part A [Performance Management], DEWR will assess the performance of the Funding Recipient against all or any of the following during a Performance Review:
- (a) the measures specified at sub-clause 19.1 of Part A [Performance Management];
 - (b) KPI measures set out in Schedule C2;
 - (c) Performance Benchmarks;
 - (d) the High Performance Indicator Framework;
 - (e) PSP Single Score; and

- (f) any other matter that DEWR considers relevant and notifies the Funding Recipient of.

Performance Benchmarks-

- 12.2 DEWR may set Performance Benchmarks against some or all of the KPI measures set out in Schedule C2 for the Funding Recipient. DEWR will notify the Funding Recipient of these Performance Benchmarks and any changes to them.
- 12.3 The Funding Recipient must meet any Performance Benchmarks set by DEWR under clause 12.2.
- 12.4 If a Performance Benchmark is not met by the Funding Recipient, DEWR may take the action specified in clause 19.5 of Part A [Performance Management].
- 12.5 If action is taken by DEWR under clause 19.6(a) of Part A [Performance Management] then in addition to the action DEWR may take under clause 37 of Part A [Remedies], DEWR may also reduce the Funding Recipient's ESA Contract Capacity under clause 37.2(j) of Part A.

High Performance Indicator Framework

- 12.6 The High Performance Indicator Framework will comprise the following performance indicators, which are derived from elements of the KPI measures:
- (a) Commencement to referral ratio;
 - (b) Outcome Rate; and
 - (c) timeliness between referral and Commencement, and
 - (d) other performance indicators as notified by DEWR.

PSP Single Score

- 12.7 The Funding Recipient will be allocated a PSP Single Score for the ESA in which they deliver services, at least 6 monthly. Each PSP Single Score will be calculated using a weighting against each of the elements of the High Performance Indicator Framework.
- 12.8 DEWR may use the PSP Single score to compare the Funding Recipient's performance against other PSP providers operating in the same ESA.

Allocation or Re-allocation of Business

12.9 DEWR may take into account when allocating or re-allocating current and future business to the Funding Recipient, the Funding Recipient's performance as assessed under this clause 12 and under clause 19 of Part A [Performance Management].

13. PROMOTION

- 13.1 The Funding Recipient must provide material about its service to PSP Participants which, at a minimum, include the details of the Services offered, opening hours, contact details and public transport details.
- 13.2 In accordance with clause 41 of Part A [Acknowledgement and Promotion] if required by DEEWR by notice and in accordance with the notice, the Funding Recipient must provide the above material to DEEWR.
- 13.3 The Funding Recipient must provide the above material to the relevant JCA Providers and to Centrelink to assist in the referral process.
- 13.4 The Funding Recipient must ensure that all advertisements, promotional activities and any other public relations matters in relation to this Deed are consistent with the requirements of the PSP Guidelines.

14. BEST PRACTICE

- 14.1 DEWR may review and evaluate the Funding Recipient's delivery of the Services to ensure continuous quality improvement as set out in the PSP Guidelines.
- 14.2 If required by DEWR in a notice and as specified in the notice, the Funding Recipient must share examples of the Funding Recipient's good practice under this Part with DEWR or other PSP providers, to improve the services being delivered under the PS Programme.

15. TRANSITIONAL ARRANGEMENTS

PSP Participants continuing with the same PSP Provider

- 15.1 If immediately before the Activity Start Date, the Funding Recipient had a current agreement with DEWR to provide PS Programme services similar to the Services provided under this Deed, participants of the Funding Recipient under that current agreement become PSP Participants of the Funding Recipient on the Activity Start Date.

PSP Participant's transitioning to a different PSP Provider (Transitional PSP Participants)

- 15.2 DEWR will decide, in its absolute discretion, and notify the Funding Recipient of people who will become Transitional PSP Participants from a date determined by DEWR.
- 15.3 If DEWR provides a notice under clause 15.2, the Funding Recipient must treat a Transitional PSP Participant as if they are a PSP Participant of the Funding Recipient and perform all Activities required under this Part for that Transitional PSP Participant as that Transitional PSP Participant requires.

16. INSURANCE

- 16.1 The Funding Recipient must, for as long as any obligations remain in connection with this Part C, have and maintain, and must require all of its Subcontractors to maintain, the following insurance:
- (a) public liability insurance for not less than \$10 million, noting the interests of the Commonwealth;
 - (b) worker's compensation insurance as required by the law in force in each State or Territory where employees of the Funding Recipient work in relation to the PS Programme;
 - (c) professional indemnity insurance for not less than \$5 million; and
 - (d) compulsory motor vehicle insurance as required by the law in force in each State or Territory where the Funding Recipient operates a motor vehicle for the PS Programme.

Survival

16.2 This clause 16 survives the expiration or earlier termination of this Deed.



SCHEDULE C1 PERSONAL SUPPORT PROGRAMME SERVICE GUARANTEE

Your PSP provider is responsible for providing you with the standard of service outlined in this brochure. This standard of service is called the Service Guarantee.

You have the right to a certain guaranteed level of service. Your PSP provider must give you the best help possible.

While in PSP you will receive ongoing assistance to help you address the barriers that you face that impact on your capacity to participate in the workforce or the community.

These services will be flexible, sensitive to your circumstances and background as well as tailored both to your needs and local services available in your community.

The services you will get include:

- Discussing your needs and the types of help your PSP provider can give
- Establishing your work and other goals – having a say in what you want to get out of PSP
- Agreeing to a plan of activities that sets out how PSP will help you to address your needs – having a say in what you do

Your PSP provider will:

- Maintain regular contact
- Provide general counselling and personal support to help you deal with your issues
- Deliver a professional service – PSP providers and their staff must have the skills and qualifications needed to best help you
- Assist you by advocating on your behalf – to get help that is right for you
- Provide information on local services and refer you for assistance
- Regularly review your goals and personal circumstances with you
- Assist you to move into work, employment assistance or study – and support you for up to 26 weeks to help you succeed

Your PSP provider will also:

- Provide services that are flexible to meet your changing needs
- Give you the opportunity to participate in decision making – having a say in what you do
- Keep your personal information and records private, except if required to share or disclose that information according to law or with your consent.

PSP providers are responsible for providing this guaranteed level of service.

If you are not satisfied with the service you have received you should raise this first with your PSP provider – ask to speak to the manager or supervisor.

If you are still not satisfied, call the Customer Service Line on **1800 805 260**. You will speak to a Customer Service Officer from DEWR in the capital city of the State you are calling from. DEWR is responsible for monitoring PSP providers. They will endeavour to resolve your concerns quickly, fairly and sensitively.

SCHEDULE C2 KEY PERFORMANCE INDICATORS

INDICATOR	DESCRIPTION	MEASURES
KPI 1 Efficiency	To assist PSP Participants as quickly as possible	a) Length of time between referral and Commencement b) Commencement of Referral Ratio; c) Length of time between Exit and submission of finalised Exit Reports; and d) Utilisation of PSP places.
KPI 2 Effectiveness	Proportions of Participants for whom Economic and/or Social Outcomes are achieved.	a) Retention Rate; b) Proportion of Economic Placements to Commencements; c) Proportion of Interim Economic Outcomes to Economic Placements; d) Proportion of Interim Economic Outcomes to Final Economic Outcomes; e) Proportion of PSP Participants achieving Interim Economic Outcomes; f) Proportion of PSP Participants achieving Final Economic Outcomes; and g) Proportion of PSP Participants achieving Social Outcomes
KPI 3 Quality	Extent to which the Funding Recipient offers Services to PSP Participants that comply with the Deed, and are in accordance with the Code of Practice and PSP Service Guarantee.	DEWR satisfaction with the delivery of Services, including but not limited to: a) evidence of delivery of personalised Services to PSP Participants, through findings of site visits, quality audit projects or other qualitative information; and b) the number or type of serious Complaints, series of Complaints, and active management of Complaints, including assisting DEWR in negotiating Complaint resolution; and c) the number and value of invalid claims for payment made by a Funding Recipient.

**SCHEDULE C3 HIGH PERFORMANCE INDICATOR FRAMEWORK
PERFORMANCE BENCHMARKS**

RESERVED



SCHEDULE C4 TABLE OF PAYMENTS

Payment	Amount (\$) (GST Inclusive)	Part C Provision
Commencement Payment	660.00	clause 8.10
Intervention Plan Payment	660.00	clause 8.12
Milestone Payment	660.00	clause 8.17
Interim Economic Outcome Payment	1100.00	clause 8.19
Final Economic Outcome Payment	440.00	clause 8.21
Post-Outcome Support Payment	variable	clause 8.23
Completion Payment	220.00	clause 8.25
Social Outcome Payment	825.00	clause 8.26
Remote Loading	550.00	clause 8.28
Remote Service Annual Block Payment	variable	clause 8.35
Remote Loading Special	550.00	clause 8.30
Interpreter Assistance Loading	660.00	clause 8.38
Reconnection Payment	165.00	clause 8.40
Exit Payment	165.00	clause 8.15
Recommencement Payment	660.00	clause 8.42

SCHEDULE C5 - DEED AND BUSINESS DETAILS

This schedule provides specific DEWR, Funding Recipient and business details pursuant to Part A and the relevant Specific Conditions of this Deed. When completed for an individual Funding Recipient it is included with the relevant executed Employment Services Funding Deed Particulars.

Disclaimer: This document is a sample copy of the Employment Services Contract 2006-2009. This copy is provided only for your information and as a guide. If you have entered into a contract with DEEWR, you must rely on the original signed contract and any contract variations you have entered into. You should seek your own legal advice, if required. While DEEWR has exercised reasonable care in publishing this document, DEEWR makes no representation, express or implied, as to the accuracy of the document or the applicability of the document to you or your circumstances. You should note that you may or may not have executed the contract, or any subsequent contract variations to it, in the particular form expressed in this document. DEEWR accepts no liability for any use of this document or any reliance placed on it.

Revision	Date	Location of changes	Changes
----------	------	---------------------	---------

DM1-237395	01/1/07 - 30/6/07		ARCHIVED - This incorrect version was published from 01/07/06 - 31/10/07 Refer to Version 1.3 DM1-340929 for the correct version that was current during this period.
------------	-------------------	--	---

DM1-239363	28 May 2007		
------------	-------------	--	--

ARCHIVED - This incorrect version was published from 01/07/06 - 31/10/07 Refer to Version 1.4 DM1-334506 for the correct version that was current during this period.

Version 1

DM1-340929	01/01/07 - 30/6/07		
------------	--------------------	--	--

Chapter 1.3 Page 2

Chapter 9.1 Page 19

Chapter 15.1 Page 25 Original version of document with Variation 1 amendments

Variation 1:

Delete Green Corps Participant and add Green Corps Placement. Also add [GDFV1 0 1 January 2007] to end of paragraph.

Add 'or the Transition Period' to the 2nd line and add [GDFV1 - 1 January 2007] at the end of the paragraph.

Add sub paragraph (g).

Version 1.1

DM1-334506 01/07/07 - 29/6/08

Schedule D2 Page 31 Insert this amendment table to Page 1

Variation 2:

Delete % and add percentage

Replace Green Corps Participant with Green Corps Placement and add [GDFV1 - 1 January 2007] at the end of the paragraph and table.

Version 1.2

DM1-430622 30/6/08 - Current

Chapter 16.1 (h)

Chapter 16.2 Variation 3:

Delete clause 16.1 (h) and replace with: provide a metal plaque, engraved with words consistent with the requirements of the Green Corps Guidelines, to be erected at each Green Corps Project site; and

Add 16.2: The Funding Recipient must ensure that all advertisements, promotional activities and any other public relations matters in relation to this Deed are consistent with the requirements of the Green Corps Guidelines.

© Commonwealth of Australia 2006

This corrected version was published on 1/11/07

This work is copyright. You may display, print and reproduce this material in unaltered form only (retaining this notice) for your personal, non-commercial use or use within your organisation. Apart from any use as permitted under the Copyright Act 1968, all other rights are reserved.

General Funding Deed Variation 1 - Commencement 1 January 2007

General Funding Deed Variation 2 - Commencement 1 July 2007

General Funding Deed Variation 3 - Commencement 30 June 2008

All references to the former DEWR have been replaced with DEEWR throughout this Contract as per the changes made in the General Contract Variation 4 and should be read as such in this Contract.

EMPLOYMENT SERVICES FUNDING DEED 2006-2009

PART D-SPECIFIC CONDITIONS

for

Green Corps

INTRODUCTION

1. APPLICATION AND DEFINITIONS
2. GREEN CORPS PROGRAMME PRINCIPLES
3. OBJECTIVES OF THE GREEN CORPS PROGRAMME
4. ACTIVITY AND TRANSITION PERIODS
5. THE SERVICES
6. UNVIABLE PROJECTS
7. CONTINUING IMPROVEMENT PRINCIPLES
8. ACHIEVEMENT OF KEY PERFORMANCE INDICATORS
9. INCIDENTS INVOLVING THE GREEN CORPS PROGRAMME
10. ESTABLISHMENT OF ACCOUNTS FOR FUNDING
11. PAYMENT OF FUNDING
12. BUDGET
13. CORPORATE SPONSORSHIP

14. ASSETS
15. REPORTS

16. PROMOTION AND AWARENESS CAMPAIGN

17. INSURANCE

18. NOTIFICATION TO CENTRELINK

SCHEDULE D1 GREEN CORPS PROGRAMME SERVICE GUARANTEE

SCHEDULE D2 KEY PERFORMANCE INDICATORS

SCHEDULE D3 REGIONAL AND REMOTE AREAS

SCHEDULE D4 DEED AND BUSINESS DETAILS

INTRODUCTION

A. The Green Corps (Young Australians for the Environment) Programme is a voluntary, youth development and environmental training programme designed to provide participants with personal development, skill development, Accredited Training and On-the-Project Training and improved connections with their community. The Green Corps Programme aims to provide young people aged between 17-20 years with the opportunity to demonstrate their commitment to preserve and restore Australia's natural environment and cultural heritage.

B. The Funding Recipient is committed to achieving the Objectives of the Green Corps Programme and has agreed to conduct the Green Corps Programme in a diligent, cost effective and professional manner and in accordance with:

" the terms and conditions of the Deed including this Part D;

" the Programme Principles; and

" the Green Corps Guidelines.

C. The Funding Recipient has submitted a proposal and fully informed itself on all aspects of the work required to be performed to conduct the Green Corps Programme.

D. This Part D, together with the Green Corps Guidelines is intended to cover the terms and conditions which are specific to the Green Corps Programme and on which the Parties have agreed that the Green Corps Programme will be conducted. They are in addition to the terms and conditions in Part A.

1. APPLICATION AND DEFINITIONS

Application

1.1 The General Conditions (Part A) apply to the interpretation of this Part.

1.2 Unless otherwise specified, all references to clauses in this Part are references to clauses in Part D.

Definitions

1.3 In this Part D, unless the contrary intention appears:

'Account Manager' means the person for the time being holding, occupying or performing the duties of the office within DEEWR, specified in Item D4.1 of Schedule D4, who has the authority to receive and sign notices and written communications for DEEWR under this Part D;

'Accredited Training' means a programme of structured, formal training for a minimum period of 134 hours for each Green Corps Participant Green Corps Placement that is recognised by the Commonwealth Department of Education, Science and Training and includes first aid and occupational health and safety; [GDFV1 - 1 January 2007]

'Acquittal Report' means the report specified at clause 15.1(e);

'Activity Period' means the period specified at Item D4.4 of Schedule D4;

'Activity Start Date' means the date specified at Item D4.3 of Schedule D4;

'Administration Payment' means all the monies DEEWR pays to the Funding Recipient for the purposes of conducting the Green Corps Programme, which is calculated in accordance with clause 11.6 and includes any interest or other returns earned on that money, but does not include the Participant Allowance;

'Approved Purposes' means the purposes described in this Part D for which the Funding Recipient may use the Funding;

'Australian Qualification Framework' or 'AQF' means the set of qualifications for all post-compulsory education and training in Australia coordinated by the Department of Education, Science and Training;

'Budget' means the budget as described at Item D4.14 of Schedule D4 approved by DEEWR for expenditure of the Funding for the purposes of the Green Corps Programme under this Part D;

'Completion Date' means 31 December 2009;

'Contact Person' means the person for the time being holding, occupying, or performing the duties of the officer within the Funding Recipient, specified in Item D4.2 of Schedule D4, who has authority to receive and sign notices and written communications for the Funding Recipient under this Part D and accept any request or direction in relation to the Activity;

'Contracted Placements' means the total number of Green Corps Placements that the Funding Recipient must achieve pursuant to clause 5.4;

'Corporate Sponsorship' means any funds or equipment received by the Funding Recipient for the Green Corps Programme from anyone other than the Commonwealth, under an arrangement which requires the Funding Recipient to acknowledge in some way the contribution of those funds or equipment by the sponsor;

'End of Project Report' means the report specified in clause 15.1(b);

'Green Corps Guidelines' means DEEWR's Guidelines for the Green Corps Programme, as varied by DEEWR from time to time at its absolute discretion and any other guidance including directions or bulletins, issued from time to time;

'Green Corps Participant' means a person who participates in a Green Corps Placement and who is aged 17 to 20 years at the time of commencement in the Green Corps Programme and who meets the selection criteria described in the Green Corps Guidelines;

'Green Corps Placement' means either:

- (a) a total of 26 weeks participation comprising of weeks or parts thereof, completed by one or more Green Corps Participants, on any Green Corps Project in each Financial Year during the Activity Period; or
- (b) where a Green Corps Participant in a particular Green Corps Project leaves the Green Corps Programme in order to move to employment or education and training after the first 13 weeks of participation in the Green Corps Project;

'Green Corps Programme' means the Commonwealth programme of that name administered by DEEWR and required to be conducted by the Funding Recipient under this Deed;

'Green Corps Project' means a project of 26 weeks duration that includes:

- (a) a Major Activity;
- (b) other activities performed for the purposes of the Green Corps Programme under this Deed linked by a theme, strategy or plan;
- (c) community activities nominated and developed by Green Corps Participants;
- (d) youth development and leadership activities designed to enable Green Corps Participants to improve their confidence and self esteem, team work and leadership skills;
- (e) On-the-Project Training; and
- (f) Accredited Training,

and which focuses on conserving, preserving or restoring Australia's natural

environment and cultural heritage;

'Green Corps Project Criteria' means the criteria set out in the Green Corps Guidelines in relation to Green Corps Projects;

'Implementation Schedule Report' means the report specified in clause 15.1(a);

'Incident' means any significant incident involving the Green Corps Programme, including:

(a) any death or significant accident or injury involving a Green Corps Participant or a member of the public; or

(b) any incident that may bring DEEWR or the Green Corps Programme into disrepute,

whether the Activity was run by the Funding Recipient or its subcontractors;

'Key Performance Indicators' or 'KPIs' mean the indicators specified at Schedule D2 with which the Funding Recipient must comply in accordance with clause 8 of this Part D;

'Key Programme Documents' mean the documents specified in clauses 5.1, 5.2 and 5.3 of this Part D;

'Major Activity' means an activity which is part of a Green Corps Project that:

(a) operates for at least 14 weeks during the term of the Green Corps Project; and

(b) is supplemented by other activities that are linked by a theme, strategy or plan and which meet the Green Corps Project Criteria;

'Monthly Status Report' means the report specified at clause 15.1(c);

'Objectives' mean the objectives for the Green Corps Programme set out at clause 3;

'On-the-Project Training' means the practical experience gained by Green Corps Participants involved in Green Corps Projects under this Deed;

'Output' means the outputs specified in Item D4.13 of Schedule D4 which are the agreed results that the Funding Recipient must achieve;

'Participant Agreement' means an agreement between the Funding Recipient and a Green Corps Participant which is made in accordance with, and is consistent with, the requirements of this Deed and the Green Corps Guidelines;

'Participant Allowance' means the amount payable by the Funding Recipient to each Green Corps Participant in accordance with the allowance rates specified in clause 11.9;

'Participant Assessment' means an assessment by the Funding Recipient of the training needs of each Green Corps Participant considering existing skills and any special needs, including coaching in literacy or life skills;

'Partner Agency' means the entity whose proposal for a Green Corps Project to the Funding Recipient has been accepted and who, under an arrangement with the Funding Recipient, contributes material and technical expertise to the Funding Recipient in relation to that proposed Green Corps Project;

'PAYG' has the same meaning as that term has under the Taxation Administration Act 1953;

'Payment Summary' has the same meaning as that term has under the Taxation Administration Act 1953;

'Personnel' means the persons engaged by the Funding Recipient for the purposes of conducting the Green Corps Programme, including Team Leaders, the Funding Recipient's employees, sub-contractors, volunteers and agents, but does not include Green Corps Participants;

'Premises' means premises occupied by the Funding Recipient where any obligation under this Deed is undertaken;

'Programme Principles' means those principles set out in clause 2;

'Project Evaluation Panel' means the committee referred to under clause 5 and described in the Green Corps Guidelines;

'Project Proposal' means;

(a) a proposal by the Funding Recipient and/or a Partner Agency to DEEWR regarding a proposed Green Corps Project, which is in accordance with the requirements of the Green Corps Guidelines; or

(b) a proposal, in accordance with the Green Corps Guidelines, forwarded to the Funding Recipient from potential Partner Agencies and/or interested persons regarding a proposed Green Corps Project or Major Activity;

'Region' means any of the Australian States and Territories as set out in Item D4.13 of Schedule D4;

'Regional' means those ESAs identified as Regional in Schedule D3;

'Remote' means those ESAs identified as Remote in Schedule D3;

'Residential Activity' means any activity where Green Corps Participants spend one or more nights away from their usual place of abode in accommodation arranged by the Funding Recipient for the purposes of performance of a Green Corps Project;

'Round' means one of the group of Green Corps Projects, that have been approved by DEEWR to be conducted by the Funding Recipient, and which are staggered over the course of a Financial Year as agreed by DEEWR;

'Schedule' is a schedule to this Part D;

'Secretary' means the person for the time being holding, occupying or performing the duties of the office of Secretary to DEEWR and includes any Assistant Secretary to DEEWR and any other person authorised in writing by the Secretary to perform any function or to exercise any of his or her powers under this Deed;

'Services' means the services to be performed by the Funding Recipient in accordance with clause 5;

'Six Monthly Financial Report' means the report specified at clause 15.1(d);

'Stakeholders' means community and government agencies with an interest in conservation, culture and heritage and natural resource management as set out in the Green Corps Guidelines;

'Team Leader' means a person appointed by the Funding Recipient who has the responsibility for supervising Green Corps Participants on a Green Corps Project;

'Training' means any training acceptable to DEEWR including, but not limited to, Accredited Training and On-the-Project Training;

'Transition Period' means 1 July 2009 to 31 December 2009;

'Unemployment Allowance' means Newstart Allowance and Youth Allowance; and

'Unviable Project' means a Green Corps Project which meets any of the criteria set out in clause 6 of this Part D.

2. GREEN CORPS PROGRAMME PRINCIPLES

2.1 In addition to the Green Corps Guidelines, the Funding Recipient must conduct the Green Corps Programme in accordance with the following Programme Principles:

- (a) the development of quality outcomes for young Australians, particularly in Regional and Remote areas, in the areas of youth development and employment opportunities for young people;
- (b) the establishment of strengthened connections with and participation in the community; and
- (c) the achievement of high quality, genuine environmental outcomes, which aid

in the conservation, protection and restoration of Australia's natural and cultural heritage.

3. OBJECTIVES OF THE GREEN CORPS PROGRAMME

3.1 The Funding Recipient must conduct the Green Corps Programme with the aim of achieving the following Objectives:

- (a) to provide young people, aged 17-20 years, with quality training and experience through structured and supervised Green Corps Projects that focus on areas where conservation of the natural environment and cultural heritage restoration is required;
- (b) to contribute to high priority conservation projects and promote environmental, conservation and natural heritage outcomes and through this benefit the community and the environment; and
- (c) to contribute to Green Corps Participants':
 - (i) personal development, including team work and leadership skills;
 - (ii) skill development and training through activities that are structured and sequential in their learning outcomes;
 - (iii) strengthened connections with the community through relationships, participation and contribution to the community; and
 - (iv) improved career and employment prospects through Accredited Training and On-the-Project Training.

4. ACTIVITY AND TRANSITION PERIODS

4.1 The Funding Recipient must meet all its obligations under this Deed during the Activity Period.

4.2 During the Transition Period, the Funding Recipient:

- (a) must continue to meet all its obligations under this Deed, including delivery of the Services and submission of all Reports, in respect of Green Corps Projects commenced before the start of the Transition Period; but
- (b) must not commence any new Green Corps Projects.

4.3 Subject to clause 4.4, no obligations continue to be operative under this Part D after the Completion Date.

4.4 In accordance with clause 2.9 of Part A, clauses 4 [Activity and Transition Periods], 5 [The Services], 9 [Incidents involving the Green Corps Programme], 14 [Assets] and 15 [Reports] survive the expiration or termination of this Deed.

5. THE SERVICES

Key Programme Documents

5.1 DEEWR will issue to the Funding Recipient:

- (a) a copy of the Green Corps Guidelines;
- (b) a copy of DEEWR's disciplinary and appeal procedures for Green Corps Participants;
- (c) a copy of DEEWR's guidelines for dealing with Green Corps Participants aged under 18;
- (d) a copy of DEEWR's guidelines for Residential Activities;
- (e) a copy of the Partner Agency application form and Participant Agreement form;
- (f) a copy of DEEWR's instructions to assist Green Corps Participants to complete their Participant Agreement.

5.2 The Funding Recipient must, within 40 Business Days from the Commencement Date, provide to DEEWR for approval, a comprehensive and detailed package of Key Programme Documents which must include:

- (a) the Funding Recipient's proposed approach to strategic management of the Green Corps Programme, including but not limited to:
 - (i) the Funding Recipient's strategic plan prepared in accordance with the Green Corps Guidelines; and
 - (ii) the Funding Recipient's operational plan detailing the Funding Recipient's approach to the implementation and ongoing management of the Green Corps Programme.
- (b) the Funding Recipient's proposed risk management plan under the Green Corps Programme, including but not limited to:
 - (i) an analysis of the risks and contingencies relating to the Green Corps Programme that may arise during the Term of this Deed; and
 - (ii) procedures to manage and mitigate any such risks and contingencies (including possible Incidents).
- (c) the Funding Recipient's proposed operations and procedures manual, including but not limited to:
 - (i) a copy of the Green Corps Guidelines;
 - (ii) details of each aspect of the Green Corps Programme, including the training,

safety, and welfare of Green Corps Participants;

- (iii) the roles and responsibilities of the Funding Recipient and its Personnel;
- (iv) a clear and prominent statement that work undertaken by Green Corps Participants is not performed on a fee for service basis;
- (v) a copy of DEEWR's disciplinary and appeal procedures for Green Corps Participants;
- (vi) a copy of DEEWR's guidelines for dealing with Green Corps Participants aged under 18;
- (vii) a copy of DEEWR's guidelines for Residential Activities;
- (viii) a copy of the Partner Agency application form and Participant Agreement form;
- (ix) a copy of DEEWR's instructions to assist Green Corps Participants to complete their Participant Agreement;
- (x) Funding Recipient contact details in each Region;
- (xi) instructions for providing the reporting information required by DEEWR; and
- (xii) a plan to include young people with disabilities in the Green Corps Programme.

5.3 The Funding Recipient must ensure that the Key Programme Documents prepared by the Funding Recipient comply with this Deed and the Green Corps Guidelines.

Outputs

5.4 The Funding Recipient must, unless otherwise agreed in writing with DEEWR, meet the following Outputs:

- (a) Green Corps Participants have commenced in the Contracted Placements in each Financial Year during the Activity Period as set out in Item D4.13 of Schedule D4; and
- (b) the total number of Green Corps Placements;
 - (i) per Region; and
 - (ii) in Regional and Remote areas of each Region as set out in

Item D4.13 of Schedule D4

in each Financial Year.

Receipt, development and recording of Project Proposals

5.5 The Funding Recipient must, in accordance with the Green Corps Guidelines:

- (a) source Project Proposals from a range of potential Partner Agencies;
- (b) provide assistance and information to potential Partner Agencies and/or other interested persons wishing to make a Project Proposal;
- (c) consult and work in conjunction with relevant Stakeholders;
- (d) develop and progress Project Proposals in accordance with:
 - (i) the Green Corps Project Criteria; and
 - (ii) any additional requirements set out in the Green Corps Guidelines.
- (e) maintain a register of all Project Proposals received; and
- (f) retain copies of all Project Proposals.

Submission of Project Proposals to the Project Evaluation Panel

5.6 The Funding Recipient must:

- (a) within at least 10 Business Days before the relevant Project Evaluation Panel meeting as notified by DEEWR, submit to DEEWR, for consideration by the Project Evaluation Panel, all Project Proposals relating to Green Corps Projects received by the Funding Recipient for the relevant Round;
- (b) ensure that all Project Proposals submitted to DEEWR for consideration by the Project Evaluation Panel are complete and include all required documentation in accordance with the Green Corps Guidelines; and
- (c) make itself available to consult with the Project Evaluation Panel as required in relation to all Project Proposals submitted to the Project Evaluation Panel.

5.7 The Funding Recipient must comply with the reasonable directions of the Project Evaluation Panel regarding the evaluation of Project Proposals, including but not limited to:

- (a) obtaining further information (as required for evaluation purposes) for particular Project Proposals; and
- (b) any other obligations imposed by the Green Corps Guidelines.

5.8 Unless otherwise expressed in this Deed, the Project Evaluation Panel will have no authority to waive any provision of, or release the Funding Recipient from, any of its obligations under this Deed.

5.9 Once the Project Evaluation Panel has made its evaluation and recommendations, the Funding Recipient must:

- (a) only select Project Proposals from the range of Project Proposals which have been endorsed by the Project Evaluation Panel as appropriate; and
- (b) at least 50 Business Days prior to the commencement of each Round, submit the Project Proposals selected in accordance with clause 5.9(a) to DEEWR for its approval.

5.10 Once DEEWR has approved a Project Proposal, the Funding Recipient must conduct the relevant Green Corps Project in accordance with this Deed and the Green Corps Guidelines.

Selection of persons as Green Corps Participants and Participant Agreements

5.11 Subject to clause 5.12, the Funding Recipient must:

- (a) manage the selection of persons as Green Corps Participants against the selection criteria and in accordance with the selection processes which are described in the Green Corps Guidelines;
- (b) where a person is referred to it through a Job Network member, recruit that person as a Green Corps Participant ahead of other applicants with a similar capacity to meet the selection criteria referred to in clause 5.11(a);
- (c) provide reasonable assistance and information to persons wishing to become Green Corps Participants (particularly in relation to persons in Regional and Remote areas); and
- (d) endeavour to ensure that Green Corps Participants are representative of the Australian youth community.

5.12 DEEWR may approve the selection of a person who is outside the target age range specified in clause 3.1(a) as a Green Corps Participant, subject to conditions detailed in the Green Corps Guidelines.

5.13 Once Green Corps Participants are selected, the Funding Recipient must:

- (a) conduct a Participant Assessment for each Green Corps Participant;
- (b) enter into a Participant Agreement with each Green Corps Participant (and, in the event that the Green Corps Participant is a minor, his/her parent or guardian) which must, at least, include:
 - (i) hours of attendance of 35 hours per week, or as specified in the Green Corps Guidelines, the duration of their placement and the relevant rate of payment to them;
 - (ii) the Accredited Training to be undertaken;

- (iii) the On-The-Project Training to be undertaken;
 - (iv) the hours of Training to be provided during the Green Corps Placement;
 - (v) assistance to be given to the Green Corps Participant to enable the Green Corps Participant to gain employment;
 - (vi) other Training and support that any subcontractor under this Deed will give the Green Corps Participant;
 - (vii) the Green Corps Participant's rights of appeal in relation to their treatment during their Green Corps Placement or, in the event of termination of their Green Corps Placement;
 - (viii) a consent by the Green Corps Participant to the disclosure of their Personal Information by the Funding Recipient to DEEWR;
 - (ix) an acknowledgement from the Green Corps Participant that:
 - A. there is no employment relationship between the Funding Recipient and the Green Corps Participant and/or DEEWR; and
 - B. the Green Corps Participant is not eligible for annual leave or superannuation entitlements;
 - (x) rights to terminate the Participant Agreement that are consistent with DEEWR's rights to terminate a Project under this Deed; and
 - (xi) any other details required in relation to Participant Agreements in the Green Corps Guidelines;
- (c) reach agreement with each Green Corps Participant on the content of the Participant Agreement before that Green Corps Participant begins a Green Corps Placement; and
- (d) provide to each Green Corps Participant a copy of the Green Corps Service Guarantee, and an explanation of how the Funding Recipient will comply with the Green Corps Service Guarantee with respect to that Green Corps Participant.

Responsibility for leave and other entitlements

5.14 Subject to clause 5.15, the Funding Recipient acknowledges that DEEWR has no responsibility to the Funding Recipient or the Personnel or Green Corps Participants in respect of remuneration, annual leave, long service leave, redundancy payments or other similar benefits, including but not limited to, superannuation (if applicable), under any law or industrial instrument.

Superannuation and annual leave indemnity

5.15 Subject to this clause, if for any reason, a final decision of a court is that a common law employment relationship exists between the Funding Recipient and Green Corps Participants, and as a result of that decision, the Funding Recipient is required to pay superannuation and/or annual leave payments for, or to, the Green Corps Participants, DEEWR will indemnify the Funding Recipient and hold the Funding Recipient indemnified against such payments which the Funding Recipient makes for superannuation and annual leave to the total sum set out at Item D4.15 of Schedule D4 for the Term of this Deed.

5.16 In establishing, conducting and managing the Green Corps Programme and any Green Corps Participants, the Funding Recipient must do all things reasonable and necessary to ensure an employment relationship does not arise between the Funding Recipient and any Green Corps Participants.

5.17 The indemnity given in clause 5.15 does not apply:

(a) to any period during which a Green Corps Participant is not in a Green Corps Placement; and

(b) in respect of an employment relationship that is found to have arisen between the Funding Recipient and any Green Corps Participant as a result of wilful or negligent conduct or from a breach of the obligations under clause 5.16 above, or under this Deed generally on the part of the Funding Recipient; and

(c) unless the Funding Recipient:

(i) notifies DEEWR in writing of the claim within 15 Business Days following the receipt of notice of any claim;

(ii) if and when required by DEEWR, and provided DEEWR is not prevented by law from doing so, permits DEEWR to have full control of the claim using legal representation of its own choice; and

(iii) if DEEWR does not take control of the claim or other action, defends the claim or other action diligently and professionally; and

(d) if the Funding Recipient has:

(i) made any admission in respect of any claim; or

(ii) taken any action relating to any claim prejudicial to the defence of it without the prior written consent of DEEWR, such consent not to be unreasonably withheld; and

(e) unless the Funding Recipient, at the Funding Recipient's cost, renders all reasonable assistance to DEEWR in handling the claims or other actions.

Participant survey forms

5.18 DEEWR will provide to the Funding Recipient a Green Corps Participant survey form to be completed by each Green Corps Participant on commencement in the Green Corps Programme.

5.19 The Funding Recipient must submit to DEEWR a completed Green Corps Participant survey form for each Green Corps Participant in accordance with the Green Corps Guidelines.

Replacement of Green Corps Participants

5.20 Unless otherwise agreed by DEEWR in writing, if a Green Corps Participant withdraws from a Green Corps Project within the first 13 weeks of that project, the Funding Recipient must provide a replacement Green Corps Participant.

5.21 If a replacement Green Corps Participant is unable to be placed, the Funding Recipient must provide to DEEWR the reason(s) why it was unable to do so in writing.

5.22 The Funding Recipient must provide to DEEWR details of each withdrawal and replacement of a Green Corps Participant during the course of a Green Corps Project in the relevant End of Project Report specified at clause 15.1(b).

5.23 The Parties agree that a replacement Green Corps Participant will count towards the total number of Green Corps Placements, but that DEEWR will not advance the Funding Recipient any additional Funds for the replacement of Green Corps Participants.

Conduct of Green Corps Projects

5.24 The Funding Recipient must:

- (a) take full responsibility for each Green Corps Project, including the quality, coordination and appropriateness of activities undertaken by Green Corps Participants;
- (b) ensure that the conduct of each Green Corps Project complies with the Green Corps Guidelines; and
- (c) ensure that the costs to the Funding Recipient of conducting each Green Corps Project (including, but not limited to, fees, books, equipment and travel to and from Green Corps Project sites and/or training venues) are paid for in full from the Administration Payment.

5.25 The Funding Recipient must conduct Green Corps Projects in Rounds, with each Round commencing as follows:

- (a) in Financial Year 2006/07, in November and February;

(b) in Financial Years 2007/08 and 2008/09, in July, September, November and February; or

(c) on dates as agreed in writing with DEEWR.

5.26 In conducting each Green Corps Project, the Funding Recipient must:

(a) ensure that all relevant Personnel, including Team Leaders, have:

(i) a high level of skill, training and/or experience in:

A. the activities forming part of each Green Corps Project in which they are engaged;

B. working with, training and supervising persons in such activities;

C. addressing the special needs of Green Corps Participants who are:

1) under the age of 18;

2) Indigenous Australians;

3) female;

4) from culturally and linguistically diverse backgrounds; or

5) persons with a disability;

(ii) had character, police and background checks as specified in the Green Corps Guidelines and as required by law (including State and Territory law), and have passed such checks prior to being given responsibility for supervision of Green Corps Participants;

(b) develop and distribute to all Personnel responsible for the conduct of each Green Corps Project, a resource manual which must include, but is not limited to:

(i) the Green Corps Guidelines;

(ii) disciplinary and appeal procedures as provided by DEEWR;

(iii) guidelines for dealing with Green Corps Participants aged under 18 as provided by DEEWR; and

(iv) any other information as reasonably required by DEEWR and notified to the Funding Recipient from time to time;

(c) maintain a high level of supervision with regard at all times to the health, welfare and safety of Green Corps Participants while undertaking each Green Corps Project;

(d) supervise Green Corps Participants at a ratio of not less than 1 Team Leader to

10 Green Corps Participants at all times, unless DEEWR provides its written approval to an increased ratio;

- (e) ensure that hours of attendance by Green Corps Participants do not exceed 7 hours per day, and include a short break of at least 15 minutes every morning and every afternoon;
- (f) ensure that Green Corps Participants are allowed a luncheon break of at least one hour. The luncheon break is not counted in the 7 hours of attendance referred to in subclause (e) above;
- (g) in relation to Residential Activities, provide adequate out-of-hours supervision;
- (h) manage the behaviour of Green Corps Participants and implement strategies to address potential and actual misbehaviour in accordance with the Funding Recipient's operations and procedures manual (as approved by DEEWR), and the Green Corps Guidelines;
- (i) maintain best practice procedures and mechanisms for dealing, in a timely manner, with complaints or allegations made:
 - (i) by Green Corps Participants about the conduct of Personnel; or
 - (ii) by members of the public about the conduct of Green Corps Participants or Personnel;
- (j) supply each Green Corps Participant with a uniform and necessary safety equipment, as specified in the Green Corps Guidelines, in sufficient quantities to meet the needs of each Green Corps Project;
- (k) ensure that Green Corps Participants;
 - (i) wear the Green Corps uniform during the course of each Green Corps Project; and
 - (ii) take reasonable care of, and responsibility for, the uniforms and any safety equipment provided to them;
- (l) ascertain and meet the work safety standards of the relevant Commonwealth, and State or Territory authorities for each particular Green Corps Project;
- (m) provide each Green Corps Project with a first aid kit which must be reviewed and restocked on a regular basis;
- (n) where possible, provide toilet facilities at Green Corps Project sites for Green Corps Participants in accordance with the Green Corps Guidelines;
- (o) ensure that Green Corps Participants have access to a supply of drinkable water at all times;

- (p) ensure that all Green Corps Participants are transported in vehicles that meet the requirements set out in the Green Corps Guidelines;
- (q) in relation to Residential Activities, negotiate with the relevant Partner Agency in relation to payment for accommodation and meals for Green Corps Participants, and where the Funding Recipient agrees to meet any part of these costs, do so from the Administration Payment; and
- (r) ensure that Green Corps Participants are provided with a certificate or other documentary evidence of their successful completion of their Accredited Training and Green Corps Placements.

5.27 The Funding Recipient must:

- (a) undertake the monitoring of environmental and project outcomes as specified in the Green Corps Guidelines; and
- (b) regularly liaise with DEEWR and Partner Agencies (as reasonably required) to ensure that the Green Corps Projects are successfully managed.

Participant Allowance Payments

5.28 The Funding Recipient must pay Green Corps Participants the Participant Allowance:

- (a) fortnightly in arrears;
- (b) directly into an account nominated by each Green Corps Participant; and
- (c) at the rate specified in clause 11.9;

for the duration of their participation on a Green Corps Project.

5.29 The Funding Recipient must not expend Participant Allowance for any purpose other than the payment of Participant Allowance to Green Corps Participants.

5.30 The Funding Recipient must adjust the payment of Participant Allowance to account for any unauthorised non-attendance by Green Corps Participants.

5.31 The Funding Recipient must, in relation to Participant Allowance:

- (a) collect and remit PAYG tax instalments in accordance with the Taxation Administration Act 1953;
- (b) provide each Green Corps Participant with a fortnightly statement of the amount they receive;
- (c) issue Green Corps Participants with a Payment Summary for each Financial Year in which they participate in a Green Corps Project; and

- (d) meet all other requirements under relevant income taxation legislation.

Training

5.32 The Funding Recipient must:

- (a) assess the training needs of each Green Corps Participant;
- (b) provide On-the-Project Training;
- (c) provide career counselling; and
- (d) provide a minimum of 134 hours of Accredited Training per Green Corps Placement.

5.33 Accredited Training must:

- (a) include first aid and occupational health and safety;
- (b) be conducted by an accredited training provider; and
- (c) allow each Green Corps Participant to undertake and complete a certificate at AQF Certificate I level.

6. UNVIABLE PROJECTS

Description of Unviable Project

6.1 The Funding Recipient must notify DEEWR immediately if a Green Corps Project:

- (a) does not commence as scheduled, unless DEEWR has given its prior written consent to a delayed commencement; or
- (b) has a 40% or more withdrawal rate of Green Corps Participants at any time; or
- (c) is viewed by the Funding Recipient as being or becoming unviable and unable to be continued; or
- (d) significantly deviates from the Implementation Schedule Report as required under clause 15.1(a);

and such a Green Corps Project may be determined by DEEWR to be an Unviable Project.

Consultations regarding viability

6.2 DEEWR may consult with the Funding Recipient at any time to discuss the viability of a Green Corps Project if:

- (a) it seems to DEEWR that any of the situations in clause 6.1 have occurred; or

- (b) DEEWR is concerned due to issues raised in any of the reports submitted under clause 15; and
- (c) it is viewed by DEEWR as being unviable and unable to be continued.

Funding of Unviable Projects

6.3 If a Green Corps Project is determined by DEEWR to be an Unviable Project under this clause, DEEWR may withdraw Funding from the Green Corps Project by notice to the Funding Recipient. Any Funding so withdrawn must, at DEEWR's absolute discretion, either be refunded to DEEWR within 20 Business Days of notice from DEEWR of its determination, or will be deducted from the Funding to be paid at the beginning of the following Round.

7. CONTINUOUS IMPROVEMENT PRINCIPLES

7.1 The Parties are committed to the principles of continuous improvement in conducting the Green Corps Programme. The Funding Recipient must:

- (a) use a continuous improvement framework, in delivering the Green Corps Programme;
- (b) continually document and learn from its practical experience in the Green Corps Programme; and
- (c) use the practical knowledge gained to improve and develop its conduct of the Green Corps Programme.

8. ACHIEVEMENT OF KEY PERFORMANCE INDICATORS

8.1 For the purposes of Part A clauses 1.1 [Interpretation and Precedence] and 19 [Performance Management], the Key Performance Indicators for the Green Corps Programme are specified in Schedule D2.

8.2 The Funding Recipient must meet the Performance Benchmarks specified in Schedule D2.

8.3 The Parties agree to meet regularly at the intervals described in the Green Corps Guidelines to discuss and review the progress of the Funding Recipient in meeting the Key Performance Indicators.

8.4 The performance of the Funding Recipient will be formally assessed against the Key Performance Indicators and other measures in accordance with clause 19 of Part A of this Deed.

9. INCIDENTS INVOLVING THE GREEN CORPS PROGRAMME

Rights in relation to Incidents

9.1 If an Incident occurs, or may occur, at any time during the Activity Period, or the Transition Period or DEEWR notifies the Funding Recipient that it is concerned that an Incident has occurred, or may occur, the Funding Recipient must report to DEEWR within 24 hours by phone or email on the actual or potential Incident.
[GDFV1 - 1 January 2007]

9.2 The Funding Recipient must, within 14 days, prepare a detailed Report to DEEWR that, at least, includes the following details:

- (a) the nature of, and circumstances surrounding, the Incident;
- (b) the steps the Funding Recipient has taken, and will take to manage the Incident;
- (c) the steps the Funding Recipient has taken, and will take to reduce the risk that the Incident will occur in the future; and
- (d) how the Funding Recipient plans to manage Green Corps Participants that may be affected by the Incident to minimise any disruption to their Green Corps Placements.

9.3 Upon receipt of the Report from the Funding Recipient in accordance with clause 9.2, DEEWR may either:

- (a) direct the Funding Recipient to terminate or suspend the particular Green Corps Project affected by the Incident; or
- (b) direct the Funding Recipient to continue the particular Green Corps Project affected by the Incident, subject to any terms and conditions that DEEWR may notify, and the Funding Recipient must immediately comply with such a direction.

Liability in relation to termination or suspension of a Project

9.4 In the event of termination or suspension of a Green Corps Project under this clause, DEEWR will not be liable for any costs incurred by the Funding Recipient attributable to the termination or suspension of that Green Corps Project.

10. ESTABLISHMENT OF ACCOUNTS FOR FUNDING

10.1 The Funding Recipient must, within 10 Business Days of the Commencement Date open two separate accounts with an authorised deposit-taking institution authorised under the Banking Act 1958 (Cth) to carry on business in Australia, as follows:

- (a) an account being for the sole purpose of holding, and accounting for, any Participant Allowance paid by DEEWR to the Funding Recipient under this Deed; and

(b) an account for the sole purpose of holding, and accounting for, any Administration Payments paid by DEEWR to the Funding Recipient under this Deed.

10.2 The requirements set out in clause 9.3 of Part A of this Deed, apply to both accounts established under clause 10.

10.3 The Funding Recipient must ensure that the accounts established under clause 10 do not go into debit or overdraft at any time during the Activity Period.

11. PAYMENT OF FUNDING

Payment of the Funding by DEEWR

11.1 All payments under this Part D are Funding for the purposes of Part A of this Deed.

11.2 Subject to DEEWR's receipt of a Tax Invoice in accordance with clause 11.4, and DEEWR's satisfaction with the Funding Recipient's performance under this Deed, DEEWR will pay to the Funding Recipient the Funds by electronic transfer into the accounts established in accordance with clause 10.

11.3 The Funding will consist of two types of payments:

- (a) Administration Payments; and
- (b) Participant Allowance.

11.4 Tax Invoices submitted to DEEWR by the Funding Recipient must include the following details:

- (a) the Deed identification number and Programme name;
- (b) the Funding Recipient's contract name and ABN; and
- (c) the Round in respect of which the payment is claimed.

Administration Payments

11.5 DEEWR will pay Administration Payments in advance to the Funding Recipient provided that a Tax Invoice is submitted no less than 20 Business Days before the first day of January and July of each Financial Year.

11.6 The amount of Administration Payments will be calculated on the basis of the Contracted Placements per Financial Year in accordance with Item D4.13 in Schedule D4, or as otherwise agreed in writing with DEEWR.

Participant Allowance Payments

11.7 The Funding Recipient will receive funding for Participant Allowance

payments prior to the commencement of each Round.

11.8 Subject to clause 11.11, the Participant Allowance for each Round will be based on:

- (a) the number of Green Corps Participants registered for the Round;
- (b) a 90% retention rate of Green Corps Participants; and
- (c) the rate of Participant Allowance specified in clause 11.9.

11.9 Subject to clause 11.11, the weekly Participant Allowance for the Term of this Deed is:

- (a) \$283 per week for Financial Year 2006/07;
- (b) \$291 per week for Financial Year 2007/08; and
- (c) \$300 per week for Financial Year 2008/09.

11.10 The rate of Participant Allowance payable at the commencement of a Green Corps Project is fixed for the duration of the Green Corps Project, regardless of whether the duration of the Green Corps Project extends into the following Financial Year.

11.11 The Participant Allowance may be varied from time to time by notice from DEEWR.

Unexpended Payments

11.12 The Funding Recipient must identify and report any portion of the Administration Payments or the Participant Allowance payments which have not been used for Approved Purposes as 'Unexpended Funds' in the Six Monthly Financial Report.

11.13 In the event that there are Unexpended Funds shown in the Six Monthly Financial Report, then these Funds may be used by the Funding Recipient as follows:

- (a) If Unexpended Funds are less than or equal to \$50,000 or 15% of the Budget for the relevant Financial Year (whichever is the lesser), the Funding Recipient must retain the Unexpended Funds for use in Green Corps Projects over the next six month period.
- (b) If Unexpended Funds are more than \$50,000 or 15% of the Budget for the relevant Financial Year (whichever is the lesser), the Funding Recipient must provide advice to DEEWR, which accompanies the Six Monthly Financial Report which:
 - (i) must indicate why the Unexpended Funds have not been used; and
 - (ii) may propose an alternative use of the Unexpended Funds for approval by DEEWR in accordance with the Objectives.

(c) If DEEWR does not approve any proposed alternative use, and in the event of a further payment being due under this Deed, DEEWR may, at its absolute discretion, reduce the next payment of Participant Allowance or Administration Payments due under this Deed, by an amount not to exceed the level of Unexpended Funds.

(d) If no further payment is due, all Unexpended Funds must be refunded to DEEWR at the Completion Date.

(e) If this Deed is terminated, all Unexpended Funds must be refunded to DEEWR within 20 Business Days of Termination.

12. BUDGET

12.1 The Budget for the Green Corps Programme is at Item D4.14 of Schedule D4.

13. CORPORATE SPONSORSHIP

Seeking Corporate Sponsorship

13.1 Subject to this clause 13 and clause 8 of Part A of this Deed, the Funding Recipient may seek and obtain Corporate Sponsorship for Green Corps Projects.

13.2 The Funding Recipient must obtain approval from DEEWR before seeking or accepting any such Corporate Sponsorship and DEEWR may attach conditions to any approval.

13.3 The Funding Recipient must bring any Corporate Sponsorship arrangement to an end if DEEWR withdraws its approval.

13.4 DEEWR may withhold or withdraw its approval of any Corporate Sponsorship at any time, in its absolute discretion.

Treatment of Corporate Sponsorship

13.5 Any Corporate Sponsorship in cash provided to the Funding Recipient must be expended, accounted for and treated in the same way as the Funding for Administration Payments.

13.6 Any in-kind Corporate Sponsorship provided to the Funding Recipient must be accounted for and treated in accordance with the Green Corps Guidelines.

No claims against the Commonwealth

13.7 The Funding Recipient agrees that the Commonwealth will not be liable to the Funding Recipient for any action taken by the Commonwealth, or the failure to take any such action, under this Deed or otherwise in respect of the Green Corps Programme, which causes the Funding Recipient to suffer a loss of Corporate Sponsorship.

13.8 The Funding Recipient indemnifies the Commonwealth in respect of any and all claims that may be made against it by anyone providing Corporate Sponsorship to the Funding Recipient for any action taken by the Commonwealth, or the failure to take any such action, under this Deed or otherwise in respect of the Green Corps Programme.

14. ASSETS

Ownership of Assets

14.1 Pursuant to clause 13 of Part A of this Deed [Assets], Item D4.8 of Schedule D4 lists the Assets purchased with Funding as at the Commencement Date and specifies the Assets which are owned by the Commonwealth or third parties.

15. REPORTS

15.1 The Funding Recipient must submit, to DEEWR's satisfaction, and on the dates specified, the following Reports, unless otherwise agreed by DEEWR in writing:

(a) Implementation Schedule Report

A Report that identifies the Project Proposals endorsed by the Project Evaluation Panel and approved by DEEWR which the Funding Recipient intends to conduct during the next Round, and includes, but is not limited to, the expected commencement date and outcomes of each Green Corps Project; Partner Agency details and contribution to each Green Corps Project; Training to be provided; and location and description of each Green Corps Project.

Due Date: To be submitted prior to the commencement of each Round on a date to be negotiated with DEEWR. The agreed date must allow DEEWR at least 20 Business days to approve the Implementation Schedule Report.

Form: As specified in the Green Corps Guidelines.

(b) End of Project Report

A Report that outlines the activities undertaken during the Green Corps Project; names of relevant Team Leaders; outcomes of the Green Corps Project; resources used and their sources; names of relevant Green Corps Participants; details of any withdrawals and/or replacements; training information and recommendations arising from the Green Corps Project activities.

Due Date: Within 20 Business Days of the end of each Green Corps Project.

Form: As specified in the Green Corps Guidelines.

(c) Monthly Status Report

A Report that details the Participant Allowance paid to Green Corps Participants; commencements and withdrawals from all Green Corps Projects; and any injuries to Green Corps Participants.

Due Date: 2 weeks after the end of each month during the Activity Period.

Form: As specified in the Green Corps Guidelines.

(d) Six Monthly Financial Report

A Report detailing, in addition to the requirements set out in clause 14.2 and 14.4 of Part A, the expenditure and acquittal of the Participant Allowance and Administration Payment components of the Funding for the previous six months.

Due Date: 6 monthly or as agreed in writing with DEEWR.

Form: As specified in the Green Corps Guidelines.

(e) Acquittal Reports

In addition to the requirements set out in clause 14.3 and 14.4 of Part A, the Funding Recipient must include in its Acquittal Reports a statement that;

A. the Funding provided under this Deed has been expended for the Approved Purposes; and

B. that the Outputs and Performance Benchmarks have been achieved, and where they have not been achieved, an explanation as to the failure to achieve them.

(f) Additional Reports

DEEWR may, from time to time, require the Funding Recipient to prepare and submit other written reports at no additional cost to DEEWR. The nature and content of these reports will be notified to the Funding Recipient by DEEWR in writing, providing reasonable notice to the Funding Recipient.

Due Date: As directed by DEEWR.

Form: As specified by DEEWR.

(g) Progress Reports

The Funding Recipient must provide to DEEWR periodic Progress Reports of its progress in undertaking the Activity in the manner specified in clause 14.2 of Part A - General Conditions of the Employment Services Funding Deed 2006-2009.

[GDFV1 - 1 January 2007]

16. PROMOTION AND AWARENESS CAMPAIGN

16.1 The Funding Recipient must, in consultation with DEEWR:

- (a) implement a publicity campaign to promote Green Corps Projects and the Green Corps Programme in each Region in which it is conducting Green Corps Projects;
- (b) conduct regular promotion of Green Corps Projects through various mediums;
- (c) ensure that relevant information regarding the Green Corps Projects (and how to access the Green Corps Projects) is publicly available in a variety of forms (i.e. hardcopy, electronically and telephone help-line);
- (d) manage and respond to queries from interested persons about the Green Corps Projects;
- (e) upon DEEWR's prior written notice to the Funding Recipient, provide to DEEWR such reasonable assistance as is necessary for DEEWR's promotions of Green Corps Projects and the Green Corps Programme generally;
- (f) act, at all times, in accordance with the media and communication protocol as described in the Green Corps Guidelines and notified to the Funding Recipient from time to time;
- (g) organise and conduct launches of Green Corps Projects and graduation ceremonies, in accordance with the Green Corps Guidelines, to highlight the activities and achievements of the Green Corps Participants and Green Corps Projects;
- (h) provide a metal plaque, engraved with words approved in writing by DEEWR, to be erected at each Green Corps Project site; and consistent with the requirements of the Green Corps Guidelines, to be erected at each Green Corps Project site; and

[GFDV3 - 30 June 2008]

- (i) comply with the Budget as regards expenditure for promotion and awareness campaign purposes.

16.2 The Funding Recipient must ensure that all advertisements, promotional activities and any other public relations matters in relation to this Deed are consistent with the requirements of the Green Corps Guidelines.

[GFDV3 - 30 June 2008]

17. INSURANCE

17.1 As required by clause 30 of Part A of this Deed, the Funding Recipient must at its cost, effect and maintain or cause to be effected and maintained for the Activity Period and Transition Period insurance relevant to the performance of any Activity and the Funding Recipient's obligations under this Deed, including but not limited to the following insurances:

- (a) public liability insurance, written on an occurrence basis, with a limit of indemnity of at least \$10 million in respect of any one occurrence which covers:
- (i) the Funding Recipient's liability and the liability of its employees (including to DEEWR and to the Green Corps Participants); and
 - (ii) the vicarious liability of DEEWR in respect of the acts or omissions of the Funding Recipient;
- in respect of:
- (iii) loss of, damage to, or loss of use of any real or personal property (including property of DEEWR in the care, custody or control of the Funding Recipient); and
 - (iv) the bodily injury of, disease or illness (including mental illness) to, or death of, any person;
 - (v) arising out of or in connection with the Funding Recipient's performance of the Activity under this Part;
- (b) insurance against any injury, damage, expense, loss or liability suffered or incurred by any person engaged in work by the Funding Recipient under this Part including employees of the Funding Recipient and Green Corps Participants or their dependents:
- (i) giving rise to a claim:
 - A. under any statute relating to workers' or accident compensation; and
 - B. in relation to Green Corps Projects that are conducted in Western Australia, for employer's liability at common law with a limit of indemnity of not less than \$50 million for any one occurrence;
 - (ii) in each State or Territory where the Funding Recipient's employees normally reside or where their contract of employment was made; or where the Activity is conducted; and
 - (iii) where possible under the relevant law or scheme governing workers compensation insurance and in respect of all employers' liability policies, extending to indemnify DEEWR for liability as principal in relation to any claim by an employee of the Funding Recipient or a Green Corps Participant;
- (c) for any motor vehicle used in or for the performance of any Activity, insurance for not less than \$20 million for any one occurrence which covers:
- (i) third party property damage arising from the use of any plant or vehicles (registered or unregistered) used in respect of the performance of the Activity pursuant to this Part (including transporting Green Corps Participants); and

(ii) the personal injury of, disease or illness (including mental illness) to, or death of, any person arising from the use of any unregistered plant or vehicles used in or in connection with the performance of any Activity pursuant to this Part (including transporting Green Corps Participants);

(d) compulsory third party motor vehicle insurance in respect of all registrable vehicles used in the performance of any Activity under this Part (including transporting of Green Corps Participants in vehicles of Personnel);

(e) products liability insurance written on an occurrence basis with a limit of indemnity of at least \$10 million in respect of any one occurrence and in the aggregate for all claims arising during any one 12 month policy period, to be maintained for the Activity Period and Transition Period, which covers:

(i) the Funding Recipient's liability and the liability of its employees and the Green Corps Participants (including to DEEWR); and

(ii) the vicarious liability of DEEWR in respect of the acts or omissions of the Funding Recipient;

in respect of:

(iii) loss of, damage to, or loss of use of any real or personal property (including property of the Commonwealth in the care, custody or control of the Funding Recipient); and

(iv) the bodily injury of, disease or illness (including mental illness) to, or death of, any person;

arising out of or in connection with any products installed, repaired, serviced, sold, supplied or distributed in connection with this Deed.

18. NOTIFICATION TO CENTRELINK

18.1 In respect of any Green Corps Participants who are in receipt of Unemployment Allowance(s), the Funding Recipient must notify Centrelink of their commencement in Green Corps within 5 Business Days of that commencement.

18.2 The Funding Recipient must respond within 5 Business Days to any request for information by Centrelink or DEEWR about a Green Corps Participant's involvement in the Green Corps Programme.

SCHEDULE D1 - GREEN CORPS PROGRAMME SERVICE GUARANTEE

Your Green Corps service provider is engaged by the Commonwealth Department of

Education, Employment and Workplace Relations (DEEWR). You are guaranteed to receive a high standard of personalised and professional service from your Green Corps service provider.

The services that you receive from your Green Corps service provider will be sensitive to your circumstances and cultural background, as well as tailored both to your needs and to the placement opportunities available.

On referral to, or on first contact with, your Green Corps service provider you will receive the following services:

- " an assessment of your eligibility to participate in the Green Corps programme; and
- " if you are eligible, an appointment for an initial interview.

During your initial interview you can expect your Green Corps service provider to:

- " provide reasonable assistance and information on the Green Corps Programme;
- " assess your training needs considering your existing skills, and any special needs you have, including coaching in literacy or life skills; and
- " explain to you how you will be assisted to find a suitable Green Corps placement.

After your initial interview you can expect your Green Corps service provider to:

- " negotiate with you a Participant Agreement which includes details of the training, assistance and support to be provided to you; your rights in relation to your involvement in the Green Corps Programme; and a consent by you to the disclosure of information about you to DEEWR and to any other service provider under the Green Corps Programme, if directed by DEEWR; and
- " ask you to fill in a Participant survey form.

Before you undertake a Green Corps placement you can expect your Green Corps service provider to:

- " inform you about the Green Corps placement in which you will be involved.

During your Green Corps placement you can expect your Green Corps service provider to provide you with ongoing support services as follows:

- " a high level of supervision with regard at all times for your health, welfare and safety;
- " payment of the Participant Allowance to you; and
- " assistance to you to develop and progress your training and general skills development in accordance with your Participant Agreement;

After you have completed your Green Corps placement, you can expect your Green Corps service provider to:

- " provide you with a certificate confirming your successful completion of your Green Corps Placement ; and
- " provide you with evidence of your successful completion of accredited training.

Your Green Corps service provider is responsible for providing this guaranteed level of service.

If you are not satisfied with the service you have received from your Green Corps service provider, you should raise this with them first - ask to speak to the programme manager.

If you are still not satisfied, then you should call the DEEWR Customer Service Line on freecall 1800 805 260. You will speak to a Customer Service Officer from DEEWR in the capital city of the State or Territory you are calling from. DEEWR is responsible for monitoring Green Corps service providers. They will endeavour to resolve your concerns quickly, fairly and sensitively.

Your Green Corps service provider should advise you about the Employment Services Code of Practice ("the Code") which tells you how they will deliver services to you. A copy of the Code is available from your Green Corps service provider.

SCHEDULE D2 - KEY PERFORMANCE INDICATORS

Table 1 - Key Performance Indicators

KPI Description Measures

KPI 1

Efficiency The maximum use of available suitable Green Corps Placements for Green Corps Participants by:

(a) efficient use of available Green Corps Placements. 1. The total number of completed Green Corps Placements is not less than 80 per cent of the Contracted Placements.

KPI 2

Effectiveness

To maximise the personal development, skill development and training, connections with the community and career and employment prospects for Green Corps Participants.

2. 80 per cent of Green Corps Participants are satisfied that participation in the Green Corps Programme has improved their position (as measured by Green Corps Participant surveys or post programme monitoring).

3. 50 per cent of Green Corps Participants move to employment or education and training within 3 months of the end of Green Corps Placements (as measured by post programme monitoring).

To maximise quality outcomes for young Australians, particularly in Regional and Remote areas. 4. At least 75 %per cent of Green Corps Participant Placements are located in Regional and Remote area.

To maximise the number of Job Network clients undertaking Green Corps Placements. 5. Subject to availability of places on approved Green Corps Projects in the relevant Region, at least 80% of Green Corps Participants appropriately referred by Job Network Members commence in Green Corps Placements.

[GDFV2 - 1 July 2007]

KPI Description Measures

KPI 2

Effectiveness

To maximise the environmental outcomes of the Green Corps Programme.

6. At least 80% of Green Corps Projects are completed with a fully effective rating in meeting the project's environmental and/or heritage outputs as listed in the Implementation Schedule Report.

KPI 3

Quality Extent to which the Funding Recipient offers a service to Green Corps Participants that complies with this Deed to DEEWR's satisfaction and is in accordance with the Green Corps Guidelines, Code of Practice and the Green Corps Service Guarantee. 7. DEEWR satisfaction with the delivery of the Services based on measures including but not limited to:

8. Evidence of delivery of personalised services to

Green Corps Participants

(as measured by the findings of site visits, quality audit projects and other qualitative information); and

9. Number/type of serious complaints, series of complaints, and active management of complaints, including assisting DEEWR in negotiating complaint resolution.

Note: Items 1 to 6 above are Performance Benchmarks

SCHEDULE D3 - REGIONAL AND REMOTE AREAS

ESA type	ESA Name	Postcodes
Remote	Esperance	6346 6348 6443 6445 6446 6447 6448 6450 6452
Remote	Goldfields	6429 6430 6431 6432 6433 6434 6435 6436 6437 6438 6439 6440 6441 6442 6444
Remote	Alice Springs	0870 0871 0872
Remote	Katherine	0847 0850 0851 0852 0853 0854
Remote	Tennant Creek	0860 0861 0862
Remote	Top End	0840 0841 0845 0846 0880 0881 0822 0885 0886

Remote Emerald 4472 4720 4721 4722 4723 4724 4725 4726 4727 4728
4730 4731 4732 4736

Remote Mt Isa 4482 4733 4735 4822 4823 4824 4825 4828 4829 4830 4890
4891

Remote Torres Strait 4875 4876

Remote Ceduna 5655 5660 5661 5680 5690

Remote Port Augusta 5430 5432 5433 5434 5485 5486 5700 5710 5720 5722
5723 5724 5725 5730 5731 5732 5733 5734 0872

Remote East Kimberley 6740 6743 6749 6770

Remote East Pilbara 6711 6712 6721 6722 6723 6724 6752 6753 6755 6758
6760 6761 6762 6767

Remote Karratha 6710 6713 6714 6715 6716 6718 6720 6751 6754

Remote West Kimberley 6725 6726 6728 6731 6733 6765

Regional Dale 6173 6174 6175 6176 6201 6203 6204 6205 6206 6207 6208
6210 6213 6214 6215 6390

Regional Lower Great Southern WA 6315 6316 6317 6318 6320 6321 6322
6323 6324 6326 6327 6328 6330 6333 6335 6336 6337 6338 6341 6343 6350 6351
6352 6353 6355 6356 6394 6395 6396 6397 6398

Regional Midlands/Wheatbelt 6302 6304 6306 6308 6309 6311 6312 6313
6357 6358 6359 6361 6363 6365 6367 6368 6369 6370 6372 6373 6375 6376 6380
6383 6384 6385 6386 6401 6403 6405 6407 6409 6410 6411 6412 6413 6414 6415
6417 6418 6419 6420 6421 6422 6423 6424 6425 6426 6427 6428 6460 6461 6462
6463 6464 6465 6466 6467 6468 6470 6472 6473 6475 6476 6477 6479 6480 6484
6485 6487 6488 6489 6490 6501 6502 6503 6504 6505 6506 6507 6508 6509 6510
6511 6512 6513 6555 6556 6558 6560 6562 6564 6566 6567 6568 6569 6571 6572
6574 6575 6603 6605 6606 6608 6609 6612 6613

Regional Blue Mountains 2778 2779 2780 2782 2783 2784

Regional Central Coast Sydney 2083 2250 2251 2256 2257 2258 2259 2260
2261 2262 2263

Regional Central Eastern NSW 2785 2786 2790 2845 2846 2847 2848 2849
2850 2852

Regional Central Murrumbidgee 2588 2590 2649 2650 2651 2653 2655
2656 2658 2661 2663 2666 2701 2702 2720 2722 2725 2727 2729 2730

Regional North Coast Hunter 2472 2473 2477 2478 2479 2481 2482 2483

Regional Coffs Harbour 2450 2452 2453 2454 2455 2456

Regional Central Western NSW 2787 2795

Regional Eurobodalla 2536 2537 2545 2546

Regional Far West NSW 2836 2879 2880

Regional Grafton 2460 2462 2463 2464 2465 2466

Regional Gwydir Namoi 2385 2386 2387 2388 2389 2390 2394 2397
2398 2399 2400 2401 2405 2406 2407 2408 2409 2411 2832 2833 2834

Regional Hastings 2439 2443 2444 2445 2446

Regional Hume 2640 2641 2642 2643 2644 2645 2646 2647 2659 2660

Regional Hunter 2311 2320 2321 2322 2323 2325 2326 2327 2334 2335 2415
2420 2421

Regional Hawkesbury 2753 2754 2755 2756 2757 2758 2775

Regional Kempsey 2431 2440 2441 2447 2448 2449

Regional Keepit 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2352
2353 2355 2379 2380 2381 2382 2392

Regional Lower Hunter 2264 2265 2267 2278 2280 2281 2282 2283 2284 2285
2286 2287 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301
2302 2303 2304 2305 2306 2307 2308 2309 2310 2314 2315 2316 2317 2318 2319
2324

Regional Lower South Coast NSW 2548 2549 2550 2551

Regional Murray Darling 2648 2715 2717 2734 2735 2736 2737 2738
2739

Regional North East NSW 2350 2351 2354 2358 2359 2360 2361 2365
2369 2370 2371 2372 2402 2403 2404 2410

Regional Orana 2356 2357 2395 2396 2820 2821 2823 2824 2827 2828 2829
2830 2842 2843 2844

Regional Oxley 2825 2831 2835 2839 2840

Regional Patterson 2585 2586 2587 2594 2668 2721 2726 2791 2792 2793
2794 2797 2798 2799 2800 2803 2804 2805 2807 2808 2809 2810 2864 2865 2866

2867 2868

Regional Parkes 2669 2671 2672 2806 2869 2870 2871 2873 2874 2875 2876
2877

Regional Queanbeyan 2619 2620 2621 2623

Regional Richmond 2469 2470 2471 2474 2475 2476 2480

Regional Shoalhaven 2535 2538 2539 2540 2541

Regional Snowy 2624 2625 2626 2627 2628 2629 2630 2631 2632 2633

Regional Southern Highlands NSW 2575 2576 2577

Regional Southern Suburbs NSW 2527 2528 2529 2533 2534

Regional Southern Tablelands NSW 2578 2579 2580 2581 2582 2583 2584
2622

Regional Sturt 2652 2665 2675 2680 2681 2700 2703 2705 2706 2707 2710
2711 2712 2713 2714 2716 2731 2732 2733 2878

Regional Taree 2312 2422 2423 2424 2425 2426 2427 2428 2429 2430

Regional Tweed 2484 2485 2486 2487 2488 2489 2490

Regional Upper Hunter 2328 2329 2330 2331 2333 2336 2337

Regional Wollongong 2500 2502 2505 2506 2508 2515 2516 2517 2518 2519
2520 2522 2525 2526 2530

Regional Bundaberg 4627 4630 4660 4670 4671 4673 4674 4676

Regional Cairns 4852 4854 4855 4856 4857 4858 4859 4860 4861 4865 4868
4869 4870 4871 4873 4874 4877 4878 4879 4884 4886 4895

Regional Western Downs 4404 4405 4406 4407 4408 4410 4411 4412
4413 4415 4416 4417 4418 4419 4420 4421 4422 4423 4424 4425 4426 4427 4428
4454 4455 4461 4462 4465 4467 4468 4470 4471 4474 4475 4477 4478 4479 4480
4481 4489 4490 4491 4492 4493

Regional Fraser Coast 4620 4621 4625 4626 4650 4655 4659 4662

Regional Gladstone 4677 4678 4680 4694 4695 4715 4716 4718 4719

Regional Gympie 4570 4580 4581 4600 4601 4605 4606 4608 4610 4611
4612 4613 4615

Regional Mackay 4737 4738 4739 4740 4741 4742 4743 4744 4745 4750

4751 4752 4753 4754 4756 4757 4798 4799 4800 4801 4802 4803

Regional Rockhampton 4697 4699 4700 4701 4702 4703 4704 4705 4706 4707
4709 4710 4711 4712 4713 4714 4717 4746

Regional Tablelands 4872 4880 4881 4882 4883 4885 4887 4888

Regional Townsville 4804 4805 4806 4807 4808 4809 4810 4811 4812 4813
4814 4815 4816 4817 4818 4819 4820 4821 4849 4850

Regional Toowoomba 4343 4344 4345 4347 4350 4352 4353 4354 4355 4356
4357 4358 4359 4360 4361 4363 4364 4365 4400 4401 4402 4403

Regional Warwick 4352 4362 4370 4371 4372 4373 4374 4375 4376 4377
4378 4379 4380 4381 4382 4383 4384 4385 4386 4387 4388 4390 4486 4487 4488
4494 4496 4497 4498

Regional Fleurieu/Kangaroo Island 5202 5203 5204 5210 5211 5212 5213
5214 5220 5221 5222 5223

Regional Gawler 5116 5117 5118 5120 5131 5132 5133 5134 5135 5136 5231
5232 5233 5234 5235 5236 5350 5351 5352 5353 5355 5356 5360 5371 5372 5373
5374 5381 5400 5401 5410 5411 5412 5413 5414 5451 5452 5460 5501 5502

Regional Kadina 5461 5464 5510 5520 5550 5552 5554 5555 5556 5558 5560
5570 5571 5572 5573 5575 5576 5577 5580 5581 5582 5583

Regional Murraylands 5237 5238 5253 5254 5259 5260 5261 5264 5265 5266
5301 5302 5303 5304 5306 5307 5308 5309 5310 5354

Regional Port Lincoln 5603 5604 5605 5606 5607 5630 5631 5632 5633 5640
5642 5650 5651 5652 5653 5654 5670 5671

Regional Port Pirie 5415 5416 5417 5418 5419 5420 5421 5422 5431 5440
5453 5354 5455 5462 5470 5471 5472 5473 5480 5481 5482 5483 5490 5491 5493
5495 5521 5522 5523 5540

Regional Riverland 5311 5312 5320 5321 5322 5330 5331 5332 5333 5340
5341 5342 5343 5344 5345 5346 5357

Regional Southern Adelaide Hills 5153 5154 5155 5156 5157 5201 5240
5241 5242 5243 5244 5245 5250 5251 5252 5255 5256

Regional South East SA 5262 5263 5267 5268 5269 5270 5271 5272 5273 5275
5276 5277 5278 5279 5280 5290 5291

Regional Whyalla 5600 5601 5602 5608 5609 5641

Regional Darwin 0800 0810 0812 0820 0822 0828 0829 0830 0832 0835 0836
0837 0838

Regional Hobart 7000 7001 7002 7004 7005 7007 7008 7009 7010 7011 7012
7015 7016 7017 7018 7019 7020 7021 7022 7023 7024 7025 7026 7027 7030 7050
7051 7052 7053 7054 7055 7109 7112 7113 7116 7117 7119 7120 7139 7140 7150
7151 7155 7162 7163 7170 7171 7172 7173 7174 7175 7176 7177 7178 7179 7180
7182 7183 7184 7185 7186 7187 7190

Regional Launceston 7209 7210 7211 7212 7213 7214 7215 7216 7248 7249
7250 7252 7253 7254 7255 7257 7258 7259 7260 7261 7262 7263 7264 7265 7267
7268 7270 7275 7276 7277 7290 7291 7292 7300 7301 7302 7303 7304 7900

Regional West and North West Tasmania 7256 7305 7306 7307 7310 7315
7316 7320 7321 7322 7325 7330 7331 7466 7467 7468 7469 7470

Regional Bendigo 3444 3446 3447 3448 3450 3451 3453 3458 3462 3463
3472 3478 3515 3516 3517 3518 3520 3521 3522 3523 3525 3539 3550 3551 3552
3553 3554 3555 3556 3557 3558 3559 3561 3570 3571 3572 3573

Regional East Gippsland 3847 3850 3851 3852 3857 3858 3859 3860
3862 3864 3865 3874 3875 3878 3880 3882 3885 3886 3887 3888 3889 3890 3891
3892 3893 3895 3896 3898 3900 3902 3903 3904 3909 3971

Regional Eureka 3330 3334 3342 3345 3350 3351 3352 3353 3354 3355 3356
3357 3360 3361 3363 3364 3370 3371 3372 3373 3460 3461 3464 3465 3467 3468
3469 3475

Regional Geelong 3212 3213 3214 3215 3216 3217 3218 3219 3220 3221
3222 3223 3224 3225 3226 3227 3228 3230 3231 3240 3241 3321 3328 3329 3331
3332 3333

Regional Goulburn Valley 3562 3563 3564 3565 3607 3608 3610 3612
3613 3614 3616 3617 3618 3619 3620 3621 3622 3623 3624 3629 3630 3631 3632
3633 3634 3635 3636 3637 3638 3639 3640 3641 3643 3644 3646 3647 3649

Regional Grampians 3317 3318 3319 3375 3377 3378 3379 3380 3381 3384
3385 3387 3388 3390 3391 3392 3393 3395 3396 3399 3400 3401 3402 3408 3409
3412 3413 3414 3415 3418 3419 3420 3422 3423 3424 3480 3482 3485 3487 3488
3489 3491

Regional Hampden 3232 3233 3234 3235 3236 3237 3238 3239 3242 3243
3249 3250 3251 3254 3260 3264 3265 3266 3267 3268 3269 3270 3271 3272 3273
3275 3276 3277 3278 3279 3280 3281 3282 3283 3284 3287 3322 3323 3324 3325

Regional Kiewa 3688 3689 3690 3691 3693 3694 3695 3700 3701 3704 3705

3707 3708 3709 3749

Regional Mid Murray 3483 3527 3529 3530 3531 3533 3537 3540 3542 3544
3546 3549 3566 3567 3568 3575 3576 3578 3579 3580 3581 3583 3584 3585 3586
3588 3589 3590 3591 3594 3595 3596 3597 3599

Regional Ovens 3658 3659 3660 3661 3662 3663 3664 3665 3666 3669 3670
3671 3672 3673 3675 3676 3677 3678 3682 3683 3685 3687 3697 3698 3699 3715
3719 3720 3722 3723 3724 3725 3726 3727 3728 3730 3732 3733 3735 3736 3737
3738 3739 3740 3741 3744 3746 3747 3758 3762 3764

Regional Sunraysia 3490 3494 3496 3698 3500 3501 3502 3505 3506 3507
3509 3512

Regional Western District Victoria 3274 3285 3286 3289 3291 3292 3293
3294 3300 3301 3302 3303 3304 3305 3306 3309 3310 3311 3312 3314 3315 3407

Regional West and South Gippsland 3816 3818 3820 3821 3822 3823 3824
3825 3831 3833 3835 3840 3841 3842 3844 3854 3856 3869 3870 3871 3873 3945
3946 3950 3951 3953 3954 3956 3957 3958 3959 3960 3962 3964 3965 3966 3967
3987 3988

Regional Mid West and Gascoyne 6514 6515 6516 6517 6518 6519 6521
6522 6525 6528 6530 6531 6532 6535 6536 6537 6614 6616 6618 6620 6623 6625
6627 6628 6630 6631 6632 6635 6638 6639 6640 6642 6646 6701 6705 6707

Regional South West WA 6218 6220 6221 6223 6224 6225 6226 6227
6228 6229 6230 6231 6232 6233 6236 6237 6239 6240 6243 6244 6251 6252 6253
6254 6255 6256 6258 6260 6262 6271 6275 6280 6281 6282 6284 6285 6286 6288
6290 6391 6392 6393

SCHEDULE D4 - DEED AND BUSINESS DETAILS

This schedule provides specific DEEWR, Funding Recipient and business details pursuant to Part A and the relevant Specific Conditions of this Deed. When completed for an individual Funding Recipient it is included with the relevant executed Employment Services Funding Deed Particulars.

Employment Services Funding Deed

Part D?Green Corps Programme

Schedule D4: Deed and Business Details

Item D4.13 Achievement of Outputs (Part D, Clauses 5.4, 11.6 and 11.9)

Green Corps Region Green Corps Placements per Region Minimum Green Corps Placements in Regional and Remote areas per Region Administration Payments per Green Corps Contracted Placements (GST Inclusive)

(Part D, Clause 11.6) Participant Allowance Payments

(Part D, Clause 11.9)

	2006-2007	2007-2008	2008-2009	2006-2007	2007-2008
	2008-2009	2006-2007	2007-2008	2008-2009	2006-2007
	2007-2008	2008-2009			
Region 1 (VIC/TAS)				\$	\$
\$	\$	\$			\$
Region 2 (ACT/NSW)					\$
\$	\$	\$	\$		\$
Region 3 (NT/QLD)				\$	\$
\$	\$	\$			\$
Region 4 (SA/WA)				\$	\$
\$	\$	\$			\$

Total Placements

Item D4.14 Green Corps Budget (Part D, Clause 12)

Table 1: 2006 - 2007

Region	Staff Costs \$	Operational Costs \$	GST Component \$	On-ground Project
	Costs \$	Workers' Compensation Costs \$	Training budget \$	Participant
	Allowance Amount \$	Administration Payment Amount \$		
Region 1 (VIC/TAS)			\$	\$
Region 2 (ACT/NSW)				\$
Region 3 (NT/QLD)			\$	\$
Region 4 (SA/WA)			\$	\$
Total			\$total	\$total

Table 2: 2007 - 2008

Region	Staff Costs \$	Operational Costs \$	GST Component \$	On-ground Project Participant
	Workers' Compensation Costs \$	Administration Payment Amount \$	Training budget \$	
Region 1 (VIC/TAS)			\$	\$
Region 2 (ACT/NSW)				\$ \$
Region 3 (NT/QLD)			\$	\$
Region 4 (SA/WA)			\$	\$
Total			\$total	\$total

Table 3: 2008 - 2009

Region	Staff Costs \$	Operational Costs \$	GST Component \$	On-ground Project Participant
	Workers' Compensation Costs \$	Administration Payment Amount \$	Training budget \$	
Region 1 (VIC/TAS)			\$	\$
Region 2 (ACT/NSW)				\$ \$
Region 3 (NT/QLD)			\$	\$
Region 4 (SA/WA)			\$	\$
Total			\$total	\$total

Disclaimer: This document is a sample copy of the *Employment Services Contract 2006-2009*. This copy is provided only for your information and as a guide. If you have entered into a contract with DEEWR, you must rely on the original signed contract and any contract variations you have entered into. You should seek your own legal advice, if required. While DEEWR has exercised reasonable care in publishing this document, DEEWR makes no representation, express or implied, as to the accuracy of the document or the applicability of the document to you or your circumstances. You should note that you may or may not have executed the contract, or any subsequent contract variations to it, in the particular form expressed in this document. DEEWR accepts no liability for any use of this document or any reliance placed on it.

Revision	Date	Location of changes	Changes
DM1-237395	01/1/07 – 30/6/07		ARCHIVED – This incorrect version was published from 01/07/06 – 31/10/07 Refer to Version 1.3 DM1-340929 for the correct version that was current during this period.
DM1-239363	28 May 2007		ARCHIVED – This incorrect version was published from 01/07/06 – 31/10/07 Refer to Version 1.4 DM1-334506 for the correct version that was current during this period.
Version 1 DM1-340929	01/01/07 – 30/6/07	Chapter 1.3 Page 2 Chapter 9.1 Page 19 Chapter 15.1 Page 25	Original version of document with Variation 1 amendments Variation 1: Delete Green Corps Participant and add Green Corps Placement. Also add [GDFV1 0 1 January 2007] to end of paragraph. Add 'or the Transition Period' to the 2 nd line and add [GDFV1 – 1 January 2007] at the end of the paragraph. Add sub paragraph (g).
Version 1.1 DM1-334506	01/07/07 – 29/6/08	Schedule D2 Page 31	Insert this amendment table to Page 1 Variation 2: Delete % and add percentage Replace Green Corps Participant with Green Corps Placement and add [GDFV1 – 1 January 2007] at the end of the paragraph and table.
Version 1.2 DM1-430622	30/6/08 – Current	Chapter 16.1 (h) Chapter 16.2	Variation 3: Delete clause 16.1 (h) and replace with: provide a metal plaque, engraved with words consistent with the requirements of the Green Corps Guidelines, to be erected at each Green Corps Project site; and Add 16.2: The Funding Recipient must ensure that all advertisements, promotional activities and any other public relations matters in relation to this Deed are consistent with the requirements of the Green Corps Guidelines.

© Commonwealth of Australia 2006

This corrected version was published on 1/11/07

This work is copyright. You may display, print and reproduce this material in unaltered form only (retaining this notice) for your personal, non-commercial use or use within your organisation. Apart from any use as permitted under the *Copyright Act 1968*, all other rights are reserved.

All references to the former DEWR have been replaced with DEEWR throughout this Contract as per the changes made in the General Contract Variation 4 and should be read as such in this Contract.

EMPLOYMENT SERVICES FUNDING DEED 2006–2009

PART D—SPECIFIC CONDITIONS

for

Green Corps

INTRODUCTION	14. ASSETS
1. APPLICATION AND DEFINITIONS	15. REPORTS
2. GREEN CORPS PROGRAMME PRINCIPLES	16. PROMOTION AND AWARENESS CAMPAIGN
3. OBJECTIVES OF THE GREEN CORPS PROGRAMME	17. INSURANCE
4. ACTIVITY AND TRANSITION PERIODS	18. NOTIFICATION TO CENTRELINK
5. THE SERVICES	SCHEDULE D1 GREEN CORPS PROGRAMME SERVICE GUARANTEE
6. UNVIABLE PROJECTS	SCHEDULE D2 KEY PERFORMANCE INDICATORS
7. CONTINUING IMPROVEMENT PRINCIPLES	SCHEDULE D3 REGIONAL AND REMOTE AREAS
8. ACHIEVEMENT OF KEY PERFORMANCE INDICATORS	SCHEDULE D4 DEED AND BUSINESS DETAILS
9. INCIDENTS INVOLVING THE GREEN CORPS PROGRAMME	
10. ESTABLISHMENT OF ACCOUNTS FOR FUNDING	
11. PAYMENT OF FUNDING	
12. BUDGET	
13. CORPORATE SPONSORSHIP	



INTRODUCTION

The Green Corps (Young Australians for the Environment) Programme is a voluntary, youth development and environmental training programme designed to provide participants with personal development, skill development, Accredited Training and On-the-Project Training and improved connections with their community. The Green Corps Programme aims to provide young people aged between 17-20 years with the opportunity to demonstrate their commitment to preserve and restore Australia's natural environment and cultural heritage.

The Funding Recipient is committed to achieving the Objectives of the Green Corps Programme and has agreed to conduct the Green Corps Programme in a diligent, cost effective and professional manner and in accordance with:

the terms and conditions of the Deed including this Part D;

the Programme Principles; and

the Green Corps Guidelines.

The Funding Recipient has submitted a proposal and fully informed itself on all aspects of the work required to be performed to conduct the Green Corps Programme.

This Part D, together with the Green Corps Guidelines is intended to cover the terms and conditions which are specific to the Green Corps Programme and on which the Parties have agreed that the Green Corps Programme will be conducted. They are in addition to the terms and conditions in Part A.

56. APPLICATION AND DEFINITIONS

Application

- 56.1 THE GENERAL CONDITIONS (PART A) APPLY TO THE INTERPRETATION OF THIS PART.
- 56.2 UNLESS OTHERWISE SPECIFIED, ALL REFERENCES TO CLAUSES IN THIS PART ARE REFERENCES TO CLAUSES IN PART D.

Definitions

- 56.3 IN THIS PART D, UNLESS THE CONTRARY INTENTION APPEARS:

'Account Manager' means the person for the time being holding, occupying or performing the duties of the office within DEEWR, specified in Item D4.1 of Schedule D4, who has the authority to receive and sign notices and written communications for DEEWR under this Part D;

'Accredited Training' means a programme of structured, formal training for a minimum period of 134 hours for each Green Corps Placement that is recognised by the Commonwealth Department of Education, Science and Training and includes first aid and occupational health and safety;

'Acquittal Report' means the report specified at clause 0;

‘Activity Period’ means the period specified at Item D4.4 of Schedule D4;

‘Activity Start Date’ means the date specified at Item D4.3 of Schedule D4;

‘Administration Payment’ means all the monies DEEWR pays to the Funding Recipient for the purposes of conducting the Green Corps Programme, which is calculated in accordance with clause 66.6 and includes any interest or other returns earned on that money, but does not include the Participant Allowance;

‘Approved Purposes’ means the purposes described in this Part D for which the Funding Recipient may use the Funding;

‘Australian Qualification Framework’ or **‘AQF’** means the set of qualifications for all post-compulsory education and training in Australia coordinated by the Department of Education, Science and Training;

‘Budget’ means the budget as described at Item D4.14 of Schedule D4 approved by DEEWR for expenditure of the Funding for the purposes of the Green Corps Programme under this Part D;

‘Completion Date’ means 31 December 2009;

‘Contact Person’ means the person for the time being holding, occupying, or performing the duties of the officer within the Funding Recipient, specified in Item D4.2 of Schedule D4, who has authority to receive and sign notices and written communications for the Funding Recipient under this Part D and accept any request or direction in relation to the Activity;

‘Contracted Placements’ means the total number of Green Corps Placements that the Funding Recipient must achieve pursuant to clause 60.4;

‘Corporate Sponsorship’ means any funds or equipment received by the Funding Recipient for the Green Corps Programme from anyone other than the Commonwealth, under an arrangement which requires the Funding Recipient to acknowledge in some way the contribution of those funds or equipment by the sponsor;

‘End of Project Report’ means the report specified in clause 0;

‘Green Corps Guidelines’ means DEEWR’s Guidelines for the Green Corps Programme, as varied by DEEWR from time to time at its absolute discretion and any other guidance including directions or bulletins, issued from time to time;

‘Green Corps Participant’ means a person who participates in a Green Corps Placement and who is aged 17 to 20 years at the time of commencement in the Green Corps Programme and who meets the selection criteria described in the Green Corps Guidelines;

‘Green Corps Placement’ means either:

- (a) a total of 26 weeks participation comprising of weeks or parts thereof, completed by one or more Green Corps Participants, on any Green Corps Project in each Financial Year during the Activity Period; or
- (b) where a Green Corps Participant in a particular Green Corps Project leaves the Green Corps Programme in order to move to employment or education and training after the first 13 weeks of participation in the Green Corps Project;

‘Green Corps Programme’ means the Commonwealth programme of that name administered by DEEWR and required to be conducted by the Funding Recipient under this Deed;

‘Green Corps Project’ means a project of 26 weeks duration that includes:

a Major Activity;

other activities performed for the purposes of the Green Corps Programme under this Deed linked by a theme, strategy or plan;

community activities nominated and developed by Green Corps Participants;

youth development and leadership activities designed to enable Green Corps Participants to improve their confidence and self esteem, team work and leadership skills;

On-the-Project Training; and

Accredited Training,

and which focuses on conserving, preserving or restoring Australia’s natural environment and cultural heritage;

‘Green Corps Project Criteria’ means the criteria set out in the Green Corps Guidelines in relation to Green Corps Projects;

‘Implementation Schedule Report’ means the report specified in clause 0;

‘Incident’ means any significant incident involving the Green Corps Programme, including:

- (a) any death or significant accident or injury involving a Green Corps Participant or a member of the public; or
- (b) any incident that may bring DEEWR or the Green Corps Programme into disrepute,

whether the Activity was run by the Funding Recipient or its subcontractors;

‘Key Performance Indicators’ or **‘KPIs’** mean the indicators specified at Schedule D2 with which the Funding Recipient must comply in accordance with clause 63 of this Part D;

‘Key Programme Documents’ mean the documents specified in clauses 60.1, 5.2 and 5.3 of this Part D;

‘Major Activity’ means an activity which is part of a Green Corps Project that:

- (a) **operates for at least 14 weeks during the term of the Green Corps Project; and**
- (b) **is supplemented by other activities that are linked by a theme, strategy or plan and which meet the Green Corps Project Criteria;**

‘Monthly Status Report’ means the report specified at clause 0;

‘Objectives’ mean the objectives for the Green Corps Programme set out at clause 58;

‘On-the-Project Training’ means the practical experience gained by Green Corps Participants involved in Green Corps Projects under this Deed;

‘Output’ means the outputs specified in Item D4.13 of Schedule D4 which are the agreed results that the Funding Recipient must achieve;

‘Participant Agreement’ means an agreement between the Funding Recipient and a Green Corps Participant which is made in accordance with, and is consistent with, the requirements of this Deed and the Green Corps Guidelines;

‘Participant Allowance’ means the amount payable by the Funding Recipient to each Green Corps Participant in accordance with the allowance rates specified in clause 11.9;

‘Participant Assessment’ means an assessment by the Funding Recipient of the training needs of each Green Corps Participant considering existing skills and any special needs, including coaching in literacy or life skills;

‘Partner Agency’ means the entity whose proposal for a Green Corps Project to the Funding Recipient has been accepted and who, under an arrangement with the Funding Recipient, contributes material and technical expertise to the Funding Recipient in relation to that proposed Green Corps Project;

‘PAYG’ has the same meaning as that term has under the *Taxation Administration Act 1953*;

‘Payment Summary’ has the same meaning as that term has under the *Taxation Administration Act 1953*;

‘Personnel’ means the persons engaged by the Funding Recipient for the purposes of conducting the Green Corps Programme, including Team Leaders, the Funding Recipient's employees, sub-contractors, volunteers and agents, but does not include Green Corps Participants;

‘Premises’ means premises occupied by the Funding Recipient where any obligation under this Deed is undertaken;

‘Programme Principles’ means those principles set out in clause 57;

‘Project Evaluation Panel’ means the committee referred to under clause 60 and described in the Green Corps Guidelines;

‘Project Proposal’ means;

a proposal by the Funding Recipient and/or a Partner Agency to DEEWR regarding a proposed Green Corps Project, which is in accordance with the requirements of the Green Corps Guidelines; or

a proposal, in accordance with the Green Corps Guidelines, forwarded to the Funding Recipient from potential Partner Agencies and/or interested persons regarding a proposed Green Corps Project or Major Activity;

‘Region’ means any of the Australian States and Territories as set out in Item D4.13 of Schedule D4;

‘Regional’ means those ESAs identified as Regional in Schedule D3;

‘Remote’ means those ESAs identified as Remote in Schedule D3;

‘Residential Activity’ means any activity where Green Corps Participants spend one or more nights away from their usual place of abode in accommodation arranged by the Funding Recipient for the purposes of performance of a Green Corps Project;

‘Round’ means one of the group of Green Corps Projects, that have been approved by DEEWR to be conducted by the Funding Recipient, and which are staggered over the course of a Financial Year as agreed by DEEWR;

‘Schedule’ is a schedule to this Part D;

‘Secretary’ means the person for the time being holding, occupying or performing the duties of the office of Secretary to DEEWR and includes any Assistant Secretary to DEEWR and any other person authorised in writing by the Secretary to perform any function or to exercise any of his or her powers under this Deed;

‘Services’ means the services to be performed by the Funding Recipient in accordance with clause 60;

‘Six Monthly Financial Report’ means the report specified at clause 0;

‘Stakeholders’ means community and government agencies with an interest in conservation, culture and heritage and natural resource management as set out in the Green Corps Guidelines;

‘Team Leader’ means a person appointed by the Funding Recipient who has the responsibility for supervising Green Corps Participants on a Green Corps Project;

‘Training’ means any training acceptable to DEEWR including, but not limited to, Accredited Training and On-the-Project Training;

‘Transition Period’ means 1 July 2009 to 31 December 2009;

‘Unemployment Allowance’ means Newstart Allowance and Youth Allowance; and

‘Unviable Project’ means a Green Corps Project which meets any of the criteria set out in clause 61 of this Part D.

57. GREEN CORPS PROGRAMME PRINCIPLES

57.1 IN ADDITION TO THE GREEN CORPS GUIDELINES, THE FUNDING RECIPIENT MUST CONDUCT THE GREEN CORPS PROGRAMME IN ACCORDANCE WITH THE FOLLOWING PROGRAMME PRINCIPLES:

the development of quality outcomes for young Australians, particularly in Regional and Remote areas, in the areas of youth development and employment opportunities for young people;

the establishment of strengthened connections with and participation in the community; and

the achievement of high quality, genuine environmental outcomes, which aid in the conservation, protection and restoration of Australia's natural and cultural heritage.

58. OBJECTIVES OF THE GREEN CORPS PROGRAMME

58.1 THE FUNDING RECIPIENT MUST CONDUCT THE GREEN CORPS PROGRAMME WITH THE AIM OF ACHIEVING THE FOLLOWING OBJECTIVES:

to provide young people, aged 17-20 years, with quality training and experience through structured and supervised Green Corps Projects that focus on areas where conservation of the natural environment and cultural heritage restoration is required;

to contribute to high priority conservation projects and promote environmental, conservation and natural heritage outcomes and through this benefit the community and the environment; and

to contribute to Green Corps Participants':

- (i) personal development, including team work and leadership skills;
- (ii) skill development and training through activities that are structured and sequential in their learning outcomes;
- (iii) strengthened connections with the community through relationships, participation and contribution to the community; and
- (iv) improved career and employment prospects through Accredited Training and On-the-Project Training.

59. ACTIVITY AND TRANSITION PERIODS

- 59.1 THE FUNDING RECIPIENT MUST MEET ALL ITS OBLIGATIONS UNDER THIS DEED DURING THE ACTIVITY PERIOD.
- 59.2 DURING THE TRANSITION PERIOD, THE FUNDING RECIPIENT:
must continue to meet all its obligations under this Deed, including delivery of the Services and submission of all Reports, in respect of Green Corps Projects commenced before the start of the Transition Period; but must not commence any new Green Corps Projects.
- 59.3 SUBJECT TO CLAUSE 59.4, NO OBLIGATIONS CONTINUE TO BE OPERATIVE UNDER THIS PART D AFTER THE COMPLETION DATE.
- 59.4 IN ACCORDANCE WITH CLAUSE 2.9 OF PART A, CLAUSES 4 [ACTIVITY AND TRANSITION PERIODS], 60 [THE SERVICES], 64 [INCIDENTS INVOLVING THE GREEN CORPS PROGRAMME], 69 [ASSETS] AND 9 [REPORTS] SURVIVE THE EXPIRATION OR TERMINATION OF THIS DEED.

60. THE SERVICES

KEY PROGRAMME DOCUMENTS

- 60.1 DEEWR WILL ISSUE TO THE FUNDING RECIPIENT:
a copy of the Green Corps Guidelines;
a copy of DEEWR's disciplinary and appeal procedures for Green Corps Participants;
a copy of DEEWR's guidelines for dealing with Green Corps Participants aged under 18;
a copy of DEEWR's guidelines for Residential Activities;
a copy of the Partner Agency application form and Participant Agreement form;
a copy of DEEWR's instructions to assist Green Corps Participants to complete their Participant Agreement.
- 60.2 THE FUNDING RECIPIENT MUST, WITHIN 40 BUSINESS DAYS FROM THE COMMENCEMENT DATE, PROVIDE TO DEEWR FOR APPROVAL, A COMPREHENSIVE AND DETAILED PACKAGE OF KEY PROGRAMME DOCUMENTS WHICH MUST INCLUDE:
the Funding Recipient's proposed approach to strategic management of the Green Corps Programme, including but not limited to:
- (i) the Funding Recipient's strategic plan prepared in accordance with the Green Corps Guidelines; and

- (ii) the Funding Recipient's operational plan detailing the Funding Recipient's approach to the implementation and ongoing management of the Green Corps Programme.

the Funding Recipient's proposed risk management plan under the Green Corps Programme, including but not limited to:

- (iii) an analysis of the risks and contingencies relating to the Green Corps Programme that may arise during the Term of this Deed; and
- (iv) procedures to manage and mitigate any such risks and contingencies (including possible Incidents).

the Funding Recipient's proposed operations and procedures manual, including but not limited to:

- (v) a copy of the Green Corps Guidelines;
- (vi) details of each aspect of the Green Corps Programme, including the training, safety, and welfare of Green Corps Participants;
- (vii) the roles and responsibilities of the Funding Recipient and its Personnel;
- (viii) a clear and prominent statement that work undertaken by Green Corps Participants is not performed on a fee for service basis;
- (ix) a copy of DEEWR's disciplinary and appeal procedures for Green Corps Participants;
- (x) a copy of DEEWR's guidelines for dealing with Green Corps Participants aged under 18;
- (xi) a copy of DEEWR's guidelines for Residential Activities;
- (xii) a copy of the Partner Agency application form and Participant Agreement form;
- (xiii) a copy of DEEWR's instructions to assist Green Corps Participants to complete their Participant Agreement;
- (xiv) Funding Recipient contact details in each Region;
- (xv) instructions for providing the reporting information required by DEEWR; and
- (xvi) a plan to include young people with disabilities in the Green Corps Programme.

60.3 THE FUNDING RECIPIENT MUST ENSURE THAT THE KEY PROGRAMME DOCUMENTS PREPARED BY THE FUNDING RECIPIENT COMPLY WITH THIS DEED AND THE GREEN CORPS GUIDELINES.

Outputs

60.4 THE FUNDING RECIPIENT MUST, UNLESS OTHERWISE AGREED IN WRITING WITH DEEWR, MEET THE FOLLOWING OUTPUTS:

Green Corps Participants have commenced in the Contracted Placements in each Financial Year during the Activity Period as set out in Item D4.13 of Schedule D4; and

the total number of Green Corps Placements;

per Region; and

in Regional and Remote areas of each Region as set out in Item D4.13 of Schedule D4

in each Financial Year.

Receipt, development and recording of Project Proposals

60.5 THE FUNDING RECIPIENT MUST, IN ACCORDANCE WITH THE GREEN CORPS GUIDELINES:

source Project Proposals from a range of potential Partner Agencies;

provide assistance and information to potential Partner Agencies and/or other interested persons wishing to make a Project Proposal;

consult and work in conjunction with relevant Stakeholders;

develop and progress Project Proposals in accordance with:

(i) the Green Corps Project Criteria; and

(ii) any additional requirements set out in the Green Corps Guidelines.

maintain a register of all Project Proposals received; and

retain copies of all Project Proposals.

Submission of Project Proposals to the Project Evaluation Panel

60.6 THE FUNDING RECIPIENT MUST:

within at least 10 Business Days before the relevant Project Evaluation Panel meeting as notified by DEEWR, submit to DEEWR, for consideration by the Project Evaluation Panel, all Project Proposals relating to Green Corps Projects received by the Funding Recipient for the relevant Round;

ensure that all Project Proposals submitted to DEEWR for consideration by the Project Evaluation Panel are complete and include all required documentation in accordance with the Green Corps Guidelines; and

make itself available to consult with the Project Evaluation Panel as required in relation to all Project Proposals submitted to the Project Evaluation Panel.

60.7 THE FUNDING RECIPIENT MUST COMPLY WITH THE REASONABLE DIRECTIONS OF THE PROJECT EVALUATION PANEL REGARDING THE EVALUATION OF PROJECT PROPOSALS, INCLUDING BUT NOT LIMITED

TO:

obtaining further information (as required for evaluation purposes) for particular Project Proposals; and

any other obligations imposed by the Green Corps Guidelines.

- 60.8 UNLESS OTHERWISE EXPRESSED IN THIS DEED, THE PROJECT EVALUATION PANEL WILL HAVE NO AUTHORITY TO WAIVE ANY PROVISION OF, OR RELEASE THE FUNDING RECIPIENT FROM, ANY OF ITS OBLIGATIONS UNDER THIS DEED.
- 60.9 ONCE THE PROJECT EVALUATION PANEL HAS MADE ITS EVALUATION AND RECOMMENDATIONS, THE FUNDING RECIPIENT MUST:
- only select Project Proposals from the range of Project Proposals which have been endorsed by the Project Evaluation Panel as appropriate; and**
- at least 50 Business Days prior to the commencement of each Round, submit the Project Proposals selected in accordance with clause 5.9(a) to DEEWR for its approval.**
- 60.10 ONCE DEEWR HAS APPROVED A PROJECT PROPOSAL, THE FUNDING RECIPIENT MUST CONDUCT THE RELEVANT GREEN CORPS PROJECT IN ACCORDANCE WITH THIS DEED AND THE GREEN CORPS GUIDELINES.
- Selection of persons as Green Corps Participants and Participant Agreements
- 60.11 SUBJECT TO CLAUSE 60.12, THE FUNDING RECIPIENT MUST:
- manage the selection of persons as Green Corps Participants against the selection criteria and in accordance with the selection processes which are described in the Green Corps Guidelines;**
- where a person is referred to it through a Job Network member, recruit that person as a Green Corps Participant ahead of other applicants with a similar capacity to meet the selection criteria referred to in clause 60.110;**
- provide reasonable assistance and information to persons wishing to become Green Corps Participants (particularly in relation to persons in Regional and Remote areas); and**
- endeavour to ensure that Green Corps Participants are representative of the Australian youth community.**
- 60.12 DEEWR MAY APPROVE THE SELECTION OF A PERSON WHO IS OUTSIDE THE TARGET AGE RANGE SPECIFIED IN CLAUSE 3.1(A) AS A GREEN CORPS PARTICIPANT, SUBJECT TO CONDITIONS DETAILED IN THE GREEN CORPS GUIDELINES.

60.13 ONCE GREEN CORPS PARTICIPANTS ARE SELECTED, THE FUNDING RECIPIENT MUST:

conduct a Participant Assessment for each Green Corps Participant;

enter into a Participant Agreement with each Green Corps Participant (and, in the event that the Green Corps Participant is a minor, his/her parent or guardian) which must, at least, include:

- (i) hours of attendance of 35 hours per week, or as specified in the Green Corps Guidelines, the duration of their placement and the relevant rate of payment to them;
- (ii) the Accredited Training to be undertaken;
- (iii) the On-The-Project Training to be undertaken;
- (iv) the hours of Training to be provided during the Green Corps Placement;
- (v) assistance to be given to the Green Corps Participant to enable the Green Corps Participant to gain employment;
- (vi) other Training and support that any subcontractor under this Deed will give the Green Corps Participant;
- (vii) the Green Corps Participant's rights of appeal in relation to their treatment during their Green Corps Placement or, in the event of termination of their Green Corps Placement;
- (viii) a consent by the Green Corps Participant to the disclosure of their Personal Information by the Funding Recipient to DEEWR;
- (ix) an acknowledgement from the Green Corps Participant that:
 - A. there is no employment relationship between the Funding Recipient and the Green Corps Participant and/or DEEWR; and
 - B. the Green Corps Participant is not eligible for annual leave or superannuation entitlements;
- (x) rights to terminate the Participant Agreement that are consistent with DEEWR's rights to terminate a Project under this Deed; and
- (xi) any other details required in relation to Participant Agreements in the Green Corps Guidelines;

reach agreement with each Green Corps Participant on the content of the Participant Agreement before that Green Corps Participant begins a Green Corps Placement; and

provide to each Green Corps Participant a copy of the Green Corps Service Guarantee, and an explanation of how the Funding Recipient will comply with the Green Corps Service Guarantee with respect to that Green Corps Participant.

Responsibility for leave and other entitlements

60.14 SUBJECT TO CLAUSE 60.15, THE FUNDING RECIPIENT ACKNOWLEDGES THAT DEEWR HAS NO RESPONSIBILITY TO THE FUNDING RECIPIENT OR THE PERSONNEL OR GREEN CORPS PARTICIPANTS IN RESPECT OF REMUNERATION, ANNUAL LEAVE, LONG SERVICE LEAVE, REDUNDANCY PAYMENTS OR OTHER SIMILAR BENEFITS, INCLUDING BUT NOT LIMITED TO, SUPERANNUATION (IF APPLICABLE), UNDER ANY LAW OR INDUSTRIAL INSTRUMENT.

Superannuation and annual leave indemnity

60.15 SUBJECT TO THIS CLAUSE, IF FOR ANY REASON, A FINAL DECISION OF A COURT IS THAT A COMMON LAW EMPLOYMENT RELATIONSHIP EXISTS BETWEEN THE FUNDING RECIPIENT AND GREEN CORPS PARTICIPANTS, AND AS A RESULT OF THAT DECISION, THE FUNDING RECIPIENT IS REQUIRED TO PAY SUPERANNUATION AND/OR ANNUAL LEAVE PAYMENTS FOR, OR TO, THE GREEN CORPS PARTICIPANTS, DEEWR WILL INDEMNIFY THE FUNDING RECIPIENT AND HOLD THE FUNDING RECIPIENT INDEMNIFIED AGAINST SUCH PAYMENTS WHICH THE FUNDING RECIPIENT MAKES FOR SUPERANNUATION AND ANNUAL LEAVE TO THE TOTAL SUM SET OUT AT ITEM D4.15 OF SCHEDULE D4 FOR THE TERM OF THIS DEED.

60.16 IN ESTABLISHING, CONDUCTING AND MANAGING THE GREEN CORPS PROGRAMME AND ANY GREEN CORPS PARTICIPANTS, THE FUNDING RECIPIENT MUST DO ALL THINGS REASONABLE AND NECESSARY TO ENSURE AN EMPLOYMENT RELATIONSHIP DOES NOT ARISE BETWEEN THE FUNDING RECIPIENT AND ANY GREEN CORPS PARTICIPANTS.

60.17 THE INDEMNITY GIVEN IN CLAUSE 60.15 DOES NOT APPLY:

to any period during which a Green Corps Participant is not in a Green Corps Placement; and

in respect of an employment relationship that is found to have arisen between the Funding Recipient and any Green Corps Participant as a result of wilful or negligent conduct or from a breach of the obligations under clause 60.16 above, or under this Deed generally on the part of the Funding Recipient; and

unless the Funding Recipient:

- (i) notifies DEEWR in writing of the claim within 15 Business Days following the receipt of notice of any claim;
- (ii) if and when required by DEEWR, and provided DEEWR is not prevented by law from doing so, permits DEEWR to have full control of the claim using legal representation of its own choice; and
- (iii) if DEEWR does not take control of the claim or other action, defends the claim or other action diligently and professionally; and

if the Funding Recipient has:

- (iv) made any admission in respect of any claim; or
- (v) taken any action relating to any claim prejudicial to the defence of it without the prior written consent of DEEWR, such consent not to be unreasonably withheld; and

unless the Funding Recipient, at the Funding Recipient's cost, renders all reasonable assistance to DEEWR in handling the claims or other actions.

Participant survey forms

- 60.18 DEEWR WILL PROVIDE TO THE FUNDING RECIPIENT A GREEN CORPS PARTICIPANT SURVEY FORM TO BE COMPLETED BY EACH GREEN CORPS PARTICIPANT ON COMMENCEMENT IN THE GREEN CORPS PROGRAMME.
- 60.19 THE FUNDING RECIPIENT MUST SUBMIT TO DEEWR A COMPLETED GREEN CORPS PARTICIPANT SURVEY FORM FOR EACH GREEN CORPS PARTICIPANT IN ACCORDANCE WITH THE GREEN CORPS GUIDELINES.

Replacement of Green Corps Participants

- 60.20 UNLESS OTHERWISE AGREED BY DEEWR IN WRITING, IF A GREEN CORPS PARTICIPANT WITHDRAWS FROM A GREEN CORPS PROJECT WITHIN THE FIRST 13 WEEKS OF THAT PROJECT, THE FUNDING RECIPIENT MUST PROVIDE A REPLACEMENT GREEN CORPS PARTICIPANT.
- 60.21 IF A REPLACEMENT GREEN CORPS PARTICIPANT IS UNABLE TO BE PLACED, THE FUNDING RECIPIENT MUST PROVIDE TO DEEWR THE REASON(S) WHY IT WAS UNABLE TO DO SO IN WRITING.
- 60.22 THE FUNDING RECIPIENT MUST PROVIDE TO DEEWR DETAILS OF EACH WITHDRAWAL AND REPLACEMENT OF A GREEN CORPS PARTICIPANT DURING THE COURSE OF A GREEN CORPS PROJECT IN THE RELEVANT END OF PROJECT REPORT SPECIFIED AT CLAUSE 15.1(B).
- 60.23 THE PARTIES AGREE THAT A REPLACEMENT GREEN CORPS PARTICIPANT WILL COUNT TOWARDS THE TOTAL NUMBER OF GREEN CORPS PLACEMENTS, BUT THAT DEEWR WILL NOT ADVANCE THE FUNDING RECIPIENT ANY ADDITIONAL FUNDS FOR THE REPLACEMENT OF GREEN CORPS PARTICIPANTS.

Conduct of Green Corps Projects

- 60.24 THE FUNDING RECIPIENT MUST:
- take full responsibility for each Green Corps Project, including the quality, coordination and appropriateness of activities undertaken by Green Corps Participants;**

ensure that the conduct of each Green Corps Project complies with the Green Corps Guidelines; and

ensure that the costs to the Funding Recipient of conducting each Green Corps Project (including, but not limited to, fees, books, equipment and travel to and from Green Corps Project sites and/or training venues) are paid for in full from the Administration Payment.

60.25 THE FUNDING RECIPIENT MUST CONDUCT GREEN CORPS PROJECTS IN ROUNDS, WITH EACH ROUND COMMENCING AS FOLLOWS:

in Financial Year 2006/07, in November and February;

in Financial Years 2007/08 and 2008/09, in July, September, November and February; or

on dates as agreed in writing with DEEWR.

60.26 IN CONDUCTING EACH GREEN CORPS PROJECT, THE FUNDING RECIPIENT MUST:

ensure that all relevant Personnel, including Team Leaders, have:

- (i) a high level of skill, training and/or experience in:
 - A. the activities forming part of each Green Corps Project in which they are engaged;
 - B. working with, training and supervising persons in such activities;
 - C. addressing the special needs of Green Corps Participants who are:
 - 1) under the age of 18;
 - 2) Indigenous Australians;
 - 3) female;
 - 4) from culturally and linguistically diverse backgrounds; or
 - 5) persons with a disability;
- (ii) had character, police and background checks as specified in the Green Corps Guidelines and as required by law (including State and Territory law), and have passed such checks prior to being given responsibility for supervision of Green Corps Participants;

develop and distribute to all Personnel responsible for the conduct of each Green Corps Project, a resource manual which must include, but is not limited to:

- (iii) the Green Corps Guidelines;
- (iv) disciplinary and appeal procedures as provided by DEEWR;
- (v) guidelines for dealing with Green Corps Participants aged under 18 as provided by DEEWR; and

(vi) any other information as reasonably required by DEEWR and notified to the Funding Recipient from time to time;

maintain a high level of supervision with regard at all times to the health, welfare and safety of Green Corps Participants while undertaking each Green Corps Project;

supervise Green Corps Participants at a ratio of not less than 1 Team Leader to 10 Green Corps Participants at all times, unless DEEWR provides its written approval to an increased ratio;

ensure that hours of attendance by Green Corps Participants do not exceed 7 hours per day, and include a short break of at least 15 minutes every morning and every afternoon;

ensure that Green Corps Participants are allowed a luncheon break of at least one hour. The luncheon break is not counted in the 7 hours of attendance referred to in subclause 0 above;

in relation to Residential Activities, provide adequate out-of-hours supervision;

manage the behaviour of Green Corps Participants and implement strategies to address potential and actual misbehaviour in accordance with the Funding Recipient's operations and procedures manual (as approved by DEEWR), and the Green Corps Guidelines;

maintain best practice procedures and mechanisms for dealing, in a timely manner, with complaints or allegations made:

(vii) by Green Corps Participants about the conduct of Personnel; or

(viii) by members of the public about the conduct of Green Corps Participants or Personnel;

supply each Green Corps Participant with a uniform and necessary safety equipment, as specified in the Green Corps Guidelines, in sufficient quantities to meet the needs of each Green Corps Project;

ensure that Green Corps Participants;

(ix) wear the Green Corps uniform during the course of each Green Corps Project; and

(x) take reasonable care of, and responsibility for, the uniforms and any safety equipment provided to them;

ascertain and meet the work safety standards of the relevant Commonwealth, and State or Territory authorities for each particular Green Corps Project;

provide each Green Corps Project with a first aid kit which must be reviewed and restocked on a regular basis;

where possible, provide toilet facilities at Green Corps Project sites for Green Corps Participants in accordance with the Green Corps Guidelines;

ensure that Green Corps Participants have access to a supply of drinkable water at all times;

ensure that all Green Corps Participants are transported in vehicles that meet the requirements set out in the Green Corps Guidelines;

in relation to Residential Activities, negotiate with the relevant Partner Agency in relation to payment for accommodation and meals for Green Corps Participants, and where the Funding Recipient agrees to meet any part of these costs, do so from the Administration Payment; and



ensure that Green Corps Participants are provided with a certificate or other documentary evidence of their successful completion of their Accredited Training and Green Corps Placements.

60.27 THE FUNDING RECIPIENT MUST:

undertake the monitoring of environmental and project outcomes as specified in the Green Corps Guidelines; and

regularly liaise with DEEWR and Partner Agencies (as reasonably required) to ensure that the Green Corps Projects are successfully managed.

Participant Allowance Payments

60.28 THE FUNDING RECIPIENT MUST PAY GREEN CORPS PARTICIPANTS THE PARTICIPANT ALLOWANCE:

fortnightly in arrears;

directly into an account nominated by each Green Corps Participant; and

at the rate specified in clause 66.9;

for the duration of their participation on a Green Corps Project.

60.29 THE FUNDING RECIPIENT MUST NOT EXPEND PARTICIPANT ALLOWANCE FOR ANY PURPOSE OTHER THAN THE PAYMENT OF PARTICIPANT ALLOWANCE TO GREEN CORPS PARTICIPANTS.

60.30 THE FUNDING RECIPIENT MUST ADJUST THE PAYMENT OF PARTICIPANT ALLOWANCE TO ACCOUNT FOR ANY UNAUTHORISED NON-ATTENDANCE BY GREEN CORPS PARTICIPANTS.

60.31 THE FUNDING RECIPIENT MUST, IN RELATION TO PARTICIPANT ALLOWANCE:

collect and remit PAYG tax instalments in accordance with the *Taxation Administration Act 1953*;

provide each Green Corps Participant with a fortnightly statement of the amount they receive;

issue Green Corps Participants with a Payment Summary for each Financial Year in which they participate in a Green Corps Project; and

meet all other requirements under relevant income taxation legislation.

Training

60.32 THE FUNDING RECIPIENT MUST:

assess the training needs of each Green Corps Participant;

provide On-the-Project Training;

provide career counselling; and

provide a minimum of 134 hours of Accredited Training per Green Corps Placement.

- 60.33 ACCREDITED TRAINING MUST:
include first aid and occupational health and safety;
be conducted by an accredited training provider; and
allow each Green Corps Participant to undertake and complete a certificate at AQF Certificate I level.

61. UNVIABLE PROJECTS

Description of Unviable Project

- 61.1 THE FUNDING RECIPIENT MUST NOTIFY DEEWR IMMEDIATELY IF A GREEN CORPS PROJECT:
does not commence as scheduled, unless DEEWR has given its prior written consent to a delayed commencement; or
has a 40% or more withdrawal rate of Green Corps Participants at any time; or
is viewed by the Funding Recipient as being or becoming unviable and unable to be continued; or
significantly deviates from the Implementation Schedule Report as required under clause 9.1(a);
and such a Green Corps Project may be determined by DEEWR to be an Unviable Project.

CONSULTATIONS REGARDING VIABILITY

- 61.2 DEEWR MAY CONSULT WITH THE FUNDING RECIPIENT AT ANY TIME TO DISCUSS THE VIABILITY OF A GREEN CORPS PROJECT IF:
it seems to DEEWR that any of the situations in clause 61.1 have occurred; or
DEEWR is concerned due to issues raised in any of the reports submitted under clause 9; and
it is viewed by DEEWR as being unviable and unable to be continued.

Funding of Unviable Projects

- 61.3 IF A GREEN CORPS PROJECT IS DETERMINED BY DEEWR TO BE AN UNVIABLE PROJECT UNDER THIS CLAUSE, DEEWR MAY WITHDRAW FUNDING FROM THE GREEN CORPS PROJECT BY NOTICE TO THE FUNDING RECIPIENT. ANY FUNDING SO WITHDRAWN MUST, AT DEEWR'S ABSOLUTE DISCRETION, EITHER BE REFUNDED TO DEEWR WITHIN 20 BUSINESS DAYS OF NOTICE FROM DEEWR OF ITS DETERMINATION, OR WILL BE DEDUCTED FROM THE FUNDING TO BE PAID AT THE BEGINNING OF THE FOLLOWING ROUND.

62. CONTINUOUS IMPROVEMENT PRINCIPLES

62.1 THE PARTIES ARE COMMITTED TO THE PRINCIPLES OF CONTINUOUS IMPROVEMENT IN CONDUCTING THE GREEN CORPS PROGRAMME. THE FUNDING RECIPIENT MUST:

use a continuous improvement framework, in delivering the Green Corps Programme;

continually document and learn from its practical experience in the Green Corps Programme; and

use the practical knowledge gained to improve and develop its conduct of the Green Corps Programme.

63. ACHIEVEMENT OF KEY PERFORMANCE INDICATORS

63.1 FOR THE PURPOSES OF PART A CLAUSES 1.1 [INTERPRETATION AND PRECEDENCE] AND 19 [PERFORMANCE MANAGEMENT], THE KEY PERFORMANCE INDICATORS FOR THE GREEN CORPS PROGRAMME ARE SPECIFIED IN SCHEDULE D2.

63.2 THE FUNDING RECIPIENT MUST MEET THE PERFORMANCE BENCHMARKS SPECIFIED IN SCHEDULE D2.

63.3 THE PARTIES AGREE TO MEET REGULARLY AT THE INTERVALS DESCRIBED IN THE GREEN CORPS GUIDELINES TO DISCUSS AND REVIEW THE PROGRESS OF THE FUNDING RECIPIENT IN MEETING THE KEY PERFORMANCE INDICATORS.

63.4 THE PERFORMANCE OF THE FUNDING RECIPIENT WILL BE FORMALLY ASSESSED AGAINST THE KEY PERFORMANCE INDICATORS AND OTHER MEASURES IN ACCORDANCE WITH CLAUSE 19 OF PART A OF THIS DEED.

64. INCIDENTS INVOLVING THE GREEN CORPS PROGRAMME

Rights in relation to Incidents

64.1 IF AN INCIDENT OCCURS, OR MAY OCCUR, AT ANY TIME DURING THE ACTIVITY PERIOD, OR THE TRANSITION PERIOD OR DEEWR NOTIFIES THE FUNDING RECIPIENT THAT IT IS CONCERNED THAT AN INCIDENT HAS OCCURRED, OR MAY OCCUR, THE FUNDING RECIPIENT MUST REPORT TO DEEWR WITHIN 24 HOURS BY PHONE OR EMAIL ON THE ACTUAL OR POTENTIAL INCIDENT.

64.2 THE FUNDING RECIPIENT MUST, WITHIN 14 DAYS, PREPARE A DETAILED REPORT TO DEEWR THAT, AT LEAST, INCLUDES THE FOLLOWING DETAILS:

the nature of, and circumstances surrounding, the Incident;

the steps the Funding Recipient has taken, and will take to manage the Incident;

the steps the Funding Recipient has taken, and will take to reduce the risk that the Incident will occur in the future; and

how the Funding Recipient plans to manage Green Corps Participants that may be affected by the Incident to minimise any disruption to their Green Corps Placements.

64.3 UPON RECEIPT OF THE REPORT FROM THE FUNDING RECIPIENT IN ACCORDANCE WITH CLAUSE 64.2, DEEWR MAY EITHER:

direct the Funding Recipient to terminate or suspend the particular Green Corps Project affected by the Incident; or

direct the Funding Recipient to continue the particular Green Corps Project affected by the Incident, subject to any terms and conditions that DEEWR may notify,

and the Funding Recipient must immediately comply with such a direction.

Liability in relation to termination or suspension of a Project

64.4 IN THE EVENT OF TERMINATION OR SUSPENSION OF A GREEN CORPS PROJECT UNDER THIS CLAUSE, DEEWR WILL NOT BE LIABLE FOR ANY COSTS INCURRED BY THE FUNDING RECIPIENT ATTRIBUTABLE TO THE TERMINATION OR SUSPENSION OF THAT GREEN CORPS PROJECT.

65. ESTABLISHMENT OF ACCOUNTS FOR FUNDING

65.1 THE FUNDING RECIPIENT MUST, WITHIN 10 BUSINESS DAYS OF THE COMMENCEMENT DATE OPEN TWO SEPARATE ACCOUNTS WITH AN AUTHORISED DEPOSIT-TAKING INSTITUTION AUTHORISED UNDER THE *BANKING ACT 1958* (CTH) TO CARRY ON BUSINESS IN AUSTRALIA, AS FOLLOWS:

an account being for the sole purpose of holding, and accounting for, any Participant Allowance paid by DEEWR to the Funding Recipient under this Deed; and

an account for the sole purpose of holding, and accounting for, any Administration Payments paid by DEEWR to the Funding Recipient under this Deed.

65.2 THE REQUIREMENTS SET OUT IN CLAUSE 9.3 OF PART A OF THIS DEED, APPLY TO BOTH ACCOUNTS ESTABLISHED UNDER CLAUSE 10.

65.3 THE FUNDING RECIPIENT MUST ENSURE THAT THE ACCOUNTS ESTABLISHED UNDER CLAUSE 10 DO NOT GO INTO DEBIT OR OVERDRAFT AT ANY TIME DURING THE ACTIVITY PERIOD.

66. PAYMENT OF FUNDING

Payment of the Funding by DEEWR

66.1 ALL PAYMENTS UNDER THIS PART D ARE FUNDING FOR THE PURPOSES OF PART A OF THIS DEED.

66.2 SUBJECT TO DEEWR'S RECEIPT OF A TAX INVOICE IN ACCORDANCE WITH CLAUSE 11.4, AND DEEWR'S SATISFACTION WITH THE FUNDING RECIPIENT'S PERFORMANCE UNDER THIS DEED, DEEWR WILL PAY TO THE FUNDING RECIPIENT THE FUNDS BY ELECTRONIC TRANSFER INTO THE ACCOUNTS ESTABLISHED IN ACCORDANCE WITH CLAUSE 10.

66.3 THE FUNDING WILL CONSIST OF TWO TYPES OF PAYMENTS:

**Administration Payments; and
Participant Allowance.**

66.4 TAX INVOICES SUBMITTED TO DEEWR BY THE FUNDING RECIPIENT MUST INCLUDE THE FOLLOWING DETAILS:

**the Deed identification number and Programme name;
the Funding Recipient's contract name and ABN; and
the Round in respect of which the payment is claimed.**

Administration Payments

66.5 DEEWR WILL PAY ADMINISTRATION PAYMENTS IN ADVANCE TO THE FUNDING RECIPIENT PROVIDED THAT A TAX INVOICE IS SUBMITTED NO LESS THAN 20 BUSINESS DAYS BEFORE THE FIRST DAY OF JANUARY AND JULY OF EACH FINANCIAL YEAR.

66.6 THE AMOUNT OF ADMINISTRATION PAYMENTS WILL BE CALCULATED ON THE BASIS OF THE CONTRACTED PLACEMENTS PER FINANCIAL YEAR IN ACCORDANCE WITH ITEM D4.13 IN SCHEDULE D4, OR AS OTHERWISE AGREED IN WRITING WITH DEEWR.

Participant Allowance Payments

66.7 THE FUNDING RECIPIENT WILL RECEIVE FUNDING FOR PARTICIPANT ALLOWANCE PAYMENTS PRIOR TO THE COMMENCEMENT OF EACH ROUND.

66.8 SUBJECT TO CLAUSE 11.11, THE PARTICIPANT ALLOWANCE FOR EACH ROUND WILL BE BASED ON:

**the number of Green Corps Participants registered for the Round;
a 90% retention rate of Green Corps Participants; and
the rate of Participant Allowance specified in clause 11.9.**

- 66.9 SUBJECT TO CLAUSE 11.11, THE WEEKLY PARTICIPANT ALLOWANCE FOR THE TERM OF THIS DEED IS:
- \$283 per week for Financial Year 2006/07;**
\$291 per week for Financial Year 2007/08; and
\$300 per week for Financial Year 2008/09.
- 66.10 THE RATE OF PARTICIPANT ALLOWANCE PAYABLE AT THE COMMENCEMENT OF A GREEN CORPS PROJECT IS FIXED FOR THE DURATION OF THE GREEN CORPS PROJECT, REGARDLESS OF WHETHER THE DURATION OF THE GREEN CORPS PROJECT EXTENDS INTO THE FOLLOWING FINANCIAL YEAR.
- 66.11 THE PARTICIPANT ALLOWANCE MAY BE VARIED FROM TIME TO TIME BY NOTICE FROM DEEWR.
- Unexpended Payments
- 66.12 THE FUNDING RECIPIENT MUST IDENTIFY AND REPORT ANY PORTION OF THE ADMINISTRATION PAYMENTS OR THE PARTICIPANT ALLOWANCE PAYMENTS WHICH HAVE NOT BEEN USED FOR APPROVED PURPOSES AS 'UNEXPENDED FUNDS' IN THE SIX MONTHLY FINANCIAL REPORT.
- 66.13 IN THE EVENT THAT THERE ARE UNEXPENDED FUNDS SHOWN IN THE SIX MONTHLY FINANCIAL REPORT, THEN THESE FUNDS MAY BE USED BY THE FUNDING RECIPIENT AS FOLLOWS:
- If Unexpended Funds are less than or equal to \$50,000 or 15% of the Budget for the relevant Financial Year (whichever is the lesser), the Funding Recipient must retain the Unexpended Funds for use in Green Corps Projects over the next six month period.**
- If Unexpended Funds are more than \$50,000 or 15% of the Budget for the relevant Financial Year (whichever is the lesser), the Funding Recipient must provide advice to DEEWR, which accompanies the Six Monthly Financial Report which:**
- (i) must indicate why the Unexpended Funds have not been used; and
 - (ii) may propose an alternative use of the Unexpended Funds for approval by DEEWR in accordance with the Objectives.
- If DEEWR does not approve any proposed alternative use, and in the event of a further payment being due under this Deed, DEEWR may, at its absolute discretion, reduce the next payment of Participant Allowance or Administration Payments due under this Deed, by an amount not to exceed the level of Unexpended Funds.**
- If no further payment is due, all Unexpended Funds must be refunded to DEEWR at the Completion Date.**
- If this Deed is terminated, all Unexpended Funds must be refunded to DEEWR within 20 Business Days of Termination.**

67. BUDGET

- 67.1 THE BUDGET FOR THE GREEN CORPS PROGRAMME IS AT ITEM D4.14 OF SCHEDULE D4.

68. CORPORATE SPONSORSHIP

Seeking Corporate Sponsorship

- 68.1 SUBJECT TO THIS CLAUSE 68 AND CLAUSE 8 OF PART A OF THIS DEED, THE FUNDING RECIPIENT MAY SEEK AND OBTAIN CORPORATE SPONSORSHIP FOR GREEN CORPS PROJECTS.
- 68.2 THE FUNDING RECIPIENT MUST OBTAIN APPROVAL FROM DEEWR BEFORE SEEKING OR ACCEPTING ANY SUCH CORPORATE SPONSORSHIP AND DEEWR MAY ATTACH CONDITIONS TO ANY APPROVAL.
- 68.3 THE FUNDING RECIPIENT MUST BRING ANY CORPORATE SPONSORSHIP ARRANGEMENT TO AN END IF DEEWR WITHDRAWS ITS APPROVAL.
- 68.4 DEEWR MAY WITHHOLD OR WITHDRAW ITS APPROVAL OF ANY CORPORATE SPONSORSHIP AT ANY TIME, IN ITS ABSOLUTE DISCRETION.

Treatment of Corporate Sponsorship

- 68.5 ANY CORPORATE SPONSORSHIP IN CASH PROVIDED TO THE FUNDING RECIPIENT MUST BE EXPENDED, ACCOUNTED FOR AND TREATED IN THE SAME WAY AS THE FUNDING FOR ADMINISTRATION PAYMENTS.
- 68.6 ANY IN-KIND CORPORATE SPONSORSHIP PROVIDED TO THE FUNDING RECIPIENT MUST BE ACCOUNTED FOR AND TREATED IN ACCORDANCE WITH THE GREEN CORPS GUIDELINES.

No claims against the Commonwealth

- 68.7 THE FUNDING RECIPIENT AGREES THAT THE COMMONWEALTH WILL NOT BE LIABLE TO THE FUNDING RECIPIENT FOR ANY ACTION TAKEN BY THE COMMONWEALTH, OR THE FAILURE TO TAKE ANY SUCH ACTION, UNDER THIS DEED OR OTHERWISE IN RESPECT OF THE GREEN CORPS PROGRAMME, WHICH CAUSES THE FUNDING RECIPIENT TO SUFFER A LOSS OF CORPORATE SPONSORSHIP.
- 68.8 THE FUNDING RECIPIENT INDEMNIFIES THE COMMONWEALTH IN RESPECT OF ANY AND ALL CLAIMS THAT MAY BE MADE AGAINST IT BY ANYONE PROVIDING CORPORATE SPONSORSHIP TO THE FUNDING RECIPIENT FOR ANY ACTION TAKEN BY THE COMMONWEALTH, OR THE FAILURE TO TAKE ANY SUCH ACTION, UNDER THIS DEED OR OTHERWISE IN RESPECT OF THE GREEN CORPS PROGRAMME.

69. ASSETS

Ownership of Assets

- 69.1 PURSUANT TO CLAUSE 13 OF PART A OF THIS DEED [ASSETS], ITEM D4.8 OF SCHEDULE D4 LISTS THE ASSETS PURCHASED WITH FUNDING AS AT THE COMMENCEMENT DATE AND SPECIFIES THE ASSETS WHICH ARE OWNED BY THE COMMONWEALTH OR THIRD PARTIES.

70. REPORTS

- 70.1 THE FUNDING RECIPIENT MUST SUBMIT, TO DEEWR'S SATISFACTION, AND ON THE DATES SPECIFIED, THE FOLLOWING REPORTS, UNLESS OTHERWISE AGREED BY DEEWR IN WRITING:

Implementation Schedule Report

A Report that identifies the Project Proposals endorsed by the Project Evaluation Panel and approved by DEEWR which the Funding Recipient intends to conduct during the next Round, and includes, but is not limited to, the expected commencement date and outcomes of each Green Corps Project; Partner Agency details and contribution to each Green Corps Project; Training to be provided; and location and description of each Green Corps Project.

Due Date: To be submitted prior to the commencement of each Round on a date to be negotiated with DEEWR. The agreed date must allow DEEWR at least 20 Business days to approve the Implementation Schedule Report.

Form: As specified in the Green Corps Guidelines.

End of Project Report

A Report that outlines the activities undertaken during the Green Corps Project; names of relevant Team Leaders; outcomes of the Green Corps Project; resources used and their sources; names of relevant Green Corps Participants; details of any withdrawals and/or replacements; training information and recommendations arising from the Green Corps Project activities.

Due Date: Within 20 Business Days of the end of each Green Corps Project.

Form: As specified in the Green Corps Guidelines.

Monthly Status Report

A Report that details the Participant Allowance paid to Green Corps Participants; commencements and withdrawals from all Green Corps Projects; and any injuries to Green Corps Participants.

Due Date: 2 weeks after the end of each month during the Activity Period.

Form: As specified in the Green Corps Guidelines.

Six Monthly Financial Report

A Report detailing, in addition to the requirements set out in clause 14.2 and 14.4 of Part A, the expenditure and acquittal of the Participant Allowance and Administration Payment components of the Funding for the previous six months.

Due Date: 6 monthly or as agreed in writing with DEEWR.

Form: As specified in the Green Corps Guidelines.

Acquittal Reports

In addition to the requirements set out in clause 14.3 and 14.4 of Part A, the Funding Recipient must include in its Acquittal Reports a statement that;

- A. the Funding provided under this Deed has been expended for the Approved Purposes; and
- B. that the Outputs and Performance Benchmarks have been achieved, and where they have not been achieved, an explanation as to the failure to achieve them.

Additional Reports

DEEWR may, from time to time, require the Funding Recipient to prepare and submit other written reports at no additional cost to DEEWR. The nature and content of these reports will be notified to the Funding Recipient by DEEWR in writing, providing reasonable notice to the Funding Recipient.

Due Date: As directed by DEEWR.

Form: As specified by DEEWR.

(g) **Progress Reports**

The Funding Recipient must provide to DEEWR periodic Progress Reports of its progress in undertaking the Activity in the manner specified in clause 14.2 of Part A – General Conditions of the *Employment Services Funding Deed 2006-2009*.

71. PROMOTION AND AWARENESS CAMPAIGN

- 71.1 THE FUNDING RECIPIENT MUST, IN CONSULTATION WITH DEEWR:
- implement a publicity campaign to promote Green Corps Projects and the Green Corps Programme in each Region in which it is conducting Green Corps Projects;**
- conduct regular promotion of Green Corps Projects through various mediums;**
-

ensure that relevant information regarding the Green Corps Projects (and how to access the Green Corps Projects) is publicly available in a variety of forms (i.e. hardcopy, electronically and telephone help-line);

manage and respond to queries from interested persons about the Green Corps Projects;

upon DEEWR's prior written notice to the Funding Recipient, provide to DEEWR such reasonable assistance as is necessary for DEEWR's promotions of Green Corps Projects and the Green Corps Programme generally;

act, at all times, in accordance with the media and communication protocol as described in the Green Corps Guidelines and notified to the Funding Recipient from time to time;

organise and conduct launches of Green Corps Projects and graduation ceremonies, in accordance with the Green Corps Guidelines, to highlight the activities and achievements of the Green Corps Participants and Green Corps Projects;

provide a metal plaque, engraved with words consistent with the requirements of the Green Corps Guidelines, to be erected at each Green Corps Project site; and

comply with the Budget as regards expenditure for promotion and awareness campaign purposes.

16.2 The Funding Recipient must ensure that all advertisements, promotional activities and any other public relations matters in relation to this Deed are consistent with the requirements of the Green Corps Guidelines.

72. INSURANCE

72.1 AS REQUIRED BY CLAUSE 30 OF PART A OF THIS DEED, THE FUNDING RECIPIENT MUST AT ITS COST, EFFECT AND MAINTAIN OR CAUSE TO BE EFFECTED AND MAINTAINED FOR THE ACTIVITY PERIOD AND TRANSITION PERIOD INSURANCE RELEVANT TO THE PERFORMANCE OF ANY ACTIVITY AND THE FUNDING RECIPIENT'S OBLIGATIONS UNDER THIS DEED, INCLUDING BUT NOT LIMITED TO THE FOLLOWING INSURANCES:

public liability insurance, written on an occurrence basis, with a limit of indemnity of at least \$10 million in respect of any one occurrence which covers:

- (i) the Funding Recipient's liability and the liability of its employees (including to DEEWR and to the Green Corps Participants); and

- (ii) the vicarious liability of DEEWR in respect of the acts or omissions of the Funding Recipient;

in respect of:

- (iii) loss of, damage to, or loss of use of any real or personal property (including property of DEEWR in the care, custody or control of the Funding Recipient); and
- (iv) the bodily injury of, disease or illness (including mental illness) to, or death of, any person;
- (v) arising out of or in connection with the Funding Recipient's performance of the Activity under this Part;

insurance against any injury, damage, expense, loss or liability suffered or incurred by any person engaged in work by the Funding Recipient under this Part including employees of the Funding Recipient and Green Corps Participants or their dependents:

- (vi) giving rise to a claim:
 - A. under any statute relating to workers' or accident compensation; and
 - B. in relation to Green Corps Projects that are conducted in Western Australia, for employer's liability at common law with a limit of indemnity of not less than \$50 million for any one occurrence;
- (vii) in each State or Territory where the Funding Recipient's employees normally reside or where their contract of employment was made; or where the Activity is conducted; and
- (viii) where possible under the relevant law or scheme governing workers compensation insurance and in respect of all employers' liability policies, extending to indemnify DEEWR for liability as principal in relation to any claim by an employee of the Funding Recipient or a Green Corps Participant;

for any motor vehicle used in or for the performance of any Activity, insurance for not less than \$20 million for any one occurrence which covers:

- (ix) third party property damage arising from the use of any plant or vehicles (registered or unregistered) used in respect of the performance of the Activity pursuant to this Part (including transporting Green Corps Participants); and
- (x) the personal injury of, disease or illness (including mental illness) to, or death of, any person arising from the use of any unregistered plant or vehicles used in or in connection with the performance of any Activity pursuant to this Part (including transporting Green Corps Participants);

compulsory third party motor vehicle insurance in respect of all registrable vehicles used in the performance of any Activity under this Part (including transporting of Green Corps Participants in vehicles of Personnel);

products liability insurance written on an occurrence basis with a limit of indemnity of at least \$10 million in respect of any one occurrence and in the aggregate for all claims arising during any one 12 month policy period, to be maintained for the Activity Period and Transition Period, which covers:

- (xi) the Funding Recipient's liability and the liability of its employees and the Green Corps Participants (including to DEEWR); and
- (xii) the vicarious liability of DEEWR in respect of the acts or omissions of the Funding Recipient;

in respect of:

- (xiii) loss of, damage to, or loss of use of any real or personal property (including property of the Commonwealth in the care, custody or control of the Funding Recipient); and
- (xiv) the bodily injury of, disease or illness (including mental illness) to, or death of, any person;

arising out of or in connection with any products installed, repaired, serviced, sold, supplied or distributed in connection with this Deed.

73. NOTIFICATION TO CENTRELINK

- 73.1 IN RESPECT OF ANY GREEN CORPS PARTICIPANTS WHO ARE IN RECEIPT OF UNEMPLOYMENT ALLOWANCE(S), THE FUNDING RECIPIENT MUST NOTIFY CENTRELINK OF THEIR COMMENCEMENT IN GREEN CORPS WITHIN 5 BUSINESS DAYS OF THAT COMMENCEMENT.
- 73.2 THE FUNDING RECIPIENT MUST RESPOND WITHIN 5 BUSINESS DAYS TO ANY REQUEST FOR INFORMATION BY CENTRELINK OR DEEWR ABOUT A GREEN CORPS PARTICIPANT'S INVOLVEMENT IN THE GREEN CORPS PROGRAMME.

SCHEDULE D1 - GREEN CORPS PROGRAMME SERVICE GUARANTEE

Your Green Corps service provider is engaged by the Commonwealth Department of Education, Employment and Workplace Relations (DEEWR). You are guaranteed to receive a high standard of personalised and professional service from your Green Corps service provider.

The services that you receive from your Green Corps service provider will be sensitive to your circumstances and cultural background, as well as tailored both to your needs and to the placement opportunities available.

On referral to, or on first contact with, your Green Corps service provider you will receive the following services:

- an assessment of your eligibility to participate in the Green Corps programme; and
- if you are eligible, an appointment for an initial interview.

During your initial interview you can expect your Green Corps service provider to:

- provide reasonable assistance and information on the Green Corps Programme;
- assess your training needs considering your existing skills, and any special needs you have, including coaching in literacy or life skills; and
- explain to you how you will be assisted to find a suitable Green Corps placement.

After your initial interview you can expect your Green Corps service provider to:

- negotiate with you a Participant Agreement which includes details of the training, assistance and support to be provided to you; your rights in relation to your involvement in the Green Corps Programme; and a consent by you to the disclosure of information about you to DEEWR and to any other service provider under the Green Corps Programme, if directed by DEEWR; and
- ask you to fill in a Participant survey form.

Before you undertake a Green Corps placement you can expect your Green Corps service provider to:

- inform you about the Green Corps placement in which you will be involved.

During your Green Corps placement you can expect your Green Corps service provider to provide you with ongoing support services as follows:

- a high level of supervision with regard at all times for your health, welfare and safety;
- payment of the Participant Allowance to you; and
- assistance to you to develop and progress your training and general skills development in accordance with your Participant Agreement;

After you have completed your Green Corps placement, you can expect your Green Corps service provider to:

- provide you with a certificate confirming your successful completion of your Green Corps Placement ; and
- provide you with evidence of your successful completion of accredited training.

Your Green Corps service provider is responsible for providing this guaranteed level of service.

If you are not satisfied with the service you have received from your Green Corps service provider, you should raise this with them first – ask to speak to the programme manager.

If you are still not satisfied, then you should call the DEEWR Customer Service Line on freecall **1800 805 260**. You will speak to a Customer Service Officer from DEEWR in the capital city of the State or Territory you are calling from. DEEWR is responsible for monitoring Green Corps service providers. They will endeavour to resolve your concerns quickly, fairly and sensitively.

Your Green Corps service provider should advise you about the Employment Services Code of Practice (“the Code”) which tells you how they will deliver services to you. A copy of the Code is available from your Green Corps service provider.

SCHEDULE D2 - KEY PERFORMANCE INDICATORS

Table 1 – Key Performance Indicators

KPI	Description	Measures
KPI 1 Efficiency	The maximum use of available suitable Green Corps Placements for Green Corps Participants by: (a) efficient use of available Green Corps Placements.	1. The total number of completed Green Corps Placements is not less than 80 per cent of the Contracted Placements.
KPI 2 Effectiveness	To maximise the personal development, skill development and training, connections with the community and career and employment prospects for Green Corps Participants.	2. 80 per cent of Green Corps Participants are satisfied that participation in the Green Corps Programme has improved their position (as measured by Green Corps Participant surveys or post programme monitoring). 3. 50 per cent of Green Corps Participants move to employment or education and training within 3 months of the end of Green Corps Placements (as measured by post programme monitoring).
	To maximise quality outcomes for young Australians, particularly in Regional and Remote areas.	4. At least 75 %per cent of Green Corps Placements are located in Regional and Remote area.
	To maximise the number of Job Network clients undertaking Green Corps Placements.	5. Subject to availability of places on approved Green Corps Projects in the relevant Region, at least 80% of Green Corps Participants appropriately referred by Job Network Members commence in Green Corps Placements.

KPI	Description	Measures
KPI 2 Effectiveness	To maximise the environmental outcomes of the Green Corps Programme.	6. At least 80% of Green Corps Projects are completed with a fully effective rating in meeting the project's environmental and/or heritage outputs as listed in the Implementation Schedule Report.
KPI 3 Quality	Extent to which the Funding Recipient offers a service to Green Corps Participants that complies with this Deed to DEEWR's satisfaction and is in accordance with the Green Corps Guidelines, Code of Practice and the Green Corps Service Guarantee.	<p>7. DEEWR satisfaction with the delivery of the Services based on measures including but not limited to:</p> <p>8. Evidence of delivery of personalised services to Green Corps Participants (as measured by the findings of site visits, quality audit projects and other qualitative information); and</p> <p>9. Number/type of serious complaints, series of complaints, and active management of complaints, including assisting DEEWR in negotiating complaint resolution.</p>

Note: Items 1 to 6 above are Performance Benchmarks

SCHEDULE D3 - REGIONAL AND REMOTE AREAS

ESA type	ESA Name	Postcodes
Remote	Esperance	6346 6348 6443 6445 6446 6447 6448 6450 6452
Remote	Goldfields	6429 6430 6431 6432 6433 6434 6435 6436 6437 6438 6439 6440 6441 6442 6444
Remote	Alice Springs	0870 0871 0872
Remote	Katherine	0847 0850 0851 0852 0853 0854
Remote	Tennant Creek	0860 0861 0862
Remote	Top End	0840 0841 0845 0846 0880 0881 0822 0885 0886
Remote	Emerald	4472 4720 4721 4722 4723 4724 4725 4726 4727 4728 4730 4731 4732 4736
Remote	Mt Isa	4482 4733 4735 4822 4823 4824 4825 4828 4829 4830 4890 4891
Remote	Torres Strait	4875 4876
Remote	Ceduna	5655 5660 5661 5680 5690
Remote	Port Augusta	5430 5432 5433 5434 5485 5486 5700 5710 5720 5722 5723 5724 5725 5730 5731 5732 5733 5734 0872
Remote	East Kimberley	6740 6743 6749 6770
Remote	East Pilbara	6711 6712 6721 6722 6723 6724 6752 6753 6755 6758 6760 6761 6762 6767
Remote	Karratha	6710 6713 6714 6715 6716 6718 6720 6751 6754
Remote	West Kimberley	6725 6726 6728 6731 6733 6765
Regional	Dale	6173 6174 6175 6176 6201 6203 6204 6205 6206 6207 6208 6210 6213 6214 6215 6390
Regional	Lower Great Southern WA	6315 6316 6317 6318 6320 6321 6322 6323 6324 6326 6327 6328 6330 6333 6335 6336 6337 6338 6341 6343 6350 6351 6352 6353 6355 6356 6394 6395 6396 6397 6398

Regional	Midlands/Wheatbelt	6302 6304 6306 6308 6309 6311 6312 6313 6357 6358 6359 6361 6363 6365 6367 6368 6369 6370 6372 6373 6375 6376 6380 6383 6384 6385 6386 6401 6403 6405 6407 6409 6410 6411 6412 6413 6414 6415 6417 6418 6419 6420 6421 6422 6423 6424 6425 6426 6427 6428 6460 6461 6462 6463 6464 6465 6466 6467 6468 6470 6472 6473 6475 6476 6477 6479 6480 6484 6485 6487 6488 6489 6490 6501 6502 6503 6504 6505 6506 6507 6508 6509 6510 6511 6512 6513 6555 6556 6558 6560 6562 6564 6566 6567 6568 6569 6571 6572 6574 6575 6603 6605 6606 6608 6609 6612 6613
Regional	Blue Mountains	2778 2779 2780 2782 2783 2784
Regional	Central Coast Sydney	2083 2250 2251 2256 2257 2258 2259 2260 2261 2262 2263
Regional	Central Eastern NSW	2785 2786 2790 2845 2846 2847 2848 2849 2850 2852
Regional	Central Murrumbidgee	2588 2590 2649 2650 2651 2653 2655 2656 2658 2661 2663 2666 2701 2702 2720 2722 2725 2727 2729 2730
Regional	North Coast Hunter	2472 2473 2477 2478 2479 2481 2482 2483
Regional	Coffs Harbour	2450 2452 2453 2454 2455 2456
Regional	Central Western NSW	2787 2795
Regional	Eurobodalla	2536 2537 2545 2546
Regional	Far West NSW	2836 2879 2880
Regional	Grafton	2460 2462 2463 2464 2465 2466
Regional	Gwydir Namoi	2385 2386 2387 2388 2389 2390 2394 2397 2398 2399 2400 2401 2405 2406 2407 2408 2409 2411 2832 2833 2834
Regional	Hastings	2439 2443 2444 2445 2446
Regional	Hume	2640 2641 2642 2643 2644 2645 2646 2647 2659 2660

Regional	Hunter	2311 2320 2321 2322 2323 2325 2326 2327 2334 2335 2415 2420 2421
----------	--------	---



Regional	Hawkesbury	2753 2754 2755 2756 2757 2758 2775
Regional	Kempsey	2431 2440 2441 2447 2448 2449
Regional	Keepit	2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2352 2353 2355 2379 2380 2381 2382 2392
Regional	Lower Hunter	2264 2265 2267 2278 2280 2281 2282 2283 2284 2285 2286 2287 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2314 2315 2316 2317 2318 2319 2324
Regional	Lower South Coast NSW	2548 2549 2550 2551
Regional	Murray Darling	2648 2715 2717 2734 2735 2736 2737 2738 2739
Regional	North East NSW	2350 2351 2354 2358 2359 2360 2361 2365 2369 2370 2371 2372 2402 2403 2404 2410
Regional	Orana	2356 2357 2395 2396 2820 2821 2823 2824 2827 2828 2829 2830 2842 2843 2844
Regional	Oxley	2825 2831 2835 2839 2840
Regional	Patterson	2585 2586 2587 2594 2668 2721 2726 2791 2792 2793 2794 2797 2798 2799 2800 2803 2804 2805 2807 2808 2809 2810 2864 2865 2866 2867 2868
Regional	Parkes	2669 2671 2672 2806 2869 2870 2871 2873 2874 2875 2876 2877
Regional	Queanbeyan	2619 2620 2621 2623
Regional	Richmond	2469 2470 2471 2474 2475 2476 2480
Regional	Shoalhaven	2535 2538 2539 2540 2541
Regional	Snowy	2624 2625 2626 2627 2628 2629 2630 2631 2632 2633
Regional	Southern Highlands NSW	2575 2576 2577
Regional	Southern Suburbs NSW	2527 2528 2529 2533 2534
Regional	Southern Tablelands NSW	2578 2579 2580 2581 2582 2583 2584 2622

Regional	Sturt	2652 2665 2675 2680 2681 2700 2703 2705 2706 2707 2710 2711 2712 2713 2714 2716 2731 2732 2733 2878
Regional	Taree	2312 2422 2423 2424 2425 2426 2427 2428 2429 2430
Regional	Tweed	2484 2485 2486 2487 2488 2489 2490
Regional	Upper Hunter	2328 2329 2330 2331 2333 2336 2337
Regional	Wollongong	2500 2502 2505 2506 2508 2515 2516 2517 2518 2519 2520 2522 2525 2526 2530
Regional	Bundaberg	4627 4630 4660 4670 4671 4673 4674 4676
Regional	Cairns	4852 4854 4855 4856 4857 4858 4859 4860 4861 4865 4868 4869 4870 4871 4873 4874 4877 4878 4879 4884 4886 4895
Regional	Western Downs	4404 4405 4406 4407 4408 4410 4411 4412 4413 4415 4416 4417 4418 4419 4420 4421 4422 4423 4424 4425 4426 4427 4428 4454 4455 4461 4462 4465 4467 4468 4470 4471 4474 4475 4477 4478 4479 4480 4481 4489 4490 4491 4492 4493
Regional	Fraser Coast	4620 4621 4625 4626 4650 4655 4659 4662
Regional	Gladstone	4677 4678 4680 4694 4695 4715 4716 4718 4719
Regional	Gympie	4570 4580 4581 4600 4601 4605 4606 4608 4610 4611 4612 4613 4615
Regional	Mackay	4737 4738 4739 4740 4741 4742 4743 4744 4745 4750 4751 4752 4753 4754 4756 4757 4798 4799 4800 4801 4802 4803
Regional	Rockhampton	4697 4699 4700 4701 4702 4703 4704 4705 4706 4707 4709 4710 4711 4712 4713 4714 4717 4746
Regional	Tablelands	4872 4880 4881 4882 4883 4885 4887 4888

Regional	Townsville	4804 4805 4806 4807 4808 4809 4810 4811 4812 4813 4814 4815 4816 4817 4818 4819 4820 4821 4849 4850
Regional	Toowoomba	4343 4344 4345 4347 4350 4352 4353 4354 4355 4356 4357 4358 4359 4360 4361 4363 4364 4365 4400 4401 4402 4403
Regional	Warwick	4352 4362 4370 4371 4372 4373 4374 4375 4376 4377 4378 4379 4380 4381 4382 4383 4384 4385 4386 4387 4388 4390 4486 4487 4488 4494 4496 4497 4498
Regional	Fleurieu/Kangaroo Island	5202 5203 5204 5210 5211 5212 5213 5214 5220 5221 5222 5223
Regional	Gawler	5116 5117 5118 5120 5131 5132 5133 5134 5135 5136 5231 5232 5233 5234 5235 5236 5350 5351 5352 5353 5355 5356 5360 5371 5372 5373 5374 5381 5400 5401 5410 5411 5412 5413 5414 5451 5452 5460 5501 5502
Regional	Kadina	5461 5464 5510 5520 5550 5552 5554 5555 5556 5558 5560 5570 5571 5572 5573 5575 5576 5577 5580 5581 5582 5583
Regional	Murraylands	5237 5238 5253 5254 5259 5260 5261 5264 5265 5266 5301 5302 5303 5304 5306 5307 5308 5309 5310 5354
Regional	Port Lincoln	5603 5604 5605 5606 5607 5630 5631 5632 5633 5640 5642 5650 5651 5652 5653 5654 5670 5671
Regional	Port Pirie	5415 5416 5417 5418 5419 5420 5421 5422 5431 5440 5453 5354 5455 5462 5470 5471 5472 5473 5480 5481 5482 5483 5490 5491 5493 5495 5521 5522 5523 5540
Regional	Riverland	5311 5312 5320 5321 5322 5330 5331 5332 5333 5340 5341 5342 5343 5344 5345 5346 5357
Regional	Southern Adelaide Hills	5153 5154 5155 5156 5157 5201 5240

		5241 5242 5243 5244 5245 5250 5251 5252 5255 5256
--	--	--



Regional	South East SA	5262 5263 5267 5268 5269 5270 5271 5272 5273 5275 5276 5277 5278 5279 5280 5290 5291
Regional	Whyalla	5600 5601 5602 5608 5609 5641
Regional	Darwin	0800 0810 0812 0820 0822 0828 0829 0830 0832 0835 0836 0837 0838
Regional	Hobart	7000 7001 7002 7004 7005 7007 7008 7009 7010 7011 7012 7015 7016 7017 7018 7019 7020 7021 7022 7023 7024 7025 7026 7027 7030 7050 7051 7052 7053 7054 7055 7109 7112 7113 7116 7117 7119 7120 7139 7140 7150 7151 7155 7162 7163 7170 7171 7172 7173 7174 7175 7176 7177 7178 7179 7180 7182 7183 7184 7185 7186 7187 7190
Regional	Launceston	7209 7210 7211 7212 7213 7214 7215 7216 7248 7249 7250 7252 7253 7254 7255 7257 7258 7259 7260 7261 7262 7263 7264 7265 7267 7268 7270 7275 7276 7277 7290 7291 7292 7300 7301 7302 7303 7304 7900
Regional	West and North West Tasmania	7256 7305 7306 7307 7310 7315 7316 7320 7321 7322 7325 7330 7331 7466 7467 7468 7469 7470
Regional	Bendigo	3444 3446 3447 3448 3450 3451 3453 3458 3462 3463 3472 3478 3515 3516 3517 3518 3520 3521 3522 3523 3525 3539 3550 3551 3552 3553 3554 3555 3556 3557 3558 3559 3561 3570 3571 3572 3573
Regional	East Gippsland	3847 3850 3851 3852 3857 3858 3859 3860 3862 3864 3865 3874 3875 3878 3880 3882 3885 3886 3887 3888 3889 3890 3891 3892 3893 3895 3896 3898 3900 3902 3903 3904 3909 3971
Regional	Eureka	3330 3334 3342 3345 3350 3351 3352 3353 3354 3355 3356 3357 3360 3361 3363 3364 3370 3371 3372 3373 3460 3461 3464 3465 3467 3468 3469 3475

Regional	Geelong	3212 3213 3214 3215 3216 3217 3218 3219 3220 3221 3222 3223 3224 3225 3226 3227 3228 3230 3231 3240 3241 3321 3328 3329 3331 3332 3333
Regional	Goulburn Valley	3562 3563 3564 3565 3607 3608 3610 3612 3613 3614 3616 3617 3618 3619 3620 3621 3622 3623 3624 3629 3630 3631 3632 3633 3634 3635 3636 3637 3638 3639 3640 3641 3643 3644 3646 3647 3649
Regional	Grampians	3317 3318 3319 3375 3377 3378 3379 3380 3381 3384 3385 3387 3388 3390 3391 3392 3393 3395 3396 3399 3400 3401 3402 3408 3409 3412 3413 3414 3415 3418 3419 3420 3422 3423 3424 3480 3482 3485 3487 3488 3489 3491
Regional	Hampden	3232 3233 3234 3235 3236 3237 3238 3239 3242 3243 3249 3250 3251 3254 3260 3264 3265 3266 3267 3268 3269 3270 3271 3272 3273 3275 3276 3277 3278 3279 3280 3281 3282 3283 3284 3287 3322 3323 3324 3325
Regional	Kiewa	3688 3689 3690 3691 3693 3694 3695 3700 3701 3704 3705 3707 3708 3709 3749
Regional	Mid Murray	3483 3527 3529 3530 3531 3533 3537 3540 3542 3544 3546 3549 3566 3567 3568 3575 3576 3578 3579 3580 3581 3583 3584 3585 3586 3588 3589 3590 3591 3594 3595 3596 3597 3599
Regional	Ovens	3658 3659 3660 3661 3662 3663 3664 3665 3666 3669 3670 3671 3672 3673 3675 3676 3677 3678 3682 3683 3685 3687 3697 3698 3699 3715 3719 3720 3722 3723 3724 3725 3726 3727 3728 3730 3732 3733 3735 3736 3737 3738 3739 3740 3741 3744 3746 3747 3758 3762 3764
Regional	Sunraysia	3490 3494 3496 3698 3500 3501 3502

		3505 3506 3507 3509 3512
--	--	--------------------------



Regional	Western District Victoria	3274 3285 3286 3289 3291 3292 3293 3294 3300 3301 3302 3303 3304 3305 3306 3309 3310 3311 3312 3314 3315 3407
Regional	West and South Gippsland	3816 3818 3820 3821 3822 3823 3824 3825 3831 3833 3835 3840 3841 3842 3844 3854 3856 3869 3870 3871 3873 3945 3946 3950 3951 3953 3954 3956 3957 3958 3959 3960 3962 3964 3965 3966 3967 3987 3988
Regional	Mid West and Gascoyne	6514 6515 6516 6517 6518 6519 6521 6522 6525 6528 6530 6531 6532 6535 6536 6537 6614 6616 6618 6620 6623 6625 6627 6628 6630 6631 6632 6635 6638 6639 6640 6642 6646 6701 6705 6707
Regional	South West WA	6218 6220 6221 6223 6224 6225 6226 6227 6228 6229 6230 6231 6232 6233 6236 6237 6239 6240 6243 6244 6251 6252 6253 6254 6255 6256 6258 6260 6262 6271 6275 6280 6281 6282 6284 6285 6286 6288 6290 6391 6392 6393

SCHEDULE D4 - DEED AND BUSINESS DETAILS

This schedule provides specific DEEWR, Funding Recipient and business details pursuant to Part A and the relevant Specific Conditions of this Deed. When completed for an individual Funding Recipient it is included with the relevant executed Employment Services Funding Deed Particulars.

Employment Services Funding Deed

Part D–Green Corps Programme

Schedule D4: Deed and Business Details

Item D4.13 Achievement of Outputs (Part D, Clauses 5.4, 11.6 and 11.9)

Green Corps Region	Green Corps Placements per Region			Minimum Green Corps Placements in Regional and Remote areas per Region			Administration Payments Green Corps Contract Placements (GST Inclusive) (Part D, Clause 11.6)		
	2006-2007	2007-2008	2008-2009	2006-2007	2007-2008	2008-2009	2006-2007	2007-2008	2008-2009
Region 1 (VIC/TAS)							\$	\$	\$
Region 2 (ACT/NSW)							\$	\$	\$
Region 3 (NT/QLD)							\$	\$	\$
Region 4 (SA/WA)							\$	\$	\$
Total Placements									

Item D4.14 Green Corps Budget (Part D, Clause 12)

Table 1: 2006 – 2007

Region	Staff Costs \$	Operational Costs \$	GST Component \$	On-ground Project Costs \$	Workers' Compensation Costs \$	Training budget \$	Participant Allowance Amount \$	Administration Payment Amount \$

Region 1 (VIC/TAS)							\$	\$
Region 2 (ACT/NSW)							\$	\$
Region 3 (NT/QLD)							\$	\$
Region 4 (SA/WA)							\$	\$
Total							\$total	\$total

Table 2: 2007 – 2008

Region	Staff Costs \$	Operational Costs \$	GST Component \$	On-ground Project Costs \$	Workers' Compensation Costs \$	Training budget \$	Participant Allowance Amount \$	Administration Payment Amount \$
Region 1 (VIC/TAS)							\$	\$
Region 2 (ACT/NSW)							\$	\$
Region 3 (NT/QLD)							\$	\$
Region							\$	\$

4 (SA/WA)								
Total							\$total	\$total

Table 3: 2008 – 2009

Region	Staff Costs \$	Operational Costs \$	GST Component \$	On-ground Project Costs \$	Workers' Compensation Costs \$	Training budget \$	Participant Allowance Amount \$	Administration Payment Amount \$
Region 1 (VIC/TAS)							\$	\$
Region 2 (ACT/NSW)							\$	\$
Region 3 (NT/QLD)							\$	\$
Region 4 (SA/WA)							\$	\$
Total							\$total	\$total

Disclaimer: This document is a sample copy of the *Employment Services Contract 2006-2009*. This copy is provided only for your information and as a guide. If you have entered into a contract with DEEWR, you must rely on the original signed contract and any contract variations you have entered into. You should seek your own legal advice, if required. While DEEWR has exercised reasonable care in publishing this document, DEEWR makes no representation, express or implied, as to the accuracy of the document or the applicability of the document to you or your circumstances. You should note that you may or may not have executed the contract, or any subsequent contract variations to it, in the particular form expressed in this document. DEEWR accepts no liability for any use of this document or any reliance placed on it.

© Commonwealth of Australia 2006

This work is copyright. You may display, print and reproduce this material in unaltered form only (retaining this notice) for your personal, non-commercial use or use within your organisation. Apart from any use as permitted under the *Copyright Act 1968*, all other rights are reserved.

"All references to the former DEEWR have been replaced with DEEWR throughout this Contract as per the changes made in the General Contract Variation 4 and should be read as such in this Contract"



EMPLOYMENT SERVICES FUNDING DEED 2006–2009

PART E—SPECIFIC CONDITIONS

for

Job Placement Employment and Training Programme

1. APPLICATION AND DEFINITIONS
2. THE JPET PROGRAMME
3. GENERALIST SERVICE AND SPECIALIST SERVICES
4. BUSINESS LEVELS
5. REFERRALS
6. ELECTRONIC DIARY APPOINTMENTS FOR POTENTIAL JPET PARTICIPANTS
7. ACTIVITY AGREEMENTS AND VOLUNTARY ACTIVITY AGREEMENTS
8. JPET SERVICES
9. EXITS
10. REPORTING REQUIREMENTS AND RECORD KEEPING
11. INFORMATION TECHNOLOGY
12. PAYMENTS
13. PERFORMANCE MANAGEMENT
14. NOTIFICATION TO CENTRELINK
15. INSURANCE REQUIREMENTS
16. POLICE CHECKS

SCHEDULE E1 JPET SERVICE GUARANTEE

SCHEDULE E2 KEY PERFORMANCE INDICATORS

SCHEDULE E3 JPET BUDGET LINE ITEM DEFINITIONS

SCHEDULE E4 DEED AND BUSINESS DETAILS



34. 1. APPLICATION AND DEFINITIONS

APPLICATION

- 1.1 The General Conditions (Part A) apply to the interpretation of this Part.
- 1.2 Unless otherwise specified, all references to clauses in this Part are references to clauses in Part E.

DEFINITIONS

- 1.3 In this Part E, unless the context indicates otherwise:

‘Actual Funding’ means the total Funding paid by DEEWR to the Funding Recipient during the course of a Financial Year for the JPET Programme;

‘Acquittal Adjustment’ means an adjustment performed by DEEWR in accordance with clause 12.34 and 12.35;

‘Activity Agreement’ means an agreement prepared, approved and signed by a Delegate and a Potential JPET Participant or a JPET Participant with Activity Test Requirements in accordance with clause 7, which outlines the assistance or intervention agreed between a Delegate and the Potential JPET Participant or the JPET Participant and details the activity required by him or her to meet their Activity Test Requirements;

‘Activity Period’ means the date specified in Item E4.4 of Schedule E4;

‘Activity Start Date’ means the date specified in Item E4.3 of Schedule E4;

‘Activity Test’ or **‘Activity Tested’** has the same meaning as it has in section 541(1) of the *Social Security Act 1991 (Cth)*;

‘Activity Test Requirements’ means the activity test or participation requirements that a Potential JPET Participant or a JPET Participant must meet in order to receive an income support payment under section 23(1) of the *Social Security Act 1991 (Cth)*;

‘Advance Payment’ means a payment calculated in accordance with clauses 12.8-12.12;

‘Annual Business Level’ means the minimum number of Commencements that the Funding Recipient must achieve in each ESA per Financial Year as specified in Item E4.13 of Schedule E4;

'At Risk of Homelessness' is defined in the JPET Guidelines;

'Brokerage Component' means at least 10% of the-Cost Per Participant or at least 10% of the Actual Funding paid to the Funding Recipient, whichever is the greater. The Brokerage Component is reserved solely for provision of practical support to JPET Participants in accordance with clauses 12.25a-12.28 and the JPET Guidelines

'Budget' means the JPET service budget, approved by DEEWR, for expenditure of the Funding against the Budget Line Items, as set out in Item E4.14 of Schedule E4;

'Budget Line Item' means a category of expenditure set out on a line in the Budget as defined in the Budget Line Item Definitions in Schedule E3;

'Carryover Funding' means the amount of Funding calculated by DEEWR in accordance with clauses 12.36 to 12.40 that is transferred from one Financial Year to the next;

'Combined Acquittal Report' means an Acquittal Report that contains the information for an Outreach ESA and a Neighbouring Service ESA;

'Commence' or **'Commencement'** means when the Potential JPET Participant registers with the JPET Programme, which occurs when the:

- (a) Potential JPET Participant is determined by the Funding Recipient to be Eligible;
- (b) Potential JPET Participant and the Funding Recipient or Delegate (as relevant) have completed an Activity Agreement or Voluntary Activity Agreement in accordance with clause 7; and
- (c) Funding Recipient-has entered the Potential JPET Participant's details on DEEWR IT Systems.

'Completion Date' is 30 June 2009

'Cost Per Participant' means the maximum amount of Funding payable by DEEWR to the Funding Recipient for each Commencement, which is \$1556 (GST inclusive)

'Cumulative Quarterly Business Level (YTD)' is the sum of the Quarterly Business Levels for all previous Quarters in the same Financial Year;

'Delegate' means a person engaged by the Funding Recipient to perform functions or to provide services under Part E of this Deed who is a Delegate of the Secretary with respect to the *Social Security Act 1991* (Cth) and/or the *Social Security (Administration) Act 1999* (Cth);

‘Direct Registrant’ means a Potential JPET Participant who has approached the Funding Recipient without a referral from a Job Capacity Assessment Provider, Job Network Member or Centrelink;

‘Documentary Evidence’ means the evidence that the Funding Recipient is required to retain in accordance with the JPET Guidelines;

‘Economic Outcome’ occurs when a JPET Participant:

- (a) remains in, or returns to and remains in, education for a period of no less than 13 weeks;
- (b) takes up or re-engages with education or vocational training and completes one or more accredited courses of no less than 13 weeks;
- (c) participates in employment assistance programmes and services for a period of no less than 13 weeks;
- (d) participates in other programmes with a workforce participation focus for a period of no less than 13 weeks;
- (e) finds and maintains employment for a period of no less than 13 weeks;

subject to allowable breaks as defined in the JPET Guidelines.

‘Electronic Diary’ means the electronic diary in DEEWR IT Systems used for the referral of Potential JPET Participants to the Funding Recipient and for referrals by the Funding Recipient to other relevant service providers, and for making and managing Eligible JPET Participant’s appointments;

‘Eligible’ means eligible to participate in the JPET Programme in accordance with clauses 2.2, 2.3 and 2.4.

‘Employment Services Style Guide’ means the guide of this name provided by DEEWR to the Funding Recipient;

‘ESA’ means an Employment Service Area set out in Item E4.13 of Schedule E4;

‘ESA Financial Year (FY) Funding Amount’ means the maximum funding amount payable for a Financial Year based on the Annual Business Level for the ESA for the Financial Year multiplied by the Cost Per Participant.

‘Exit’ has the meaning given to it in clause 9.2 and “Exited” has a corresponding meaning;

‘Exit Report’ means the report submitted by the Funding Recipient for an Exit as set out in clause 9.5-9.7;

'Formal Contact' means contact between a JPET Participant and the Funding Recipient that is goal focused and actively addresses the JPET Participant's Non-Vocational Barriers;

'Generalist Service' means the JPET Core Services provided across all of the subgroups of the JPET Target Group;

'Homeless' has the same meaning as defined in the JPET Guidelines;

'Incident' means an episode of serious misconduct by a Potential JPET Participant or a JPET Participant as defined in the JPET Guidelines;

'Initial Meeting' means the first meeting conducted between the Funding Recipient and the Potential JPET Participant in accordance with clauses 5.4 and 5.8 - 5.12;

'Intervention Plan' means a participant management plan that is developed for each JPET Participant by the Funding Recipient, in consultation with that JPET Participant, in accordance with clauses 8.12-8.15, and entered on DEEWR IT Systems;

'Job Network Member' or 'JNM' means a provider of Job Network Services under the Employment Services Contract 2006-2009;

'Job Seeker Incident Report' means a report recorded on DEEWR IT Systems in accordance with clause 10.7 and the JPET Guidelines;

'JPET Core Services' means the services and activities specified in clause-8.4;

'JPET Guidelines' means the document provided by DEEWR to the Funding Recipient which outlines the procedures that the Funding Recipient must follow when providing JPET Services under this Deed, as amended from time to time by DEEWR;

'JPET Participant' means a person who is Eligible to participate in the JPET Programme and has Commenced in the JPET Programme;

'JPET Programme' means the Commonwealth employment preparation programme which provides young people with help to-address their Multiple Non-Vocational Barriers in order to engage them with education, training, employment or employment assistance.

'JPET Provider' means a provider of JPET Services under the JPET Programme other than the Funding Recipient;

'JPET Services' means:

- (a) the JPET Core Services; and
- (b) the activities described in clause 8,

that the Funding Recipient is required to provide under this Deed;

'JPET Service Guarantee' means the Service Guarantee set out at Schedule E1;

'JPET Target Group' means the categories of young people described in clause 2.1;

'Key Performance Indicators' or **'KPIs'** means the Key Performance Indicators specified in Schedule E2;

'Maximum Advance Payment' means the maximum amount of Funding payable to the Funding Recipient as an Advance Payment for a Quarter, calculated in accordance with clause 12.9

'Maximum Performance Payment' means the maximum amount of Funding payable to the Funding Recipient as a Performance Payment for a Quarter, calculated in accordance with clause 12.17;

'Multiple Non-Vocational Barriers' means-barriers, as set out in the JPET Guidelines and on DEEWR IT Systems, of which three or more have been identified as impacting on a Potential JPET Participant's ability to effectively participate in education, training, employment or employment assistance;

'Neighbouring Service ESA' means an individual ESA that is adjacent to the Outreach ESA, from which the Funding Recipient provides JPET Services to that Outreach ESA;

'Newstart Activity Agreement' has the same meaning as it has in the *Social Security Act 1991* (Cth);

'Outcome' means a Social Outcome or an Economic Outcome;

'Outreach Basis' means the delivery of the JPET Core Services, or part of a JPET Core Service, by a method such as:

- (a) taking the JPET Core Services to JPET Participants in the community; or
- (b) delivering JPET Core Services to JPET Participants who cannot be serviced in a standard office environment;

'Outreach ESA' means those ESAs described in item E4.13 of Schedule E4 as:

- a) only having outreach site(s); and
- b) with no site location (i.e. the site location(s) field(s) is/are blank);

'Parenting Payment Activity Agreement' has the same meaning as it has in the *Social Security Act 1991* (Cth);

‘Participant Commencement Date’ means the date on which the Eligible JPET Participant Commences in the JPET Programme as entered into DEEWR IT Systems;

‘Performance Review’ means the review carried out by DEEWR following each Performance Period, at which the Funding Recipient’s performance for that Performance Period is reviewed;

‘Performance Payment’ means a payment calculated in accordance with clauses 12.16-12.19;

‘Potential JPET Participant’ means a person referred to the Funding Recipient, or a Direct Registrant, who has not yet Commenced;

‘Previous Carryover Funding’ means the amount of Carryover Funding carried over from a previous Financial Year;

‘Quarter’ means 1 July to 30 September; 1 October to 31 December, 1 January to 31 March and 1 April to 30 June in each year of the Activity Period;

‘Quarterly Business Level’ means the minimum level of Commencements that the Funding Recipient must achieve in an ESA for a Quarter, which is either 25% of the Annual Business Level for an ESA, or the amount following changes in accordance with clause 4;

‘Rapid Reconnection’ means the process by which Centrelink makes an appointment for a Potential JPET Participant or a JPET Participant in the Funding Recipient’s Electronic Diary where the appointment will take place within 48 hours of the contact by Centrelink with the Potential JPET Participant or JPET Participant following notification of a possible participation failure in accordance with clauses 7.6;

‘Resume’ is where a JPET Participant, after Exiting the JPET Programme with the Funding Recipient, recommences with the Funding Recipient under this Deed;

‘Scheduled Meeting’ means an appointment, other than the Initial Meeting, between the Funding Recipient and the JPET Participant that is recorded on DEEWR IT Systems;

‘Social Outcome’ occurs when a JPET Participant achieves an improvement against their Multiple Non-Vocational Barriers;

‘Specialist Service’ means the JPET Core Services provided to one or more subgroups of the JPET Target Group specified in Item E4.13 of Schedule E4;

‘Sustainable Employment’ means employment that has been maintained for a period of no less than 13 weeks and that is ongoing and provides well defined opportunities for vocational experience;

‘Temporary Protection Visa’ has the same meaning given to that term under the Migration Regulations (Cth) 1994;

‘Total Funding’ means the maximum Funding payable by DEEWR to the Funding Recipient for the provision of JPET Services under this Deed as specified in Item E4.15 of Schedule E4;

‘Transitional Support’ means the provision of support for a minimum of 13 weeks, to a JPET Participant during their achievement of an Economic Outcome-in accordance with clauses 8.5-8.7 and as set out in the JPET Guidelines;

‘Transfer’ is when a JPET Participant is Exited by the Funding Recipient and referred to another JPET Provider;

‘Voluntary Activity Agreement’ means an agreement, in accordance with clause 7, between the Funding Recipient and a Potential JPET Participant or a JPET Participant who does not have Activity Test Requirements which outlines the assistance or intervention agreed between the Funding Recipient and the Potential JPET Participant or JPET Participant;

‘YTD’ means year to date; and

‘Youth Allowance Activity Agreement’ has the same meaning as it has in the *Social Security Act 1991* (Cth).

2. THE JPET PROGRAMME

OBJECTIVES OF THE JPET PROGRAMME

2.1 The Objectives of the JPET Programme are:

to assist young people aged between 15 and 21 (inclusive) years of age:

- (i) facing Multiple Non-Vocational Barriers; and/or
- (ii) who are Homeless or At Risk of Homelessness or both,

to overcome their barriers and achieve greater economic and social participation; and

to stabilise a young person’s circumstances in order to re-engage them with:

- (iii) education, training or further study;
- (iv) employment or employment assistance;
- (v) specialist assistance suited to their needs and barriers;
- (vi) other programmes with a workforce participation focus; or

(vii) the social life of the community.

ELIGIBILITY FOR PARTICIPATION IN THE JPET PROGRAMME

2.2 Subject to clauses 2.3, 2.4, 2.5 and 2.6, a Potential JPET Participant will be eligible to participate in the JPET Programme if they:

- (a) are aged between 15 and 21 years (inclusive);**
- (b) fall within the JPET Target Group;**
- (c) are not in Sustainable Employment; and**
- (d) are an Australian citizen, have permanent residency or hold a Temporary Protection Visa.**

2.3 A Potential JPET Participant will not be eligible to participate in the JPET Programme if they are:

- (a) incarcerated or in a detention centre pursuant to any Commonwealth, State or Territory law; or**
- (b) already participating in other Commonwealth programmes that do not allow simultaneous participation in the JPET Programme.**

2.4 Where a Potential JPET Participant has already left school, but is below the minimum school leaving age for their State/Territory, the Funding Recipient must, before Commencing a Potential JPET Participant:

- (a) ensure that the Potential JPET Participant meets all of the relevant State/Territory requirements to leave school early, including, where relevant, undertaking any necessary searches or contacting the relevant educational institution to confirm the Potential JPET Participant's compliance with the requirements;
- (b) determine that the JPET Programme is the most appropriate service for the Potential JPET Participant, taking into account the relevant State/Territory services that are available; and
- (c) ensure that documentary evidence regarding the Potential JPET Participant's:
 - (i) compliance with the early school leaving requirements; and
 - (ii) eligibility to participate in the JPET Programme,

is placed on the Potential JPET Participant's file.

2.5 The Funding Recipient must provide JPET Services to a JPET Participant until the JPET Participant is Exited, even if the JPET Participant is aged over 21 years while in receipt of JPET Services.

2.6 The Funding Recipient must not Resume a JPET Participant, who is aged over 21 years, in JPET Services.

3. GENERALIST SERVICE AND SPECIALIST SERVICES

- 3.1 The Funding Recipient must provide:
- (a) a **Generalist Service in the ESAs specified in Item E4.13 of Schedule E4**; or
 - (b) a **Specialist Service in the ESAs specified in Item E4.13 of Schedule E4**.
- 3.2 If the Funding Recipient is providing a Specialist Service, it must not provide JPET Core Services to a JPET Participant that does not fall within a sub-group or sub-groups of the JPET Target Group specified in Item E4.13 of Schedule E4.

4. BUSINESS LEVELS

- 4.1 The Funding Recipient must achieve the Annual Business Level in each Financial Year for each ESA in which the Funding Recipient is contracted to deliver JPET Core Services.
- 4.2 The Funding Recipient must achieve the Quarterly Business Level in each Quarter of a Financial Year.
- 4.3 The Funding Recipient may change the Quarterly Business Level of future Quarters from 25 per cent of the Annual Business Level by seeking approval in writing from DEEWR 20 business days prior to the start of the relevant Quarter.
- 4.4 Except where clause 4.5 applies, the changes set out in clause 4.3 may increase or decrease the Quarterly Business Level by no more than 5 per cent of the Annual Business Level.
- 4.5 The Funding Recipient may only increase or decrease the Quarterly Business Level by more than 5 per cent of the Annual Business Level following the provision to DEEWR of a written request detailing:
- (a) the percentage of change sought;
 - (b) the numbers of change sought; and
 - (c) any exceptional circumstances that require a change of more than 5 per cent;
- and the approval of this request by DEEWR in writing.**
- 4.6 Changes to the Quarterly Business Level made under this clause 4 do not include any changes to the Funding Recipient's Annual Business Level made by DEEWR.

- 4.7 No changes can be made to a Quarter once that Quarter has started.
- 4.8 The Funding Recipient cannot make changes to the:
- (a) **sum of the Quarterly Business Levels, following changes in accordance with clauses 4.3, 4.4 and/or 4.5, in a Financial Year different to the Annual Business Level for that Financial Year;**
 - (b) **Annual Business Levels across Financial Years; and**
 - (c) **Annual Business Levels across ESAs in which the Funding Recipient provides JPET Core Services.**



5. REFERRALS AND DIRECT REGISTRATION

SOURCE AND ACCEPTANCE OF ELECTRONIC REFERRALS

- 5.1 Potential JPET Participants may be referred to the Funding Recipient from a wide range of sources.
- 5.2 DEEWR IT Systems will notify the Funding Recipient of the referral of each Potential JPET Participant by Centrelink, Job Capacity Assessment Providers or Job Network Members by recording an appointment for the Potential JPET Participant in the Funding Recipient's Electronic Diary.
- 5.3 Except in a Quarter where the Funding Recipient has met its Quarterly Business Level, the Funding Recipient must accept each referral of a Potential JPET Participant from Centrelink, Job Capacity Assessment Providers and other Providers of Australian Government Employment Services, including each referral in that Quarter of a person with Activity Test Requirements.

Referral from another JPET provider

- 5.4 The Funding Recipient must, in accordance with the JPET Guidelines, contact, arrange and where possible conduct, an Initial Meeting with a JPET Participant referred from another JPET Provider to Commence them in the JPET Programme, within 10 Business Days of the date of referral as recorded on DEEWR IT Systems.
- 5.5 The Commencement of an Eligible JPET Participant referred in accordance with clause 5.4 will be counted as Commencement on the JPET programme and will count towards achievement of Business Levels for the Funding Recipient.

NO GUARANTEE OF REFERRALS

- 5.6 DEEWR does not guarantee any level of referrals of JPET Participants to the Funding Recipient.

ATTRACTING REFERRALS

- 5.7 The Funding Recipient must:
 - (a) **establish and maintain effective linkages with appropriate local agencies to attract Potential JPET Participants to the JPET Programme; and**
 - (b) **market and promote the JPET Programme and deal with enquiries from the public or Potential JPET Participants.**

INITIAL MEETING AND COMMENCEMENT IN JPET PROGRAMME .

- 5.8 For Direct Registrants or a Potential JPET Participant referred to the Funding Recipient in accordance with clause 5.2, the Funding Recipient must conduct an Initial Meeting for the purpose of Commencing the Potential JPET Participant in the JPET Programme.
- 5.9 The Funding Recipient must, in accordance with the JPET Guidelines:
- (a) **for Direct Registrants, conduct an Initial Meeting, as recorded in the Electronic Diary, with each Potential JPET Participant, within 10 business days of the JPET Participant approaching the Funding Recipient; or**
 - (b) **for Potential JPET Participants referred by Centrelink, a Job Capacity Assessor or a Job Network Member via the Electronic Diary, conduct an Initial Meeting on the date and time of the Electronic Diary appointment.**
- 5.10 At the Initial Meeting in clause 5.9, the Funding Recipient must determine whether the Potential JPET Participant is Eligible to Commence the JPET Programme, in accordance with clauses 2.2-2.6.**
- 5.11 The Funding Recipient must ensure that when an appointment becomes available with the Funding Recipient, Potential JPET Participants who have Activity Test Requirements are given priority for Commencement.

- 5.12 At the Initial Meeting, the Funding Recipient or Delegate, as relevant, must:
- (a) **negotiate, update, approve and sign an Activity Agreement or Voluntary Activity Agreement with the Potential JPET Participant in accordance with the JPET Guidelines;**
 - (b) **explain the Complaints process as set out in clause 33 of Part A [Dealing with Complaints] to the Potential JPET Participant;**
 - (c) **provide copies of, and information about, the JPET Service Guarantee and Code of Practice to the Potential JPET Participant; and**
 - (d) update the JPET Participant's Intervention Plan.
- 5.13 If the Potential JPET Participant is not Eligible to Commence in JPET, the Funding Recipient must Exit the Potential JPET Participant in accordance with clause 9 and the JPET Guidelines.
- 5.14 The Funding Recipient is not obligated to Commence a JPET Participant in a Quarter where the Funding Recipient has achieved its Quarterly Business Level in accordance with clause 4.2 except where a JPET Participant is Resuming in the JPET Programme.

Rapid Reconnection .

- 5.15 Where the Potential JPET Participant or JPET Participant has an appointment in relation to a Rapid Reconnection, the Funding Recipient must meet with the Potential JPET Participant or JPET Participant for the purpose of Commencing or Resuming their participation in the JPET Programme.
- 5.16 Where a Potential JPET Participant or JPET Participant fails to attend an appointment with the Funding Recipient in relation to a Rapid Reconnection, the Funding Recipient must notify Centrelink on DEEWR's IT System of:
- (a) the failure; and
 - (b) where known, the reason for the failure;
- on the same Business Day of the appointment.

35. 6. ELECTRONIC DIARY APPOINTMENTS FOR POTENTIAL JPET PARTICIPANTS

- 6.1 Except where the Funding Recipient has met their Quarterly Business Level, the Funding Recipient must ensure that the Funding Recipient's Electronic Diary has the capacity to enable Centrelink or a Job Capacity Assessment Provider to make an Electronic Diary appointment for a Potential JPET Participant.
- 35.1 6.2 The Funding Recipient should ensure that its Electronic Diary has, at all times, capacity to accept appointments within the next 2 Business Days for:
- (a) referrals under clause 6.1; or
 - (b) the purposes of Rapid Reconnection.
- 6.3 Following a referral in clause 6.2, where the JPET Participant is Eligible the Funding Recipient must either Commence or Resume the Eligible JPET Participant in the JPET Programme.
- 6.4 If the Commencement or Resumption of a JPET Participant in accordance with clause 6.2(b) will result in the Funding Recipient exceeding the Quarterly Business Level, the Funding Recipient must Commence or Resume that JPET Participant, and may apply to DEEWR, in writing, for an additional payment of the Cost Per Participant for that JPET Participant.

36. 7. ACTIVITY AGREEMENTS AND VOLUNTARY ACTIVITY AGREEMENTS

Preparing Activity Agreements and Voluntary Activity Agreements – general requirements

- 7.1 DEEWR will issue the Funding Recipient with the approved forms of Activity Agreements and Voluntary Activity Agreements.
- 7.2 The Funding Recipient must complete an Activity Agreement or a Voluntary Activity Agreement, as relevant, for each Potential JPET Participant or a JPET Participant, including where he or she has Commenced prior to 1 July 2007, within the timeframe set out in the JPET Guidelines.
- 7.3 The Funding Recipient must:
- (a) notify each Potential JPET Participant or JPET Participant of:
 - (i) the requirement to enter into an Activity Agreement or a Voluntary Activity Agreement, as relevant; and
 - (ii) the places and times at which the relevant agreement is to be negotiated;
 - (b) ensure that the Potential JPET Participant or JPET Participant understands their rights, responsibilities and obligations in relation to their agreement;
 - (c) when entering into an Activity Agreement or a Voluntary Activity Agreement with a Potential JPET Participant or JPET Participant, use the form issued under clause 7.1; and
 - (d) enter the details of the relevant agreement onto DEEWR IT Systems.

- 7.4 Activity Agreements and Voluntary Activity Agreements must:
- (a) comply with the JPET Guidelines;
 - (b) outline the obligations and activities that assist in achieving the planned employment goals of the JPET Participant;
 - (c) take into account:
 - (i) the Potential JPET Participant or JPET Participant's education, experience, skills and age;
 - 36.1 (ii) the impact of any disability, illness, mental condition or physical condition of the Potential JPET Participant or JPET Participant on their ability to work, to look for work or to participate in training activities;
 - (iii) the state of the local labour market and the transport options available to the Potential JPET Participant or JPET Participant in accessing that market;
 - (iv) the participation opportunities available to the Potential JPET Participant or JPET Participant;
 - (v) the family and caring responsibilities of the Potential JPET Participant or JPET Participant;
 - (vi) the length of travel time required for compliance with the agreement;
 - (vii) the Potential JPET Participant or JPET Participant's Non Vocational Barriers to employment; and
 - 36.2 (viii) any other matters that the Funding Recipient considers relevant in the circumstances;
 - (d) be revised by the Funding Recipient as required by the circumstances of the Potential JPET Participant or JPET Participant or the JPET Guidelines; and
 - (e) if the Potential JPET Participant or the JPET Participant:
 - (i) has Activity Test Requirements, be signed by a Delegate; or
 - (ii) does not have Activity Test Requirements, be signed by the Funding Recipient.

Potential JPET Participant and JPET Participants with Activity Test Requirements

- 36.3 7.5 If a Potential JPET Participant or a JPET Participant has Activity Test Requirements, the Funding Recipient must:
- (n) arrange for a Delegate to prepare, approve the terms of, and sign an Activity Agreement, in accordance with, as relevant:
 - (v) in relation to a Parenting Payment Activity Agreement – sections 501 to 501E of the *Social Security Act 1991* (Cth);
 - (vi) in relation to a Youth Allowance Activity Agreement – sections 544A to 544E of the *Social Security Act 1991* (Cth); and
 - (vii) in relation to a Newstart Activity Agreement – sections 605 to 607C of the *Social Security Act 1991* (Cth); and
 - (o) ensure that the Activity Agreement is signed by the Potential JPET Participant or the JPET Participant after it is signed by a Delegate;
 - (p) once the Activity Agreement has been signed by a Delegate and the Potential JPET Participant or the JPET Participant, enter the Delegate's approval onto DEEWR IT Systems;
 - (q) certify that:
 - (viii) in negotiating the Activity Agreement, the sections set out at clause 7.5(a) as relevant were complied with; and
 - (ix) the Potential JPET Participant or JPET Participant has signed the Activity Agreement after the Delegate;
 - (r) ensure that the Activity Agreement details the activities required to meet the Activity Test Requirements;
 - (s) ensure that a Delegate, in exercising delegated powers in relation to the preparation and approval of Activity Agreements under the *Social Security Act 1991* (Cth), also complies with the *Social Security Act 1991* (Cth) and *Social Security (Administration) Act 1999* (Cth) generally, including the provisions of Division 3 (Confidentiality) of Part 5 of the *Social Security (Administration) Act 1999* (Cth) and *Social Security (Activity Agreement Requirements) (DEEWR) Determination 2006*; and
 - (t) ensure that all Delegates receive training on all legislative provisions relevant to their approving of Activity Agreements.

Potential JPET Participant and JPET Participant conduct in relation to Activity Agreements and Voluntary Activity Agreements

- 36.4 7.6 If a Potential JPET Participant or JPET Participant fails to:
- (g) attend at the place and time arranged for the negotiation of an Activity Agreement or a Voluntary Activity Agreement;
 - (h) respond to correspondence about the negotiation of an Activity Agreement or a Voluntary Activity Agreement;
 - (i) agree to the reasonable terms, or any reasonable variation, of their Activity Agreement or Voluntary Activity Agreement as proposed in negotiation between the Funding Recipient or a Delegate and the JPET Participant;
 - (j) enter into an Activity Agreement or a Voluntary Activity Agreement;
 - (k) comply with the terms of their Activity Agreement or a Voluntary Activity Agreement;
 - (l) respond to a notification of an appointment by, or other requirement of, the Funding Recipient in relation to an Activity Agreement or a Voluntary Activity Agreement;

the Funding Recipient must:

- (g) if the failure has not yet been discussed, attempt to contact the Potential JPET Participant or JPET Participant as soon as practicable to ascertain whether he or she had sufficient reason(s) for the failure; and
- (h) in the absence of either:
 - (x) contact, after at least two (2) attempts, made on separate Business Days, to contact him or her; or
 - (xi) after contact, sufficient reason(s) for such failure,

the Funding Recipient, subject to clauses 5.16 and 7.7:

- (i) must, in the case of a Potential JPET Participant or JPET Participant who has Activity Test Requirements:
 - (xii) notify Centrelink within 5 Business days of an absence under clause 7.6(h) in accordance with the JPET Guidelines; and
 - (xiii) supply Centrelink with documentary evidence of such failure, reason(s), contact(s) or attempt(s), if requested by Centrelink; and
- (j) may, in the case of a Potential JPET Participant or JPET Participant who does not have Activity Test Requirements, Exit them from the JPET Programme in accordance with clause 7.3 and the JPET Guidelines.

- 36.5 7.7 Where the Funding Recipient has or obtains evidence that demonstrates that a Potential JPET Participant or a JPET Participant's capacity to undertake the activities described in clause 7.4 has been impeded because of a particular circumstance, the Funding Recipient may, in its discretion, elect not to inform Centrelink in accordance with clause 7.6 or, in the case of a Potential JPET Participant or JPET Participant who does not have Activity Test Requirements, elect not to Exit him or her from the JPET Programme. The Funding Recipient must document any such exercise of its discretion, including an outline of reasons why the discretion was exercised, on a Potential JPET Participant or the JPET Participant's file.

37. 6. 8. JPET SERVICES

PROVISION OF JPET SERVICES

- 8.1 The Funding Recipient must provide the JPET Services:
- (a) **in accordance with this Deed and the JPET guidelines; and**
 - (b) **during the Activity Period.**
- 8.2 The Funding Recipient must carry out the following Activities:
- (a) Commence and Resume Eligible JPET Participants in the JPET Programme, as relevant;
 - (b) **have Formal Contact with JPET Participants at least every 28 calendar days and in accordance with the JPET Guidelines;**
 - (c) **re-engage JPET Participants where they have failed to attend Scheduled Meetings or respond to Formal Contacts and, as required, notify Centrelink in accordance with clauses 7.6 and 14;**
 - (d) **perform the Core Services set out in clause 8.8;**
 - (e) **provide Transitional Support; and**
 - (f) have JPET Participants remain engaged in the JPET Programme until they achieve an Economic Outcome, are Exited in accordance with clause 9.2 or because they can no longer benefit from the JPET Programme as determined by the Funding Recipient.

- 8.3 The Funding Recipient must promptly inform the Account Manager of any matters that might affect the Funding Recipient's ability to carry out the Activities under this Deed.

JPET CORE SERVICES

8.4 The Funding Recipient must deliver the following JPET Core Services:

(a) assessment activities, which include:

- (i) conducting an initial Meeting in accordance with clause 5.12;
- (ii) assessing each JPET Participant's needs and Multiple Non-Vocational Barriers;
- (iii) negotiating and completing an Activity Agreement or Voluntary Activity Agreement with the JPET Participant in accordance with clause 7; and
- (iv) based on the assessment in clause 8.4(a)(ii) above, developing an Intervention-Plan for each JPET Participant in accordance with clauses 8.12 - 8.15;

(b) case management and personal support services, which include:

- (i) providing individual case management and support for the duration of each JPET Participant's participation in the JPET Programme which includes:
 - (A) counselling the JPET Participant, including guidance, assistance, encouragement and building self-esteem and confidence;
 - (B) providing appropriate assistance to each JPET Participant's particular needs; and

- (C) maintaining Formal eContact every 28 calendar days, at minimum, with the JPET Participant, as required by the JPET Guidelines;
 - (ii) monitoring each JPET Participant's progress during their participation in the JPET Programme, including reviewing, with the JPET Participant, and in accordance with the JPET Guidelines, the JPET Participant's circumstances and achievements against the Intervention Plan; and
 - (iii) Transitional Support for each JPET Participant for 13 weeks while the JPET Participant is transitioning to an Economic Outcome;
- (c) **referral and advocacy services, which include, based on an understanding of the local community and relationships developed with other organisations:**
- (i) making referrals in accordance with the JPET Guidelines, including supported referrals, to other agencies or programmes to obtain specialist assistance appropriate to each JPET Participant's particular needs; and
 - (ii) providing advocacy for JPET Participants within existing community or government agencies and services; and
- (d) **practical support services, being practical support and assistance to a JPET Participant to facilitate their move towards an Economic Outcome, and which includes using Funds from the Brokerage Component to provide practical support to JPET Participants to meet their needs and overcome barriers.**

TRANSITIONAL SUPPORT

- 8.5 The Funding Recipient must provide Transitional Support to a JPET Participant for 13 weeks.
- 8.6 The Funding Recipient should attempt to make a minimum of 3 Formal Contacts with the JPET Participant during Transitional Support.
- 8.7 Where a JPET Participant is transitioning from the JPET Programme to an Economic Outcome the Funding Recipient must negotiate with the relevant provider/organisation to arrange Transitional Support, which includes:
- (a) determining the frequency of contact with the JPET Participant, depending on the JPET Participant's individual needs; and
 - (b) recording contacts for the purposes of Transitional Support on DEEWR IT Systems.

DELIVERY OF JPET CORE SERVICES

8.8 The Funding Recipient must provide the JPET Core Services in a way that:

- (a) is tailored to the needs of, and addresses the barriers Multiple Non-Vocational Barriers facing, the JPET Participants;**
- (b)—is tailored to respond to local needs and circumstances;**
- (c)—utilises and links with relevant services, agencies or programmes operating in the ESA;**
- (d)—is accessible to JPET Participants; and**
- (e) does not duplicate or replace existing services.**

8.9 The JPET Core Services must be provided in a flexible manner which is designed to assist JPET Participants to achieve an Economic Outcome.

LOCATION OF JPET CORE SERVICES

8.10 The Funding Recipient must deliver the JPET Core Services in the ESAs:

- (a) at the Sites and be open at the times specified in Item E4.13 of Schedule E4; and**
- (b) on an Outreach Basis, at other locations as required by the needs of JPET Participants.**

8.11 The Funding Recipient must provide accessible and well presented premises at all Sites that:

- (a) prominently display and make available promotional material relating to the Code of Practice and the JPET Service Guarantee; and**
- (b) have clear signs indicating that the Site provides JPET Core Services (in languages other than English if appropriate) in accordance with the Employment Services Style Guide.**

INTERVENTION-PLAN

8.12—The Funding Recipient must prepare an-Intervention-for each JPET Participant, in consultation with-that-JPET Participant, no later than 30 Business Days after the Participant Commencement Date for that JPET Participant.

8.13—Each-Intervention-Plan must, to DEEWR's satisfaction:

- (a) **list the JPET Participant's Multiple Non-Vocational Barriers and the status, as set out on DEEWR IT Systems, of each of the Multiple-Non-vocational Barriers;**
- (b) **identify proposed strategies and appropriate interventions that the-JPET Participant requires to overcome their identified Multiple Non-Vocational Barriers;**
- (c) **detail the sequence of those interventions and how they will be delivered; and**
- (d) **comply with any additional requirements under the JPET Guidelines.**

8.14 The Funding Recipient must ensure that each Intervention Plan:

- (a) **is in the format advised by DEEWR;**
- (b) **is submitted to DEEWR on DEEWR IT Systems;**
- (c) **is consistent with the JPET Guidelines; and**
- (d) **is consistent with the JPET Service Guarantee.**

8.15—The Funding Recipient must review and update a JPET Participant's Intervention ~~amend each Action~~ Plan on DEEWR IT Systems:

- (a) **if as-a JPET Participant's circumstances change; and**
- (b) **to reflect a JPET Participant's ongoing progress in the JPET Programme.**

FREQUENCY OF CONTACT WITH JPET PARTICIPANTS

8.16-The Funding Recipient must provide JPET Core Services to each JPET Participant through, ~~at a minimum, Formal-Contact~~ every 28 days with the JPET Participant.

8.17-Where an Activity Tested JPET Participant does not attend or cooperate in the ~~monthly~~ Formal-Contacts-referred to in clause-8.16, the Funding Recipient must follow the process set out in clauses 7.6, 7.7 or 14, as appropriate.

Failure to Commence, Resume or attend an Initial Meeting

- 8.18 The Funding Recipient must, in accordance with the JPET Guidelines, make a record on DEEWR IT Systems where:
- (a) a Potential JPET Participant fails to Commence; or
 - (b) a JPET Participant fails to Resume.

PRIOR TO A JPET PARTICIPANT BEING EXITED

- 9.1 Prior to Exiting an Activity Tested JPET Participant from the Programme, the Funding Recipient must refer the JPET Participant to a Job Capacity Assessment Provider. This requirement does not apply to a JPET Participant who:
- (a) has achieved an Economic Outcome;**
 - (b) is incarcerated or deceased;**
 - (c) has been transferred to another JPET Provider; or**
 - (d) has been Exited by DEEWR or a Job Capacity Assessment Provider.**

WHEN A JPET PARTICIPANT IS EXITED

- 9.2 The Funding Recipient must Exit a JPET Participant from the JPET Programme when:
- (a) a JPET Participant, other than an Activity Tested JPET Participant, no longer wishes to participate in the JPET Programme with the Funding Recipient;
 - (b) the JPET Participant relocates and wishes to participate in the JPET Programme in their new location;
 - (c) the Funding Recipient has completed providing Transitional Support to the JPET Participant who has achieved an Economic Outcome;
 - (d) the Objectives specified in clause 2.1 have been achieved in respect of the JPET Participant;
 - (e) DEEWR, Centrelink or a Job Capacity Assessment Provider notifies the Funding Recipient to cease providing JPET Core Services to the JPET Participant; or
 - (f) any of the situations outlined in the JPET Guidelines occurs;
- whichever is the earlier. –
- 9.3 The Funding Recipient:
- (a) must not provide JPET Core Services to a JPET Participant after they have been Exited; and**
 - (b) is not entitled to Funding if any JPET Core Services are provided by the Funding Recipient to the JPET Participant after they have been Exited.**
- 9.4 The Funding Recipient must record all Exits, in accordance with the JPET Guidelines, on DEEWR IT Systems other than those Exits that are:
- (f) automatically recorded by DEEWR IT Systems; or
 - (g) recorded by DEEWR on DEEWR IT Systems.

- 9.5 The Funding Recipient must finalise and submit an Exit Report, on DEEWR IT Systems, for a JPET Participant on, or prior to, the date that the JPET Participant is Exited and recorded as such on DEEWR IT Systems in accordance with clause 9.4.
- 9.6 An Exit Report must include:
- (a) where clause 9.2(a) applies, the JPET Participant's reason for leaving the JPET Programme;
 - (b) the interventions undertaken by the Funding Recipient and JPET Participant and, if relevant, by any other JPET Provider;
 - (c) any difficulties faced by the JPET Participant during the JPET Programme;
 - (d) achievement of Outcomes; and
 - (e) the JPET Participant's remaining Multiple Non-Vocational Barriers, if any, and any recommendations for future activities and interventions.
- 9.7 Where clause 9.2(c) applies, the Exit Report must also include details of the Economic Outcome that has been achieved by the JPET Participant.

Resuming Eligible JPET Participants

9.8 If an Eligible JPET Participant Resumes with the Funding Recipient after being Exited in the same Financial Year as their original Commencement they will not count towards achievement of Quarterly Business Levels.

9.9 If an Eligible JPET Participant Resumes with the Funding Recipient after 13 weeks of the date they are Exited in a different Financial Year to their original Commencement they will be counted as a Commencement on the programme and will count towards achievement of the Quarterly Business Level.

- 9.10 Where an Eligible JPET Participant is Resuming in the JPET Programme the Funding Recipient must:
- (i) **complete an Intervention Plan, where one does not exist, or review and amend the JPET Participant's existing Intervention Plan, as appropriate, based on the JPET Participant's current circumstances; and**
 - (ii) **amend that JPET Participant's Activity Agreement or Voluntary Activity Agreement as appropriate.**

Transfers

- 9.11 When a JPET Participant relocates and wishes to participate in the JPET Programme in their new location, the Funding Recipient must:
- (a) **facilitate a Transfer ~~cross~~-referral in accordance with the JPET Guidelines, to an appropriate JPET Provider in the new location; and**

(c) **transfer all of the JPET Participant's records to the new provider in accordance with the Records Management Instructions.**

9.12 If the JPET Provider Commences the JPET Participant Transferred in clause 9.11, the JPET Participant will count as a new Commencement for the New JPET Provider.

39. 10 REPORTING REQUIREMENTS AND RECORD KEEPING

ACQUITTAL REPORTS

10.1 In addition to the requirements set out in clauses 14.3 and 14.4 of Part A, and subject to clause 10.3 of this Part E, the Acquittal Report must include:

- (a) a fully itemised breakdown of Budget Line Items;
- (b) indicate whether the Funding Recipient would like DEEWR to apply the Carryover Funding provisions as set out in clauses 12.38 to 12.40 for the following Financial Year;
- (c) if applicable, the amount of Actual Funding received for each Budget Line Item which is unexpended or unacquitted;
- (d) if applicable, amounts spent in excess of the Actual Funding received for each Budget Line Item; and
- (e) if applicable, the amount of any Previous Carryover Funding against each Budget Line Item.

10.2 The Funding Recipient may, in accordance with the JPET Guidelines, request DEEWR's approval to provide a Combined Acquittal Report for the remaining term of the Deed.

10.3 If DEEWR approves a request made pursuant to clause 10.2, the Funding Recipient must, notwithstanding clause 10.1, in addition to the requirements set out in clauses 14.3 and 14.4 of Part A, provide a Combined Acquittal Report for the remaining term of the Deed, in accordance with the JPET Guidelines.

10.4 The Combined Acquittal Report must include:

- (a) the details of the Outreach ESA and the Neighbouring Service ESA that have been combined;
- (b) a fully itemised breakdown of the combined Budget Line Items;
- (c) indicate whether the Funding Recipient would like DEEWR to apply the Carryover Funding provisions as set out in clauses 12.38 to 12.40 for the following Financial Year;
- (d) if applicable, the amount of Actual Funding received for each Budget Line Item which is unexpended or unacquitted;
- (e) if applicable, amounts spent in excess of the Actual Funding received for each combined Budget Line Item; and

(f) if applicable, the amount of any Previous Carryover Funding against each of the combined Budget Line Items.

10.5 The Acquittal Report and Combined Acquittal Report must be in the form set out in the JPET Guidelines, or as otherwise specified by DEEWR.

Progress Report

10.6 If requested by DEEWR, the Funding Recipient must provide, within 20 Business Days of the request, a Progress Report for expenditure in the period specified in the request.

10.7 In addition to the requirements set out in clause 14.2 of Part A, the Progress Report must include a fully itemised breakdown of income and expenditure against the Budget Line Items for the period specified in the request.

10.8 The Progress Report must be in the form set out in the JPET Guidelines or as specified by DEEWR.

Record keeping

10.9 In addition to the requirements set out in clause 26 of Part A of this Deed, the Funding Recipient must meet the Documentary Evidence requirements detailed in the JPET Guidelines.

10.10 The Funding Recipient must enter all information on DEEWR IT Systems within the timeframes specified in this Part E or the JPET Guidelines.

Job Seeker Incident Report

10.11 The Funding Recipient must submit a Job Seeker Incident Report on DEEWR IT Systems in accordance with the JPET Guidelines when an Incident occurs.

40. 11. INFORMATION TECHNOLOGY

11.1 During the Activity Period, DEEWR may, pursuant to clause 15.1 of Part A of this Deed, on 60 Business Days notice, require the Funding Recipient, at its own cost, to use the DEEWR IT Systems for the purpose of providing JPET Services.

11.2 If DEEWR requires the Funding Recipient to use the DEEWR IT Systems pursuant to clause 11.1, the Funding Recipient may be required, at its own cost, amongst other things and as notified by DEEWR, to:

(a) **claim any Funding instalments;**

(b) **submit any Reports; and**

~~(c)~~ **enter any data**

ON THE DEEWR IT SYSTEMS.

41. 12. PAYMENTS

PAYMENT OF FUNDING

- 12.1 All payments under this Part E are “Funding” for the purposes of Part A of this Deed.
- 12.2 DEEWR will pay the Funding Recipient the Total Funding subject to, and in accordance with, this Deed.

ESTABLISHMENT OF ACCOUNTS FOR FUNDING

- 12.3 The Funding Recipient must, within 10 Business Days of the Activity Start Date, open a separate account in accordance with clause 9.3 of Part A, for the sole purpose of accounting for Funding paid to DEEWR for the provision of JPET Core Services.
- 12.4 The Funding Recipient must ensure that the account established under clause ~~10.3~~ 12.3 does not go into debit or overdraft at any time during the Term of this Deed.

FUNDING PAYMENTS

- 12.5 The maximum amount of Funding payable to the Funding Recipient in each ESA for a Financial Year is the ESA FY Funding Amount, which equals A x B where:
- A = Cost Per Participant
B = Annual Business Level
- 12.6 The ESA FY Funding Amount is paid in four quarterly instalments to the Funding Recipient. Each of these instalments are divided into:
- (a) an Advance Payment paid at the beginning of each Quarter;
 - (b) a Top Up Advance Payment which is for the same Quarter as the Advance Payment, but paid at the beginning of the next Quarter; and
 - (c) a Performance Payment which is for the same Quarter as the Advance Payment, but paid at the beginning of the next Quarter.
- 12.7 Entitlement to the instalments in clause 12.6 is conditional on the Funding Recipient's:
- (a) level of achievement of Commencements against Quarterly Business Levels, calculated in accordance with clauses 12.5-12.19. The level of achievement in these formulas is rounded to two decimal places; and
 - (b) satisfactory performance and compliance with this Deed as determined by DEEWR.

Advance Payment

- 12.8 The Advance Payment for a Quarter is based on the Funding Recipient's achievement of Commencements against its Cumulative Quarterly Business Level (YTD) except for the first Quarter of each Financial Year.

- 12.9 In the first Quarter of each Financial Year the Funding Recipient will receive the Maximum Advance Payment for the Quarter, which equals $0.2 \times A \times B$ where:
- A = Cost Per Participant
B = Annual Business Level
- 12.10 In the second, third and fourth Quarters of a Financial Year the amount of the Advance Payment payable to the Funding Recipient will be based on its achievement of Commencements, as at the end of the previous Quarter, against its Cumulative Quarterly Business Level (YTD).
- 12.11 Where the Funding Recipient achieves 80% or more of its Cumulative Quarterly Business Level (YTD) at the end of the previous Quarter, it will receive the Maximum Advance Payment in the next Quarter.
- 12.12 Where the Funding Recipient achieves less than 80% of its Cumulative Quarterly Business Level (YTD) at the end of the previous Quarter, it will receive a reduced Advance Payment directly proportional to its achievement of Commencements against its Cumulative Quarterly Business Level (YTD) in the previous Quarter. This reduced Advance Payment to the Funding Recipient equals $(C \div D) \times 0.25 \times A \times B$, where:
- A = Cost Per Participant
B = Annual Business Level
C = Cumulative Commencements (YTD) at End of Previous Quarter
D = Cumulative Quarterly Business Level (YTD) at End of Previous Quarter

Top Up Advance Payment+

- 12.13 If, under clause 12.12, the Funding Recipient receives a reduced Advance Payment in a Quarter, the Funding Recipient may be entitled to a Top Up Advance Payment where the Funding Recipient has improved its performance against its Cumulative Quarterly Business Level (YTD) during that Quarter. This payment is directly proportional to the difference in the level of achievement of Commencements against the Cumulative Quarterly Business Level (YTD) at end of that Quarter and the level of achievement of Commencements against the Cumulative Quarterly Business Level (YTD) at the end of the previous Quarter.
- 12.14 The proportion of the Top Up Advance Payment payable to the Funding Recipient in a Quarter equals $((E \div F) - (C \div D)) \times (0.25 \times A \times B)$ up to the Maximum Advance Payment for that Quarter, where:
- A = Cost Per Participant
B = Annual Business Level
C = Cumulative Commencements (YTD) at End of Previous Quarter
D = Cumulative Quarterly Business Level (YTD) of Previous Quarter
E = Cumulative Commencements (YTD) at End of Quarter
F = Cumulative Quarterly Business Level (YTD) of Quarter

12.15 The Funding Recipient is not entitled to a Top Up Advance Payment for a Quarter if it has already received the Maximum Advance Payment for that Quarter.

Performance Payment

12.16 The Performance Payment for a Quarter payable to the Funding Recipient is based on its achievement of Commencements against the Quarterly Business Level for that Quarter.

12.17 If the Funding Recipient achieves 100% of its Quarterly Business Level it will receive the Maximum Performance Payment. The Maximum Performance Payment equals $(0.05 \times A \times B)$ where:

A = Cost Per Participant
B = Annual Business Level

12.18 If the Funding Recipient achieves between 81% and 99% of its Quarterly Business Level, it will receive a reduced Performance Payment directly proportional to its achievement of Commencements for the Quarter against its Quarterly Business Level in that Quarter. This reduced payment equals $(G \div H) \times (0.25 \times A \times B) - (0.2 \times A \times B)$ where:

A = Cost Per Participant
B = Annual Business Level
G = Commencements in Quarter
H = Quarterly Business Level for Quarter

12.19 If the Funding Recipient achieves 80% or less of its Quarterly Business Level, the Funding Recipient will not receive any Performance Payment for that Quarter.

12.20 DEEWR may, at its sole discretion:

(a) vary the frequency of Funding instalments and the amount of Funding payable to the Funding Recipient; and

(b) elect to pay all or some of the amount referred to in clauses 12.5 to 12.19 taking into account the Funding Recipient's performance and compliance with this Deed.

Additional Business

12.21 If the Funding Recipient accepts an offer from DEEWR of an allocation of one or more places in addition to the Quarterly Business Levels for a remaining Quarter in a Financial Year, the Funding Recipient will be entitled to claim an additional payment for each of these additional places, equal to the Cost Per Participant, where it achieves a Commencement above the Quarterly Business Level.

12.22 The Funding Recipient must submit a request for an additional payment for each Commencement, as set out in clause 12.21 above, in DEEWR IT Systems.

Decreased Business

- 12.23 Where DEEWR decreases the Annual Business Level in an ESA in a Financial Year, the ESA FY Funding Amount will decrease, and will be calculated as follows:
ESA FY Funding Amount = Cost Per Participant x decreased Annual Business Level
- 12.24 The Annual Business Level, following the decrease, applies to clauses 12.5-12.19 for the purposes of calculating Advance Payments and Performance Payments.
- 12.25 If the Funding Recipient has received Actual Funding that exceeds the new revised ESA FY Funding Amount calculated pursuant to clause 12.23, the excess Funding will be a debt for the purposes of clause 10 of Part A.

Brokerage component

- 12.25a The Funding Recipient must use the Brokerage Component only for the purposes of purchasing direct assistance and support to JPET Participants in accordance with clauses 12.26, 12.27 and 12.28 and the JPET Guidelines.
- 12.26 The Funding Recipient:
- (a) is not required to expend the Brokerage Component on every JPET Participant that Commences with the Funding Recipient; and**
 - (b) must consider the individual needs of each JPET Participant when determining whether the Brokerage Component should be expended.**
- 12.27 The Funding Recipient must:
- (a) use the Brokerage Component only to purchase specific services to overcome barriers faced by a JPET Participant and assist in their engagement or re-engagement in education, training, employment, employment assistance or other specialist services relevant to their barriers and circumstances;**
 - (b) retain appropriate evidence of expenditure of the Brokerage Component;**
 - (a) not use the Brokerage Component for:**

- (i) any costs or overheads associated with delivering the JPET Core Services;
 - (ii) any activities, assistance or services that the Funding Recipient is required to deliver under this Deed;
 - (iii) assistance not directly related to addressing the needs and barriers of the individual JPET Participant;
 - (iv) purchases that may bring the JPET Programme or the Commonwealth into disrepute;
 - (v) purchases that are not in accordance with the JPET Guidelines;
 - (vi) wage subsidies or other employment related assistance available through other programmes such as Job Network; or
- (d) record the Brokerage expenditure in DEEWR IT Systems in accordance with the JPET Guidelines.

12.28 DEEWR may advise the Funding Recipient from time to time of items, goods or services that the Funding Recipient must not purchase with the Brokerage Component.

BUDGET

12.29 The Budget for each ESA is set out at Item E4.14 of Schedule E4 and includes nominated expenditure against each of the Budget Line Items for each ESA equalling the ESA FY Funding Amount.

12.30 [Reserved]

12.31 Where the Funding Recipient is offered additional places or has a decreased Annual Business Level, the Funding Recipient should re-submit a revised Budget based on the revised ESA FY Funding Amount.

12.32 In accordance with clause 9.1 of Part A, the Funding Recipient must expend the Funding in a manner consistent with the Budget and in accordance with the JPET Guidelines.

Evidence of items purchased with the Brokerage Component

Evidence of items purchased with the Brokerage Component

12.33 The Funding Recipient must maintain evidence of what practical support is purchased with the Brokerage Component and, upon request by DEEWR, provide that evidence to DEEWR in the form prescribed in clauses 25.1 and 25.2 and 13.6(g) of Part A.

Acquittal Adjustment

- 12.34 After receipt of the Acquittal Report in accordance with clause 10.1 or Combined Acquittal Report in accordance with clause 10.4, DEEWR will calculate the amount of unexpended or unacquitted Funds by making the following adjustment:
- (a) where the actual Brokerage Component expenditure exceeds the amount of the Actual Funding received for the Brokerage Component Budget Line Item, the amount of excess Brokerage Component expenditure will be acquitted against any unexpended or unacquitted Funding in the operational and/or staffing Budget Line Items;
 - (b) where the actual staffing expenditure exceeds the Actual Funding received for the staffing Budget Line Item, the amount of excess staffing expenditure will be acquitted against any unexpended or unacquitted Funding in the operational Budget Line Item;
 - (c) where the actual operational expenditure exceeds the Actual Funding received for the operational Budget Line Item then the amount of excess operational expenditure will be acquitted against any unexpended or unacquitted Funding in the staffing Budget Line Item.
- 12.35 DEEWR will not adjust the staffing and/or operational expenditure which is in excess of the Actual Funding received for those Budget Line Items, against unexpended or unacquitted Funding in the Brokerage Component Budget Line Item.

Carryover Funding

- 12.36 DEEWR may apply the Carryover Funding provisions, as set out in clause 12.38 to 12.40 where the Funding Recipient has, in accordance with clause 10.1(b) or 10.4(c), indicated that they would like DEEWR to apply the Carryover Funding provisions.
- 12.37 For the avoidance of doubt, DEEWR may refuse any request for Carryover Funding at its absolute discretion.
- 12.38 If, following the Acquittal Adjustment, the Funding Recipient has unexpended or unacquitted Funding for any Budget Line Item, DEEWR will calculate the amount of Carryover Funding for the next Financial Year in accordance with clause 12.39.
- 12.39 The Carryover Funding will be an amount no greater than 10% of the Actual Funding received in the previous Financial Year, and will be calculated by:
- (a) carrying over any unexpended or unacquitted Funding in the Brokerage Component Budget Line Item as a priority; and
 - (b) if (a) is less than 10% of Actual Funding received, then carrying over any unexpended or unacquitted Funding in the staffing and operational Budget Line Items,
- in accordance with the JPET Guidelines.
- 12.40 Any Carryover Funding must be allocated to the Budget Line Item to which the Funds applied in the previous Financial Year, or as otherwise notified by DEEWR. The Budget Line Item is then adjusted to take into account the Carryover Funding.

Remaining Unexpended or Unacquitted Funds

- 12.41** If after the Acquittal Adjustment and, if applicable, the calculation of Carryover Funding, there are any remaining unexpended or unacquitted Funds paid by DEEWR to the Funding Recipient in a Financial Year, such unexpended or unacquitted Funds must, as set out in clauses 9 and 10 of Part A, be repaid by the Funding Recipient or otherwise dealt with as notified by DEEWR.

42. ———PERFORMANCE MANAGEMENT

- 13.1 For the purposes of this Part E and clause 19 of Part A, Performance Periods will be Quarterly.
- 13.2 If, at any time, the performance of the Funding Recipient at the ESA level or Site level is less than satisfactory, DEEWR may, at its sole discretion, decrease the Annual Business Levels for all or part of the remaining Activity Period.
- 13.3 For the avoidance of doubt, references in this clause 13 to decreasing Annual Business Levels include reducing or decreasing Annual Business Levels to zero. If required by DEEWR, where DEEWR reduces to zero the Annual Business Level of an ESA, the Funding Recipient must:
- (a) **discontinue providing JPET Services from the ESA from the date specified by DEEWR; and**
 - (b) **immediately return all unacquitted Funds to DEEWR.**
- 13.4 This clause 13 is without prejudice to any other right which has or may accrue to the Commonwealth.
- 13.5 For the purposes of clause 19 of Part A, the KPIs for Part E are contained in Schedule E2.

43. 14 NOTIFICATION TO CENTRELINK

- 14.1 In respect of any Potential JPET Participant or JPET Participants who are in receipt of Unemployment Allowance(s), the Funding Recipient must notify Centrelink of any:
- (a) **change in the circumstances of a Potential JPET Participant or JPET Participant; and**
 - (b) **non-compliance or possible non-compliance by a Potential JPET Participant or JPET Participant of obligations relating to Unemployment Allowances(s);**
- within five (5) Business Days of becoming aware of the change in circumstances, the non-compliance or possible non-compliance referred to in clause 14.1.

14.2 The Funding Recipient must respond within 5 Business Days to any request for information by Centrelink or DEEWR about any change in circumstances, breach or possible breach referred to in clause 14.1.

44. 15. INSURANCE REQUIREMENTS

15.1 As required by clause 30 of Part A of this Deed, the Funding Recipient must, at its own cost, effect and maintain or cause to be effected and maintained, for the Activity Period, insurance relevant to the provision of JPET Services and the Funding Recipient's obligations under this Deed, including but not limited to the following insurances:

- (a) for any motor vehicle used in or the provision of any JPET Services, insurance for not less than \$20 million for any occurrence which covers:
 - (i) third party property damage arising from the use of any plant or vehicles (registered or unregistered) used in respect of the provision of any JPET Services or pursuant to this Deed (including transporting JPET Participants and Potential JPET Participants); and
 - (ii) the personal injury of, disease or illness (including mental illness) to, or death of, any person arising from the use of any unregistered plant or vehicles used in or in connection with the provision of any JPET Services or pursuant to this Deed (including transporting JPET Participants and Potential JPET Participants);
- (b) public liability insurance, written on an occurrence basis, with a limit of indemnity of at least \$10 million in respect of any one occurrence which covers:
 - (i) the Funding Recipient's liability and the liability of its employees (including to DEEWR and to the JPET Participants and Potential JPET Participants); and
 - (ii) the vicarious liability of DEEWR in respect of the acts or omissions of the Funding Recipient;in respect of:
 - (A) loss of, damage to, or loss of use of any real or personal property (including property of DEEWR in the care, custody or control of the Funding Recipient); and
 - (B) the bodily injury of, disease or illness (including mental illness) to, or death of, any person;arising out of or in connection with the Funding Recipient's provision of any JPET Services or this Deed;
- (c) insurance which insures any injury, damage, expense, loss or liability suffered or incurred by any person engaged in work by the Funding Recipient under this

Deed as it applies in respect of this Deed including employees of the Funding Recipient:

- (i) giving rise to a claim:
 - (A) under any statute relating to workers' or accident compensation; and
 - (B) in relation to JPET Services that are provided in Western Australia, employer's liability at common law with a limit of indemnity of not less than \$50 million for any one occurrence;
 - (ii) in each State or Territory where the Funding Recipient's employees normally reside or where their contract of employment was made, or where JPET Services are provided; and
 - (iii) where possible under the relevant law or scheme governing workers compensation insurance and in respect of all employers' liability policies, extending to indemnify DEEWR for its liability as principal in relation to any claim by an employee of the Funding Recipient or a JPET Participant; and
- (d) professional indemnity insurance or errors and omissions insurance to be maintained during the Activity Period and any Transition Period and for at least seven years following the end of the Activity Period:
- (i) which covers the liability of the Funding Recipient arising from a negligent breach of duty owed in a professional capacity in connection with the performance of this Deed as it applies in respect of this Part E and any JPET Services or, where errors and omissions insurance is effected, arising from an error or omission in judgement, by the Funding Recipient, its employees, subcontractors, consultants or agents;
 - (ii) extending to include cover for unintentional breaches of Intellectual Property Rights;
 - (iii) with a limit of indemnity of at least \$5 million in respect of each claim and in the aggregate for all claims in any one 12 month policy period.

45. 16. POLICE CHECKS

16.1 The Funding Recipient warrants that the Funding Recipient will not engage any person, in paid or voluntary work, on, or in relation to, any part of the JPET Services without first conducting a police check of that person's criminal record.

16.2 The Funding Recipient warrants that the Funding Recipient will not engage any person, in paid or voluntary work, on, or in relation to, any part of the JPET Services who has a serious criminal record without the prior written permission of the Account Manager.

16.3 If requested by DEEWR, the Funding Recipient must provide to DEEWR evidence satisfactory to DEEWR that the Funding Recipient has complied with this clause 16.



SCHEDULE E1 JPET SERVICE GUARANTEE

What JPET can help you with

When you participate in the JPET programme, your JPET provider will give you information and assistance such as:

- help to sort out your living situation
- help to stay in school or get into training or a job
- information about education, training and job assistance that will suit you.

You can expect your JPET provider to:

- tell you about your rights and responsibilities
- tell you about other services that can help you
- teach you skills and offer you chances to develop
- help you deal with problems that stop you from achieving your goals
- help you get back to school, or get into training or a job
- give you information about education and training
- talk to others on your behalf
- support you and listen to you
- offer you a range of services to support you, including interpreter services if you need them.

What JPET can help you with

When you participate in the programme, your JPET provider will give you information and assistance such as:

- help you to sort out your living situation
- help to stay in school or get into training or a job
- information about education, training and job assistance that will suit you.

You will receive services from your JPET provider to help you get back on track. When delivering these services, your JPET provider will take into consideration your circumstances, background, needs and skills.

At all times, your JPET provider has a responsibility to:

- behave professionally
- provide polite service
- consider your needs, including your family background
- treat you fairly and with respect

- talk to you in a way you can understand
- keep information about you private, except if required to share or disclose that information according to law or with your consent.

Your JPET provider is responsible for providing this guaranteed level of service.

If you are not happy with the service you have received from your JPET provider:

- talk to your JPET provider – ask to speak to the manager
- if you are still not happy, or feel you cannot talk to your JPET provider, you can call the Customer Service Line on freecall **1800 805 260**. You will speak to a Customer Service Officer in the capital city of the state or territory you are calling from. This person will try to sort things out quickly and fairly.

Or you can write to:

Customer Service Officer

Department of Education, Employment and Workplace Relations

GPO Box 9879

IN YOUR CAPITAL CITY



SCHEDULE E2 KEY PERFORMANCE INDICATORS

KPI	DESCRIPTION	MEASURES
KPI 1 Efficient engagement of the JPET Target Group	To maximise the number of Commencements.	Number of actual Commencements compared with the contracted Business Levels.
KPI 2 Effective strategies to stabilise circumstances, identify and overcome barriers and achieve Outcomes for JPET Participants	To maximise the number of JPET Participants who achieve an Outcome.	(a) Proportion of JPET Participants who achieve Social Outcomes (b) Proportion of JPET Participants who achieve Economic Outcomes.
KPI 3 Delivery of high quality JPET Services	DEEWR satisfaction with delivery of JPET Services in accordance with this Deed, the Code of Practice and JPET Service Guarantee.	Number and type of Complaints received from JPET Participants or any other source and how they are dealt with by the Funding Recipient.



SCHEDULE E3 JPET BUDGET LINE ITEM DEFINITIONS

Staffing Costs are all staffing costs associated with the delivery of JPET Core Services, including:

1. staff salaries and on costs/staff accruals;
2. professional development;
3. staff supervision costs;
4. training and conference expenses;
5. workers compensation insurance;
6. superannuation; and
7. job advertising.

Operational Costs are those costs associated with delivery of JPET Core Services to JPET Participants:

1. service delivery expenses;
2. information sessions, marketing/promotion and advertising;
3. support activities and other programme development costs;
4. travel costs including travel expenses, cost associated with staff travel and motor vehicle leases for those vehicles used for direct service delivery.
5. electricity and gas expenses;
6. telephone;
7. postage, printing, photocopying, stationery;
8. office equipment;
9. maintenance and repairs of office equipment;
10. stores and other administration costs;
11. computer software;
12. meeting costs;
13. legal expenses;
14. amenities;
15. library;
16. external audit and accounting services;
17. finance costs and bank charges;
18. organisational memberships and levies including that of peak bodies and other social services organisations and other operational expenses;
19. property costs: those costs associated with accommodation, rent, building insurance, cleaning, maintenance and repairs of buildings and grounds, rates

and taxes, depreciation (property); and other property expenses; and
20. insurance.



Brokerage Component Costs are those costs associated with the sole purpose of providing and purchasing direct assistance and support for participants. These can include expenditure on:

1. Education Fees
2. Education Materials
3. Medical
4. Food
5. Utilities
6. Rent
7. Crisis Accommodation
8. Clothes
9. Activities
10. Specialist
11. Legal



SCHEDULE E4 - DEED AND BUSINESS DETAILS

This schedule provides specific DEEWR, Funding Recipient and business details pursuant to Part A and the relevant Specific Conditions of this Deed. When completed for an individual Funding Recipient it is included with the relevant executed Employment Services Funding Deed Particulars.

