Workforce Australia - Transition to Work Deed 2022–2027

Effective 1 July 2026

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Deed Variation History: A complete variation history, which reflects all general deed variations made to date, is provided at the end of this document. Minor typographical and formatting changes for accessibility have also been applied to this document, but do not appear in the Deed Variation History.

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READER'S GUIDE TO THIS DEED

This Deed is comprised of:

1. THE PARTICULARS
2. PART A – GENERAL TERMS AND CONDITIONS
3. PART B – SERVICES REQUIREMENTS
4. ANNEXURE B1 – OUTCOMES
5. ANNEXURE B2 – PAYMENTS
6. ATTACHMENTS AND THE SCHEDULES TO THIS DEED
7. THE GUIDELINES

The PARTICULARS set out the details of the parties to this Deed.

There are 4 CHAPTERS in PART A – GENERAL TERMS AND CONDITIONS:

CHAPTER A1 – INTRODUCTION

CHAPTER A2 – BASIC CONDITIONS

CHAPTER A3 – INFORMATION MANAGEMENT

CHAPTER A4 – DEED ADMINISTRATION

There are 6 CHAPTERS in PART B – SERVICES REQUIREMENTS:

CHAPTER B1 – GENERAL REQUIREMENTS

CHAPTER B2 – SERVICING PARTICIPANTS

CHAPTER B3 – ACTIVITIES

CHAPTER B4 – PARTICIPANT REQUIREMENTS

CHAPTER B5 – SERVICING EMPLOYERS

CHAPTER B6 – OUTCOMES AND PAYMENTS

There are 2 ANNEXURES to this Deed:

ANNEXURE B1 – OUTCOMES

ANNEXURE B2 – PAYMENTS

There are 3 ATTACHMENTS to this Deed:

ATTACHMENT 1 – DEFINITIONS

ATTACHMENT 2 – JOINT CHARTER

ATTACHMENT 3 – SERVICE GUARANTEE

There are two SCHEDULES to this Deed:

SCHEDULE 1 – DEED AND BUSINESS DETAILS

SCHEDULE 2 – SERVICE DELIVERY PLAN(S)

There are notes at various points in this Deed. Except where expressly stated to the contrary, none of these form part of this Deed for legal purposes. They are intended to make this Deed easier to understand and read.

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PART A – GENERAL TERMS AND CONDITIONS

CHAPTER A1 – INTRODUCTION

Section A1.1 – Definitions and interpretation

1. Definitions and interpretation

1.1 In this Deed, unless the contrary intention appears:

(a) all:

(i) capitalised terms have the meaning given to them in the definitions in ATTACHMENT 1 – DEFINITIONS; and

(ii) other words have their natural and ordinary meaning;

(b) words in the singular include the plural and vice versa;

(c) a reference to an entity includes a natural person (i.e. an individual), a partnership, a body corporate, an incorporated association, a governmental or local authority or agency, or any other legal entity;

(d) a reference to any legislation or legislative provision is to that legislation or legislative provision as in force from time to time;

(e) the chapter headings, section headings, clause headings and subheadings within clauses and notes are inserted for convenience only, and do not affect the interpretation of this Deed;

(f) a rule of construction does not apply to the disadvantage of a Party just because the Party was responsible for the preparation of this Deed;

(g) a reference to an internet site or webpage includes those sites or pages as amended from time to time;

(h) a reference to a Guideline, form, agreement or other document is to that document as revised or reissued from time to time;

(i) a reference to the name of a Commonwealth program is to that name as amended from time to time;

(j) where a word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;

(k) the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;

(l) a reference to time is to the time in the location where the relevant Services are to be performed; and

(m) a reference to A$, $A, dollar or $ is to Australian currency.

1.2 The Provider agrees that:

(a) Conditions of Offer form part of this Deed;

(b) Guidelines form part of this Deed;

(c) it must perform all obligations in this Deed in accordance with any Guidelines, even if a particular clause does not expressly refer to any Guidelines;

(d) Guidelines may be varied by the Department at any time and at the Department's absolute discretion; and

(e) any action, direction, advice or Notice that may be taken or given by the Department under this Deed, may be taken or given from time to time and at the Department's absolute discretion.

1.3 The word 'Reserved' indicates that a particular clause is not used.

1.4 The Department's exercise of any right under this Deed does not in any way limit the Department's other rights under this Deed or the law.

1.5 For avoidance of doubt, the Department's exercise of any right under this Deed, except under clause 57, does not amount to a reduction of scope or termination for which any amount is payable by the Department.

2. Priority of Deed Documents

2.1 To the extent of any inconsistency between any of the following documents forming part of this Deed, the following order of precedence will apply:

(a) any Conditions of Offer;

(b) clauses 1 to 141 and ATTACHMENT 1 – DEFINITIONS;

(c) any Annexures to this Deed;

(d) SCHEDULE 1 – DEED AND BUSINESS DETAILS;

(e) the Particulars;

(f) any Guidelines;

(g) SCHEDULE 2 – SERVICE DELIVERY PLAN(S);

(h) ATTACHMENT 2 – JOINT CHARTER;

(i) ATTACHMENT 3 – SERVICE GUARANTEE; and

(j) any documents incorporated by reference.

CHAPTER A2 – BASIC CONDITIONS

Section A2.1 – Deed length

3. Term of this Deed

3.1 This Deed starts on the Deed Commencement Date and, unless terminated earlier, expires on the Deed Completion Date.

3.2 The Department may, at its absolute discretion, offer the Provider an extension of the Term of this Deed:

(a) for one or more Extended Service Periods up to a maximum total period of three years; and

(b) if the Department determines, at its absolute discretion, on the basis of additional terms and conditions, or variations to existing terms and conditions,

by giving Notice to the Provider not less than 20 Business Days prior to the Deed Completion Date.

3.3 If:

(a) the Department offers the Provider an extension of the Term of this Deed under clause 3.2; and

(b) the Provider accepts the offer,

the Term of this Deed will be extended in accordance with the offer.

4. Survival

4.1 The termination or expiry of this Deed for any reason does not extinguish or otherwise affect the operation of:

(a) clauses 10 (Information provided to the Department), 11 (Records to be provided), 12 (General reporting), 17 (Provider's obligation to assist and cooperate with the Department and others), 19 (Evidence to support entitlement to Payments), 22 (Overpayment and double payment), 23 (Debts and offsetting), 27 (Evaluation activities), 30 (General), 31 (Access and information security assurance), 32 (Intellectual Property Rights), 33 (Moral Rights), 34 (Personal and Protected Information), 35 (Confidential Information), 36 (Records the Provider must keep), 37 (Public Sector Data), 38 (Access by Participants and Employers to Records held by the Provider), 39 (Access to documents for the purposes of the *Freedom of Information Act 1982* (Cth)), 40 (Program Assurance Activities and audits), 41 (Access to Material), 42 (Indemnity), 43 (Insurance), 44 (Liability of the Provider to the Department), 52 (Dispute Resolution), 53 (Provider suspension), 54 (Remedies), 56 (Liquidated Damages), 59 (Transition out leading up to expiry, termination or reduction in scope of this Deed), 64 (Protection of rights) 69 (Applicable law and jurisdiction); or

(b) any other clauses that are expressly specified as surviving, or by implication from their nature are intended to continue.

4.2 Clause 41 (Access to Material) of this Deed survives for seven years from the expiry or earlier termination of this Deed.

Section A2.2 – Some basic rules about Services

5. General Requirements

5.1 The Provider must carry out the Services:

(a) in accordance with:

(i) this Deed, including any Guidelines; and

(ii) any representation or undertaking made by the Provider in its response to any request for tender relating to the Services, unless otherwise agreed with the Department;

(b) from the Site(s) and throughout the Employment Region(s) in accordance with, and only as specified in, SCHEDULE 1 – DEED AND BUSINESS DETAILS;

(c) in a manner which meets the Objectives; and

(d) so as to achieve optimum performance when measured against the KPIs,

for the Term of this Deed.

5.2 Subject to the express provisions of this Deed, the Provider is fully responsible for the performance of the Services, for ensuring compliance with the requirements of this Deed, and for all costs of meeting the Provider's obligations under this Deed, notwithstanding any other matter or arrangement, including any Subcontract or Host Organisation Agreement.

6. Accessibility

6.1 The Provider must ensure that:

(a) any location from which the Services are provided, and any information delivered by electronic means that forms part of the delivery of the Services (such as online information or information delivered by telephone), is:

(i) accessible to people with a disability; and

(ii) presented in a manner that upholds and maintains the good reputation of the Services, as determined by the Department;

(b) each of the Provider's Site(s) provide a dedicated Youth Space for use by Participants;

(c) any location from which the Services are provided has appropriate facilities for use by the Participants, including access to clean drinking water and toilets; and

(d) it takes all reasonable steps to avoid acts or omissions which the Provider could reasonably foresee would be likely to cause injury to Participants or any other individuals at the locations referred to in clause 6.1(a).

6.2 In designing and developing any Deed Material, the Provider must comply with Australian Government accessibility standards as specified in any Guidelines.

7. Use of interpreters

7.1 The Provider must, when carrying out the Services, provide an interpreter to facilitate communication between the Provider and Participants wherever necessary, including where a Participant requires assistance:

(a) to communicate comfortably and effectively with the Provider, on account of language or hearing barriers;

(b) to understand complex information of a technical or legal nature;

(c) during stressful or emotional situations where a Participant's command of English may decrease temporarily; or

(d) at group forums or public consultations, where Participants do not speak or understand English, or have a hearing impairment.

7.2 The Provider must provide access to interpreter services fairly and without discrimination, based on a proper assessment of a Participant's needs.

7.3 Where a Participant requests the use of an interpreter and the Provider refuses to provide one, the Provider must record the reason for the Provider's decision.

7.4 The Provider must ensure that those of its Personnel and Subcontractors who, when providing Services, engage with Participants who may require interpreter services, have received training in the use of interpreters in accordance with the training requirements specified in any Guidelines or as otherwise advised by the Department.

8. Provider's conduct

8.1 The Provider must:

(a) at all times, act in good faith towards the Department and Participants, and in a manner that does not bring the Services, the Provider or the Department into disrepute; and

(b) immediately Notify the Department of any matter or incident that could be damaging to the reputation of the Services, the Provider or the Department should it become publicly known.

8.2 The Provider must:

(a) not engage in, and must ensure that its Personnel, Subcontractors, Related Entities, Third Party IT Vendors and agents do not engage in, any practice that manipulates or impacts, as relevant, any aspect of the Services including any:

(i) Record, including any Documentary Evidence;

(ii) Outcome or Place;

(iii) Youth Bonus Wage Subsidy;

(iv) Payment or Payment-related process;

(v) Participant, Host Organisation or Employer; or

(vi) monitoring of the Services by the Department,

with the effect of improperly, as determined by the Department, maximising payments to, or otherwise obtaining a benefit (including with regard to performance assessment) for, the Provider or any other entity; and

(b) if it identifies an improper practice, immediately:

(i) take all action necessary to either stop the practice or otherwise change the practice so that the Provider is not in breach of clause 8.2(a); and

(ii) Notify the Department of the practice identified and the action taken by the Provider under clause 8.2(b)(i), and provide all information in relation to the situation as required by the Department.

8.3 The Provider must not have a remuneration or rewards structure that encourages its Personnel to act in a manner that is inconsistent with:

(a) the Objectives of the Services as specified in clause 78; or

(b) the requirements of this Deed.

8.4 Where the Department determines that the Provider has breached clause 8.2 or clause 8.3 the Department may, at its absolute discretion and by Notice to the Provider:

(a) exercise any remedies specified in clause 54.2; or

(b) terminate this Deed under clause 58.

8.5 The Provider must advise its officers and employees that:

(a) they are Commonwealth public officials for the purposes of section 142.2 of the *Criminal Code Act 1995* (Cth);

(b) acting with the intention of dishonestly obtaining a benefit for any entity is punishable by penalties including imprisonment; and

(c) disclosures of "disclosable conduct" under the *Public Interest Disclosure Act 2013* (Cth) can be made directly to their supervisors within the Provider, or to an Authorised Officer of the Department as specified on the Department's website (https://www.dewr.gov.au/about-us/corporate-reporting/freedom-information-foi/foi-disclosure-log/public-interest-disclosure-act-2013), and where a disclosure of "disclosable conduct" is made to a supervisor within the Provider, the supervisor is required under section 60A of the *Public Interest Disclosure Act 2013* (Cth) to pass information about the conduct to an Authorised Officer of the Department.

8.6 For the avoidance of doubt, no right or obligation arising from this Deed is to be read or understood as limiting the Provider's right to enter into public debate regarding policies of the Australian Government, its agencies, employees, servants or agents.

9. Joint Charter

9.1 The Department and the Provider agree:

(a) that the Department may issue to the Provider by Notice a charter which embodies the commitment by the Department and employment services providers to work cooperatively to achieve shared goals and outcomes in the delivery of employment services, and that this charter will be deemed to be the Joint Charter from the date of the relevant Notice; and

(b) to conduct themselves in accordance with the Joint Charter.

10. Information provided to the Department

10.1 The Provider must ensure that:

(a) all information it provides to the Department, in any form and by any means, including all Documentary Evidence and information about change in the circumstances of Participants, is true, accurate and complete at the time of its provision to the Department;

(b) it diligently, and in accordance with any Guidelines, takes all necessary steps to verify the truth, completeness and accuracy of any information referred to in clause 10.1(a); and

(c) any data entered into the Department's IT Systems is consistent with any associated Documentary Evidence held by the Provider.

11. Records to be provided

11.1 Without limiting its obligations under clause 41.2, when requested by the Department, the Provider must provide to the Department, or the Department's nominee, any Records in the possession or control of the Provider or a Third Party IT Vendor:

(a) within the timeframe required by the Department;

(b) in such form, and in such manner, as reasonably required by the Department; and

(c) at no cost to the Department.

12. General reporting

12.1 Without limiting any other provisions of this Deed, the Provider must provide, as required by the Department:

(a) specific Reports on:

(i) the Services, including on the results of internal and external audits of Payment claims and claim processes, action taken to address performance issues raised by the Department, and training provided to its Personnel and Subcontractors;

(ii) the financial status of the Provider; and

(iii) the Provider's performance against the KPIs; and

(b) a suitably qualified, informed and authorised representative at any meeting arranged by the Department, in order to discuss and accurately answer questions relating to the Reports referred to in clause 12.1(a) or those otherwise required under this Deed.

12.2 The Provider must also provide any other Reports that may reasonably be required by the Department, within the timeframes requested by the Department or as specified in any Guidelines.

12.3 The Provider must provide:

(a) all Reports in a form acceptable to the Department; and

(b) if, in the Department's opinion, either the form or the content of a Report is not satisfactory, the Provider must submit a revised Report to the Department's complete satisfaction within 10 Business Days of Notice to the Provider from the Department to do so.

13. Liaison and directions

13.1 The Provider must:

(a) liaise with, and provide information related to this Deed, to:

(i) the Department; and/or

(ii) any other entity nominated by the Department,

as requested by the Department; and

(b) immediately comply with all of the Department's requests and directions related to this Deed.

Note: 'other entity' referred to in clause 13.1(a) includes, for example, an auditor appointed by the Department.

13.2 For the day to day management of, and communication under, this Deed, the Department and the Provider must respectively nominate a Provider Lead and a Contact Person for the Term of this Deed, and Notify the other Party as soon as practicable of any change to the details of the individuals occupying those positions.

13.3 The Provider must provide all reasonable assistance to the Commonwealth in relation to the Social Security Appeals Process including ensuring the availability of its Personnel, agents and Subcontractors to appear at hearings (including appeals to any court or tribunal) and to provide witness or other statements as required by the Department.

13.4 The Provider must notify Services Australia of any change in the circumstances of a Participant that impacts on their Income Support Payments, and do so within five Business Days of becoming aware of the change in circumstances.

13.5 The Provider must respond within five Business Days to any request for information by Services Australia or the Department about any change in circumstances referred to in clause 13.4.

14. Business level expectations

14.1 The Department provides no guarantee of:

(a) the volume or type of business the Provider will receive, including the number of Places;

(b) the numbers of Participants for any Services;

(c) the numbers of Participants for any Employment Region or allocated Location; or

(d) the accuracy of market and other information provided in any request for tender for this Deed.

15. Action to address unmet demand and gaps in services

15.1 For the purposes of addressing unmet demand and gaps in services the Department may agree with:

(a) the Provider to the provision of additional services by the Provider, including in additional Employment Regions, on the same terms as specified in this Deed, at the times requested by the Department; and

(b) any other Workforce Australia - Transition to Work (TtW) Provider to the provision of additional services in any Employment Region.

16. Additional Services

16.1 The Department and the Provider may agree to the provision of other employment services or employment related services by the Provider to the Department, including applicable terms and conditions.

17. Provider's obligation to assist and cooperate with the Department and others

17.1 The Provider must, if directed by the Department, provide sufficient assistance and cooperation to any entity nominated by the Department to enable services to continue to be provided to any Participant who is or will be transferred to another employment services provider for any reason, including:

(a) the expiry, termination or reduction in scope of this Deed; or

(b) any transfer of the Participant under any provision of this Deed (including PART B – SERVICES REQUIREMENTS).

17.2 The assistance and cooperation the Provider must provide under clause 17.1 includes complying with the Department's directions in relation to:

(a) the transfer of Deed Material and Commonwealth Material in the Provider's possession or control, including that stored in External IT Systems; and

(b) the redirection of Participants,

to any entity nominated by the Department, or to the Department.

Section A2.3 – Some basic rules about financial matters

18. General

18.1 Subject to sufficient funds being validly appropriated for the Services and the Provider's compliance with this Deed to the Department's complete satisfaction, the Department will make Payments to the Provider, at the times and in the manner specified in this Deed, to the account specified in SCHEDULE 1 – DEED AND BUSINESS DETAILS.

18.2 The Provider must not claim or accept a Payment from the Department if the requirements under this Deed which must be satisfied to qualify for the Payment have not been fully and properly met.

18.3 Where the Department determines that the Provider is in breach of clause 18.2, the Department may recover some or all of the amount of the relevant Payment, at its absolute discretion, from the Provider as a debt in accordance with clause 23, and exercise any other remedies specified in clause 54.2.

18.4 Subject to any Guidelines, the Provider must have, at the time it makes a claim for or accepts any Payment, true, complete and accurate Documentary Evidence sufficient to prove that the Provider:

(a) is entitled to the Payment;

(b) has delivered the Services relevant to its claim for Payment; and

(c) has done so in accordance with this Deed, including any Guidelines.

18.5 If the Provider identifies that it has claimed, or accepted, a Payment:

(a) in breach of this Deed; or

(b) in circumstances where the requirements under this Deed to qualify for the Payment have not been fully and properly met,

it must immediately Notify the Department of the same and provide all information in relation to the situation as required by the Department.

18.6 The Provider must:

(a) have a valid ABN;

(b) immediately Notify the Department if it ceases to have a valid ABN;

(c) correctly quote its ABN on all documentation provided to the Department, where relevant;

(d) supply proof of its GST registration, if requested by the Department;

(e) immediately Notify the Department of any changes to its GST status; and

(f) unless otherwise advised by the Department or specified in any Guidelines, submit a Tax Invoice to the Department for payment.

19. Evidence to support entitlement to Payments

19.1 The Provider must provide Documentary Evidence to the Department:

(a) if required by any Guidelines, at the time of making the relevant claim for a Payment, and through the Department's IT Systems; and

(b) otherwise, within five Business Days of any request by the Department to do so.

19.2 If:

(a) the Provider does not comply with a request by the Department under clause 19.1, including if the Documentary Evidence provided is not true, complete and accurate; and

(b) the Department has already paid the Provider the relevant Payment,

the Department may recover some or all of the amount of the relevant Payment, at its absolute discretion, from the Provider as a debt in accordance with clause 23, and exercise any other remedies specified in clause 54.2.

19.3 The Department may contact Employers, Host Organisations or Participants or any other relevant parties to verify Documentary Evidence provided by a Provider.

20. Exclusions

20.1 The Department will not pay any money to the Provider in excess of the Payments.

20.2 The Provider is responsible for all payments to, and in relation to, its Personnel, including payment by way of salary, remuneration or commissions, bonuses, annual leave, long service leave, personal leave, termination, redundancy, taxes, superannuation and worker's compensation premiums and liabilities.

20.3 The Provider must not demand or receive any payment or any other consideration either directly or indirectly from any Participant for, or in connection with, the Services.

21. Ancillary Payments

21.1 The Department may pay the Provider Ancillary Payments on such terms and conditions as the Department determines and at the Department's absolute discretion, including on any terms and conditions specified in any Guidelines.

22. Overpayment and double payment

Overpayment

22.1 If, at any time, the Department determines that an overpayment by the Department has occurred for any reason, including where a:

(a) Tax Invoice is found to have been incorrectly rendered after payment; or

(b) payment has been made in error,

the Department may recover some or all of the relevant payment amounts from the Provider, at its absolute discretion, as a debt in accordance with clause 23.

Double payment

22.2 Subject to any Guidelines and any express written agreement with the Department to the contrary:

(a) the Provider warrants that neither it, nor any Related Entities, are entitled to payment from the Department, other Commonwealth sources or state, territory or local government bodies for providing services that are the same as, or similar to, the Services as provided under this Deed; and

(b) the Department may require the Provider to provide evidence, in a form acceptable to the Department, proving that neither the Provider, nor any Related Entities, are so entitled.

22.3 Throughout the Term of this Deed, the Provider must Notify the Department if it intends to deliver services that are, or could be perceived to be, the same as or similar to, the Services provided under this Deed.

22.4 For the purposes of clause 22.2, if the Department determines, at its absolute discretion, that the Provider, or any Related Entity, is entitled to payment from the Department, other Commonwealth sources or state, territory or local government bodies for providing the same or similar services as provided under this Deed, the Department may, at its absolute discretion:

(a) make any Payment related to the relevant Services;

(b) decide not to make such a Payment; or

(c) recover any such Payment made by the Department as a debt in accordance with clause 23.

22.5 Regardless of any action the Department may take under clause 22.4, the Department may, at any time, issue Guidelines setting out the circumstances in which the Department will or will not make Payments in connection with any situation of the type described in clause 22.4.

23. Debts and offsetting

23.1 If the Provider owes the Commonwealth any amount:

(a) under this Deed, the Department may recover some or all of the amount, at its absolute discretion, as a debt due to the Commonwealth from the Provider without further proof of the debt being necessary; and/or

(b) under this Deed, and/or under any other arrangement with the Commonwealth, the Department may offset some or all of the amount against any Payment at its absolute discretion; and

(c) the Department will advise the Provider if it exercises its rights under clause 23.1(b); and

(d) the Provider must continue to perform its obligations under this Deed despite any action taken by the Department under clause 23.1(a) and/or clause 23.1(b).

23.2 Unless otherwise agreed by the Department in writing, the Provider must pay to the Department any debt due to the Commonwealth from the Provider within 30 calendar days of receipt of a Notice from the Department requiring payment.

23.3 Where the Provider owes any debt to the Commonwealth under this Deed, Interest is payable by the Provider if the debt is not repaid within 30 calendar days of receipt of a Notice from the Department requiring payment, until the amount is paid in full.

24. Taxes, duties and government charges

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

24.2 If a Payment is not in relation to a Taxable Supply, the Provider must only claim or accept an amount exclusive of GST.

24.3 Unless otherwise advised by the Department or specified in any Guidelines, the Provider must give to the Department a Tax Invoice for any Taxable Supply before any Payments are made to the Provider as consideration for the Taxable Supply.

24.4 The Provider must not claim or accept from the Department any amount for which it can claim an Input Tax Credit.

24.5 Where any debt is repaid, including by offset under clause 23.1(b), an Adjustment Note must be provided to the Department if required by the GST Act.

24.6 Subject to this clause 24, all taxes, duties and government charges imposed in Australia or overseas in connection with this Deed must be borne by the Provider.

25. Fraud and Corruption

25.1 The Provider must:

(a) not engage in, and must ensure that its Personnel, Subcontractors, Third Party IT Vendors and agents do not engage in Fraud or Corruption in relation to this Deed; and

(b) take all reasonable steps to prevent Fraud and Corruption upon the Commonwealth, including the implementation of a Fraud and Corruption Control Plan, a copy of which must be provided to the Department on request.

25.2 If, after investigation, the Department considers that the Provider has failed to comply with clause 25.1, the Department may:

(a) exercise any remedies specified in clause 54.2; or

(b) terminate this Deed under clause 58,

by providing Notice to the Provider.

Note: The *Criminal Code Act 1995* (Cth) provides that offences involving fraudulent conduct against the Commonwealth are punishable by penalties including imprisonment.

25A. *National Anti-Corruption Commission Act 2022* (Cth)

25A.1 The Provider acknowledges that for the purpose of conducting the Services under this Deed, the Provider and any Subcontractors are contracted service providers for the purposes of the *National Anti-Corruption Commission Act 2022* (Cth) ('NACC Act').

25A.2 The Provider must, and must ensure that any Subcontractors:

(a) comply with any reasonable request, policy or direction issued by the Department in relation to the NACC Act; and

(b) cooperate with the Department in relation to any action taken by the Department that is required or authorised by the NACC Act.

26. Financial statements and guarantees

26.1 Subject to clause 26.3, the Provider must, for the Term of this Deed, provide to the Department audited financial statements:

(a) within 20 Business Days of its annual general meeting, or where no annual general meeting is held, within 20 Business Days after the compilation of the financial statements; and

(b) no later than 120 Business Days after the end of its financial year.

26.2 If the Provider is a Group Respondent or a partnership, then the Provider must provide to the Department one copy of the consolidated audited financial statements for the Group Respondent or partnership, if available, and individual annual audited financial statements for each member of the Group Respondent.

26.3 If directed by the Department, the Provider must provide to the Department:

(a) any other financial statements, in a form, with the content and at a frequency, as directed by the Department; and

(b) within 20 Business Days of the relevant direction by the Department:

(i) an unconditional and irrevocable financial guarantee duly executed by a financial institution; and/or

(ii) a performance guarantee duly executed by a Related Entity of the Provider,

in a form and in terms satisfactory to the Department.

26.4 The Provider must ensure that any guarantee provided in accordance with clause 26.3(b) remains in place until the Department Notifies the Provider that it is no longer required.

26.5 If an Insolvency Event occurs in relation to the Related Entity that has provided the guarantee under clause 26.3(b)(ii), the Provider must replace the performance guarantee to the Department's complete satisfaction within five Business Days of such an event occurring.

26.6 Any guarantee provided under clause 26.3(b) will be exercisable by the Department for either or both of the following, to the extent required:

(a) to obtain compensation for the Department's Loss if the Provider fails to perform any or all of its obligations under this Deed, including on the termination of this Deed; or

(b) to recover any debts due to the Department under or in connection with this Deed.

26.7 If the Provider fails to provide or maintain any guarantee required by clause 26.3(b), the Department may withhold all or part of any Payment until the Provider meets that obligation.

26.8 If the Department exercises any or all of its rights under any guarantee provided under clause 26.3(b), the Department will not be liable for, and the Provider releases the Department from liability for, any resultant Loss by the Provider.

Section A2.4 – Assessment and management of Provider's performance

27. Evaluation activities

27.1 The Provider agrees that:

(a) evaluation activities may be undertaken by the Department for the purposes of evaluating the Services, including the Provider's performance, and may include:

(i) the Department monitoring, measuring and evaluating the delivery of the Services by the Provider;

(ii) the Provider's Personnel and Subcontractors being interviewed by the Department or an independent evaluator nominated by the Department; and

(iii) the Provider giving the Department or the Department's evaluator access to its premises and Records in accordance with clause 41; and

(b) it will fully cooperate with the Department in relation to all such activities.

28. Sample reviews

28.1 The Provider acknowledges and agrees that:

(a) the Department may conduct sample reviews of claims for payments made by the Provider, based on a methodology that is verified by a qualified statistician or actuary as being statistically valid and producing results with a high confidence level;

(b) if a sample review identifies a proportion of Invalid Claims, the methodology will enable the extrapolation of that proportion across all claims within the relevant type or class of claims for the sample period; and

(c) the Department may then exercise any remedies specified in clause 54.2 in relation to the Deemed Invalid Claims.

28.2 The Department may engage in any form of sampling activity, including:

(a) evaluating how the Provider has claimed payments from the Department by reviewing and investigating only a sample of the Provider's claims for payments generally, or claims for payments of a particular type or class, ('Sample Review'); and

(b) for the purposes of a Sample Review, taking into account data collected from any source.

28.3 If the Department determines that all, or a proportion of, the claims for payments included in a Sample Review are Invalid Claims, then, subject to clause 28.5, all, or that proportion of, the Provider's claims for payments:

(a) generally; or

(b) of the type or class of payments,

as relevant to the Sample Review, will be deemed to be Invalid Claims ('Deemed Invalid Claims').

28.4 The Department may, at its absolute discretion, do one or more of the following in relation to any Deemed Invalid Claims:

(a) exercise any remedies specified in clause 54.2; or

(b) exercise any of its rights under clause 58.

Sampling methodology

28.5 For the purposes of clause 28.3, the Department may use any statistical methodology to undertake a Sample Review, provided that the Department has been advised by a statistician who is a Fellow of the Actuaries Institute of Australia or is accredited by the Statistical Society of Australia Inc. that the methodology:

(a) is, or will give results that are, statistically valid for the purpose of demonstrating the matters covered by this clause 28; and

(b) will provide at least a 95 per cent confidence level that the proportion and/or value of Invalid Claims identified in the Sample Review can be extrapolated as specified in clause 28.3.

28.6 The Department must disclose the methodology used in a Sample Review to the Provider before exercising the Department's rights under clause 28.4.

Section A2.5 – Customer feedback

29. Customer feedback process

29.1 The Provider must establish and publicise to its Customers the existence and details of a Customer feedback system that:

(a) is visible, user-centred, simple to access and easy to use for Customers;

(b) supports early resolution of Complaints lodged by Customers;

(c) is integrated within the overall corporate structure of the Provider's organisation, with clearly described advice for Customers on the customer feedback process including, confirmation that any Complaint lodged by any Customer will be investigated by an appropriately senior staff member of the Provider;

(d) is recorded in an electronic system capable of producing complaint insights with robust quality assurance and review processes for both internal reporting purposes, as well as for quarterly reporting to the Department or as required; and

(e) includes advice about escalation processes of Complaints, including referral of the Customer to the Department's National Customer Service Line for further investigation of the matter.

29.2 If a Customer is dissatisfied with the results of the Customer feedback process, the Provider must refer the Customer to the Department's National Customer Service Line for further investigation of the matter.

29.3 Upon request, the Provider must give to the Department and Customers copies and details of the process it has established to manage Customer feedback.

29.4 The Provider must, when approached by the Department, actively assist:

(a) the Department in its investigation of any Complaint, including providing a detailed response to issues Notified by the Department within the timeframe required by the Department;

(b) the Department in resolving any Complaint; and

(c) other authorities in resolving any Complaint, where the relevant Customer has chosen to utilise legislative or other complaints mechanisms.

CHAPTER A3 – INFORMATION MANAGEMENT

Section A3.1 – Information Technology

30. General

30.1 Subject to any Guidelines and unless otherwise Notified by the Department, the Provider must conduct the Services by Accessing the Department's IT Systems provided by the Department for that purpose.

30.2 The Department may require that data relating to specific transactions must only be stored on the Department's IT Systems, and the Provider must comply, and ensure that all Subcontractors and Third Party IT Vendors comply, with any such requirements.

30.3 The Provider must not allow any Provider Personnel, Third Party IT Vendors or Subcontractors to have Access to the Department's IT Systems until they have successfully completed any onboarding processes and training specified in any Guidelines.

30.4 The Provider is responsible for all costs of meeting its obligations under this clause 30.

31. Access and information security assurance

Access to the Department's IT Systems

31.1 The Provider must provide information technology systems to Access the Department's IT Systems and to carry out its other obligations under this Deed, that meet the requirements set out in this clause 31.

External IT Systems

Note: An 'External IT System' means any information technology system or service, other than the Department's IT Systems, used by the Provider or any Subcontractor in association with the delivery of the Services or to Access the Department's IT Systems. 'External IT System' includes a Provider IT System and any Third Party IT.

31.2 The Provider acknowledges and agrees that:

(a) the External System Assurance Framework is the method the Department uses to gain assurance over External IT Systems;

(b) the Department is the accreditation authority for the ESAF; and

(c) the requirements for a Provider IT System are outlined in the Department's Right Fit For Risk program under the ESAF.

31.3 The Provider must:

(a) advise the Department by email to securitycompliancesupport@dewr.gov.au, or such other address as advised by the Department from time to time, of any proposed:

(i) use of any External IT System to Access the Department's IT Systems, and if the Department imposes any terms and conditions in respect of such use, comply, and ensure that all relevant Subcontractors comply, with those terms and conditions; and

(ii) modification to the functionality of any External IT System that impacts, or may have an impact, on the security of that External IT System, and if the Department imposes any terms and conditions in respect of the use of that External IT System, comply, and ensure that all relevant Subcontractors comply, with those terms and conditions;

(b) ensure that any External IT System used:

(i) is not accessible from outside of Australia, and that no data in relation to the Services is transferred or stored outside of Australia, without prior written approval from the Department; and

(ii) meets the minimum requirements specified in any Guidelines including the *External Systems Assurance Framework (ESAF) Guidelines*; and

(c) ensure that any and all Records held in any External IT System relating directly or indirectly to the Services can be, and are, provided on request to the Department and in an unadulterated form (i.e. with no amendments or transformations to the Records or their data structures).

31.4 The Department:

(a) may make changes to the Department's IT Systems at any time, notwithstanding that such changes may affect the functioning of an External IT System; and

(b) will provide reasonable information about those changes to the Provider; and

the Provider:

(c) must, notwithstanding any such change, at its sole cost, ensure that all External IT Systems are consistent with the Department's IT Systems at all times; and

(d) agrees that the Department is not responsible for any Loss by the Provider arising from such changes.

Provider IT System accreditation

Note: A 'Provider IT System' falls within the definition of 'External IT System' and means an information technology system used by the Provider or any Subcontractor in association with the delivery of the Services or to Access the Department's IT Systems.

31.5 Subject to the requirements of the ESAF, the Provider must:

(a) obtain RFFR Accreditation for any Provider IT System in accordance with the requirements and timeframes set out in the ESAF and bear any costs associated with doing so; and

(b) maintain such accreditation, including by completing any reaccreditation activities in accordance with the requirements and timeframes set out in the ESAF, until the Deed Completion Date.

31.6 Reserved.

31.7 If the Provider does not obtain accreditation or complete any reaccreditation activities within the timeframes specified in the ESAF or this clause 31, the Provider must immediately cease using, and ensure that any relevant Subcontractor ceases using, the relevant Provider IT System.

Third Party IT

Note: 'Third Party IT' means any information technology system (including any cloud platform) developed and managed, or information technology service provided, by a Third Party IT Vendor and used by the Provider or any Subcontractor in association with the delivery of the Services or to Access the Department's IT Systems. 'Third Party IT' includes a Third Party Employment and Skills System and a Third Party Supplementary IT System.

31.8 The Provider must:

(a) not directly or indirectly allow Access to the Department's IT Systems or electronic Records relating to the Services (including any derivative thereof), by any Third Party IT until the Third Party IT has met the relevant requirements of the ESAF for Access as specified in any Guidelines;

(b) where the Third Party IT is a Third Party Employment and Skills System:

(i) ensure that the relevant Third Party IT Vendor has entered into a current Third Party IT Vendor Deed with the Department in relation to the Third Party Employment and Skills System; and

(ii) only allow Access in accordance with the terms of the relevant Third Party IT Vendor Deed and any Guidelines;

(c) where the Third Party IT is a Third Party Supplementary IT System:

(i) ensure that the Provider has included the Third Party Supplementary IT System as part of its Provider IT System in accordance with the requirements of the ESAF; and

(ii) only allow Access in accordance with the terms of the ESAF; and

(d) comply with any Guidelines in relation to obligations to be included in any contract with any Third Party IT Vendor and in any Subcontract with any Subcontractor Accessing the Department's IT Systems or electronic Records relating to the Services.

31.8A.1 The Provider acknowledges and agrees that the Department:

(a) does not warrant that any Third Party Employment and Skills System that is accredited in accordance with a Third Party IT Vendor Deed is:

(i) fit for its intended use or for a Provider's specific business processes; or

(ii) free from error or security weaknesses; and

(b) is not liable or responsible for any Loss incurred by the Provider in connection with its use of a Third Party IT Vendor in connection with this Deed.

31.8A.2 In addition to any applicable requirements under clause 50, the Provider must ensure that any arrangement with a Third Party IT Vendor includes a right of termination for the Provider to take account of the Department's:

(a) right to revoke accreditation of a Third Party Employment and Skills System under any Third Party IT Vendor Deed; and

(b) right of termination under clauses 57 and 58 of this Deed,

and the Provider must, where appropriate, make use of that right in its arrangement in the event of a revocation of accreditation of any Third Party Employment and Skills System or termination of any Third Party IT Vendor Deed, by the Department.

Technical advice

31.9 The Provider must:

(a) nominate Personnel ('IT Contact') by email to their Provider Lead to receive technical advice from the Department on the Department's IT Systems, and to provide advice to the Department on technical issues arising from Accessing the Department's IT Systems;

(b) ensure that an IT Contact is appointed at all times during the Term of this Deed, and that, at all times, the Department has up to date contact details for the current IT Contact; and

(c) ensure that the IT Contact meets all requirements specified in any Guidelines.

Security

31.10 The Provider must comply, and ensure that its Subcontractors and Third Party IT Vendors comply, with the Department's Security Policies, as relevant.

31.11 The Provider must ensure that a Security Contact is appointed at all times during the Term of this Deed, and that, at all times, the Department has up to date contact details for the current Security Contact.

31.12 The Provider must (through its Security Contact) promptly report all breaches of IT security to the Employment Systems Service Desk, including where any of its Personnel or any Subcontractor suspect that a breach may have occurred or that any entity may be planning to breach IT security, and provide updates on their resolution.

31.13 Where the Department considers that the Provider may be in breach of this clause 31, or there is a risk of such a breach, the Department may, at its absolute discretion, immediately suspend Access, or require the Provider to cease all Access, to the Department's IT Systems for any one or more of the following:

(a) any Personnel;

(b) any Subcontractor;

(c) any Third Party IT Vendor;

(d) the Provider; or

(e) any External IT System,

by providing Notice to the Provider.

31.14 Where the Department determines that the Provider is in breach of, or has previously breached, this clause 31, the Department may immediately exercise any remedies specified in clause 54.2.

31.15 If the Department gives Notice to the Provider that Access to the Department's IT Systems is terminated for any particular Provider Personnel, Subcontractor or Third Party IT Vendor, the Provider must immediately take all actions necessary to terminate that Access and promptly confirm to the Department that it has complied with the Department's requirements.

Cybersafety Policy

31.16 For the purposes of clauses 31.17 to 31.18:

'Clients' means entities who may use the Provider's computers and/or other digital technology that is supported through public funding provided pursuant to this Deed, and includes Participants, the Provider, any Subcontractor and the public, whether they be adult or Children.

'Reasonable Steps' means having in place strategies to minimise and manage risks of exposure to inappropriate or harmful online content by users of computers, particularly Children, and may include having a policy in place regarding appropriate use and protection for Clients, installation of filters, audits and provision of information or training to Clients regarding the risks of, and protection from, inappropriate or harmful online content.

31.17 The Cybersafety Policy is that where an organisation is funded by the Department to carry out the Services using computers and/or other digital technology, the safety of Clients when using those computers and/or other digital technology must be assured.

31.18 The Provider must take Reasonable Steps to protect its Clients' cybersafety.

Section A3.2 – Intellectual Property Rights and Moral Rights

32. Intellectual Property Rights

32.1 This clause 32 does not affect the ownership of the Intellectual Property Rights in any Existing Material or Third Party Material.

32.2 The Provider must obtain all necessary copyright and other Intellectual Property Rights permissions before making any Third Party Material available for the purpose of this Deed or the Services.

32.3 All:

(a) Intellectual Property Rights in; and

(b) rights of ownership of any physical documents comprising,

any Deed Material vest in the Department on creation.

32.4 To the extent that the Department needs to use any of the Existing Material or Third Party Material provided by the Provider in connection with the Services, or for any other Department or Commonwealth purpose, the Provider grants to, or must obtain for, the Department a perpetual, irrevocable, world-wide, royalty-free, non-exclusive licence (including the right to sublicense) to use, reproduce, adapt, modify, communicate, broadcast, distribute, exploit and publish that Material.

32.5 To the extent that the Provider needs to use any of the Commonwealth Material or Deed Material for the purpose of performing its obligations under this Deed, the Department grants to the Provider, subject to any direction by the Department, a royalty-free, non-exclusive, non-transferable licence to use, reproduce, adapt, modify and communicate such Material solely for the purpose of performing its obligations under this Deed.

32.6 On the expiration or earlier termination of this Deed or on such earlier date as may be specified by the Department, the Provider must deliver to the Department a copy of any:

(a) Deed Material; and

(b) Commonwealth Material,

in the possession or control of the Provider, any of its Personnel or any Subcontractor, or deal with the Material as otherwise directed by the Department.

32.7 The Provider warrants that:

(a) any Warranted Material and the Department's use of any Warranted Material will not infringe the Intellectual Property Rights of any entity; and

(b) it has the necessary rights to vest the Intellectual Property Rights and grant the licences as provided for in this clause 32.

32.8 If an entity claims, or the Department reasonably believes that an entity is likely to claim, that any Warranted Material or the Department's use of any Warranted Material infringes that entity's Intellectual Property Rights, the Provider must promptly, at the Provider's expense:

(a) use its best efforts to secure the rights for the Department to continue to use the affected Warranted Material free of any claim or liability for infringement; or

(b) replace or modify the affected Warranted Material so that the Warranted Material or the use of it does not infringe the Intellectual Property Rights of any other entity without any degradation of the performance or quality of the affected Warranted Materials.

33. Moral Rights

33.1 To the extent permitted by law and for the benefit of the Department, the Provider must use its best endeavours to ensure that each of the Provider's Personnel and Subcontractors involved in the production or creation of the Deed Material gives genuine consent in writing, in a form acceptable to the Department, to the Specified Acts, even if such an act would otherwise be an infringement of their Moral Rights.

33.2 In this clause 33, 'Specified Acts' means:

(a) falsely attributing the authorship of any Deed Material, or any content in the Deed Material (including literary, dramatic, artistic works and cinematograph films within the meaning of the *Copyright Act 1968* (Cth));

(b) materially altering the style, format, colours, content or layout of the Deed Material and dealing in any way with the altered Deed Material or infringing copies (within the meaning of the *Copyright Act 1968* (Cth));

(c) reproducing, communicating, adapting, publishing or exhibiting any Deed Material including dealing with infringing copies, within the meaning of the *Copyright Act 1968* (Cth), without attributing the authorship; and

(d) adding any additional content or information to the Deed Material.

Commonwealth Coat of Arms

33.3 The Provider must not use the Commonwealth Coat of Arms for the purposes of this Deed or otherwise, except as authorised in accordance with the Use of the Commonwealth Coat of Arms General Guidelines (https://www.pmc.gov.au/resources/commonwealth-coat-arms-information-and-guidelines).

Section A3.3 – Control of information

34. Personal and Protected Information

34.1 Clauses 34.2 to 34.7 apply only where the Provider deals with Personal Information for the purpose of conducting the Services under this Deed, and the terms 'agency', 'APP Code', 'Australian Privacy Principle' (APP), 'contracted service provider', 'eligible data breach', 'organisation' and 'sensitive information' have the same meaning as they have in section 6 of the Privacy Act.

34.2 The Provider acknowledges that it is a contracted service provider and agrees, in conducting the Services under this Deed:

(a) to use or disclose Personal Information, including sensitive information, obtained in the course of conducting the Services ('relevant Personal Information'), only for the purposes of this Deed or where otherwise permitted under the Privacy Act;

(b) except where this clause 34 expressly requires the Provider to comply with an APP that applies only to an organisation, and subject to clause 34.3, to carry out and discharge the obligations contained in the APPs as if it were an agency;

(c) subject to clause 34.3, not to do any act or engage in any practice that if done or engaged in by the Department would breach an APP or be contrary to the Privacy Act;

(d) to cooperate with reasonable demands or inquiries made by the Australian Information Commissioner or the Department in relation to the management of Personal Information;

(e) to notify individuals whose Personal Information it holds, that complaints about its acts or practices may be investigated by the Australian Information Commissioner who has power to award compensation against the Provider in appropriate circumstances;

(f) unless expressly authorised or required under this Deed, to not engage in any act or practice that would breach:

(i) APP 7 (direct marketing);

(ii) APP 9 (adoption, use or disclosure of government related identifiers); or

(iii) any registered APP code that is applicable to the Provider;

(g) to comply with any request under section 95C of the Privacy Act;

(h) to comply with any directions, guidelines, determinations, rules or recommendations of the Australian Information Commissioner to the extent that they are consistent with the requirements of this clause 34;

(i) not to transfer relevant Personal Information outside of Australia, or to allow parties outside Australia to have access to it, without the prior written approval of the Department;

(j) to its name being published in reports by the Australian Information Commissioner;

(k) if the Provider suspends or terminates any of its relevant Personnel, or if any of its relevant Personnel resign, the Provider must immediately:

(i) remove any access that the Personnel have to any relevant Personal Information;

(ii) require that the Personnel return to the Provider or the Department any relevant Personal Information held in the Personnel's possession; and

(iii) remind the Personnel of their relevant obligations under this Deed;

(l) to ensure that any of its Personnel who are required to deal with relevant Personal Information:

(i) where required by the Department, undertake in writing to comply with the APPs (or a registered APP code, where applicable); and

(ii) are made aware of their obligations in this clause 34, including to undertake in writing to comply with the APPs (or a registered APP code, where applicable); and

(m) otherwise comply with any Guidelines.

34.3 The Provider will not, by reason of this clause 34, be bound by any provision of the *Privacy (Australian Government Agencies – Governance) APP Code 2017*.

34.4 Unless such act or practice is expressly authorised by this Deed, no clause in this Deed will be interpreted so as to authorise the Provider or its Subcontractors to engage in an act or practice that would breach an APP if done or engaged in by the Department.

34.5 The Provider must immediately Notify the Department if it becomes aware:

(a) of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 34 by any of its Personnel or a Subcontractor;

(b) that a disclosure of Personal Information may be required by law; or

(c) of an approach to the Provider by the Australian Information Commissioner or by an individual claiming that their privacy has been interfered with.

Notifiable data breaches

34.6 If the Provider becomes aware that there are reasonable grounds to suspect that there may have been an eligible data breach in relation to any Personal Information the Provider holds as a result of this Deed or its performance of the Services, the Provider must:

(a) Notify the Department in writing no later than the Business Day after the Provider becomes so aware; and

(b) unless otherwise directed by the Department, carry out an assessment as to whether there are reasonable grounds to believe that there has been an eligible data breach in accordance with the requirements of the Privacy Act.

34.7 Where the Provider is aware that there are reasonable grounds to believe that there has been, or where the Department Notifies the Provider that there has been an eligible data breach in relation to any Personal Information the Provider holds as a result of this Deed or its performance of the Services, the Provider must:

(a) take all reasonable action to mitigate the risk of the breach causing serious harm to any of the individuals to whom the Personal Information relates;

(b) take all other action necessary to comply with the requirements of the Privacy Act (including preparing a statement for the Australian Information Commissioner and notifying affected individuals about the eligible data breach where required); and

(c) take any other action as reasonably directed by the Department or the Australian Information Commissioner.

Protected Information

34.8 The Provider must ensure that its Personnel, Subcontractors and Third Party IT Vendors only obtain, record, disclose or otherwise use Protected Information as permitted under Division 3 [Confidentiality] of Part 5 of the *Social Security (Administration) Act 1999* (Cth).

35. Confidential Information

Confidential information not to be disclosed

35.1 Subject to this Deed, a Party must not, without the other Party's prior written approval, disclose that other Party's Confidential Information to a third party.

35.2 In giving written approval to disclose Confidential Information, a Party may impose conditions as it thinks fit, and the other Party agrees to comply with the conditions.

Exceptions to obligations

35.3 The obligations on the Parties under this clause 35 will not be breached to the extent that Confidential Information is disclosed:

(a) unless otherwise Notified by the Department, by the Provider to its Personnel to enable the Provider to comply with its obligations, or to exercise its rights, under this Deed;

(b) unless otherwise Notified by the Department, by the Provider to its internal management Personnel, solely to enable effective management or auditing of Deed related activities;

(c) by the Department to its Personnel, within the Department's organisation, or with another agency, where this serves the Commonwealth's legitimate interests;

(d) by the Department to the responsible Minister or the Minister's staff;

(e) by the Department, in response to a request or direction by a House or a Committee of the Parliament of the Commonwealth of Australia; or

(f) by a Party as authorised or required by law.

Obligation on disclosure

35.4 Where the Provider discloses Confidential Information to its Personnel pursuant to clause 35.3(a) or clause 35.3(b), the Provider must notify the Personnel that the information is Confidential Information.

No reduction in privacy obligations

35.5 Nothing in this clause 35 limits the obligations of the Provider under clauses 34, 40 or 41.

Section A3.4 – Records management

36. Records the Provider must keep

36.1 The Provider must:

(a) in accordance with this Deed and the Records Management Instructions, create and maintain detailed Records of the management of the Services in a form, and with the content, that is sufficient to enable proper auditing by the Department; and

(b) ensure that those Records are true, complete and accurate.

36.2 Notwithstanding this clause 36, if the Department considers it appropriate, the Department may, at its absolute discretion, impose special conditions in relation to Records management, and the Provider must comply with those special conditions as directed by the Department.

Financial Accounts and Records

36.3 The Provider must keep financial accounts and Records of its transactions and affairs regarding Payments that it receives from the Department under this Deed:

(a) in accordance with Australian Equivalents to International Financial Reporting Standards; and

(b) such that:

(i) all Payments made by the Department are clearly and separately identified from each other and from other money of the Provider; and

(ii) an auditor or other entity may examine them at any time and thereby ascertain the Provider's financial position.

Records Management Instructions

36.4 Without limiting the Provider's other obligations under this Deed, including in relation to Personal Information, the Provider must:

(a) store, transfer and retain all Records in connection with this Deed, and only destroy such Records;

(b) maintain a register of Records; and

(c) ensure that its Personnel and Subcontractors only access Records,

in accordance with the Records Management Instructions.

36.5 The Provider must:

(a) not, without the prior written approval of the Department, transfer, or be a party to an arrangement for the transfer of, custody of the Records outside of Australia or to any person, entity or organisation other than to the Department; and

(b) where transferring Records, only transfer the Records in accordance with the Records Management Instructions or as otherwise directed by the Department.

36.6 All Records must be retained by the Provider for a period of no less than six years after the creation of the Record, unless otherwise specified in the Records Management Instructions or advised by the Department.

Third Party IT Vendors

36.7 If any Third Party IT Vendor creates or maintains Records in association with the delivery of the Services by the Provider, the Provider must comply, and must ensure that the Third Party IT Vendor complies, with the requirements in this clause 36 in respect of any such Records.

37. Public Sector Data

37.1 The Department may at any time require the Provider by Notice to provide Public Sector Data to the Department or a third party nominated by the Department for the purposes of sharing that data pursuant to the *Data Availability and Transparency Act 2022* (Cth) ('DAT Act').

Note: 'Public Sector Data' is defined in the DAT Act to mean "data lawfully collected, created or held by or on behalf of a Commonwealth body … ".

37.2 Where Notified under clause 37.1, the Provider must:

(a) provide the required Public Sector Data to the Department or a third party nominated by the Department within the timeframe and in the manner and form specified by the Department; and

(b) in providing the required Public Sector Data to the Department or a third party, comply with the relevant data breach provisions of the DAT Act.

37.3 If the Department requires the Provider to provide Public Sector Data directly to a nominated third party, the Department may require the Provider to register as an 'Accredited Data Services Provider' pursuant to the accreditation scheme in Part 5.2 of the DAT Act.

37.4 The Provider agrees that compliance with this clause 37 is at the Provider's own cost.

38. Access by Participants and Employers to Records held by the Provider

38.1 Subject to this clause 38, the Provider must allow Participants and Employers who are individuals to access Records that contain their own Personal Information, and provide them with copies of such Records if they require, except to the extent that Commonwealth legislation would, if the Records were in the possession of the Commonwealth, require or authorise the refusal of such access by the Commonwealth including Records of the type set out in clause 38.3.

38.2 The Provider must, in providing access to the requested Records in accordance with clause 38.1:

(a) ensure that the relevant Participant or Employer requesting the access in clause 38.1 provides proof of identity to the Provider before access is given to the requested Records;

(b) ensure that any third party requesting the access in clause 38.1 on behalf of a Participant or Employer provides to the Provider written authority from the relevant Participant or Employer to obtain access to the requested Records before access is given; and

(c) notate the relevant files with details of the Records to which access was provided, the name of the individual granted access and the date and time of such access.

38.3 Where a Participant or an Employer requests access to Records containing information falling within the following categories:

(a) information about another individual;

(b) medical/psychiatric records (other than those actually supplied by the Participant or Employer, or where it is clear that the Participant has a copy or has previously sighted a copy of the records);

(c) psychological records; and

(d) information provided by other third parties,

the request must be directed by the Provider to the Department for consideration.

38.4 The Provider must comply with any direction given by the Department in relation to the provision, or refusal, of access to Records held by the Provider to a Participant or Employer.

39. Access to documents for the purposes of the *Freedom of Information Act 1982* (Cth)

39.1 In this clause 39, 'document' has the same meaning as in the *Freedom of Information Act 1982* (Cth).

39.2 The Provider agrees that:

(a) where the Department has received a request for access to a document created by, or in the possession of the Provider, any Subcontractor or any Third Party IT Vendor, related to the performance of the Services, the Department may, at any time, by Notice, require the Provider to provide the document to the Department and the Provider must, at no additional cost to the Department, promptly comply with the Notice;

(b) the Provider must assist the Department in respect of the Department's obligations under the *Freedom of Information Act 1982* (Cth), as required by the Department; and

(c) the Provider must include in any Subcontract, or contract with a Third Party IT Vendor, provisions that will enable the Provider to comply with its obligations under this clause 39.

40. Program Assurance Activities and audits

40.1 The Department may conduct Program Assurance Activities and audits relevant to the performance of the Provider's obligations under this Deed including in relation to:

(a) the Provider's operational practices and procedures as they relate to this Deed and the provision of the Services, including security procedures;

(b) the accuracy of the Provider's invoices and reports provided, or claims for payments made, under this Deed;

(c) the Provider's compliance with its confidentiality, privacy and security obligations under this Deed;

(d) Material (including Records) in the possession of the Provider relevant to the Services or this Deed;

(e) the financial statements of the Provider and the financial capacity of the Provider to perform the Services; and

(f) any other matters determined by the Department to be relevant to the Services or this Deed.

40.2 Each Party must bear its own costs in relation to any action under this clause 40.

40.3 The Provider's compliance with this clause 40 does not in any way reduce the Provider's responsibility to perform its obligations in accordance with this Deed.

41. Access to Material

41.1 The Department may access, locate, inspect, copy and remove any Record, including Records stored on any External IT System, for any purpose connected with employment, skills and education related services, including for the purposes of improving employment services and conducting Program Assurance Activities and audits.

41.2 For the purposes of clauses 40.1 and 41.1, the Provider must, in accordance with any request by the Department, give or arrange:

(a) unfettered access for the Department to:

(i) any of its Sites or premises and/or any of those of any Subcontractor or Third Party IT Vendor;

(ii) any External IT System, including for the purposes of regular and automated retrieval of Records through the Department's IT Systems;

(iii) any Material, including:

(A) any Records in a data format and storage medium accessible by the Department by use of the Department's existing computer hardware and software; and

(B) any Material, however stored, relevant to claims for Payment, determining the Provider's financial viability, and compliance with relevant work, health and safety and industrial relations legislation; and

(iv) its Personnel, Subcontractors and Third Party IT Vendors; and

(b) all assistance to or for the Department to:

(i) undertake any activities for the purposes of any audit or Program Assurance Activity under clause 40.1;

(ii) inspect its Sites or premises and those of any Subcontractor or Third Party IT Vendor;

(iii) inspect the performance of Services;

(iv) access any External IT System, including through the Department's IT Systems; and

(v) locate, inspect, copy and remove any Records including data stored on any External IT System.

41.3 Subject to clause 41.4, the obligations referred to in clause 41.2 are subject to the Department providing reasonable prior notice to the Provider and compliance with the Provider's reasonable security procedures.

41.4 If:

(a) a matter is being investigated that, in the opinion of the Department, may involve:

(i) an actual or apprehended breach of the law;

(ii) a breach of this Deed; or

(iii) suspected Fraud or Corruption;

(b) the Department is conducting Program Assurance Activities or an audit in relation to the Provider; or

(c) the Department accesses any External IT System and any related Material pursuant to a regular, automated process of retrieval of Records including through the Department's IT Systems,

clause 41.3 does not apply, and the Department may remove and retain any Records, including those stored electronically, that the Department determines are relevant to any action under this clause 41.4, provided that, in the case of clause 41.4(a) and clause 41.4(b), the Department returns a copy of all such Records to the Provider within a reasonable period of time.

Note: There are additional rights of access under the *Ombudsman Act 1976* (Cth), the *Privacy Act 1988* (Cth), and the *Auditor-General Act 1997* (Cth).

41.5 The Provider must provide to the Auditor-General, Commonwealth Ombudsman and Australian Information Commissioner (including their authorised persons or authorised officials):

(a) unfettered access to any of the Provider's and/or its Subcontractor's:

(i) premises;

(ii) Personnel;

(iii) External IT Systems; or

(iv) Records, including allowing the inspection, copying and removal of any Records including data stored on any External IT System; and

(b) all assistance reasonably requested,

for the purpose of any audit, review or investigation relating to this Deed and in accordance with the legislative functions and powers of the Auditor-General, Commonwealth Ombudsman and Australian Information Commissioner.

41.6 Nothing in clause 41.5 limits the statutory powers of the Auditor-General, the Commonwealth Ombudsman or the Australian Information Commissioner or their authorised persons or authorised officials.

41.7 Each Party must bear its own costs in relation to any action under this clause 41.

41.8 The Provider's compliance with this clause 41 does not in any way reduce the Provider's responsibility to perform its obligations in accordance with this Deed.

CHAPTER A4 – DEED ADMINISTRATION

Section A4.1 – Indemnity and insurance

42. Indemnity

42.1 The Provider must indemnify the Department against any Loss by the Department, including in dealing with any claim against the Department, arising from or in connection with any:

(a) act or omission by:

(i) the Provider;

(ii) a Subcontractor (whether or not the relevant entity is a current Subcontractor); or

(iii) a Host Organisation,

in connection with this Deed, where there was fault on the part of the entity whose conduct gave rise to the Loss;

(b) breach by the Provider of this Deed or failure to meet an undertaking given under this Deed;

(c) publication of the information referred to in clauses 85.2 or 61, where the published information was provided by the Provider to the Department; or

(d) use by the Department of any Warranted Material, including any claims by third parties about the ownership or right to use Intellectual Property Rights or Moral Rights in any Warranted Material.

42.2 The liability of the Provider to indemnify the Department under this clause 42 will be reduced proportionately to the extent that fault on the Department's part contributed to the relevant Loss.

42.3 The Department's right to be indemnified under this clause 42 is in addition to any other right, power, or remedy provided by law, but the Department will not be entitled to be compensated in excess of the amount of the relevant Loss.

Meaning of fault

42.4 In this clause 42, 'fault' means any negligent or unlawful act or omission or wilful misconduct, including Fraud or Corruption.

43. Insurance

43.1 Subject to this clause 43 and unless the Department otherwise agrees in writing, the Provider must, for the Term of this Deed, effect and maintain or cause to be effected and maintained, the following insurances, which must be valid and enforceable and, except for the statutory workers compensation insurance referred to in clause 43.1(b)(i)(A) and the professional indemnity insurance or errors and omissions insurance at clause 43.1(d), be written on an occurrence basis:

(a) public liability insurance with a limit of indemnity of at least $20 million in respect of each and every occurrence, which covers:

(i) the Provider's liability and the liability of its Personnel, representatives and agents (including to the Department and to the Participants) at general law and additionally as assumed under the terms of clause 44; and

(ii) the vicarious liability of the Department in respect of the acts or omissions of the Provider, its Personnel, representatives and agents,

in respect of:

(iii) loss of, or damage to, or loss of use of any real or personal property (including property of the Department in the care, custody or control of the Provider); and

(iv) the bodily injury, disease or illness (including mental illness), disability, shock, fright, mental anguish or mental injury or death of any individual (other than a liability insured under the insurance referred to in clause 43.1(b)),

arising out of, or in connection with, the Provider's performance of this Deed;

(b) insurance which insures any injury, damage, expense, loss or liability suffered or incurred by any individual engaged in work by the Provider under this Deed:

(i) giving rise to a claim:

(A) under any statute relating to workers' compensation; and

(B) where common law claims by such workers are permissible outside of the statutory scheme referred to in clause 43.1(b)(i)(A), for employer's liability at common law with a limit of indemnity of at least $50 million in respect of each and every occurrence;

(ii) in each Australian state or territory where the Services are performed or delivered; 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 the Department for its liability as principal in relation to any such claim;

(c) for any motor vehicle used in the performance of this Deed:

(i) insurance with a limit of indemnity of at least $20 million in respect of each and every occurrence which covers:

(A) third party property damage arising from the use of any plant or vehicles (registered or unregistered) used in respect of the performance of this Deed (including transporting Participants); and

(B) the bodily injury, disease or illness (including mental illness), disability, shock, fright, mental anguish or mental injury or death of, any individual arising from the use of any unregistered plant or vehicles used in or in connection with the performance of the Services pursuant to this Deed (including transporting Participants); and

(ii) compulsory third party motor vehicle insurance for all registrable vehicles used in the performance of this Deed (including transporting Participants in the Provider's or the Provider's employees' vehicles);

(d) for any Services provided in a professional capacity – professional indemnity insurance or errors and omissions insurance to be maintained during the Term of this Deed and for at least seven years following the Deed Completion Date 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 with one right of reinstatement which covers the liability of the Provider at general law and additionally as assumed under the terms of clause 44 arising from:

(i) a breach of duty owed in a professional capacity in connection with the performance of this Deed or, where errors and omissions insurance is effected, arising from an error or omission by the Provider, its Personnel, representatives or agents; and

(ii) unintentional breaches of Intellectual Property Rights;

(e) if the provision of the Services involves the provision of a product – products liability insurance with a limit of indemnity of at least $10 million in respect of each and every occurrence, which covers:

(i) the Provider's liability and the liability of its Personnel, representatives and agents (including to the Department and to the Participants) at general law and additionally as assumed under the terms of clause 44; and

(ii) the vicarious liability of the Department in respect of the acts or omissions of the Provider, its Personnel, representatives and agents,

in respect of:

(iii) loss of, damage to, or loss of use of any real, personal or intangible property (including property of the Department in the care, custody or control of the Provider, and including the Department's IT Systems); and

(iv) the bodily injury, disease or illness (including mental illness), disability, shock, fright, mental anguish or mental injury or death of, any individual (other than a liability insured under the insurance referred to in clause 43.1(b)),

arising out of or in connection with any goods or products manufactured, constructed, erected, installed, repaired, serviced, renovated, assembled, sold, supplied or distributed in the performance of the Services, or in connection with this Deed;

(f) personal accident insurance providing a sliding scale of benefits (in conformance with current insurance market practice for such policies) with a maximum benefit of at least $250,000 in respect of each and every occurrence that covers Participants while:

(i) on the Provider's premises;

(ii) undertaking employment services activities, but not including undertaking an Activity or any other activity specified in any Guidelines; and

(iii) travelling between:

(A) the Provider's premises and the Participant's home or Services Australia following Referral;

(B) the Provider's premises and employment services activities and other activities that the Provider may require the Participant to undertake; and

(C) the Participant's home and employment services activities and other activities that the Provider may require the Participant to undertake, following referral by the Provider;

Note: The personal accident insurance referred to in clause 43.1(f)(iii) is not required to cover Participants in relation to an Activity.

(g) if the Provider will use an aircraft or marine vessel for the purposes of performing this Deed and the aircraft or marine vessel is owned or chartered by the Provider, marine liability and/or aircraft liability insurance, as is appropriate, covering the liability of the Provider, its Personnel, representatives and agents (including to the Department, Participants and passengers) in respect of personal injury or death or loss of or damage to property (including cargo) with a limit of indemnity of at least $20 million in respect of each and every occurrence unless such liability is otherwise insured under the insurance effected in compliance with clause 43.1(a); and

(h) cyber risk insurance of at least $500,000 per claim or loss, or such higher amount as appropriate for the Provider's business and the Services provided under this Deed, covering:

(i) the Provider, any of its Subcontractors and the Department for their:

(A) repair, replacement, recreation or restoration costs for systems or data;

(B) investigation (including forensic), public relations, business interruption and legal costs; and

(C) loss of money or property paid in connection with an extortion demand; and

(ii) liability of the Provider and any of its Subcontractors (including liability to the Department) for third party claims, fines, penalties and other costs,

arising from a loss of, or failure to secure, data (including through the theft of or unauthorised access to data by Personnel and third parties), disclosure of data (whether negligent or inadvertent), breach of duty in connection with the storage or use or handling of data, cyber extortion or the receipt or transmission of viruses.

43.2 The Provider must also effect and maintain, or cause to be effected and maintained, any other insurance policies required to adequately cover the Provider's business risk that a similar entity delivering the Services, acting reasonably, would acquire, and any other insurance cover required by law.

43.3 Unless otherwise agreed by the Department in writing, all insurances required under this clause 43 (other than statutory workers compensation insurance and compulsory third party motor vehicle insurance) must be obtained from an insurer authorised by the Australian Prudential Regulation Authority.

43.4 Each of the insurances required by this clause 43 (other than statutory workers compensation insurance and compulsory third party motor vehicle insurance) that insures more than one entity, must include:

(a) a cross-liability clause, whereby the insurer agrees that the policy shall be construed as if a separate policy has been issued to each insured entity (but not so as to increase the overall limit of liability);

(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 any or all of the entities 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 entity to observe and fulfil the terms of the policy, or to comply with the terms of the policy, or to comply with that insured entity's pre-contractual duty of disclosure does not prejudice the insurance of any other entity insured under the policy;

(d) a severability clause in which the insurer agrees to treat the insurance policy as if a separate policy has been issued to each insured entity for the purposes of determining rights to indemnity; and

(e) a clause whereby notices of a claim given to the insurer by any insured entity will be accepted by the insurer as notice of a claim given by all the entities insured under the policy.

43.5 Clauses 43.4(a), 43.4(c) and 43.4(e) do not apply to any personal accident insurance required by this clause 43, and clause 43.4(a) does not apply to any professional indemnity or errors and omissions insurance.

43.6 In relation to the insurances specified in this clause 43, the Provider must abide by the terms and conditions of any relevant policy, and do everything reasonably required to claim, and to collect or recover monies due, under any policy.

43.7 The Provider must Notify the Department immediately if it:

(a) becomes aware of any actual, threatened or likely claim under any of the insurances which the Provider is obliged to effect and maintain, that could materially reduce the available limits or involve the Department (other than a claim by the Department against the Provider which would be insured under the insurance referred to in clause 43.1(d)); or

(b) receives a notice of cancellation in respect of any of the insurances that the Provider is obliged to effect and maintain.

43.8 The Provider 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 this clause 43, as is appropriate (including as to limits of indemnity) given the nature of the work to be performed by each such Subcontractor.

Evidence of insurance

43.9 Subject to clause 43.10, the Provider must obtain written independent professional advice that the insurances obtained by it and any Subcontractors pursuant to this clause 43 meet the requirements of this Deed:

(a) before commencing the performance of any Services and in any event within 20 Business Days after the Deed Commencement Date;

(b) within 10 Business Days of the date of commencement of a policy, where the Provider has changed any policy or its insurer(s); and

(c) within 10 Business Days of the date of renewal of each of the insurances required under this Deed.

43.10 Where the advice referred to in clause 43.9 relates to insurances obtained by a Subcontractor, the written independent professional advice in relation to that insurance may be obtained by either the Provider or the Subcontractor.

43.11 Clause 43.9 does not apply to statutory workers compensation insurance or compulsory third party motor vehicle insurance.

43.12 The Provider must, within 10 Business Days of 1 July each year, or at any other time that the Department requests, provide to the Department an insurance declaration form, in the form required by the Department.

43.13 In relation to each insurance policy relied upon by the Provider in compliance with the Provider's obligations to effect and maintain, or cause to be effected and maintained, insurance as required by this Deed, the Provider must provide to the Department:

(a) a full copy of the insurance policy (including all schedules and endorsements);

(b) a certificate of currency; and

(c) a copy of the independent professional advice required by clause 43.9,

at any time that the Department requests.

Note: Clause 43.13 allows the Department to request information relating to the insurances of any Subcontractor of the Provider.

43.14 Reserved.

Assistance to the Department

43.15 The Provider must:

(a) give full, true and particular information, in respect of any proposal for a policy of insurance (including any policy issued pursuant to any self-insurance scheme of the Commonwealth) to be effected by the Department, 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

(b) provide all reasonable assistance to the Department, in order to facilitate the Commonwealth making a claim under any insurance policy or self-insurance scheme effected for the Commonwealth's benefit.

43.16 For the avoidance of doubt, the provisions of this clause 43 are not to be read so as to reduce a Party's liability under any other provision of this Deed, and compliance by the Provider with the provisions of this clause 43 does not limit its liability under any other provision of this Deed.

44. Liability of the Provider to the Department

Joint and several liability

44.1 To the extent permitted by law, where more than one entity is bound by this Deed as the Provider (including where the Provider is a Group Respondent or a partnership), each of those entities is jointly and severally liable for the performance of all of Provider's obligations under this Deed.

Proportionate liability

44.2 The Parties agree that, to the extent permitted by law:

(a) the operation of Part 4 of the *Civil Liability Act 2002* (NSW) is excluded in relation to all and any rights, obligations and liabilities under, or in connection with, this Deed whether such rights, obligations or liabilities are sought to be enforced as a breach of contract, a claim in tort or otherwise; and

(b) in accordance with clause 69, this clause 44.2 applies to all and any rights, obligations and liabilities under, or in connection with, this Deed whether such rights, obligations or liabilities arise in the State of New South Wales or elsewhere in Australia.

Note: Clause 69 provides that this Deed is to be construed in accordance with, and any other matter related to it is to be governed by, the laws of the State of New South Wales.

45. Special rules about Group Respondents

45.1 If the Provider is a Group Respondent, the Provider:

(a) agrees that its members are as specified in the Particulars;

(b) warrants that each of its members have given their authority to the member named in the Particulars as the Group Respondent's lead member to negotiate, bind and act on that member's behalf in relation to this Deed and any variations thereto; and

(c) agrees that it can only change:

(i) its membership; and/or

(ii) the lead member of the Group Respondent,

by entering into an appropriate deed(s) with the Department on terms acceptable to the Department, including, in relation to a change to the lead member, a term under which the Provider and the new lead member warrant that each of the members of the Group Respondent have given their authority to the new lead member to negotiate, bind and act on that member's behalf in relation to this Deed and any variations thereto and providing evidence, to the Department's complete satisfaction, that each of the members have given that authority.

Note: A change in membership of a Group Respondent may require a deed of termination, a deed of variation or a deed of novation depending on the circumstances.

Section A4.2 – Changes in entities delivering Services

46. Corporate governance

46.1 The Provider must, and must ensure that any Material Subcontractor:

(a) provide(s) a copy of its Constitution to the Department within five Business Days of a request to do so;

(b) Notify(ies) the Department in writing within five Business Days of any change:

(i) in its Constitution, structure, management or operations that could reasonably be expected to have an adverse effect on the Provider's ability to comply with its obligations under this Deed; and

(ii) to the membership of its board of Directors, board of management or executive; and

(c) obtain(s) a completed credentials information form (as supplied by the Department or as specified in any Guidelines) from any Director, or member of its board of management or executive, and supply it to the Department, if the Department requests it, within 10 Business Days of the Department's request.

Note: The credentials information form authorises the Department to undertake a credit check of a particular individual.

Provider Personnel

46.2 Unless otherwise agreed by the Department in writing at its absolute discretion, the Provider must:

(a) before employing, engaging or electing any individual who would have a role in its management, financial administration or the performance of the Services, actively enquire as to whether the individual:

(i) has previously been employed, engaged or elected by another employment services provider (including without limitation any other Workforce Australia - Transition to Work (TtW) Provider); and

(ii) if clause 46.2(a)(i) applies, had their:

(A) Access to the Department’s IT Systems terminated; and/or

(B) employment, engagement or election terminated,

because of their conduct in relation to employment services provided to the Commonwealth;

(b) make a written Record of the result of the enquiry described in clause 46.2(a); and

(c) if clause 46.2(a)(ii) applies to the individual, not employ, engage or elect them for a role in its management, financial administration or the performance of the Services.

46.3 Unless otherwise agreed by the Department in writing at its absolute discretion, the Provider must not employ, engage or elect any individual who would have a role in its management, financial administration or, if Notified by the Department, the performance of the Services, if:

(a) the individual is an undischarged bankrupt;

(b) there is in operation a composition, deed of arrangement or deed of assignment with the individual's creditors under the law relating to bankruptcy;

(c) the individual 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 individual has been 'convicted' within the meaning of paragraph 85ZM(1) of that Act of an offence under the *Crimes Act 1914* (Cth), or any other offence relating to fraud, unless there is clear evidence that:

(i) the conviction is regarded as spent under paragraph 85ZM(2) (taking into consideration the application of Division 4 of Part VIIC);

(ii) the individual was granted a free and absolute pardon because the individual was wrongly convicted of the offence; or

(iii) the individual's conviction for the offence has been quashed,

in accordance with any relevant law;

(e) the individual is or was a Director or an individual who occupied an influential position in the management or financial administration of an organisation that had failed to comply with the terms of any agreement with the Commonwealth and where that failure gave the Commonwealth the right to terminate the agreement; or

(f) the individual is otherwise prohibited from being a member or Director or employee or responsible officer of the organisation of the Provider.

46.4 Unless otherwise agreed by the Department in writing at its absolute discretion, where an individual falls, or is discovered as falling, within any of clauses 46.3(a) to 46.3(f) while employed or engaged by the Provider, or elected as an officer of the Provider, in a role in:

(a) its management or financial administration, the Provider will be in breach of clause 46.3, if the Provider does not:

(i) transfer the individual to a position that does not have a role in its management or financial administration; or

(ii) terminate the employment or engagement of the individual or remove the individual from office,

as the case may be, and immediately Notify the Department of its action; or

(b) the performance of the Services, the Provider must Notify the Department on becoming aware that the individual falls or has been discovered as falling within any of clauses 46.3(a) to 46.3(f), and take any action in respect of that individual, that is Notified by the Department.

Note: For the avoidance of doubt, clause 46.4(b) will also apply where an individual is transferred in accordance with clause 46.4(a)(i), to a role in the performance of the Services.

47. Removal and training of Provider and Subcontractor Personnel

47.1 The Department may give Notice, on reasonable grounds related to the performance of the Services or risk to the Services or the Commonwealth, requiring the Provider to remove Personnel (including Subcontractor Personnel) from work on the Services. The Provider must, at its own cost, promptly arrange for the removal of such Personnel from work on the Services and their replacement with Personnel acceptable to the Department.

47.2 For the purposes of clause 47.1, if the Provider is unable to provide replacement Personnel (including Subcontractor Personnel) who are acceptable to the Department, the Department may terminate this Deed under clause 58.

47.3 The Provider must provide for, and ensure that its Personnel and Subcontractors participate in, any training as requested by the Department or as specified in any Guidelines.

48. Change in Control of the Provider or a Material Subcontractor

48.1 The Provider must not, without the Department's prior written consent, cause or allow to occur a Change in Control of:

(a) the Provider; or

(b) any Material Subcontractor.

48.2 The Department may, at its absolute discretion, grant, or refuse to grant its consent to a Change in Control of the Provider or any Material Subcontractor. If the Department grants its consent, the Department may do so on such conditions as the Department sees fit.

48.3 The Provider must, within five Business Days of receiving a written request from the Department, provide such information and supporting evidence as the Department 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) ultimate holding company, if relevant,

of the Provider or any Material Subcontractor, including the dates of any changes to those matters.

48.4 If the Provider breaches clause 48.1 or clause 48.3, the Department may:

(a) vary any allocated Location(s), any Employment Region(s) and/or any Site(s) of the Provider;

(b) vary any Places and/or the Provider’s Caseload;

(c) exercise any remedies specified in clause 54.2; or

(d) terminate this Deed under clause 58,

by providing Notice to the Provider.

48.5 In determining whether to take action under clause 48.4, the Department may take into account any matter, including whether the Department considers, at its absolute discretion, that the relevant Change in Control:

(a) presents a risk to the Commonwealth; or

(b) has an impact on Transition to Work (including any actual or constructive change to the proportion of Services being performed by the Provider in a particular Employment Region, allocated Location, geographic region or nationally).

48.6 If the Department exercises its rights under clause 48.4(a):

(a) where relevant, this Deed is deemed to be varied accordingly; and

(b) the Provider must perform all of its obligations under this Deed as varied.

49. Notice regarding Insolvency Events

49.1 Without limiting any other provisions of this Deed, the Provider must:

(a) immediately Notify the Department if it becomes aware of any Insolvency Event; and

(b) provide the Department, immediately upon receipt or generation by the Provider, a copy of any:

(i) record of a decision of the Provider; or

(ii) notice or orders of any other entity,

relating, or potentially relating, to an Insolvency Event, including any:

(iii) statutory demand within the meaning of sections 459E and 459F of the Corporations Act;

(iv) proceedings initiated with a view to obtaining an order for the Provider's winding up;

(v) decisions and orders of any court or tribunal made against the Provider, or involving the Provider, including an order for the Provider's winding up;

(vi) notice that a shareholder, member or Director is convening a meeting for the purpose of considering or passing any resolution for the Provider's winding up; or

(vii) notice that the Provider has become bankrupt or has entered into a scheme of arrangement with their creditors (if the Provider is an individual).

50. Subcontracting

50.1 The Provider must not, without the Department's prior written approval, enter into, or terminate, a Subcontract.

50.2 In giving approval under clause 50.1, the Department may impose such terms and conditions as the Department thinks fit and the Provider must comply with any such terms and conditions.

50.3 The Subcontractors that the Department has approved, and any terms and conditions relating to their use, are identified in items 5.2 and 5.3 of SCHEDULE 1 – DEED AND BUSINESS DETAILS.

50.4 If the Department gives any approval under clause 50.1 following the Deed Commencement Date, the Department may issue an updated Schedule to reflect this approval.

50.5 The Provider must ensure that any Subcontract is in writing.

50.6 The Provider is liable to the Department for any Loss by the Department in connection with this Deed caused by the acts or omissions of any Subcontractor, whether or not the relevant entity is a current Subcontractor.

50.7 The Provider must ensure that:

(a) every potential Subcontractor is aware, before entering into any Subcontract, of all terms and conditions of this Deed that will be relevant to the Subcontractor's part in the provision of the Services; and

(b) every Subcontractor is aware of any variations to this Deed relevant to the Subcontractor's part in the provision of the Services.

50.8 The Provider must:

(a) ensure that any Subcontract requires the Provider to pay the Subcontractor within 20 Business Days or less after the Subcontractor gives the Provider a correctly rendered invoice under the Subcontract; and

(b) pay its Subcontractors in accordance with the terms of the relevant Subcontract.

50.9 The Department may revoke its approval of a Subcontractor on any reasonable ground by giving Notice to the Provider, and, on receipt of the Notice, the Provider must, at its own cost, promptly:

(a) cease using that Subcontractor; and

(b) if the Provider continues to require that the relevant function is Subcontracted, arrange for its replacement by another Subcontractor acceptable to, and approved by, the Department.

50.10 The Provider must ensure that any Subcontract includes:

(a) a right of termination for the Provider to take account of the Department's right of termination under clauses 57 and 58 and the Department's right of revocation of approval of a Subcontractor under clause 50.9, and the Provider must, where appropriate, make use of that right in the Subcontract in the event of a termination, or revocation of approval of the Subcontractor, by the Department;

(b) a requirement that the Subcontractor must not subcontract to any entity any aspect of the provision of the Services that have been Subcontracted without the prior written approval of the Department. The Department may grant or withhold its approval at its absolute discretion and that consent, if given, may be subject to conditions;

(c) the obligations referred to in clause 31.8(d) (Access and information security assurance); and

(d) obligations on the Subcontractor that are the same as the obligations imposed on the Provider under any provision of this Deed that is relevant to any aspect of the Services that have been Subcontracted, including the obligations imposed on the Provider under clauses 34 (Personal and Protected Information), 35 (Confidential Information), 36 (Records the Provider must keep), 37 (Public Sector Data), 40 (Program Assurance Activities and audits), 41 (Access to Material), 43 (Insurance), 63 (Negation of employment, partnership and agency), and 70 (Compliance with laws and government policies).

50.11 The Provider must not enter into a Subcontract under this Deed with a Subcontractor:

(a) named by the Director of the Workplace Gender Equality Agency as an employer currently not complying with the *Workplace Gender Equality Act 2012* (Cth);

(b) listed as a terrorist under section 15 of the *Charter of the United Nations Act 1945* (Cth); or

(c) that does not have a Valid and Satisfactory Statement of Tax Record (if required in accordance with clause 76).

50.12 The Department may publicly disclose the names of any Subcontractors.

50.13 The Provider must inform all Subcontractors that their participation in performing any of the Provider's obligations under this Deed may be publicly disclosed.

50.14 If the Provider does not comply with this clause 50, the Department may:

(a) exercise any remedies specified in clause 54.2; or

(b) terminate this Deed under clause 58.

Subcontracts to which the Payment Times Procurement Connected Policy (PT PCP) applies

50.15 Clauses 50.16 to 50.28 only apply to this Deed if:

(a) the estimated value of this Deed is above $4,000,000 (GST inclusive) as at the Deed Commencement Date, or the Department Notifies the Provider that this Deed is of such value; and

(b) the Provider is a Reporting Entity as at the date of the relevant request for tender for this Deed.

50.16 The Provider must comply with the PT PCP.

50.17 The Provider must include in any PT PCP Subcontract:

(a) a requirement for the Provider to pay the PT PCP Subcontractor:

(i) subject to clause 50.19, within 20 calendar days after the acknowledgement of the satisfactory delivery of the goods and/or services and receipt of a Correctly Rendered Invoice. If this period ends on a day that is not a Business Day, payment is due on the next Business Day; and

(ii) subject to clause 50.20, for payments made by the Provider after the payment is due, the unpaid amount plus Interest on the unpaid amount;

(b) a statement that the PT PCP applies to the PT PCP Subcontract; and

(c) a statement that the PT PCP Subcontractor may make a complaint to the PT PCP Policy Team or to the Commonwealth as represented by the Department in accordance with the PT PCP if the requirements of this clause 50.17 have not been complied with.

50.18 The Provider must, in any Reporting Entity Subcontract it enters into in anticipation of (or after) entering this Deed, use reasonable endeavours to include:

(a) obligations equivalent to those in clause 50.17; and

(b) a requirement that if the Reporting Entity Subcontractor in turn enters into a Reporting Entity Subcontract, then that subcontract will include:

(i) obligations equivalent to those in clause 50.17; and

(ii) obligations equivalent to this clause (b) (such that the obligations in this clause (b) are to continue to be flowed down the supply chain to all Reporting Entity Subcontractors).

50.19 Clause 50.17(a)(i) does not limit any obligation to comply with applicable legislation that provides for a shorter payment period than the period specified in clause 50.17(a)(i).

50.20 The Provider is not required to pay Interest if:

(a) the Commonwealth has failed to pay the Provider in accordance with the timeframes and requirements under this Deed; or

(b) the amount of the interest payable is less than $100 (GST inclusive).

PT PCP Evaluation Questionnaire

50.21 If requested in writing by the Commonwealth, the Provider must properly complete and return a PT PCP Evaluation Questionnaire within 30 calendar days of the request.

Non Compliance and Remediation

50.22 If the Commonwealth considers or becomes aware that the Provider has not or may not have complied with:

(a) the requirements of clauses 50.15 to 50.20; or

(b) the payment requirements of a PT PCP Subcontract,

the Commonwealth may direct the Provider to provide to the Commonwealth either or both of the following within the timeframes specified by the Commonwealth:

(c) information to enable the Commonwealth to review the Provider's compliance; or

(d) a properly completed PT PCP Remediation Plan.

50.23 The Provider must complete all of the steps and activities contained in the PT PCP Remediation Plan provided under clause 50.22(d).

50.24 If the Commonwealth considers that the Provider has failed to comply with any of its obligations under clauses 50.15 to 50.28, the Commonwealth may:

(a) take the failure to comply into account as part of the Commonwealth's monitoring of the Provider's performance under this Deed; and/or

(b) report the failure to comply (and provide a copy of the completed PT PCP Remediation Plan) to the PT PCP Policy Team.

50.25 If the Provider is the subject of a complaint in relation to its compliance with clauses 50.15 to 50.20 or the associated payment provisions of a PT PCP Subcontract, the Provider agrees that it will:

(a) not take any prejudicial action against the complainant due to the complaint or any investigation or inquiry in relation to the complaint; and

(b) cooperate in good faith with the Commonwealth in connection with any investigation or inquiry and any attempt to resolve the complaint.

Consent

50.26 For any PT PCP Purpose, the Provider consents to the Commonwealth:

(a) using and sharing with any other Commonwealth Entity the information provided by the Provider as part of a PT PCP Evaluation Questionnaire, a PT PCP Remediation Plan, or otherwise received or obtained by the Commonwealth in connection with this Deed or a PT PCP Subcontract; and

(b) receiving from an Entrusted Person, and using, PT PCP Protected Information.

50.27 Without limiting clause 34, the Provider warrants and represents that in submitting a PT PCP Evaluation Questionnaire, PT PCP Remediation Plan or any other document in connection with the PT PCP that includes any Personal Information, it has obtained all necessary consents in accordance with relevant privacy laws to the collection, use and disclosure of such information in the manner contemplated by clause 50.26. The Provider must provide evidence of such consents to the Commonwealth on request.

Interpretation

50.28 A reference to the Commonwealth in clauses 50.21, 50.22, 50.25(b), 50.26 and 50.27 includes the PT PCP Policy Team.

51. Assignment and novation

51.1 The Provider must not assign any of its rights under this Deed without the Department's prior written approval.

51.2 The Provider must not enter into an arrangement that will require the novation of this Deed, without the Department's prior written approval.

51.3 In determining whether to approve any proposed assignment or novation, the Department may take into account any matter, including whether the Department considers, at its absolute discretion, that the assignment or novation:

(a) presents a risk to the Commonwealth; or

(b) has an impact on Transition to Work (including any actual or constructive change to the proportion of Services being performed by any entity in a particular Employment Region, allocated Location, geographic region or nationally).

Section A4.3 – Resolving Problems

52. Dispute Resolution

Best endeavours, good faith and cooperation

52.1 Subject to clause 52.7, if a dispute arises between the Parties in connection with this Deed, each Party must use its best endeavours to resolve the dispute in accordance with this clause 52.

52.2 Each Party must:

(a) only seek to rely on this clause 52 in good faith, and only after making a reasonable assessment that the relevant rights and obligations of the Parties are genuinely in dispute; and

(b) cooperate fully with any process instigated in accordance with this clause 52, in order to achieve a prompt and efficient resolution of any dispute.

Informal resolution

52.3 Subject to clause 52.7, the Parties agree that any dispute arising in relation to this Deed will be dealt with, in the first instance, through the process outlined in any Guidelines.

Formal resolution

52.4 Subject to clause 52.7, if any dispute arising in relation to this Deed cannot be resolved using the process in clause 52.3, the Parties will use the following process:

(a) the Party claiming that there is a dispute will give the other Party a Notice ('Notice of Dispute') setting out:

(i) the nature of the dispute; and

(ii) the relief or outcome being sought by the Party;

(b) within five Business Days of receipt of the Notice of Dispute, each Party will nominate a representative with the authority to negotiate and settle the dispute, and who has not been previously involved in the dispute;

(c) within 10 Business Days of the date on which the last Party to do so nominates a representative under clause 52.4(b), the Parties must confer and attempt to resolve the dispute in good faith. Any resolution reached by the Parties must be reduced to writing and signed by or on behalf of each Party and will be final and binding on the Parties; and

(d) if the dispute is not resolved within the 10 Business Day period specified in clause 52.4(c), the Parties will engage in a mediation in accordance with clause 52.5.

Mediation

52.5 If clause 52.4(d) applies, the Parties:

(a) will engage an independent mediator ('Mediator'), acceptable to each Party, to mediate the dispute within a time period agreed by the Parties and the Mediator;

(b) agree that:

(i) any matters arising in the course of the mediation are confidential;

Note: The definition of 'Confidential Information' includes information that the Parties agree under this Deed is confidential, subject to certain exceptions.

(ii) the Mediator may discuss the dispute with either Party in absence of the other Party;

(iii) all discussion and negotiation during the mediation will be on a privileged 'without prejudice' basis unless such privilege is waived by agreement between the Parties; and

(iv) neither Party may refer in any subsequent proceedings to any such privileged discussions and negotiations or require the Mediator to do so, nor may either Party have access to any of the Mediator's notes or call the Mediator as a witness in any such proceedings; and

(c) may either submit to arbitration by agreement or institute legal proceedings if the dispute is not resolved within 20 Business Days after the engagement of the Mediator.

Costs and application of this clause

52.6 Each Party must bear its own costs of complying with this clause 52, and the Parties must bear equally the cost of any Mediator engaged under clause 52.5.

52.7 This clause 52 does not apply to the following circumstances:

(a) either Party commences legal proceedings for urgent interlocutory relief;

(b) where action is taken, or purportedly taken, by the Department under clauses 18 (General), 19 (Evidence to support entitlement to Payments), 22 (Overpayment and double payment), 23 (Debts and offsetting), 25 (Fraud and Corruption), 28 (Sample reviews), 31 (Access and information security assurance), 37 (Public Sector Data), 38 (Access by Participants and Employers to Records held by the Provider), 40 (Program Assurance Activities and audits), 41 (Access to Material), 46 (Corporate governance), 50 (Subcontracting), 53 (Provider suspension), 54 (Remedies), 55 (Performance under other Commonwealth agreements), 56 (Liquidated Damages), 57 (Termination or reduction in scope with costs), 58 (Termination or reduction in scope for default), 68 (The Department may vary certain terms), 84 (Performance assessments) or 86 (Action about performance);

(c) where the Department is conducting its own breach of contract or Fraud or Corruption investigation or taking consequential action; or

(d) where an authority of the Commonwealth, or of a state or a territory is investigating a breach, or suspected breach, of the law by the Provider.

52.8 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.

53. Provider suspension

53.1 The Department may take action under clause 54.2(a) by issuing a Notice to the Provider, if the Department is of the opinion that:

(a) the Provider may be in breach of its obligations under this Deed, and while the Department investigates the matter;

(b) the Provider's performance of any of its obligations under this Deed is less than satisfactory to the Department;

(c) the Provider has outstanding or unacquitted money under any arrangement, whether contractual or statutory, with the Commonwealth; or

(d) the Provider may be engaged in Fraud or Corruption, and while the Department investigates the matter.

53.2 Notwithstanding any action taken by the Department under clause 53.1, the Provider must continue to perform its obligations under this Deed, subject to any Notice under clause 54.2(a)(i) to suspend the Services, in whole or in part.

53.3 If the Department suspends the Provider from delivering Services under clause 54.2(a), in whole or in part, the Provider must:

(a) during the period of suspension commencing on the date specified in the relevant Notice from the Department and ending on the date Notified by the Department:

(i) immediately cease delivering the Services in accordance with the relevant Notice (including in respect of any relevant Employment Region); and

(ii) not accept any new Referrals in accordance with the relevant Notice (including in respect of any relevant Employment Region); and

(b) Notify any relevant Referring Provider (including, without limitation, in respect of any relevant Employment Region) in respect of which the Provider has been suspended, within 10 Business Days of the Provider being Notified that it is suspended.

54. Remedies

54.1 If:

(a) the Provider fails to rectify a breach, or pattern of breaches, of this Deed, as determined and specified by the Department, to the Department's complete satisfaction, within 10 Business Days of receiving a Notice from the Department to do so, or such other period specified by the Department;

(b) the Provider fails to fulfil, or is in breach of, any of its obligations under this Deed that are not capable of being rectified, as determined by the Department;

(c) the Provider's performance of any of its obligations under this Deed is less than satisfactory to the Department;

(d) an event has occurred which would entitle the Department to terminate this Deed under clause 58; or

(e) this Deed otherwise provides for the Department to exercise rights under clause 54.2,

the Department may, at its absolute discretion and by providing Notice to the Provider, immediately exercise one or more of the remedies specified in clause 54.2.

54.2 The remedies that the Department may exercise are:

(a) suspending any or all of the following, until otherwise Notified by the Department:

(i) the Provider from delivering Services under this Deed, in whole or in part (including in respect of one or more Sites, Locations and/or Employment Regions);

(ii) Referrals, including at some or all Sites;

(iii) any Payment under this Deed, in whole or in part; and/or

(iv) access to all or part of the Department's IT Systems for any Provider Personnel and/or any Subcontractor, Third Party IT Vendor, External IT System and/or other entity;

(b) terminating, or requiring the cessation of all Access to the Department's IT Systems for any particular Provider Personnel and/or any Subcontractor, Third Party IT Vendor, External IT System or any other entity;

(c) requiring the Provider to obtain new logon IDs for any Provider Personnel and/or any Subcontractor, Third Party IT Vendor and/or other entity, and if so required, the Provider must promptly obtain such new logons;

(d) applying bandwidth throttling measures in respect of all Access to the Department's IT Systems for any Provider Personnel and/or any Subcontractor, Third Party IT Vendor, External IT System and/or any other entity;

(e) requiring the Provider to prepare and implement an IT security plan to the Department's complete satisfaction, and if so required, the Provider must do so within the timeframe required by the Department;

(f) imposing special conditions on:

(i) the manner of delivery of the Services;

(ii) the claiming or making of Payments; and/or

(iii) the management of Records,

as the Department thinks fit, and the Provider must comply with any such special conditions;

(g) reducing or not paying specific Payments that would otherwise have been payable in respect of a relevant obligation;

(h) reducing the total amount of any Payments, permanently or temporarily;

(i) where the Department has already made any payment to the Provider, recovering some or all of the relevant payment from the Provider, at the Department's absolute discretion, as a debt in accordance with clause 23;

(j) imposing additional financial or performance reporting requirements on the Provider;

(k) reducing the number of Locations and any associated Places allocated to the Provider (including to zero in one or more Employment Regions, and by reducing Referrals to the Provider or transferring Participants to another employment services provider; and/or

(l) reducing the scope of this Deed.

54.3 If the Department takes any action under this clause 54:

(a) where relevant, this Deed is deemed to be varied accordingly; and

(b) the Provider is not relieved of any of its obligations under this Deed.

55. Performance under other Commonwealth agreements

55.1 Where the Provider was or is engaged to deliver employment services, or employment related services, under any agreement between the Provider and the Commonwealth at any time after seven years prior to the Deed Commencement Date ("another Commonwealth agreement"), and the Department determines that the Provider:

(a) has failed to fulfil, or was or is in breach of, any of its obligations under another Commonwealth agreement; or

(b) without limiting clause 55.1(a), claimed any payment under another Commonwealth agreement and the requirements under that Commonwealth agreement to be entitled to, or to qualify for, the payment were not fully or properly satisfied by the Provider,

the Department may, at its absolute discretion and by Notice to the Provider:

(c) exercise any of the remedies specified in clause 54.2; or

(d) terminate this Deed, if the failure, breach, or conduct under clause 55.1(a) or 55.1(b) permitted the Commonwealth to terminate the relevant Commonwealth agreement.

56. Liquidated Damages

56.1 If the Provider:

(a) ceases to deliver Services at a Site, or Notifies the Department that it is not willing or able to deliver the Services at a Site, and the Provider has not either:

(i) obtained the consent of the Department for the cessation of the Services at the Site (such consent must not be unreasonably withheld by the Department); or

(ii) secured an alternative employment services provider, acceptable to the Department, to provide the Services at the relevant Site from the date on which the Provider ceases, or will cease, to deliver the Services; or

(b) has made Invalid Claims as specified in this clause 56 at any time in the relevant Financial Year,

the Provider must, if required by the Department, pay Liquidated Damages to the Department in the amount of:

(c) where clause 56.1(a) applies, $60,000 per open tender, and $30,000 per limited tender or other process (excluding an open tender) used for sourcing an alternative arrangement acceptable to the Department; and/or

(d) where clause 56.1(b) applies:

(i) $3,095 where the Department identifies that the Provider has made 25 to 49 Invalid Claims in the relevant Financial Year;

(ii) $6,191 where the Department identifies that the Provider has made 50 to 99 Invalid Claims in the relevant Financial Year;

(iii) $12,383 where the Department identifies that the Provider has made 100 to 149 Invalid Claims in the relevant Financial Year;

(iv) $18,574 where the Department identifies that the Provider has made 150 to 199 Invalid Claims in the relevant Financial Year;

(v) $24,766 where the Department identifies that the Provider has made 200 to 249 Invalid Claims in the relevant Financial Year; and

(vi) $30,957 where the Department identifies that the Provider has made 250 or more Invalid Claims in the relevant Financial Year, and for every 50 Invalid Claims the Department identifies that the Provider has made in excess of 250 in the relevant Financial Year, an additional amount of $6,191 per 50 such Invalid Claims will apply.

Note 1: For the purposes of clause 56.1(d), and by way of example, the total amount payable for 350 Invalid Claims made in the relevant Financial Year would be $43,339.

Note 2: For the purposes of clause 56.1(d), the amount of Liquidated Damages that the Department may require the Provider to pay at a particular time will depend on the total number of Invalid Claims identified by the Department throughout the relevant Financial Year. For example, the Department could identify that the Provider has made 100 Invalid Claims during the first three months of a Financial Year and require the Provider to pay Liquidated Damages in the amount of $12,383 as specified in clause 56.1(d)(iii). The Department could then identify that the Provider made an additional 100 Invalid Claims within the relevant Financial Year bringing the total number of Invalid Claims to 200. The Department may only require the Provider to pay the difference between the amounts specified at clauses 56.1(d)(iii) and 56.1(d)(v). The Provider would be liable to pay $24,766 to the Department for that Financial Year in total.

56.2 Where clause 56.1(a) or clause 56.1(b) applies, the Parties agree that all relevant loss will, having regard to the governmental and non-commercial nature of the Services and their significance to the Commonwealth's provision of employment services, be impossible, complex or expensive to quantify accurately in financial terms, and therefore the Parties agree that the Liquidated Damages are a reasonable and genuine pre-estimate of the Commonwealth's Loss in relation to:

(a) in the case of clause 56.1(a), identifying, selecting and entering into a contract with an alternative employment services provider to provide services at any relevant Site, and transferring Participants, Records, monies and relevant materials to the alternative employment services provider; and

(b) in the case of clause 56.1(b), the administrative costs in processing and resolving Invalid Claims.

56.3 For the avoidance of doubt:

(a) clause 56.1(a) does not apply where the Department reallocates the relevant Participants (and any related Places or Locations) without going to tender, including by reallocating the relevant Participants to any other Workforce Australia - Transition to Work (TtW) Provider at the relevant time;

(b) clause 56.1(b) does not apply where the Provider self identifies Invalid Claims through its internal compliance practices and Notifies the Department of those Invalid Claims; and

(c) the Department may, at its absolute discretion, recover the amount of Liquidated Damages from the Provider as a debt for the purposes of clause 23, if and when the Commonwealth Notifies the Provider that it elects to recover the Liquidated Damages as a debt under clause 23.

57. Termination or reduction in scope with costs

57.1 The Department may, at its absolute discretion, at any time by Notice to the Provider, terminate or reduce the scope this Deed.

57.2 If this Deed is terminated or reduced in scope under clause 57.1, the Department is only liable:

(a) to make Payments as specified in clauses 57.3 and 57.4; and

(b) subject to clauses 57.6, 57.7 and 57.8, for any reasonable, unavoidable costs actually incurred by the Provider and directly attributable to the termination or reduction in scope of this Deed.

Limitation on Payments in the case of termination

57.3 Where the Department terminates this Deed under clause 57.1:

(a) subject to clause 57.3(d), the Department will only be liable to make Payments that are properly due to the Provider before the date on which the termination takes effect;

(b) any Payments that are:

(i) Payments in advance; and

(ii) due after the Provider receives the relevant Notice issued by the Department under clause 57.1, but before the date on which the termination takes effect,

will, as determined by the Department at its absolute discretion, abate to the extent that they relate to the conduct of the Services after the date on which the termination takes effect;

(c) the Department will be entitled to recover from the Provider any Payments that have been paid in advance that relate to the Services to be performed after the date on which the termination takes effect; and

(d) the Department will only be liable to pay any Reimbursement to the Provider to the extent that the Provider legally committed the relevant monies before the Provider received the relevant Notice issued by the Department under clause 57.1.

Limitation of Payments in the case of reduction in scope

57.4 Where the Department reduces the scope of this Deed under clause 57.1, with respect to the Services that cease after the reduction in scope ('Ceased Services'):

(a) subject to clause 57.4(e), the Department will only be liable to make Payments that are properly due to the Provider before the date on which the reduction in scope takes effect;

(b) any Payments that are:

(i) Payments in advance; and

(ii) due after the Provider receives the relevant Notice issued by the Department under clause 57.1, but before the date on which the reduction in scope takes effect,

will, as determined by the Department at its absolute discretion, abate to the extent that they relate to the Ceased Services after the date on which the reduction in scope takes effect;

(c) the Department will be entitled to recover from the Provider any Payments paid in advance that relate to the conduct of the Ceased Services after the date on which the reduction in scope takes effect;

(d) the Department's liability to pay any part of the Payments after the date on which the reduction in scope takes effect will, to the extent determined by the Department at its absolute discretion, abate proportionately to the reduction in the Provider's obligations under this Deed; and

(e) the Department will only be liable to pay any Reimbursement in respect of relevant monies legally committed by the Provider:

(i) before the Provider receives the relevant Notice issued by the Department under clause 57.1; or

(ii) after the Provider receives the relevant Notice issued by the Department under clause 57.1 to the extent that the commitment of the relevant monies does not relate to the Ceased Services.

Provider's obligations

57.5 Upon receipt of a Notice of termination or reduction in scope under clause 57.1, the Provider must:

(a) cease or reduce the performance of this Deed in accordance with the Notice;

(b) not legally commit any further monies in connection with the Services;

(c) immediately return to the Department any Payments that the Department is entitled to recover under clause 57.3(c) or clause 57.4(c);

(d) immediately do everything possible to mitigate all losses, costs and expenses, arising from the termination or reduction in scope referred to in the Notice; and

(e) in the case of a reduction in scope, continue to deliver the Services in accordance with this Deed up to and following the date on which the reduction in scope takes effect, except for the Services that will cease after the reduction in scope.

Limit on liability

57.6 The Department's liability to pay under this clause 57 is subject to the Provider's:

(a) strict compliance with this clause 57; and

(b) full and proper substantiation, to the Department's complete satisfaction, of any amounts claimed under clause 57.3 or 57.4.

57.7 The Department will not be liable under this clause 57 to pay any amounts for, or in connection with:

(a) any loss of the Provider's prospective profits attributable to the termination or reduction in scope under this clause 57;

(b) any loss of any benefits that would have been conferred on the Provider had the termination or reduction in scope under this clause 57 not occurred; or

(c) any amounts that would, in aggregate, exceed the maximum Payments that would have been payable by the Department under this Deed in respect of the relevant Services, but for a termination or a reduction in scope under this clause 57.

57.8 In addition, the Department will not be liable to pay the Provider, and the Provider agrees that its reasonable costs do not include:

(a) any amounts owed by the Provider under any contract of employment or to any of its Subcontractors or Third Party IT Vendors; and

(b) payment of any liabilities arising from commitments the Provider has made in relation to the conduct of the Services beyond the end of the Financial Year in which the termination or reduction in scope takes place.

58. Termination or reduction in scope for default

58.1 The Department may terminate or reduce the scope of this Deed, by giving Notice to the Provider, if:

(a) the Provider is in breach of any of its obligations under this Deed that are not capable of being rectified (as determined by the Department);

(b) the Provider is in breach of any of its obligations under this Deed that are capable of being rectified, and fails to rectify the breach, or pattern of breaches, within 10 Business Days, or such other period specified by the Department, of receiving a Notice from the Department to do so;

(c) to the extent permitted by law, any Insolvency Event occurs;

Note: For the avoidance of doubt, clause 58.1(c) does not apply where a Provider has transferred its incorporation or registration in accordance with the legislation under which it is incorporated or registered.

(d) the Department determines at its absolute discretion that, prior to or during the Term of this Deed, the Provider has:

(i) engaged in misleading or deceptive conduct;

(ii) made a statement that is incorrect or incomplete; or

(iii) omitted to provide information to the Department; or

(e) the Department becomes expressly entitled to terminate this Deed under any other provision of this Deed (excluding clause 57) including under any other provision of this Deed giving the Department the right to terminate under this clause 58.

Section A4.4 – Other matters

59. Transition out leading up to expiry, termination or reduction in scope of this Deed

Transition Period

59.1 The Department may Notify the Provider of a Transition Period at any time and for any reason.

59.2 If the Department Notifies the Provider of a Transition Period under clause 59.1, the Department may, at its absolute discretion, Notify the Provider that:

(a) the Department is ceasing or reducing the number of Referrals to the Provider;

(b) the Provider must stop delivering the Services, or a part of the Services; and/or

(c) certain provisions of this Deed do not apply to the provision of Services,

during the Transition Period, and where the Provider receives any such Notice, the Provider must comply with the Notice.

59.3 Unless Notified otherwise by the Department, the Provider must, during the Transition Period, continue to provide all Services that it is required to provide under this Deed.

59.4 If the Provider will be providing services to the Department similar to the Services after the Transition Period, the Department may, during the Transition Period:

(a) increase the number of Referrals and/or transfers of Participants to the Provider; and

(b) take any other action to facilitate transition of business or Participants to the Provider, or to transition the Provider to services after the Transition Period.

60. Acknowledgement and promotion

60.1 The Provider must:

(a) in relation to all publications, and all promotional, publicity and advertising Materials or activities of any type undertaken by, or on behalf of, the Provider relating to the Services or this Deed:

(i) comply with any Guidelines or Notice from the Department, relating to promotion, style, badging or signage; and

(ii) acknowledge the financial and other support the Provider has received from the Commonwealth, in the manner consistent with any Guidelines; and

(b) deliver to the Department (at the Department's request and at the Provider's own cost) copies of all promotional, publicity and advertising Materials that the Provider has developed for the purposes of this Deed.

60.2 The Provider must market and promote the Services, as required by the Department, and deal with enquiries relating to the Provider's provision of the Services, in accordance with any Guidelines.

61. The Department's right to publicise the Services and best practice

61.1 The Department may, by any means, publicise and report on the Services and on the awarding of this Deed to the Provider, including:

(a) the name of the Provider;

(b) the amounts paid, or expected to be paid, to the Provider under this Deed; and

(c) a description of the Services.

61.2 Where the Department identifies best practice on the part of the Provider, the Department may disseminate advice of such best practice to any other entity, including other employment services providers.

62. Conflict of interest

62.1 The Provider warrants that, to the best of its knowledge and belief, after making diligent inquiries, at the Deed Commencement Date, no Conflict exists, or is anticipated.

62.2 The Provider must not enter into any arrangement that may cause a Conflict.

62.3 If a Conflict arises, or is anticipated to arise, including as determined and Notified by the Department, the Provider must:

(a) immediately Notify the Department of the Conflict and the steps that the Provider proposes to take to resolve or otherwise deal with the Conflict;

(b) make full disclosure to the Department of all relevant information relating to the Conflict; and

(c) take such steps as the Department may reasonably require to resolve or otherwise deal with the Conflict.

62.4 If the Provider:

(a) fails to take action in accordance with this clause 62; and/or

(b) is unable or unwilling to resolve or deal with the Conflict as reasonably required by the Department,

the Department may terminate this Deed under clause 58.

63. Negation of employment, partnership and agency

63.1 The Provider, its Personnel, agents, Host Organisations, Subcontractors and Third Party IT Vendors are not, by virtue of this Deed or any other arrangement, or for any purpose, Department Employees, or employees or agents of the Commonwealth or otherwise able to bind or represent the Commonwealth.

63.2 Subject to this Deed, the Provider must not represent itself, and must ensure that its Personnel, agents, Subcontractors and Third Party IT Vendors do not represent themselves, as being Department Employees, or employees or agents of the Commonwealth, or as otherwise able to bind or represent the Commonwealth.

64. Protection of rights

64.1 If a Party:

(a) does not exercise, or delays in exercising, any right under this Deed; or

(b) exercises any right on a single occasion or partially,

that act or omission will not prevent the Party from exercising the right in the future, or from exercising any other right.

64.2 Waiver of any provision of, or right under, this Deed must be in writing signed by the Party entitled to the benefit of that provision or right and is effective only to the extent set out in the written waiver.

65. Severance

65.1 If a court says that 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.

66. Entire agreement

66.1 Except where expressly stated to the contrary, this Deed records the entire agreement between the Parties in relation to its subject matter and supersedes all communications, negotiations, arrangements, representations and agreements, whether oral or written, between the Parties about the subject matter of this Deed.

67. Variation of Deed

67.1 Except for action the Department 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.

68. The Department may vary certain terms

68.1 The Department may, at any time, vary:

(a) Payments and Payment related provisions under this Deed;

(b) Sites, Locations, and/or Employment Regions of the Provider;

(c) Places, Referrals to the Provider and the number of Participants on the Provider's Caseload;

(d) any aspect of the Services; and/or

(e) any provision of this Deed relating to the way in which the Services are to be delivered,

for all or part of the Term of this Deed:

(f) based on the Department's assessment of:

(i) projected changes to labour market conditions in a Location or an Employment Region (including projected Participant demand); or

(ii) the extent to which the Services are meeting any of the Objectives; or

(g) acting reasonably, for any other reason as determined by the Department at its absolute discretion,

by providing Notice to the Provider.

68.2 If the Department exercises its rights under clause 68.1:

(a) where relevant, this Deed is deemed to be varied accordingly; and

(b) the Provider must perform all of its obligations under this Deed as varied.

69. Applicable law and jurisdiction

69.1 This Deed is to be construed in accordance with, and any matter related to it is to be governed by, the laws of the State of New South Wales.

69.2 Both Parties submit to the non-exclusive jurisdiction of the courts of the State of New South Wales in respect to any dispute under this Deed.

70. Compliance with laws and government policies

70.1 The Provider must:

(a) in carrying out its obligations under this Deed; and

(b) ensure that its Personnel, Subcontractors, Third Party IT Vendors and agents, in carrying out activities related to this Deed,

comply with:

(c) all relevant laws and requirements of any Commonwealth, state, territory or local authority, including the WHS Laws, the *Workplace Gender Equality Act 2012* (Cth), anti-discrimination legislation, including the *Disability Discrimination Act 1992* (Cth), and the *National Anti-Corruption Commission Act 2022* (Cth); and

(d) any Commonwealth policies Notified by the Department to the Provider, referred to or made available by the Department to the Provider (including by reference to an internet site), including any listed in this Deed.

70.2 The Provider must, when using the Department's premises or facilities, comply with all reasonable directions and procedures relating to work health, safety and security in effect at those premises or in regard to those facilities, as advised by the Department or as might reasonably be inferred from the use to which the premises or facilities are being put.

Workplace Gender Equality Act 2012 (Cth)

70.3 Clauses 70.4 to 70.5 apply only to the extent that the Provider is a 'relevant employer' for the purposes of the *Workplace Gender Equality Act 2012* (Cth) ('the WGE Act').

70.4 The Provider must:

(a) Notify the Department as soon as practicable if the Provider becomes non-compliant with the WGE Act during the Term of this Deed; and

(b) provide a current letter of compliance issued to the Provider by the Commonwealth Workplace Gender Equality Agency within 18 months from the Deed Commencement Date, and following this, annually, to the Department.

70.5 For the avoidance of doubt, compliance with the WGE Act does not relieve the Provider from its responsibility to comply with its other obligations under this Deed.

Work health and safety

70.6 The Provider must at all times:

(a) ensure that the Services are carried out in a safe manner;

(b) comply with any reasonable instruction from the Department relating to work health and safety and any directions issued by any entity having authority under the WHS Laws to do so;

(c) consult, cooperate and coordinate with the Department in relation to health and safety matters arising from the Services (including meeting with the Department as required by the Department and communicating any issues or concerns, or any specific requirements applying to the Services under or arising from the WHS Laws, as soon as practicable);

(d) if the Provider is required by the WHS Act to report a Notifiable Incident to the Regulator arising out of the Services:

(i) at the same time, or as soon as is possible in the circumstances, give Notice of such incident, and a copy of any written notice provided to the Regulator, to the Department; and

(ii) provide to the Department, within such time as the Department specifies, a Report detailing the circumstances of the incident, the results of investigations into its cause, and any recommendations or strategies for prevention in the future;

(e) within 24 hours of becoming aware of such circumstances, inform the Department of the full details of:

(i) any suspected or actual contravention of the WHS Laws relating to the Services;

(ii) any workplace entry by a WHS Entry Permit Holder, or an inspector appointed under the WHS Act, to any place where the Services are being performed or undertaken;

(iii) any proceedings against the Provider, or any decision or request by the Regulator given to the Provider, under the WHS Laws; and

(iv) any cessation or direction to cease work relating to the Services, due to unsafe work, immediately upon the Provider being informed of any such cessation or direction; and

(f) provide the Department with copies of all notices and correspondence issued to the Provider by any entity under the WHS Laws, within 24 hours of receiving any such notice or correspondence.

70.7 The Provider must cooperate with any investigation undertaken by the Department concerning any Notifiable Incident, or breach or alleged breach of the WHS Laws, or any audit of the Provider's work health and safety performance, arising out of, or in respect of, the Services.

71. Checks and reasonable care

Personnel and Supervisors

71.1 Before arranging for any of its Personnel, any Subcontractor or any potential Supervisor to be involved in the Services, including any Activity (except any Activity specified to be excluded in any Guidelines or Notified as such by the Department), the Provider must arrange and pay for all checks or similar, and comply with any other requirements, to ensure that the relevant Personnel or potential Supervisor's involvement does not breach:

(a) any relevant legislation, and in particular, any Working with Children Laws, in effect in the jurisdiction(s) in which the Services are conducted; and

(b) any Guidelines.

Child Safety

71.2 The Provider must:

(a) comply with all applicable Working with Children Laws in relation to the involvement of Child-Related Personnel in the Services, including obtaining, at the Provider's cost, all necessary Working With Children Checks however described; and

(b) ensure that Working With Children Checks obtained in accordance with clause 71.2(a) remain current and that all Child-Related Personnel continue to comply with all applicable Working with Children Laws for the duration of their involvement in the Services.

National Principles for Child Safe Organisations and other action for the safety of Children

71.3 The Provider must, in relation to the Services:

(a) implement, and ensure that all Child-Related Personnel implement, the National Principles for Child Safe Organisations;

(b) complete and update, at least annually, a risk assessment to identify the level of responsibility the Provider and Child-Related Personnel have for Children and the level of risk of harm or abuse to Children;

(c) put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required under clause 71.3(b);

(d) provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:

(i) the National Principles for Child Safe Organisations;

(ii) the Provider's risk management strategy required under clause 71.3(c);

(iii) applicable Working with Children Laws, including in relation to Working With Children Checks; and

(iv) relevant legislation relating to mandatory reporting of suspected child abuse or neglect, however described; and

(e) at the Provider's cost, provide the Department with an annual statement of compliance with the Child Safety Obligations, in such form as may be specified by the Department.

71.4 With reasonable notice to the Provider, the Department may conduct a review of the Provider's compliance with the Child Safety Obligations.

71.5 The Provider agrees to:

(a) promptly notify the Department of any failure by the Provider or any Child-Related Personnel, as relevant, to comply with the Child Safety Obligations;

(b) cooperate with the Department in any review conducted by the Department of the Provider's implementation of the National Principles for Child Safe Organisations or compliance with the Child Safety Obligations; and

(c) promptly, and at the Provider's cost, take such action as is necessary to rectify, to the Department's complete satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with the Child Safety Obligations.

71.6 Wherever Child Safety Obligations may be relevant to a Subcontract, the Provider must ensure that:

(a) any Subcontract imposes on the Subcontractor the same Child Safety Obligations that the Provider has under this Deed; and

(b) each Subcontract also requires the same Child Safety Obligations (where relevant) to be included by the Subcontractor in any secondary subcontracts.

71.7 The Provider must not allow any of its Personnel, any Subcontractor or any potential Supervisor to participate in the Services, including any Activity (except any Activity specified to be excluded in any Guidelines or Notified as such by the Department):

(a) if any relevant legislation or any Guidelines provide or mean that the individual must not be allowed to be so involved; or

(b) if:

(i) a relevant check shows that they have been convicted of a crime and a reasonable individual would consider that the conviction means that the individual would pose a risk to other individuals involved in the Services; or

(ii) there is otherwise a reasonably foreseeable risk that the individual may cause loss or harm to any other individual,

unless the Provider has put in place reasonable measures to remove or substantially reduce that risk.

Participants

71.8 If an Activity or Employment involves close proximity with people who are elderly, disabled or otherwise vulnerable or Children (excluding other Participants), before arranging for a Participant to be involved in the Activity or placed in the Employment, the Provider must, unless Notified otherwise, arrange and pay for all checks or similar, and comply with any other requirements, to ensure that the Participant's involvement or placement does not breach:

(a) any relevant legislation, and in particular, any Working with Children Laws, in effect in the jurisdiction(s) in which the Activity is conducted or the Employment exists; and

(b) any Guidelines.

Note: For the avoidance of doubt, the requirements in clause 71.8 do not apply to Participant Sourced Voluntary Work.

71.9 Subject to clause 71.10, the Provider must not allow a Participant to be involved in an Activity or place a Participant into Employment:

(a) if any relevant legislation or Guidelines provide or mean that the Participant must not be allowed to be so involved or placed; or

(b) if:

(i) a relevant check shows that they have been convicted of a crime and a reasonable individual would consider that the conviction means that the individual would pose a risk to other individuals involved in the Activity or Employment; or

(ii) there is otherwise a reasonably foreseeable risk that the individual may cause loss or harm to other individuals involved in the Activity or Employment,

unless the Provider has put in place reasonable measures to remove or substantially reduce that risk.

Note: Where the Provider places a Participant into Employment, 'reasonable measures' may include, if relevant and consistent with any requirements under the law, advising the Employer of any information that may be relevant to assisting the Employer to mitigate relevant risks.

71.10 The requirements set out in clause 71.9 apply to Participant Sourced Voluntary Work only if the Provider is aware of the Participant's proposed involvement in that Activity prior to its commencement.

72. Indigenous Procurement Policy

Note: The Indigenous Procurement Policy is the Commonwealth policy to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy. Information about the Indigenous Procurement Policy was included in any request for tender for this Deed and is available from the National Indigenous Australians Agency.

72.1 The Provider must use reasonable endeavours to increase its:

(a) purchasing from Indigenous Enterprises; and

(b) employment of Aboriginal or Torres Strait Islander persons,

in the delivery of the Services.

72.2 For the purposes of clause 72.1(a), the Provider may use an Indigenous Enterprise as a Subcontractor, and/or in the Provider's supply chain.

High Value Deed

72.3 If this Deed is a High Value Deed, or the Department Notifies the Provider that this Deed is a High Value Deed, the Provider must comply with clauses 72.4 to 72.15.

72.4 If the Provider does not already have an Indigenous Participation Plan, the Provider must:

(a) develop a draft Indigenous participation plan in the form required by the Department; and

(b) submit the draft Indigenous participation plan to the Department for its review and approval,

within 20 Business Days of:

(c) this Deed becoming a High Value Deed; or

(d) the Department Notifying the Provider that this Deed is a High Value Deed,

whichever is applicable.

72.5 The Department may, at its absolute discretion, direct the Provider to amend the draft Indigenous participation plan and resubmit the draft Indigenous participation plan to the Department for its approval in the manner and within the timeframe specified by the Department, and the Provider must comply with any such direction.

72.6 The Parties agree that on Notice by the Department of its approval of the draft Indigenous participation plan, that plan becomes the Indigenous Participation Plan.

Indigenous Participation Plan and Reporting

72.7 The Provider must comply with, and report against, the Indigenous Participation Plan during the Term of this Deed.

72.8 The Provider may meet the Mandatory Minimum Requirements either directly and/or through Subcontracts under this Deed.

72.9 The Provider must submit written reports on its compliance with the Indigenous Participation Plan to the Department via the IPPRS, as follows:

(a) at least once every quarter during the Term of this Deed; and

(b) within 10 Business Days after the Deed Completion Date.

72.10 The reports specified in clause 72.9 must:

(a) identify whether the Provider has complied with the Indigenous Participation Plan;

(b) include the Provider's progress in meeting the Mandatory Minimum Requirements; and

(c) where the Provider identifies that it did not comply with the Indigenous Participation Plan or meet the Mandatory Minimum Requirements, provide an explanation for the non-compliance.

72.11 Notwithstanding any other clause of this Deed, the Provider acknowledges and agrees that all reports it submits under clause 72.9:

(a) will be recorded in the IPPRS, may be accessed by the Department and other Commonwealth entities and may be made publicly available;

(b) will not be Confidential Information; and

(c) may be used by the Department and other Commonwealth entities for any purpose, including for evaluation of an offer to provide goods and/or services to a Commonwealth entity.

72.12 Throughout the Term of this Deed, the Provider is responsible for managing the Provider's access to the IPPRS, including enabling and/or disabling its authorised Personnel's access (as appropriate).

72.13 If at any time during the Term of this Deed, the Department considers, at its absolute discretion, that it has concerns in relation to the Provider's:

(a) compliance with the Indigenous Participation Plan; or

(b) overall ability to meet the Mandatory Minimum Requirements,

the Department may:

(c) conduct an audit of the Provider's implementation of, and overall ability to meet, the Mandatory Minimum Requirements and/or compliance with the Indigenous Participation Plan; and

(d) require the Provider to provide additional detail in relation to its implementation of, and overall ability to meet, the Mandatory Minimum Requirements and/or compliance with the Indigenous Participation Plan.

72.14 The Provider must comply with all directions issued by the Department in relation to the Provider's implementation of the Indigenous Participation Plan.

72.15 The Department may terminate this Deed in accordance with clause 58, if the Provider fails to:

(a) develop, implement, comply with, or report against the Indigenous Participation Plan; or

(b) comply with a direction issued by the Department under clause 72.14.

73. Aboriginal and Torres Strait Islander peoples

73.1 If this Deed is not a High Value Deed, the Provider must:

(a) within three months after the Deed Commencement Date, develop an Aboriginal and Torres Strait Islander employment strategy which is designed to:

(i) attract, develop, and retain Aboriginal or Torres Strait Islander persons as employees within the Provider's Own Organisation; and

(ii) encourage the procurement of goods and services, as relevant, from Indigenous Enterprises; and

(b) implement and maintain that strategy for the Term of this Deed.

73.2 The Provider must work in partnership with Jobs, Land and Economy Program providers, Employers, and community service organisations, on employment related strategies or initiatives to maximise employment of Aboriginal and Torres Strait Islander peoples in local jobs.

73.3 The Provider may enter into agreements with relevant Jobs, Land and Economy Program providers in locations where they are both operating for the purpose of maximising Employment Outcomes for Aboriginal and Torres Strait Islander peoples in relation to specific Jobs, Land and Economy Program projects.

74. Modern slavery

74.1 In this clause 74:

(a) 'Modern Slavery' has the meaning given to that term in the Modern Slavery Acts and includes all other slavery-like practices;

(b) 'Modern Slavery Acts' means the *Modern Slavery Act 2018* (Cth) and any State or Territory legislation relating to the same or similar subject matter;

(c) 'Modern Slavery Law' means any law in connection with Modern Slavery in force in Australia from time to time, including:

(i) if and to the extent applicable, the Modern Slavery Acts; and

(ii) Divisions 270 and 271 of the *Criminal Code Act 1995* (Cth);

(d) 'Modern Slavery Offence' means any:

(i) offence set out in, or other conduct or practices which amount to an offence under, any Modern Slavery Law; or

(ii) conduct which constitutes Modern Slavery;

(e) 'Modern Slavery Statement' means a statement within the meaning of section 12 of the *Modern Slavery Act 2018* (Cth);

(f) 'Modern Slavery Statements Register' means the register established under section 18 of the *Modern Slavery Act 2018* (Cth); and

(g) 'Reporting Period' means a reporting period within the meaning of section 4 of the *Modern Slavery Act 2018* (Cth).

74.2 The Provider represents and warrants to the Department that, as at the Deed Commencement Date, the Provider has no knowledge of any Modern Slavery Offence that has occurred or is occurring in its operations or supply chains.

74.3 The Provider must at all times during the Term of this Deed and in performing the Services:

(a) take reasonable steps to identify the risk, and prevent the occurrence, of any Modern Slavery Offence in its operations and supply chains; and

(b) comply with any Modern Slavery Law.

74.4 The Provider must Notify the Department as soon as practicable, and no later than five Business Days after becoming aware, of any Modern Slavery Offence or alleged Modern Slavery Offence in its operations or supply chains.

74.5 If for a Reporting Period the Provider's consolidated revenue is $100 million or more, the Provider must for that Reporting Period prepare a Modern Slavery Statement and submit it to the Australian Government's Modern Slavery Statements Register at https://modernslaveryregister.gov.au.

74A. Compliance with the Commonwealth Supplier Code of Conduct

74A.1 The Provider must comply with, and ensure that its officers, employees, Subcontractors and agents comply with, the Commonwealth Supplier Code of Conduct in connection with the performance of this Deed.

74A.2 The Provider must:

(a) periodically monitor and assess its, and its officers', employees', and agents' compliance with the Commonwealth Supplier Code of Conduct; and

(b) on request from the Department, promptly provide information regarding:

(i) the policies, frameworks, or systems it has established to monitor and assess compliance with the Commonwealth Supplier Code of Conduct, and

(ii) the Provider's compliance with clause 74A.1.

74A.3 The Provider must:

(a) immediately Notify the Department if it suspects or becomes aware of any breach of clause 74A.1; and

(b) ensure that the Notice referred to in clause 74A.3(a) includes:

(i) a summary of the breach;

(ii) the date that the breach occurred;

(iii) details of the personnel involved; and

(iv) any other relevant information.

74A.4 Where the Department identifies a possible breach of clause 74A.1, the Department may Notify the Provider, and the Provider must, within three (3) Business Days of receiving a Notice, either:

(a) where the Provider considers that a breach of clause 74A.1 has not occurred, Notify the Department that there has not been a breach of clause 74A.1and provide information supporting that determination; or

(b) where the Provider considers that a breach of clause 74A.1has occurred, Notify the Department in accordance with clause 74A.3 and otherwise comply with its obligations under this clause 74A.

74A.5 Notwithstanding clause 74A.4, the Department may Notify the Provider that it considers that the Provider is in breach of clause 74A.1, and the Provider must:

(a) rectify the breach in accordance with the relevant Notice; and

(b) otherwise comply with its obligations under this clause 74A.

74A.6 If the Provider fails to rectify a breach of this clause 74A in accordance with clause 74A.5(a), the Department may terminate this Deed under clause 58.

74A.7 The Department and Provider acknowledge and agree that:

(a) nothing in this clause 74A or the Commonwealth Supplier Code of Conduct limits, reduces, or derogates from the Provider's other obligations under the Deed;

(b) the Department's rights under this clause are in addition to and do not otherwise limit any other rights the Department may have under this Deed; and

(c) the performance by the Provider of its obligations under this clause will be at no additional cost to the Department.

74A.8 The Provider agrees that the Department or any other Commonwealth agency may take into account the Provider's compliance with the Commonwealth Supplier Code of Conduct in any future approach to market or procurement process.

75. Reserved

76. Shadow Economy Procurement Connected Policy

76.1 The Provider warrants that at the Deed Commencement Date it holds a Valid and Satisfactory Statement of Tax Record.

76.2 The Provider must hold a Valid and Satisfactory Statement of Tax Record at all times during the Term of this Deed and, on request by the Department, provide to the Department a copy of any such Statement of Tax Record.

76.3 The Provider warrants in relation to any Subcontractor it has engaged to deliver the Services with an estimated value of over $4 million (GST inclusive) that the Provider holds a Valid and Satisfactory Statement of Tax Record for the Subcontractor that was valid at the time of entry into the relevant Subcontract.

76.4 The Provider must ensure that any Subcontractor engaged to deliver the Services with an estimated value of over $4 million (GST inclusive) holds a Valid and Satisfactory Statement of Tax Record at all times during the term of the relevant Subcontract.

76.5 The Provider must retain an up-to-date copy of any Valid and Satisfactory Statement of Tax Record held by any Subcontractor in accordance with clause 76.4 and must, on request by the Department, provide to the Department a copy of any such Valid and Satisfactory Statement of Tax Record.

76.6 If the Provider is a partnership, the Provider must ensure that if a new partner joins the partnership, a Valid and Satisfactory Statement of Tax Record for that partner is provided to the Department as soon as possible after that individual becomes a partner to the partnership.

77. Notices

77.1 A Notice must:

(a) be given to a Party using:

(i) one of the following methods (and no other method):

(A) email;

(B) pre-paid post; or

(C) hand delivery; and

(ii) the email address, postal address or physical address of the Party as set out in items 1 and 2 of SCHEDULE 1 – DEED AND BUSINESS DETAILS;

(b) be in legible writing and in English;

(c) clearly indicate that it relates to this Deed;

(d) in the case of email, state the name of the sending Party or an individual duly authorised by the sending Party; and

(e) in the case of communications other than email, be signed by the sending Party or by an individual duly authorised by the sending Party.

77.2 A Notice given in accordance with clause 77.1 is taken to be received:

(a) if sent by email, upon actual receipt by the addressee;

(b) if sent by pre-paid post, five Business Days after the date of posting, unless it has been received earlier; and

(c) if hand delivered, on delivery.

PART B – SERVICES REQUIREMENTS

CHAPTER B1 – GENERAL REQUIREMENTS

Section B1.1 – General – Objectives

78. Objectives

78.1 The Department and the Provider acknowledge and agree that Transition to Work has the following Objectives:

(a) the Services will assist and support Participants to make a successful transition to sustainable Employment (including apprenticeships or traineeships) directly or through further Education or skills development;

(b) Providers will provide additional support for Participants with more complex Non-vocational Barriers, reducing the risk of those Participants becoming or remaining long-term unemployed;

(c) Providers will deliver high quality, personalised Services to each individual Participant to support them to overcome their Vocational Barriers and/or Non-vocational Barriers;

(d) the Services will be delivered in a way that recognises the prevalence of mental health illnesses and issues in young people and empowers them to make informed decisions about their pathways to Employment and Education;

(e) Providers will work proactively and cooperatively with providers of other services in the community, such as providers of other programs and services made available by the Commonwealth, state, territory or local governments, private and community organisations and stakeholders, Other Service Providers and Education institutions in the Provider's Employment Region(s);

(f) Providers will deliver high quality, tailored Services to Employers based on their recruitment needs, helping them to fill Vacancies;

(g) Providers will align Participant employment pathways to addressing skill needs within the local labour market, matching Employers with candidates who have the skills they need and providing those candidates with post-placement support;

(h) Providers will contribute to addressing areas of skill shortage and boosting the productive capacity of the workforce;

(i) Providers will demonstrate a culture of continuous improvement and innovation in providing the Services; and

(j) Providers will support youth consultation and engagement to ensure that young people have a voice in the development of the employment services they receive and the development of Government policy.

78.2 The Department and the Provider acknowledge and agree that Youth Advisory Sessions have the following Objectives:

(a) to provide advice and assist young people accessing Workforce Australia Online for Individuals to gain the skills and confidence to navigate labour market opportunities and connect to Education or Employment opportunities;

(b) Session content should be flexible and driven by the Session Participant's needs and may include career advice, skills development, resume and job interview tips;

(c) to provide information or connect young people with local community services to help address any Non-vocational Barriers; and

(d) to support young people to remain in Workforce Australia Online.

Section B1.2 – General requirements – Services to Participants

79. Assistance to Participants – General

79.1 The Provider must provide Services to all Participants:

(a) who are Referred to, or Directly Registered with, the Provider (in accordance with Section B2.1 – Provider's Caseload);

(b) in accordance with the specific Services requirements, in particular those set out in:

(i) CHAPTER B2 – SERVICING PARTICIPANTS;

(ii) CHAPTER B3 – ACTIVITIES; and

(iii) CHAPTER B4 – PARTICIPANT REQUIREMENTS; and

(c) for the duration of their Period of Registration,

to support them to overcome their Vocational Barriers and Non-vocational Barriers and prepare for, obtain and sustain Employment.

79.2 The Provider must provide Services to each Participant:

(a) to meet the Objectives specified in clause 78.1(a) to clause 78.1(d) and clauses 78.1(i) and 78.1(j); and

(b) in accordance with:

(i) this Deed including any Guidelines;

(ii) each Service Delivery Plan; and

(iii) any direction by the Department.

79.3 The Provider must deliver high quality, integrated and intensive case management to all Participants in a flexible way that is individually tailored and takes into account:

(a) that each Participant may exercise choice about the Services they receive, subject to certain requirements in their Job Plan;

(b) the results of any Assessments;

(c) the Participant's strengths, skills and experience;

(d) the Participant's culture, personal circumstances and background;

(e) the Participant's Vocational Barriers and Non-vocational Barriers;

(f) the local labour market and local Employers' needs; and

(g) where applicable and appropriate, the Participant's Mutual Obligation Requirements.

79.4 The Provider must, in accordance with any Guidelines, for each Participant according to their individual needs:

(a) develop and maintain a supportive relationship, through regular, ongoing contact;

(b) develop a Job Plan;

(c) as early as possible and for the duration of their Period of Registration, arrange Activities (in accordance with Section B3.1 – Activities for Participants), including referral to Complementary Programs, other non-vocational interventions, training and other opportunities;

(d) assist them to progress towards and sustain suitable Employment, including sourcing Vacancies suitable to the Participant;

(e) assist them to undertake suitable Engagements, Job Searches and other activities and tasks as part of their pathway to Employment;

(f) support them to utilise Workforce Australia Online resources to improve their prospects of Employment, including online tools and information and Online Learning Modules;

(g) assist them to identify and explore career options that suit their aptitude and interests, including identifying further Education opportunities;

(h) provide them with career advice and job search assistance, including advice on how to prepare a resume and develop job applications, and advice on interview techniques;

(i) assist them to enhance their Work Readiness and improve their employability skills such as the ability to work in a team, communication skills, digital skills, motivation and reliability;

(j) refer them, where appropriate, to Education courses that help them to complete Year 12 or gain a Certificate III or higher qualification;

(k) assist them to address literacy and numeracy deficits and improve their foundation skills;

(l) where appropriate, help them to gain their drivers licence, particularly in regional areas;

(m) where appropriate assist Participants to relocate to take up available work in another location, including providing Relocation Assistance to support their moving costs where required;

(n) where appropriate, access funding to support Wage Subsidies to secure improved long-term Employment opportunities;

(o) assist them to monitor, and where required, report on their Mutual Obligation Requirements; and

(p) provide Post-placement Support (in accordance with clause 108), as required, to enable them to effectively sustain Employment.

79.5 Subject to any Guidelines and any other relevant requirements specified in this Deed, the Provider must ensure that each Site is open for the provision of the Services:

(a) if the Site is a Full-Time Site, on a Full-Time basis;

(b) if the Site is a Part-Time Site, on a Part-Time basis; and

(c) if the Site is an Outreach Site, on an Outreach basis.

Note: An Outreach Site differs from a Full-Time Site and a Part-Time Site by not being open every week. For example, an Outreach Site may be open only once per fortnight or per month.

Section B1.3 – General requirements – Employer and community engagement

80. Stakeholder engagement – General

80.1 The Provider must, in delivering comprehensive Services for Participants and Employers, identify and collaborate with other Workforce Australia - Transition to Work (TtW) Providers and providers of other initiatives and services including:

(a) Workforce Australia - Workforce Specialists and Job Coordinators;

(b) Other Service Providers;

(c) Complementary Program providers;

(d) Reserved;

(e) Jobs, Land and Economy Program providers;

(f) private and community-based providers of other services in the community;

(g) education and training institutions;

(h) healthcare organisations;

(i) Commonwealth, state, territory and local governments;

(j) Employer stakeholders, such as local business councils; and

(k) peak bodies and industry representatives.

80.2 The Provider must participate in stakeholder engagement activities as requested by the Department, including:

(a) projects organised by Local Jobs Program Activity Hosts, Launch into Work Organisations, Job Coordinators and Workforce Australia - Workforce Specialists;

(b) jobs fairs; and

(c) workshops or meetings to support policy development.

80.3 The Provider may identify and participate in other stakeholder engagement activities, including:

(a) local area networks and forums; and

(b) Workforce Australia - Transition to Work (TtW) Provider networks and forums.

81. Employer engagement

81.1 In order to provide a simpler and more effective recruitment service to Employers, the Provider must engage with and support Employers:

(a) in the Locations, Employment Regions and Site(s) in which the Provider delivers Services; and

(b) in accordance with the specific Services requirements, in particular those set out in:

(i) CHAPTER B3 – ACTIVITIES; and

(ii) CHAPTER B5 – SERVICING EMPLOYERS.

81.2 The Provider must provide Services to Employers:

(a) to meet the Objectives specified in clauses 78.1(f) to 78.1(h); and

(b) in accordance with:

(i) this Deed including any Guidelines;

(ii) each Service Delivery Plan; and

(iii) any direction given by the Department.

81.3 The Provider must undertake activities to promote and market the abilities of individual Participants to Employers.

81.4 The Provider must, in accordance with any Guidelines, engage with a range of Employers to:

(a) identify and create job opportunities and lodge Vacancies on behalf of Employers;

(b) provide assistance with job design;

(c) be able to quickly target and refer the most suitable Participants to Vacancies, and, if the Provider cannot refer a suitable Participant, otherwise direct the Employer to the Digital Services Contact Centre or to Workforce Australia Employment Services Providers within the Employment Region;

(d) identify Employers' skill needs and arrange activities that prepare Participants to meet those needs, including, where appropriate, through foundational and employability skills development, Education and training;

(e) where appropriate, arrange work trials with potential Employers as part of the development of employment pathways for Participants;

(f) where appropriate, provide information and assistance to Employers through Wage Subsidies to reduce the costs incurred in respect of hiring a Participant; and

(g) provide Post-placement Support to Employers, as necessary, to enable them to effectively manage those Participants in a Job Placement.

81.5 The Provider, in contributing to Commonwealth employer engagement strategies, must also:

(a) report to the Department on any emerging workforce opportunities or challenges;

(b) work collaboratively and in a coordinated manner with Job Coordinators, Workforce Australia - Workforce Specialists, Employers and other stakeholders to develop pathways for Participants into Employment, particularly in occupations experiencing increased demand and in response to large recruitment campaigns;

(c) coordinate its Employer engagement activities with other employment services providers in each relevant Employment Region to strengthen the service offerings to Employers; and

(d) build the skills of Participants on its Caseload to meet demand in the labour market, in particular addressing skills shortages.

Section B1.4 – Provider Performance and Quality Framework

82. Service Guarantee and Service Delivery Plans

82.1 The Department and the Provider acknowledge and agree that:

(a) the aim of a Service Delivery Plan is to communicate with Participants and Employers the Services they can expect to receive from the Provider;

(b) a Service Delivery Plan must:

(i) capture the commitments the Provider made in its response to the request for tender for this Deed; and

(ii) detail the Provider's service offer and strategies in delivering the Services;

(c) the Department may issue to the Provider by Notice a service guarantee which reflects the Australian Government's expectations for Providers delivering Services and that this service guarantee will be deemed to be the Service Guarantee from the date of the relevant Notice; and

(d) the Provider's compliance with the commitments in each Service Delivery Plan and the Service Guarantee is an integral part of the Performance and Quality Framework.

Approval of a Service Delivery Plan

82.2 The Provider must not commence delivering the Services until:

(a) it has developed and submitted a draft service delivery plan for the relevant Employment Region for the Department's approval, in a manner and within the timeframe advised by the Department; and

(b) the Provider's draft service delivery plan for the relevant Employment Region has been approved by the Department in accordance with clause 82.3.

82.3 The Department may, in its absolute discretion:

(a) approve a draft service delivery plan as the Service Delivery Plan; or

(b) direct the Provider to:

(i) amend a draft service delivery plan; and

(ii) resubmit a draft service delivery plan to the Department for its approval,

in the manner and within the timeframe specified by the Department, and the Provider must comply with any such direction.

82.4 The Parties agree that on Notification by the Department of its approval of a draft service delivery plan for an Employment Region, that plan becomes the Service Delivery Plan for the relevant Employment Region.

82.5 The Department may immediately exercise its rights under clause 54.2 or clause 58 if the Provider fails to comply with clause 82.2 or clause 82.3(b).

82.6 The Provider must not make changes to a Service Delivery Plan without the prior written agreement of the Department.

82.7 The Provider must:

(a) conduct the Services at or above the minimum standards in the Service Guarantee and in accordance with all representations made by the Provider with regard to the Services, including as specified in each Service Delivery Plan and the Provider's response to any request for tender for this Deed; and

(b) prominently display the Service Guarantee and each Service Delivery Plan in its offices and all Sites from which the Services are provided, and make these available to potential Participants, and Participants and Employers serviced by the Provider.

83. Performance and Quality Framework – General

83.1 The Department and the Provider acknowledge and agree that:

(a) the Provider Performance and Quality Framework is intended to:

(i) ensure that Participants are receiving quality Services that meet their needs;

(ii) encourage innovation and drive performance improvement; and

(iii) ensure that Providers are fulfilling the Objectives and their obligations under this Deed, and meeting the standards required as set out in each Service Delivery Plan and Service Guarantee; and

(b) the Provider Performance and Quality Framework will be used by the Department to assess how well each Provider is performing and to inform performance management.

KPIs

83.2 To ensure their performance is considered holistically, the Department will assess Providers' performance against Key Performance Indicators, in accordance with the Provider Performance and Quality Framework and any applicable Guidelines, in the following five modules:

(a) Education and Employment – achievement of Education Outcomes and Employment Outcomes;

(b) Progress to Employment – successfully assisting Participants to develop skills which increase their likelihood to achieve sustained Employment;

(c) Quality of Service – assessment of quality of Services provided to Participants and Employers;

(d) Efficiency of Service – active and timely servicing of Participants and engagement of Group Two Participants; and

(e) Deed Compliance and Contract Management – Provider compliance with the Service Guarantee, each Service Delivery Plan and this Deed.

Other factors in performance assessment

83.3 When assessing the Provider's performance, the Department may also take into account other factors as specified in any Guidelines.

84. Performance assessments

84.1 During each Performance Period, the Department will assess the Provider's performance against the requirements of this Deed, including the KPIs, the Provider's compliance results, the Joint Charter, each Service Delivery Plan, any representations in the Provider's response to any request for tender for this Deed and the Service Guarantee.

84.2 For the purposes of clause 84.1, the Department may rely on information and data collected from any source, including feedback from Participants, Employers, Host Organisations, other employment services providers and intelligence from the Department's Employment Services Tip off Line.

84.3 After the end of each Performance Period, and at such other times as the Department determines, the Department may:

(a) review the Provider's performance in any Employment Region and Locations, and at any Site, where the Provider delivers Services; and

(b) then provide feedback to the Provider on the Department's assessment of its performance, including if the Department considers that the Provider's performance is such that:

(i) the Provider is required to enter into a Performance Improvement Plan to address specific areas of underperformance; or

(ii) it is likely to be in scope for an adjustment of its Locations and any associated Places.

85. Provider performance and compliance results

85.1 Following assessment of the Provider's performance in accordance with clause 84, the Department may:

(a) determine the Provider's overall performance and compliance results; and

(b) compare the Provider's performance against that of other Workforce Australia - Transition to Work (TtW) Providers.

85.2 The Provider agrees that the Department may publish information that the Department holds concerning the Provider's performance of the Services, including the Provider's overall performance and compliance results.

86. Action about performance

86.1 If, at the completion of a performance assessment or at any other time, the Department considers that the performance of the Provider at the Employment Region or Site level is less than satisfactory, including:

(a) against the KPIs; and/or

(b) taking into account the outcomes of any Program Assurance Activities,

the Department may, at its absolute discretion:

(c) recover some or all of the amount of any Upfront Payment as a debt in accordance with clause 23;

(d) by Notice, require the Provider to enter into a Performance Improvement Plan;

(e) for any Employment Region, by Notice:

(i) reduce the number of Locations and/or any associated Places for the relevant Employment Region, including to zero; and/or

(ii) transfer relevant Participants on the Provider's Caseload to another Workforce Australia - Transition to Work (TtW) Provider; and/or

(f) for any Site:

(i) Notify the Provider that the Provider must discontinue providing the Services at the Site;

(ii) cease all Referrals for the Site from the date of the Notice; and/or

(iii) transfer Participants from that Site, including to another Workforce Australia - Transition to Work (TtW) Provider, and

if the Department takes the action specified in clause 86.1(f)(i), the Provider must immediately discontinue providing the Services at the Site in accordance with the relevant Notice.

86.2 References in this clause 86 to decreasing Locations and any associated Places in an Employment Region, include decreasing the Provider's Locations and associated Places in the Employment Region to zero.

86.3 If, in accordance with this clause 86, the Department decreases the Provider's Locations and any associated Places in any Employment Region to zero:

(a) the Department may Notify the Provider that it must discontinue providing the Services in the Employment Region from the date specified in the Notice; and

(b) the Provider must discontinue providing the Services in the Employment Region in accordance with the Notice.

86.4 Where Participants are transferred in accordance with this clause 86, the Provider must provide assistance and cooperation in accordance with clause 17.1.

86.5 If, at any time, the Department considers it warranted by the performance of the Provider at the Employment Region level, the Department may, with the agreement of the Provider, increase the Provider's Locations and/or associated Places, for a period of time specified by the Department.

86.6 If the Department takes any action under this clause 86:

(a) where relevant, this Deed is deemed to be varied accordingly; and

(b) the Provider must perform all its obligations under this Deed as varied.

Section B1.5 – Delegate obligations

87. Delegate obligations

87.1 The Provider must ensure that the Provider's Personnel and Subcontractors:

(a) are aware of, fully understand, and receive training on, the powers and functions that have been delegated to them under the Social Security Law;

(b) comply with the Social Security Law; and

(c) comply with the Social Security Guide.

CHAPTER B2 – SERVICING PARTICIPANTS

Section B2.1 – Provider's Caseload and allocated Places

88. Services Caseload – General

88.1 The Department and the Provider acknowledge and agree that Participants may be connected with the Provider:

(a) through Referral:

(i) when the Participant is transitioned to the Provider by the Department from a Former Transition to Work Provider, jobactive Provider or a NEST Provider at the start of this Deed;

(ii) following an online assessment, or an assessment by Services Australia, that has determined the Participant is eligible for the Services;

(iii) when the Participant moves to the Provider from an Other Service or Workforce Australia Online, including where an eligible Workforce Australia Services Online Participant requests to be moved to the Services; or

(iv) when the Participant is transferred to the Provider from another Workforce Australia - Transition to Work (TtW) Provider; or

(b) if eligible, by Directly Registering with the Provider.

Places

88.2 The Provider acknowledges that due to the demand driven nature of Transition to Work, the Provider will have a higher or lower number of Commenced Participants to allocated Places in each Employment Region at any given point in time.

Note: The Department will regularly review the number of Places allocated to the Provider for each Employment Region and vary that number as required to reflect changes in labour market demands.

88.3 The Provider agrees that it:

(a) must use its allocated Places to provide Services to Participants; and

(b) may use its allocated Places as required to accommodate variation in the flow of Participants over time, provided that it uses above 90 per cent of the Places in servicing Participants in accordance with any Guidelines.

89. Transitioned Participants

89.1 The Provider must, in accordance with any Guidelines and directions from the Department:

(a) provide Services to each Transitioned Participant in accordance with this Deed; and

(b) commence providing Services to each Transitioned Participant within the timeframe Notified or otherwise advised by the Department, following their Transition Date.

90. Referrals and Direct Registrations

90.1 The Provider must:

(a) only accept a Referral of a Group One Participant made through the Department's IT Systems or directly by Services Australia;

(b) actively recruit in its Locations and Directly Register Group Two Participants, in accordance with any Guidelines and within its allocated number of Places; and

(c) where an individual presents to the Provider without a Referral, confirm the individual's eligibility for Direct Registration in accordance with any Guidelines, and if eligibility is confirmed, Directly Register the individual as a Group Two Participant and immediately provide Services to that Participant in accordance with this Deed, including any Guidelines.

90.2 Subject to any Guidelines, and unless otherwise Notified by the Department, the Provider must:

(a) ensure that the Electronic Calendar has, at all times, capacity to receive an Appointment within the next two Business Days; and

(b) within the timeframe and to the percentage as specified in any Guidelines, Commence Referred Participants (including transferred Participants and Participants Referred from Workforce Australia Online or an Other Service) and Directly Registered Participants after their Referral or Direct Registration.

90.3 Where a Participant is Referred to the Provider from an Other Service, the Provider must, in accordance with any Guidelines, cooperate with the relevant Other Service Provider to facilitate the Participant's move into the Services.

Additional obligations in relation to Group Two Participants

90.4 Where a Participant presents to the Provider without a Referral, the Provider must, in accordance with any Guidelines:

(a) immediately Directly Register them as a Group Two Participant (in accordance with clause 90.1(c));

(b) if they present in crisis, immediately provide, or refer them to relevant crisis assistance; and

(c) within four weeks of the Direct Registration refer them to Services Australia to determine their eligibility for Income Support Payments, regardless of whether the Provider expects them to be eligible for Income Support.

91. Transfers

Transfers to and from the Provider

91.1 The Provider agrees that a Participant may be transferred to another Workforce Australia - Transition to Work (TtW) Provider:

(a) after a change of address if the Participant's new address is not within a reasonable distance of a Site of the Provider;

(b) where the Department is satisfied that:

(i) a change in Workforce Australia - Transition to Work (TtW) Provider would benefit the Participant's employment prospects; or

(ii) the relationship between the Participant and the Provider has broken down;

(c) if, in accordance with any Guidelines, the Provider, the proposed new Workforce Australia - Transition to Work (TtW) Provider and the Participant all agree to the transfer; or

(d) by the Department, for any other reason at its absolute discretion; or

(e) as otherwise specified in any Guidelines.

91.2 The Provider must, in accordance with any Guidelines, facilitate a referral of a Participant to Workforce Australia Online or an Other Service where the Participant requests a referral to Workforce Australia Online or an Other Service and is eligible for the referral.

91.3 Where a Participant is transferred to or from the Provider, the Provider must, in accordance with any Guidelines:

(a) provide sufficient assistance and cooperation to any entity nominated by the Department to enable services to continue to be provided to the Participant;

(b) where a Participant is transferred to the Provider:

(i) immediately provide Services to the Participant in accordance with this Deed; and

(ii) schedule an Initial Interview with the Participant in accordance with clause 94 within two Business Days of the transfer;

(c) comply with any directions by the Department regarding the transfer or destruction of Records in the Provider's possession or control, including Records stored in External IT Systems; and

(d) otherwise maintain all Records relating to the Participant in accordance with clause 36.

91.4 Where a Participant is the subject of a Youth Bonus Wage Subsidy Agreement or a Host Organisation Agreement on the date of their transfer to or from the Provider, the Provider must take the relevant actions specified in any Guidelines.

Transfers between the Provider's Sites

91.5 If a Participant changes their address with the result that they start receiving Services from the Provider at a different Site, the Provider must continue to provide Services to the Participant at no additional cost to the Department, and the transfer of any Fees will be an internal matter for the Provider.

Section B2.2 – Engagement with Participants

92. Engagement – General

92.1 The Department and the Provider acknowledge and agree that the objective of all Engagements is to support, motivate and encourage Participants to improve their Work

Readiness, including through further Education and skills readiness, to assist them to obtain and sustain Employment.

92.2 The Provider must record and report, in the Department's IT Systems, all Engagements undertaken as a direct result of the Participant's involvement in the Services in accordance with any Guidelines.

92.3 For the purposes of this Deed and the requirements of the Department's IT Systems, Engagements for Participants to be recorded by the Provider include:

(a) the Initial Interview conducted by the Provider;

(b) Contacts with the Provider;

(c) Activities;

(d) non-vocational interventions;

(e) Education and training;

(f) service to community, such as participation in Defence Force Reserves, State emergency services and volunteer firefighting organisations, where known in advance; and/or

(g) other activities, such as group based activities arranged by the Provider,

in which the Participant participates.

93. Appointments and Contacts with Participants

93.1 Where a Participant has an Appointment with the Provider, the Provider must, in accordance with this Deed including any Guidelines:

(a) provide the Participant with a Contact on the date and at the time of the Appointment as recorded in the Electronic Calendar; and

(b) record the Participant's attendance at the Appointment in the Electronic Calendar by close of business on the day that the Appointment is scheduled to occur.

93.2 Where the Provider or a Participant needs to reschedule an Appointment, the Provider must make an Appointment with the Participant at the next available opportunity.

93.3 Subject to any Guidelines and any direction by the Department, the Provider may conduct a Contact (other than an Initial Interview) by a mode other than in-person face-to-face, as agreed by the Participant and the Provider.

93.4 In delivering each Contact, including each Initial Interview, the Provider must ensure that the Contact:

(a) is conducted in a professional manner;

(b) is tailored to the individual Participant's circumstances; and

(c) supports Participant choice.

93.5 At each Contact, the Provider must confirm the Participant's identity and ensure that the Participant's current postal address, mobile phone number and email address are recorded accurately in the Department's IT Systems.

93.6 Where the Provider books an Initial Interview for a Participant receiving an Activity Tested Income Support Payment (other than a Participant receiving a Parenting Payment), the Provider must at the time of booking the Initial Interview, in accordance with clauses 95.2 to 95.4 of this Deed and any Guidelines, ensure that the Participant fully understands that:

(a) if the Participant fails to attend the Initial Interview in accordance with any Guidelines for non-attendance:

(i) depending on the circumstances, including as specified in clause 95.3 and any Guidelines, Services Australia will perform a Temporary Income Suspension for the Participant's payment, until the Participant attends an Initial Interview;

(ii) if the Participant continues to fail to attend an Initial Interview:

(A) Services Australia will cancel the Participant's Activity Tested Income Support Payment;

(B) the Participant will be Exited from Transition to Work in accordance with clause 107; and

(C) Services Australia may require the Participant to reapply to access employment services and have their eligibility for income support reassessed; and

(b) if the Participant successfully attends an Initial Interview and Commences in the Services after the Temporary Income Suspension:

(i) any Temporary Income Suspension will be lifted by Services Australia; and

(ii) payment will be backdated to the date of the Temporary Income Suspension, in accordance with any Guidelines.

Note: For the avoidance of doubt, the requirements in clause 93.6 do not apply in relation to a Participant subject to RapidConnect, as the payment of the Activity Tested Income Support Payment for those Participants is contingent upon engagement with the relevant employment services provider. Further information is provided in the definition for RapidConnect at ATTACHMENT 1 – DEFINITIONS.

94. Initial Phase

94.1 The Department and the Provider acknowledge and agree:

(a) that the objectives of the Initial Phase, including the Initial Interview, are for the Provider to ascertain a Participant's skills and strengths, and any barriers or issues that may impact on a Participant's ability to effectively transition to sustainable Employment or undertake further Education, and to inform servicing that is individualised and tailored; and

(b) the importance of the Provider building positive relationships with Participants as part of the Initial Phase, including the Initial Interview and each subsequent Contact.

94.2 The Provider must, in accordance with this Deed including any Guidelines:

(a) during the Initial Phase for each Participant (except a Parent Pathways Participant):

(i) conduct an Initial Interview in accordance with clause 95.1;

(ii) assist them to identify and choose relevant Activities to participate in and record these Activities on the Department's IT Systems;

(iii) conduct the JSCI, where it has not already been completed by Services Australia or the Participant; and

(iv) otherwise comply with any Guidelines, and

(b) during an Initial Phase for a Parent Pathways Participant:

(i) conduct an Initial Interview in accordance with clause 95.1;

(ii) agree with the Parent Pathways Participant and their Parent Pathways Provider on the Activities that the Parent Pathways Participant will undertake while they are receiving Services; and

(iii) otherwise comply with any Guidelines.

95. Initial Interviews

95.1 In conducting the Initial Interview, the Provider must, in accordance with any Guidelines:

(a) for all Participants:

(i) hold the Initial Interview in person, face-to-face, unless specified otherwise in any Guidelines or any direction by the Department;

(ii) explain the Services that the Provider will provide to them;

(iii) explain the consequences of not participating appropriately in the Services;

(iv) based on the Provider's initial assessment of the Participant's skills, strengths and circumstances, prepare or update a Job Plan for them in accordance with Section B2.3 – Job Plans; and

(v) provide them with:

(A) details of the current National Minimum Wage including the special national minimum for Junior Employees; and

(B) the Fair Work Ombudsman website and contact details; and

(b) in addition to complying with the requirements in clause 95.1(a):

(i) for each Participant (Mutual Obligation) explain:

(A) their rights and obligations under Social Security Law;

(B) that participation in Transition to Work fully meets their Mutual Obligation Requirements; and

(C) the consequences for not meeting their Mutual Obligation Requirements; and

(ii) for each Disability Support Pension Recipient (Compulsory Participation Requirements) explain:

(A) their rights and obligations under Social Security Law; and

(B) the consequences of not participating in accordance with their Job Plan; and

(c) otherwise comply with any Guidelines.

95.2 Where a Participant receiving an Activity Tested Income Support Payment fails to attend the Initial Interview for non-attendance, the Provider must, in accordance with any Guidelines, make all reasonable attempts to Contact the Participant to reschedule the Initial Interview to the next available opportunity.

95.3 Subject to clause 95.2, where:

(a) the Participant has failed to attend three consecutively rescheduled Appointments for an Initial Interview in accordance with any Guidelines for non-attendance; or

(b) the Provider cannot Contact the Participant, despite making all reasonable attempts within any timeframe specified in any Guidelines, to determine the reasons for failing to attend the Initial Interview,

the Provider must record the outcome in the Department's IT Systems indicating:

(c) repeated non-attendance by the Participant where clause 95.3(a) applies; or

(d) that the Participant is not contactable where clause 95.3(b) applies.

95.4 Where a Participant successfully attends an Initial Interview after a Temporary Income Suspension has been performed by Services Australia, the Provider must record the attendance in the Department's IT Systems.

Section B2.3 – Job Plans

96. Job Plans – General

96.1 The Department and the Provider acknowledge and agree:

(a) that each Job Plan outlines what the Participant has agreed to do in the Services, including their Mutual Obligation Requirements (if applicable);

(b) that the contents of each Job Plan must be tailored to the circumstances of the individual Participant to support them in achieving their Employment or Education goals; and

(c) the importance of the Provider updating the Job Plan to reflect a Participant's current circumstances and servicing needs.

96.2 The Provider must ensure that, at all times, each Participant has a current and up to date Job Plan and that the Job Plan is regularly updated to reflect the Participant's current circumstances and servicing needs.

96.3 The Provider must:

(a) provide each Participant with the assistance;

(b) arrange and support participation in any Activities; and

(c) monitor the Participant's participation in any Activities,

specified in the Participant's Job Plan.

96.4 The Provider must comply with its obligations under clause 87 in relation to the Social Security Law and the Social Security Guide and ensure that the relevant Delegate complies with the rules set out in any Guidelines when entering into or updating a Job Plan.

97. Entering into a Job Plan

97.1 If, at their Initial Interview with the Provider:

(a) a Participant does not have a Job Plan;

(b) in any case, they have transferred to the Provider from another Workforce Australia - Transition to Work (TtW) Provider; or

(c) they have been Referred from Workforce Australia Online or an Other Service to the Services,

the Provider must ensure that a Delegate:

(d) creates a new Job Plan with the Participant and explains it to them;

(e) provides time for the Participant to consider the Job Plan before agreeing to it; and

(f) enters into and approves a new Job Plan with the Participant,

in accordance with any Guidelines.

97.2 The Provider must, in accordance with any Guidelines, ensure that each Participant is:

(a) aware of the details of each Engagement recorded in the Participant's Job Plan;

(b) notified by the Provider in the manner required by any Guidelines, with regard to the Engagement; and

(c) aware of, and understands the consequences of, failing to attend, and/or participate in, the Engagement in accordance with any Guidelines.

98. Contents of a Job Plan

98.1 The Provider must ensure that each Participant's Job Plan:

(a) contains all the details, terms and information;

(b) is updated within any timeframe; and

(c) is in a form approved by the Department,

specified in any Guidelines.

Section B2.4 – Job Seeker Assessment Framework

99. Ongoing Assessment – General

99.1 The Provider may assess the needs of a Participant using the Job Seeker Assessment Framework (including the Job Seeker Snapshot) and its own resources to tailor the support offered to the Participant as part of the Services.

100. Job Seeker Snapshot

100.1 Subject to clause 100.2, the Provider may, at any time, record changes in the Participant's personal circumstances or include new information in a Participant's record in the Department's IT Systems by:

(a) conducting a Change of Circumstances Reassessment using the Job Seeker Snapshot; or

(b) requesting the Participant to conduct a Change of Circumstances Reassessment using the Job Seeker Snapshot.

100.2 The Provider must, in accordance with any Guidelines:

(a) have Documentary Evidence confirming a change in the Participant's recorded personal circumstances before it takes action under clause 100.1; and

(b) record the relevant Documentary Evidence in the Department's IT Systems.

Section B2.5 – Additional Servicing Assessment

101. Additional Servicing Assessment – General

101.1 The Department and the Provider acknowledge and agree that, in accordance with this Deed and as specified in any Guidelines:

(a) the Period of Service for all Participants is up to 18 months; and

(b) a smaller proportion of Group One Participants experiencing more complex Non-vocational Barriers that may adversely affect their ability to gain or retain sustainable Employment, may benefit from additional servicing and have their Period of Service extended up to a total of 24 months, subject to the completion of an Additional Servicing Assessment (ASA) under clause 102.

102. Additional Servicing Assessment – Process

102.1 Subject to any Guidelines, if the Provider considers that a Group One Participant experiencing more complex Non-vocational Barriers may benefit from additional servicing and have their Period of Service extended up to a total of 24 months, the Provider must:

(a) only after 16 months from when the Group One Participant Commences and before the completion of the Period of Service specified at clause 101.1(a), conduct and complete an ASA in the Department's IT Systems;

(b) ensure that one of the following ASA outcomes is recorded in the Department's IT Systems:

(i) the Group One Participant is assessed as eligible to have their Period of Service extended up to a total of 24 months;

(ii) the Group One Participant is assessed as not eligible to have their Period of Service extended up to a total of 24 months; or

(iii) the Group One Participant is assessed as not being impacted by more complex Non-vocational Barriers but would benefit from having their Period of Service extended up to a total of 24 months;

(c) have and retain Documentary Evidence confirming the conduct and outcome of a Group One Participant's ASA; and

(d) continue to provide Services to the Group One Participant in accordance with this Deed.

102.2 For any Group One Participant whose Period of Service is not extended under clause 102.1(b)(ii), the Provider must, at the completion of that Participant's Period of Service:

(a) Exit the Group One Participant in accordance with clause 107; or

(b) refer the Group One Participant to Workforce Australia Services or an Other Service,

as specified in any Guidelines.

Section B2.6 – Self-help Facilities for Participants

103. Self-help Facilities

103.1 The Provider must, in accordance with any Guidelines:

(a) make available at each Site, Self-help Facilities that any Participant can access for free for the purpose of:

(i) undertaking job searches, and tools and information about the best ways to look for and find Employment;

(ii) accessing local, regional and national labour market information, in particular the Labour Market Insights Website and Jobs and Skills Australia Website;

(iii) accessing career information, in particular through the National Career Institute website; and

(iv) accessing information on training pathways, in particular through the My Skills Website;

(b) as necessary, provide support to utilise Self-help Facilities; and

(c) establish and implement controls to ensure that Self-help Facilities are used appropriately, including in accordance with the Cybersafety Policy.

Section B2.7 – Suspensions and Exits

104. Suspensions and Exits – General

104.1 The Department and the Provider acknowledge and agree that:

(a) at any time, a Participant may be subject to a Suspension, or Exited from the Services;

(b) the Department's IT Systems will identify if a Participant has been Suspended or Exited;

(c) a Parent Pathways Participant may be Suspended or Exited by the:

(i) Parent Pathways Participant's Parent Pathways Provider; or

(ii) in accordance with any Guidelines, the Provider itself where the Parent Pathways Participant's Parent Pathways Provider agrees to their Suspension;

(d) all other Participants may be Suspended or Exited by Services Australia, the Department, or in accordance with any Guidelines, the Provider itself; and

(e) the Participant's Period of Registration, Period of Service and Period of Unemployment will be shown on the Department's IT Systems.

104.2 If the Provider identifies, or is notified by Services Australia, that a Participant who is Suspended due to fully meeting their Mutual Obligation Requirements, ceases to fully meet their Mutual Obligation Requirements, the Provider must take action in accordance with any Guidelines.

104.3 The Provider must, in accordance with any Guidelines, record in the Department's IT Systems any changes in the Participant's circumstances that may result in a Participant being Suspended, no longer being Suspended or being Exited.

105. Management during a Suspension

105.1 The Department and the Provider acknowledge and agree that:

(a) where a Participant is Suspended, the Participant's Period of Unemployment continues but the Participant's current Period of Registration and Transition to Work Period of Service are halted and recommence when the Suspension ends in accordance with any Guidelines;

(b) a Parent Pathways Participant will remain Suspended until, as relevant:

(i) the Parent Pathways Participant's Parent Pathways Provider notifies the Provider that the Suspension has ended; or

(ii) in accordance with any Guidelines, the Provider itself determines that the Parent Pathways Participant is able to participate in Services, and the Parent Pathways Participant's Parent Pathways Provider agrees to the Suspension ending; and

(c) all other Participants will remain Suspended until, as relevant:

(i) Services Australia or the Department notifies the Provider that the Suspension has ended; or

(ii) in accordance with any Guidelines, the Provider determines that the Participant is able to participate in Services.

105.2 The Department and the Provider acknowledge and agree that, subject to clause 105.4 and in accordance with any Guidelines, a Participant who is Suspended can voluntarily participate in the Services as a Participant (Voluntary).

105.3 Where a Participant is Suspended and does not volunteer to participate in Services, the Provider may cease providing Services to the Participant until the cessation of the Suspension in accordance with any Guidelines.

105.4 If a Participant who is Suspended has decided to voluntarily participate in the Services while Suspended, the Provider must, taking into account the reason for the Suspension and in accordance with any Guidelines:

(a) discuss and agree with the Participant on what Engagements they will participate in;

(b) record on the Department's IT Systems that the Participant is participating as a Participant (Voluntary); and

(c) provide Services for the period of the agreed Engagements.

105.5 If the Provider or Services Australia identifies, or the Provider is notified by Services Australia, that a Participant (Voluntary) has experienced a situation that means they are unable to continue participating in the Services, the Provider must immediately record on the Department's IT Systems that the Participant is no longer a Participant (Voluntary).

106. Delivery of Services following cessation of a Suspension

106.1 Subject to clause 107, after a Suspension, the Provider must immediately resume providing Services to the Participant, review the Participant's Job Plan and update it as required, and review the Participant's servicing needs, in accordance with Section B1.2 – General requirements – Services to Participants, Section B2.3 – Job Plans and any Guidelines.

107. Effect of Exits

107.1 The Provider agrees that a Participant is Exited from the Services when:

(a) an Effective Exit occurs;

(b) a Departmental Exit occurs;

(c) a Provider Exit occurs; or

(d) any other event, as Notified by the Department or specified in any Guidelines, occurs.

107.2 Where an Exit occurs for a Parent Pathways Participant, the Provider must notify the Participant's Parent Pathways Provider as soon as practicable.

107.3 Where a Participant is Exited, the Provider may cease providing Services to the Participant.

107.4 Where an Exited Participant returns to the Services less than 13 Consecutive Weeks after the date of the Exit:

(a) the Participant's:

(i) Period of Registration;

(ii) Period of Service; and

(iii) Period of Unemployment,

continue from the date of the Participant's return, and

(b) the Provider must immediately resume providing Services to the Participant, unless the Participant was Exited:

(i) because the Participant advised the Provider that they no longer wish to participate in the Services;

(ii) because the Participant ceased to participate appropriately in the Services or to meet their Participation Requirement;

(iii) because the Participant completed their Period of Service; or

(iv) where clause 93.6(a)(ii) applies.

107.5 Subject to this Deed including any Guidelines, where a Participant is Exited and the Participant subsequently advises the Provider of their wish to return to the Services at 13 Consecutive Weeks or more after the date of the Exit, the Provider must:

(a) for Group One Participants, direct the Participant to Services Australia for reassessment by Services Australia or through the Department's IT Systems; and

(b) for Group Two Participants, reassess the Participant's eligibility to participate in the Services in accordance with any Guidelines.

107.6 If a Participant is:

(a) a Group One Participant and is directed to Services Australia in accordance with clause 107.5(a) and is subsequently Referred to the Provider by Services Australia; or

(b) a Group Two Participant, and is assessed in accordance with clause 107.5(b) as eligible to participate in the Services,

the Provider must Commence the Participant in the Services and the Participant begins a new Period of Registration, Period of Service and Period of Unemployment.

Section B2.8 – Post-placement Support

108. Post-placement Support

108.1 Where a Participant is progressing towards an Outcome, the Provider is expected to provide Post-placement Support to the Participant, regardless of whether the Participant has been Exited, until:

(a) the Participant has satisfied the requirements to achieve the relevant Outcome and any related Sustainability Outcome; or

(b) the Provider determines that the Participant is unlikely to achieve the relevant Outcome and any related Sustainability Outcome,

unless the Participant has requested to not receive any Post-placement Support, in which case the Provider must retain a record of the relevant request.

CHAPTER B3 – ACTIVITIES

Section B3.1 – Activities for Participants

109. Activities – General

109.1 The Department and the Provider acknowledge and agree that:

(a) the Provider is responsible for:

(i) supporting Participants to participate in Activities that the Provider and Participant agree will address the Participant's Vocational Barriers and Non-vocational Barriers, and improve their Work Readiness and progress towards Employment or Education;

(ii) supporting Participants who may be required to undertake Activities to meet any Mutual Obligation Requirements;

(iii) supporting Participants to participate in Activities which take into account their individual circumstances and work capacity, including by arranging individually tailored Activities; and

(iv) ensuring that Participants are provided with choice in the Activities they participate in;

(b) the Department has outlined specific requirements for Activities, which must be met by the Provider;

(c) the Provider may also arrange a broad range of other activities in accordance with any Guidelines;

(d) the Provider may also refer Participants to Activities arranged by the Department; and

(e) the Provider has the flexibility to place Participants in Activities:

(i) of any duration; and

(ii) at any time within their Period of Service,

provided it has taken into consideration the relevant Participant's individual needs.

109.2 The Provider must arrange Activities:

(a) in accordance with Section B3.1 – Activities for Participants, Section B3.2 - Work health and safety and any Guidelines, including any limitations regarding Activities being arranged with its Own Organisation, Related Entities and Subcontractors; and

(b) under a Host Organisation Agreement if specified in this Deed.

109.3 The Provider must:

(a) promote to Participants the benefits of all types of Activities described in any Guidelines;

(b) respond to any enquiries from Participants in relation to Activities; and

(c) support Participants to fully engage in any Activities they choose or are referred to.

109.4 The Provider is expected to develop and maintain effective relationships with Complementary Program providers and Other Service Providers in its Employment Region(s) so as to ensure the successful delivery of programs and Activities.

109.5 The Department may, at any time and at its absolute discretion, give a direction to the Provider in relation to an Activity, proposed Activity or type of Activity, including a direction that:

(a) the Provider must, or must not, refer Participants to an Activity or type of Activity;

(b) an Activity must be ceased or varied;

(c) an Activity must be managed directly by the Provider, rather than by a Subcontractor or Host Organisation that is not a Subcontractor;

(d) the Provider must arrange an Activity or type of Activity for Participants; or

(e) the Provider must not arrange or undertake an Activity or type of Activity for Participants,

and, if the Department gives such a direction, the Provider must:

(f) immediately comply with the direction; and

(g) otherwise continue to perform the Services in accordance with this Deed.

109.6 For each Participant that the Provider refers to or places in an Activity, the Provider must comply with any Guidelines with respect to the Participant's participation in, and completion of, the Activity.

109.7 Unless otherwise agreed with the Department in writing, the Provider must not arrange an Activity if it:

(a) results in a benefit or gain to the Provider, or would fund any operations or infrastructure of the Provider;

(b) involves work which would have been undertaken by a paid worker if the activity had not taken place; or

(c) is otherwise prohibited under any Guidelines or by any advice or Notice provided by the Department.

109.8 If the Provider suspects or becomes aware that a Host Organisation has breached a Host Organisation Agreement, the Provider must immediately Notify the Department and provide information about the relevant breach as requested by the Department in accordance with any Guidelines.

109.9 If the Provider becomes aware that a Host Organisation has used an Activity to displace paid workers or to reduce the amount of paid work available to its workers, the Provider must:

(a) immediately advise the Department of the same; and

(b) renegotiate, terminate or not renew any Host Organisation Agreement as directed by the Department and in accordance with any Guidelines.

109.10 The Provider must:

(a) ensure that each Participant, Host Organisation, and any Supervisor engaged by the Provider or Host Organisation, is aware that the Host Organisation, the Provider or the Department may terminate an Activity at any time;

(b) reserve a right of termination in any relevant agreement to take account of these rights of termination and, where appropriate, make use of that right in the event of a termination of an Activity; and

(c) ensure that each Participant is aware of the process to lodge a complaint or voice safety concerns about an Activity.

109.11 The Provider must, in accordance with any Guidelines, record details of each Activity in the Department's IT Systems, including:

(a) details of the Participants referred to or placed in the Activity;

(b) the required hours of participation for each Participant; and

(c) the number of hours completed by each Participant.

109.12 The Provider must, in accordance with any Guidelines, upload to the Department's IT Systems a copy of each Host Organisation Agreement and any required Documentary Evidence.

109.13 The Provider must ensure, to the extent allowed by law and unless otherwise expressly agreed by the Parties, that there is no intention or understanding on the part of a Host Organisation or Participant that any Activity will in and of itself create legal relations between the Participant and:

(a) the Commonwealth;

(b) the Provider; or

(c) the Host Organisation.

Note: The Department has purchased personal accident insurance, and public and products liability insurance that covers Participants who are undertaking particular approved activities, in employment assistance programs. The Provider should refer to the Insurance Readers Guide and insurance policies on the Provider Portal for further details.

Section B3.2 - Work health and safety

110. Work health and safety – General

110.1 The Provider must, in accordance with any Guidelines, ensure that there is a safe system of work in place for each Specified Activity, both prior to the commencement of and throughout the Specified Activity, including, where a Host Organisation is engaged by the Provider, that the relevant Host Organisation is complying with all work health and safety requirements in the jurisdiction in which the Specified Activity occurs.

111. Risk Assessments

111.1 To meet its obligations under clauses 111.2 to 111.5, the Provider must use a Competent Person.

111.2 The Provider must, in accordance with any Guidelines:

(a) except for the Specified Activities to which clause 111.3 applies, undertake an Activity Risk Assessment of every Specified Activity it has arranged, before the start of the Specified Activity;

(b) except for the Specified Activities to which clause 111.3A applies, undertake a Participant Risk Assessment for each Participant, with regard to their potential participation in any Specified Activity, before their commencement in the Specified Activity; and

(c) retain Records of each Risk Assessment referred to in clause 111.2(a) and clause 111.2(b) and any action taken in accordance with the Risk Assessment, and provide the relevant Records to the Department upon request.

111.3 The Provider must confirm that an Activity Risk Assessment has been undertaken for any Specified Activity conducted by any:

(a) Local Jobs Program Activity Host; or

(b) Workforce Australia - Workforce Specialist,

in which a Participant on the Provider's Caseload has been placed.

111.3A The Provider must confirm that a Participant Risk Assessment has been undertaken for any Specified Activity conducted by any:

(a) Workforce Australia - Workforce Specialist;

(b) any other employment services provider specified in any Guidelines,

in which a Participant on the Provider's Caseload has been placed.

111.4 If the Provider has arranged a Specified Activity, it must, in accordance with any Guidelines:

(a) ensure that each Host Organisation is obliged to immediately advise the Provider of any proposed or actual changes to the tasks being undertaken by a Participant or the circumstances in which those tasks are being undertaken;

(b) when negotiating the relevant Host Organisation Agreement, confirm with the Host Organisation:

(i) whether any required actions, identified in the relevant Risk Assessment, have not been undertaken; and

(ii) whether there have been any changes in relation to the relevant Activity, including work, health and safety issues, since the date of the relevant Risk Assessment;

(c) ensure that all required action is taken:

(i) as identified in the relevant Risk Assessment; and

(ii) if there have been any changes in relation to the relevant Activity, to immediately review and update, as necessary, the relevant Risk Assessment and to address any such changes; and

(d) undertake ongoing work health and safety monitoring of the Activity.

111.5 Before any Participant starts in a Specified Activity and throughout the Activity, the Provider must, in accordance with any Guidelines:

(a) ensure, with reference to the relevant Risk Assessments, that the placement or Activity is appropriate for the Participant with regard to their health and safety, taking into consideration any relevant circumstances and work restrictions;

(b) identify any training, including work health and safety training, required to ensure that the Participant can participate in the Activities safely, and ensure that training of sufficient length and quality is provided to the Participant by the Host Organisation;

(c) ensure that appropriate facilities (such as toilets and access to drinking water) will be available to the Participant;

(d) ensure that the Participant will be provided with any specific equipment, clothing or materials required to participate safely in the Activity;

(e) ensure that the Participant has been advised of the process for reporting any work health and safety issues regarding the Activities; and

(f) ensure that the Provider, and the Host Organisation, have sufficient and current insurances which insure any risk identified in the relevant Risk Assessments and any risk otherwise arising in relation to the relevant Specified Activity, and purchase or fund additional insurance for the Specified Activity, if required.

112. Incidents

112.1 The Provider must Notify the Department as soon as possible, and on the same day, of any incident involving an Activity, including:

(a) any accident, injury or death occurring during, or as a result of, the Activity, including in relation to a Participant or a member of the public;

(b) any incident which relates to a work, health and safety issue; and

(c) any incident that may negatively impact upon the Department or bring the Provider or the Services into disrepute.

112.2 Where an incident falls within clause 112.1(a), the Provider must also, as soon as possible, and on the same day, give full details of the accident, injury or death to the Department in the form specified in any Guidelines.

112.3 The Provider must comply with any instructions issued by the Department or the Department's insurance broker, and any Guidelines, in relation to insurance purchased by the Department for Participants.

113. Supervision

Note: Supervisors may be engaged/employed by the Provider or a Subcontractor to supervise Activities or may be engaged/employed by Host Organisations to supervise Activities that they provide. Launch into Work Organisations, Local Jobs Program Activity Hosts, Workforce Australia - Workforce Specialists, and EST Providers are responsible for organising Supervision in relation to Activities they provide and for conducting relevant checks on their Personnel and Supervisors prior to their involvement.

113.1 The Provider must, subject to and in accordance with any Guidelines, ensure that:

(a) it or, where relevant, each Host Organisation, provides adequate and appropriate Supervision so that relevant Participants are undertaking appropriate tasks and operating in a healthy and safe environment;

(b) the Supervision provided is continuous over the entire duration of the Activity where:

(i) any Activity involves:

(A) people who are elderly, disabled or otherwise vulnerable; or

(B) Children (excluding other Participants); or

(ii) the Provider otherwise considers that Supervision should be continuous having regard to the nature of the tasks to be undertaken, the potential Participants in the Activity and any risks identified in the relevant Risk Assessments.

113.2 The Provider must conduct relevant checks on all Participants and all relevant Personnel and Supervisors in accordance with clause 71.

113.3 The Provider must ensure that any:

(a) Provider Personnel, Host Organisation or Subcontractor who has direct involvement in (including where they have close contact with Participants); and

(b) Supervisor for,

any Observational Work Experience Placement or Provider Sourced Voluntary Work:

(c) is a fit and proper person to be involved in the relevant Activity; and

(d) has a high level of skill/knowledge, training and/or experience in:

(i) each part of the Activity they are involved in; and

(ii) working with, training and supervising individuals in such activities.

113.4 The Department may give Notice, on reasonable grounds related to the performance of any Activity, requiring the Provider to remove, or arrange for the removal of any:

(a) Provider Personnel, Host Organisation or Subcontractor who has direct involvement in the Activity (including where they have close contact with Participants); and/or

(b) Supervisor, whether engaged by the Provider, any Subcontractor or any Host Organisation,

from work on the Activity.

113.5 Where the Department gives Notice under clause 113.4, the Provider must, at its own cost, promptly arrange for the removal of the relevant Personnel or Supervisor from work on the Activity and their replacement with one or more Personnel or Supervisors acceptable to the Department.

113.6 The Provider must ensure that each Supervisor, whether engaged by the Provider, a Subcontractor or a Host Organisation, is aware of the requirement to notify the Provider of:

(a) the non-attendance at all relevant Activities; and

(b) any other non-compliance in connection with the Activities,

of a Participant as soon as practicable, in accordance with any Guidelines.

113.7 All Supervisors who:

(a) are contracted by the Provider to provide Supervision for any Observational Work Experience Placement or Provider Sourced Voluntary Work that the Provider provides itself; and

(b) are not employees of the Provider,

are deemed to be approved Subcontractors for the purposes of clause 50.

Section B3.3 – Requirements for Activities

114. Voluntary Work

114.1 The Department and the Provider acknowledge and agree that the objective of Voluntary Work is to develop Participants' skills and experience with not-for-profit organisations or charities.

114.2 The Provider may, in accordance with Section B3.1 – Activities for Participants, Section B3.2 - Work health and safety and any Guidelines, arrange Provider Sourced Voluntary Work with eligible not-for-profit organisations or charities.

114.3 The Provider acknowledges and agrees that Participants will be able to arrange their own volunteering opportunities, and where this occurs the Participant Sourced Voluntary Work is not subject to this clause 114.

115. Reserved

116. Reserved

117. Observational Work Experience Placement

117.1 The Department and the Provider acknowledge and agree that the objective of Observational Work Experience Placements is to enable eligible Participants to undertake short-term, unpaid, observational work experience placements to build soft skills and gain a better understanding of the workplace or potential career opportunities.

117.2 The Provider may, in accordance with Section B3.1 – Activities for Participants, Section B3.2 - Work health and safety and any Guidelines, arrange Observational Work Experience Placements for eligible Participants.

117.3 The Provider must not place a Participant into an Observational Work Experience Placement if the Participant is aged less than 15 years.

117.4 When arranging an Observational Work Experience Placement, the Provider must, in accordance with any Guidelines:

(a) ensure that the Host Organisation is eligible to host an Observational Work Experience Placement; and

(b) negotiate and execute a Host Organisation Agreement with the relevant Host Organisation and Participant.

118. Local Jobs Program

118.1 The Department and the Provider acknowledge and agree that:

(a) the objective of the Local Jobs Program is to support employment growth in each Employment Region, with a focus on tailored approaches to reskilling, upskilling and employment pathways for eligible Participants that meet Employer needs;

(b) Local Jobs and Skills Taskforces have been established in each Employment Region to identify key employment priorities in the relevant Local Jobs Plan, facilitate the design of targeted Local Jobs Program Activities that meet the priorities of the Local Jobs Plan and strengthen linkages between stakeholders; and

(c) Participants may participate in Local Jobs Program Activities.

118.2 The Provider must, in accordance with Section B3.1 – Activities for Participants, Section B3.2 - Work health and safety and any Guidelines:

(a) support Local Jobs Program Activities;

(b) identify eligible and potentially suitable Participants for Local Jobs Program Activities; and

(c) refer eligible and potentially suitable Participants for Local Jobs Program Activities.

118.3 Where a Participant referred to a Local Jobs Program Activity is assessed by the Local Jobs Program Activity Host as:

(a) not eligible;

(b) eligible but not suitable to participate in a Local Jobs Program Activity; or

(c) not having capacity to participate in a Local Jobs Program Activity,

the Local Jobs Program Activity Host will inform the Provider that the referral is rejected, and the Provider must take action in accordance with any Guidelines.

119. Workforce Specialist Projects

119.1 The Department and the Provider acknowledge and agree that:

(a) the objective of Workforce Specialist Projects is to meet the workforce needs of key industries and occupations identified in the Workforce Connections: Workforce Specialist Project Framework by connecting them to suitable job seekers, including Participants; and

(b) Participants may participate in projects managed by a Workforce Australia - Workforce Specialist.

119.2 The Provider must, in accordance with any Guidelines, identify eligible and potentially suitable Participants for Workforce Specialist Projects and refer them to the relevant Workforce Australia - Workforce Specialists.

119.3 Where a Participant referred to a Workforce Australia – Workforce Specialist is assessed by the Workforce Australia – Workforce Specialist as:

(a) not eligible;

(b) eligible but not suitable to participate in a Workforce Specialist Project; or

(c) not having capacity to participate in a Workforce Specialist Project,

the Workforce Australia – Workforce Specialist will inform the Provider that the referral is rejected, and the Provider must take action in accordance with any Guidelines.

120. Launch into Work

120.1 The Department and the Provider acknowledge and agree that the objective of Launch into Work is to deliver tailored pre-employment placements to build the skills and experience of job seekers for entry level roles.

120.2 The Provider must, in accordance with any Guidelines, identify eligible and potentially suitable Participants for Launch into Work Placements and refer them to the relevant Launch into Work Organisation.

121. Employability Skills Training

121.1 The Department and the Provider acknowledge and agree that:

(a) the objectives of EST are to:

(i) enhance the employability of EST Participants through targeted training; and

(ii) support EST Participants to understand the expectations of employers in both the recruitment process and as a new employee in the workplace;

(b) EST is a Complementary Program delivered by EST Providers; and

(c) Participants can be referred to an EST Course under a fee-for-service arrangement paid by the Provider.

121.2 The Provider may, in accordance with Section B3.1 – Activities for Participants and any Guidelines, refer EST Eligible Participants to EST Courses with available places which have been scheduled by EST Providers in the Department's IT Systems.

121.3 The Provider must not refer a Participant to an EST Course if:

(a) the Participant is:

(i) aged less than 15 years; and/or

(ii) not receiving an Income Support Payment; and/or

(b) subject to any Guidelines, to do so would exceed the Referral Cap.

121.3A. If, at any time, the Department determines, at its absolute discretion, that the Provider is in breach of clause 121.3(b):

(a) the Department may, at its absolute discretion, Notify the Provider that the Provider must, in relation to the relevant Employment Region(s), cease referrals to any EST Provider who is its Own Organisation, a Related Entity or a Subcontractor;

(b) the Provider must cease such referrals from the date of the Notice until otherwise Notified by the Department; and

(c) notwithstanding clause 121.3A(a), the Department may exercise any remedies specified in clause 54.2.

121.4 Before referring a Participant to an EST Course, the Provider must, in accordance with any Guidelines, confirm that the:

(a) Participant is an EST Eligible Participant;

(b) EST Training Block 1 Course and/or Training Block 2 Course, as applicable, is suitable for the Participant; and

(c) Participant has the capacity to undertake the EST Course on a full time basis or on a part time basis, as relevant.

121.5 The Provider must, for each Participant referred to an EST Course, pay the relevant EST Provider in accordance with any Guidelines.

122. Skills for Education and Employment

122.1 The Department and the Provider acknowledge and agree that Participants may require accredited training to build their vocational language, literacy, digital and numeracy skills to improve their employability.

122.2 The Provider may, in accordance with any Guidelines, refer any SEE Eligible Participant to a SEE Provider to undertake a SEE Training Course.

122.3 Before referring a Participant to undertake a SEE Training Course, the Provider must, in accordance with any Guidelines, confirm that:

(a) the Participant is a SEE Eligible Participant;

(b) the Participant has the capacity to undertake the SEE Training Course on a full-time basis or part-time basis, as relevant; and

(c) the SEE Training Course is an appropriate activity for the Participant.

122.4 The Provider may arrange for a Participant to participate in AMEP or another accredited foundation skills program in accordance with the Participant's program eligibility and suitability, and any Guidelines, if the Provider considers that the SEE program is not an appropriate form of accredited skills training for the Participant.

123. Non-vocational assistance and interventions

123.1 The Department and the Provider acknowledge and agree that Participants may require assistance and interventions to address their Non-vocational Barriers.

123.2 The Provider may, in accordance with any Guidelines, arrange non-vocational assistance and interventions based on the Participant's individual needs, which may include:

(a) parenting courses;

(b) financial courses;

(c) mental health support services;

(d) cultural services;

(e) personal development;

(f) drug or alcohol treatment;

(g) counselling; and/or

(h) medical or health related services.

123.3 The Provider must pay any Subcontractor or third-party engaged to deliver non-vocational assistance and intervention.

Section B3.4 – Youth Advisory Sessions

124. Youth Advisory Sessions

124.1 The Department and the Provider acknowledge and agree that:

(a) the objective of a Youth Advisory Session delivered by a specialist youth consultant is to provide the Session Participant tailored information, advice and support to develop skills, competencies and motivation to assist them to connect with Employment or Education; and

(b) the Provider may be eligible for a Youth Advisory Session Provider Payment for the successful delivery of a Session, as specified in clause 140.

124.2 The Provider must, in accordance with Section B3.1 – Activities for Participants, Section B3.2 - Work health and safety and any Guidelines, arrange Sessions for Session Participants.

124.3 In accordance with the Deed and any Guidelines, the Provider must:

(a) offer and deliver Sessions to all Session Participants;

(b) record attendance at Sessions in the Department's IT Systems; and

(c) promote, deal with enquiries, manage and report on Sessions.

124.4 The Provider must not deliver:

(a) Sessions to Participants;

(b) a Session to more than one Session Participant at the same time; or

(c) more than three Sessions to a Session Participant.

CHAPTER B4 – PARTICIPANT REQUIREMENTS

Section B4.1 – Mutual Obligation Requirements and Compulsory Requirements

125. Mutual Obligation Requirements – General

125.1 The Department and the Provider acknowledge and agree that:

(a) Participants (Mutual Obligation) have Mutual Obligation Requirements that they must meet in order to receive their Income Support Payments;

(b) Disability Support Pension Recipients (Compulsory Participation Requirements) have requirements that they must meet in order to receive their Income Support Payments;

(c) Participants other than those specified in clauses 125.1(a) and 125.1(b) do not have any set requirements; and

(d) in Transition to Work, Participants have flexibility and choice, working with their Provider, as to how they meet their Mutual Obligation Requirements.

126. General requirements - Participants (Mutual Obligation)

126.1 For each Participant (Mutual Obligation), the Provider must, in accordance with any Guidelines:

(a) ensure that the Participant understands:

(i) their Mutual Obligation Requirements and that they meet such requirements by participating appropriately in Transition to Work;

(ii) their personal responsibility to self-report participation against their Mutual Obligation Requirements;

(iii) the circumstances in which a Mutual Obligation Failure, Work Refusal Failure and an Unemployment Failure can occur;

(iv) the consequences for the Participant's Income Support Payment if the Participant persistently commits Mutual Obligation Failures without a Reasonable Excuse, commits a Work Refusal Failure without a Reasonable Excuse, or commits an Unemployment Failure; and

(v) if they fail to participate in Transition to Work appropriately, as determined by the Provider, they will be Exited from Transition to Work and will be required to undertake other activities to meet their Mutual Obligation Requirements;

(b) actively monitor the Participant's participation in Transition to Work, including as relevant against the Participant's Mutual Obligation Requirements; and

(c) if the Participant is not participating appropriately in Transition to Work, take action appropriate to the circumstances, as specified in any Guidelines, and Exit the Participant in accordance with clause 107; and

(d) confirm the Participant's contact details.

127. General requirements - Disability Support Pension Recipients (Compulsory Participation Requirements)

127.1 For each Disability Support Pension Recipient (Compulsory Participation Requirements) in Transition to Work Services, the Provider must, in accordance with any Guidelines:

(a) notify the Participant of the full details of any requirement that the Participant must meet to remain eligible for Income Support Payments;

(b) monitor the participation of the Disability Support Pension Recipient (Compulsory Participation Requirements) in Transition to Work Services; and

(c) if the Provider determines that the Participant has not attended an Appointment, entered into a current Job Plan or appropriately participated in any Activities, as specified in any Guidelines, promptly take action in accordance with any Guidelines.

CHAPTER B5 – SERVICING EMPLOYERS

Section B5.1 – Vacancy Management

128. Vacancy management

128.1 The Provider must, in accordance with any Guidelines:

(a) lodge every Vacancy, apprenticeship and traineeship (which is not an Unsuitable position) that it creates or obtains on the Department's IT Systems; and

(b) ensure that the details of each Vacancy, apprenticeship and traineeship lodged on the Department's IT Systems are complete, up to date, and comply with any conditions of use as specified in any Guidelines.

Note: The Provider may lodge more than one similar vacant position with the same Employer as a Vacancy, apprenticeship and traineeship on the Department's IT Systems.

128.2 The Provider must, in accordance with any Guidelines:

(a) encourage Participants to consider Vacancies, apprenticeships and traineeships outside of their local area;

(b) refer suitable Participants to:

(i) Employers with Vacancies; or

(ii) apprenticeships or traineeships;

(c) advise Participants (Mutual Obligation) that they are required to take any suitable job they are referred to and offered by the Employer, and of the consequences of failing to do so; and

(d) record the Job Placement Start Date in the Department's IT Systems within 56 days of each Participant commencing in (as relevant):

(i) Employment, where the Participant is successful in gaining Employment;

(ii) Unsubsidised Self-Employment;

(iii) an apprenticeship; or

(iv) a traineeship.

129. Reserved

Section B5.2 – Financial Incentives

130. Financial Incentives – General

130.1 The Department and the Provider acknowledge and agree that:

(a) there is a range of Financial Incentives accessible through the Services that Providers can use when tailoring support for Employers and for Participants to obtain and sustain Employment, including through participation in Education, apprenticeships or traineeships;

(b) the Provider may also be asked to draw upon these resources to assist with projects delivered by Workforce Australia - Workforce Specialists, Job Coordinators or the Department;

(c) the Provider must do all things necessary to ensure payments relating to Financial Incentives are made in accordance with this Deed and any Guidelines; and

(d) the Provider must maintain proper and diligent control over the incurring of all liabilities in relation to these payments.

130.2 The Provider must offer, manage, deal with enquiries and report on Financial Incentives in accordance with any Guidelines.

131. Youth Bonus Wage Subsidies

131.1 The Provider may, in accordance with any Guidelines, negotiate a Youth Bonus Wage Subsidy Agreement with a Youth Bonus Wage Subsidy Employer with respect to a Youth Bonus Wage Subsidy Participant.

131.2 The Provider must only pay a Youth Bonus Wage Subsidy to a Youth Bonus Wage Subsidy Employer with respect to a Youth Bonus Wage Subsidy Participant in accordance with any Guidelines.

131.2A The Provider must manage each Youth Bonus Wage Subsidy Agreement in accordance with any Guidelines until the expiration or earlier termination of the Youth Bonus Wage Subsidy Agreement.

Reimbursement

131.3 Once the Provider has properly paid a Youth Bonus Wage Subsidy in accordance with clause 131.2, the Provider may submit a claim for Reimbursement through the Department's IT Systems, but must only do so in accordance with this clause 131 and any Guidelines.

131.4 Each claim for Reimbursement of a Youth Bonus Wage Subsidy must be rendered by the Provider to the Department no more than 56 days after the end of the relevant Youth Bonus Wage Subsidy Placement or as otherwise specified in any Guidelines.

131.5 The Department will Reimburse the Provider for each Youth Bonus Wage Subsidy that has been paid and properly claimed by the Provider in accordance with this clause 131 and any Guidelines.

131.6 The Provider agrees that the Department is under no obligation to Reimburse the Provider for a Youth Bonus Wage Subsidy paid by the Provider where the Provider has failed to comply with this clause 131 and any Guidelines.

132. Reserved

133. Reserved

134. Relocation Assistance

134.1 This clause 134 applies to Relocation Assistance Reimbursed to Providers for Payments made to or on behalf of a Participant who is eligible for Relocation Assistance as specified in any Guidelines.

134.2 The Provider may, at its discretion and in accordance with any Guidelines, pay Relocation Assistance proportionate to the relocation needs of a Participant and the eligible Employment placement.

134.3 The Provider must only:

(a) pay an eligible supplier on behalf of an eligible Participant; or

(b) reimburse an eligible Participant,

for Relocation Assistance which meets the conditions and Documentary Evidence requirements specified in any Guidelines.

Reimbursement

134.4 Once the Provider has properly paid Relocation Assistance in accordance with clause 134.3, the Provider may submit a claim for Reimbursement through the Department's IT Systems, but must only do so in accordance with this clause 134 and any Guidelines.

134.5 Each claim for Reimbursement of Relocation Assistance must be rendered by the Provider to the Department no more than 56 days after the relevant purchase or payment has been made by the Provider or as otherwise specified in any Guidelines.

134.6 The Department will Reimburse the Provider for each Relocation Assistance that has been paid and properly claimed by the Provider in accordance with this clause 134 and any Guidelines.

134.7 The Provider agrees that the Department is under no obligation to Reimburse the Provider for Relocation Assistance paid by the Provider where the Provider has failed to make a claim for Reimbursement in accordance with this clause 134 and any Guidelines.

Section B5.3 – WorkFoundations Placements

134A. WorkFoundations Placements

134A.1 The Department and the Provider agree that the objectives of the WorkFoundations Program are to:

(a) provide long term unemployed Participants with paid work placements in Australian social enterprises or businesses and thereby the opportunity to experience earning real wages in a secure job that suits the WorkFoundations Participant's skills, interests and needs; and

(b) assist Participants with complex Vocational Barriers and/or Non-vocational Barriers to improve their work readiness.

134A.2 Subject to this Deed, the Provider must, in accordance with any Guidelines:

(a) create a WorkFoundations Vacancy in the Department's IT Systems;

(b) identify eligible and potentially suitable Participants for WorkFoundations Placements;

(c) refer eligible and potentially suitable Participants to WorkFoundations Employers; and

(d) provide post-placement support to each WorkFoundations Participant as appropriate.

134A.3 When referring a Participant to a WorkFoundations Placement, the Provider must, in accordance with any Guidelines:

(a) create a WorkFoundations Participant Handbook in the Department's IT Systems and send this document to the relevant WorkFoundations Employer; and

(b) if the Participant is accepted by the relevant WorkFoundations Employer for a WorkFoundations Placement, download the relevant WorkFoundations Participant Handbook and provide the same in hardcopy to the relevant WorkFoundations Participant.

134A.4 Where a Participant who is referred to a WorkFoundations Placement is assessed by the relevant WorkFoundations Employer as not suitable to fill the relevant WorkFoundations Placement, the relevant WorkFoundations Employer will inform the Provider that the referral is rejected, and the Provider must take action in accordance with any Guidelines.

CHAPTER B6 – OUTCOMES AND PAYMENTS

Section B6.1 – Outcomes

135. Rules relating to Outcomes

135.1 The Department and Provider acknowledge and agree that a Participant may achieve more than one Outcome, but, except as otherwise provided in any Guidelines, cannot achieve an Outcome concurrently with another Outcome.

Note 1: Clause 137.8(d) provides that, except as otherwise provided in any Guidelines, an Outcome cannot be claimed if it overlaps with another Outcome that has already been claimed in relation to the same Participant by any Workforce Australia - Transition to Work (TtW) Provider, including the Provider.

Note 2: Outcomes are specified at Table 1 – Outcome Requirements at ANNEXURE B1 – OUTCOMES.

Increase in Employment that started prior to Commencement

135.2 Where:

(a) a Participant participates in Employment, Unsubsidised Self-Employment, an apprenticeship or traineeship that started before their Commencement; and

(b) after their Commencement:

(i) a Group One Participant increases their Employment, Unsubsidised Self-Employment, an apprenticeship or traineeship sufficiently to reduce their Income Support Payments to nil; or

(ii) a Group Two Participant increases their hours in Employment, Unsubsidised Self-Employment, apprenticeship or traineeship to an average of 20 hours per week or more,

then:

(c) an Outcome Payment may be claimed by the Provider for the relevant Employment Outcome in accordance with clause 137; and

(d) the Outcome Start Date occurs:

(i) for a Group One Participant, on the first day of the Services Australia Fortnight for which their Income Support Payments are reduced to nil; and

(ii) for a Group Two Participant, on the day of their increase in Employment to 20 hours or more per week.

Education that started prior to Commencement

135.3 Where:

(a) a Participant participates in Education that started before their Commencement, and after their Commencement, the Participant's Education increases to full time (as defined by the relevant Education institution); or

(b) a Participant starts participating in the Skills for Education and Employment program after the Participant's Referral, but before their Commencement,

then:

(c) an Outcome Payment may be claimed by the Provider for the relevant Education Outcome in accordance with clause 137; and

(d) the Outcome Start Date occurs:

(i) for clause 135.3(a), on the day of their increase to full time Education; and

(ii) for clause 135.3(b), on the day of their Commencement.

Limitations in relation to Hybrid Outcomes

135.4 The Provider agrees that, where a Participant participates in both:

(a) Employment, Unsubsidised Self-Employment, an apprenticeship or traineeship that started before their Commencement; and

(b) Education that started before their Commencement,

then only one of clause 135.4(a) or clause 135.4(b) may contribute to satisfy the Outcome Description for a Hybrid Outcome.

Section B6.2 – Payments

136. Upfront Payments

136.1 The Department recognises the need to encourage early investment in Participants through Upfront Payments.

136.2 Subject to this Deed including any Guidelines, the Department will pay the Provider an Upfront Payment as specified in any Guidelines and as per Table 1 – Outcome Requirements at ANNEXURE B2 – PAYMENTS for each Place:

(a) at the Deed Commencement Date, on a pro-rata basis in accordance with the calculation at clause 136.3; and

(b) thereafter, at the start of each subsequent Financial Quarter for the Term of this Deed.

136.3 The Upfront Payment to be paid at the Deed Commencement Date is calculated as:

$$\text{Upfront Payment amount} \times \frac{\text{No. of days from the Deed Commencement Date until the end of the relevant Financial Quarter}}{\text{No. days in the relevant Financial Quarter}}$$

136.4 Where the Provider is allocated an additional Place by the Department part way through a Financial Quarter during the Term of this Deed, the Upfront Payment for the Place in that Financial Quarter will be paid on a pro-rata basis calculated as:

$$\text{Upfront Payment amount} \times \frac{\text{No. of days from the Place commencement until the end of the relevant Financial Quarter}}{\text{No. days in the relevant Financial Quarter}}$$

where 'Place commencement' is the date advised by the Department to the Provider to be the commencement date for the additional Place.

136.5 The Provider must comply with any Guidelines in relation to the payment of Upfront Payments.

137. Outcome Payments

137.1 The Department encourages and rewards Providers for achieving sustainable Employment Outcomes, Education Outcomes, Hybrid Outcomes and Sustainability Outcomes for Participants through Outcome Payments.

Employment Outcomes

137.2 Subject to this Deed including any Guidelines, the Department will pay the Provider an Outcome Payment as specified in any Guidelines and as per Table 2 – Outcome Payments at ANNEXURE B2 – PAYMENTS for an Employment Outcome where a Participant who was on the Provider's Caseload has satisfied the requirements of a 12 Week Employment Outcome.

Education Outcomes

137.3 Subject to this Deed including any Guidelines, the Department will pay the Provider an Outcome Payment as specified in any Guidelines and as per Table 2 – Outcome Payments at ANNEXURE B2 – PAYMENTS for an Education Outcome where a Participant who was on the Provider's Caseload has satisfied the requirements for an Education Outcome.

Hybrid Outcome

137.4 Subject to this Deed including any Guidelines, the Department will pay the Provider an Outcome Payment as specified in any Guidelines and as per Table 2 – Outcome Payments at ANNEXURE B2 – PAYMENTS for a Hybrid Outcome where a Participant who was on the Provider's Caseload has satisfied the requirements for a 12 Week Hybrid Outcome.

Sustainability Outcome

137.5 Subject to this Deed including any Guidelines, the Department will pay the Provider an Outcome Payment as specified in any Guidelines and as per Table 2 – Outcome Payments at ANNEXURE B2 – PAYMENTS for a Sustainability Outcome where a Participant who was on the Provider's Caseload has satisfied the requirements for either:

(a) a 26 Week Employment Sustainability Outcome; or

(b) a 26 Week Hybrid Sustainability Outcome.

Placement in a Vacancy by another organisation

137.6 For the avoidance of doubt, the Provider may claim, and the Department will pay, the applicable Outcome Payment where:

(a) a Participant was Commenced on the Provider's Caseload:

(i) on the date that they began the relevant Job Placement; or

(ii) on the relevant Outcome Start Date,

even if the Participant was placed in the relevant Vacancy by another Workforce Australia - Transition to Work (TtW) Provider, a Workforce Australia - Workforce Specialist or any other organisation specified in any Guidelines; and

(b) all requirements of this clause 137 are met.

Limits on Outcome Payments

137.7 The Department will only pay the Provider an Outcome Payment where:

(a) the Provider has made a claim in accordance with any Guidelines for the relevant Outcome Payment to the Department no later than 12 months after the Deed Completion Date and the Department accepts the claim;

(b) data and/or Documentary Evidence is entered into the Department's IT Systems (either by Services Australia or, where relevant, by the Provider) confirming the Outcome Start Date, as relevant, and the satisfaction of the requirements of an Employment Outcome, Education Outcome, Hybrid Outcome or a Sustainability Outcome, as relevant;

(c) the Provider has, when recording the relevant Vacancy in the Department's IT Systems, selected the correct Vacancy type as specified by any Guidelines;

(d) the Provider confirms that the requirements for the Outcome Payment have been met through a declaration in the Department's IT Systems; and

(e) the Provider has complied with any Guidelines relating to Outcome Payments.

137.8 The Department will not pay the Provider, and the Provider must not claim, an Outcome Payment under clauses 137.2 to 137.5:

(a) on a pro rata basis;

(b) in relation to a Non-Payable Outcome;

(c) where the relevant Outcome Start Date occurs on or after the Deed Completion Date;

(d) except as otherwise provided for in any Guidelines, if the Outcome Period for the Outcome overlaps with the Outcome Period for another Outcome that has already been claimed in relation to the same Participant by any Workforce Australia - Transition to Work (TtW) Provider, including the Provider, Former Transition to Work Provider, NEST Provider or jobactive Provider;

(e) for an Outcome which satisfies paragraph (a) or (f)(i) in the Outcome Description of a 12 Week Employment Outcome or a Sustainability Outcome, as relevant, under column D of Table 1 – Outcome Requirements at ANNEXURE B1 – OUTCOMES, where:

(i) the Participant is placed into Employment; and

(ii) the Participant ceases to receive the relevant Income Support Payment due to reasons other than participating in that Employment, including as specified in any Guidelines;

(f) for a 12 Week Employment Outcome, 12 Week Hybrid Outcome or Education Outcome, where the Outcome Start Date occurs outside of the Participant's Period of Registration; or

(g) in any other circumstances specified in any Guidelines.

137.9 The Provider acknowledges and agrees that if a Participant moves from a Specified Complementary Program into Employment, Education or an activity that satisfies the requirements for an Employment Outcome or an Education Outcome, the Provider may only claim, and the Department will only pay, an amount equal to the difference between:

(a) the Outcome Payment payable under this Deed in relation to the Employment, Education or an activity; and

(b) the fee, if any, paid by the Commonwealth to the provider of the Specified Complementary Program.

137.10 The Department and the Provider acknowledge and agree that if a Participant is transferred from the Provider during an Outcome Period, the Provider may claim and the Department will pay the related Outcome Payment in the circumstances specified in any Guidelines, and in accordance with clause 137.

Vacancies following WorkFoundations Placements

137.11 Subject to this Deed including any Guidelines, the Department will pay the Provider an Employment Outcome Payment as specified in Table 2 of ANNEXURE B2 – PAYMENTS for an Employment Outcome where:

(a) a WorkFoundations Participant who has satisfactorily completed a WorkFoundations Placement, transitions to ongoing Employment in a Vacancy with the same WorkFoundations Employer with whom they completed the WorkFoundations Placement or another Employer;

(b) the Provider has correctly recorded the relevant Vacancy in the Department's IT Systems; and

(c) the WorkFoundations Participant:

(i) was Commenced on the Provider's Caseload at or on the relevant Job Placement Start Date; and

(ii) has satisfied the requirements for an Employment Outcome as specified in Row 1 or Row 2 of Table 1 in ANNEXURE B1 – OUTCOMES, as relevant.

Note 1: An Outcome Payment is not payable for a WorkFoundations Placement, but subject to this Deed, is payable for a Vacancy arising post a WorkFoundations Placement.

Note 2: For a Vacancy arising post a WorkFoundations Placement, the relevant Job Placement Start Date is the first day of continuous Employment with the relevant WorkFoundations Employer following completion of the WorkFoundations Placement.

138. Reserved

139. Reserved

140. Youth Advisory Session Provider Payments

140.1 The Department recognises the Provider's efforts in arranging and delivering Youth Advisory Sessions through the Youth Advisory Session Provider Payment.

140.2 Subject to this Deed, the Department will pay the Provider a Youth Advisory Session Provider Payment specified in Table 5 – Youth Advisory Session Provider Payment at ANNEXURE B2 – PAYMENTS, where:

(a) the Provider has complied with any Guidelines relating to Youth Advisory Session Payments;

(b) the Department is satisfied with the Provider's performance of its obligations in accordance with clause 124;

(c) the Provider has rendered a Tax Invoice for the relevant Youth Advisory Session Provider Payment to the Department no later than 12 months after the Deed Completion Date and the Department accepts the Tax Invoice; and

(d) sufficient funds have been properly appropriated for the Sessions.

Limits on Youth Advisory Session Provider Payments

140.3 The Department will not pay the Provider, and the Provider must not claim, a Youth Advisory Session Provider Payment under clause 140.2:

(a) where the Provider is in breach of clause 124;

(b) where the delivery of the relevant Youth Advisory Session Date is after the Deed Completion Date; or

(c) in any other circumstances specified in any Guidelines.

141. Indexation

141.1 Subject to any Notice from the Department, the amounts of the following Payments will be increased by 6.8 per cent at the end of each three year period following 1 July 2022:

(a) Upfront Payments; and

(b) Outcome Payments.

ANNEXURE B1 – OUTCOMES

Table 1 – Outcome Requirements

Note 1: Table 1 provides a description of the different types of Outcomes which can be achieved by Participants and the relevant Outcome Start Date and Outcome Completion Date.

Note 2: For a Vacancy arising post a WorkFoundations Placement, the relevant Job Placement Start Date is the first day of continuous Employment with the relevant WorkFoundations Employer following completion of the WorkFoundations Placement.

Row	A Outcome Type	B Outcome Start Date	C Outcome Completion Date	D Outcome Description
1	12 Week Employment Outcome	For a Participant who: (a) is in receipt of an Income Support Payment, the first day of the Services Australia Fortnight that applies to the Participant following the Job Placement Start Date; (b) is not in receipt of an Income Support Payment, the day of the Job Placement Start Date; or (c) started their Employment prior to their Commencement and has subsequently increased their Employment in accordance with clause 135.2, the Outcome Start Date described in clause 135.2; if that day occurs during the Participant's Period of Registration.	Completion of a cumulative 12 Week Period (Employment Outcome).	For the duration of a cumulative 12 Week Period (Employment Outcome), a Participant: (a) who was in receipt of Income Support Payments on the Outcome Start Date (other than Participants to whom items (c) to (f) apply), generates sufficient income in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship to reduce the Participant's Maximum Basic Rate of Income Support Payments by an average of at least 60 per cent; (b) who was not in receipt of Income Support Payments on the Outcome Start Date, is in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship for an average of 15 or more hours per week; (c) who was in receipt of Income Support Payments with part-time Mutual Obligation Requirements of 30 hours or more each fortnight on the Outcome Start Date, is in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship for an average of 10 or more hours per week; (d) who was identified on the Department's IT Systems on the Outcome Start Date as having a Partial Capacity to Work, is in Employment, Unsubsidised Self-Employment, 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

Row	A Outcome Type	B Outcome Start Date	C Outcome Completion Date	D Outcome Description
				and advised by Services Australia, but is not less than an average of 8 hours of work per week; (e) who was in receipt of: (i) a Parenting Payment (Partnered or Single) without Mutual Obligation Requirements; or (ii) a Carer Payment, on the Outcome Start Date, is in Employment, Unsubsidised Self-Employment, an apprenticeship or traineeship for an average of 10 hours or more each week; (f) for whom clause 135.2 applies and: (i) who was in receipt of an Income Support Payment on the Outcome Start Date, increases their income from Employment, Unsubsidised Self-Employment, an apprenticeship or traineeship sufficiently to reduce their Income Support Payments to nil; or (ii) who was not in receipt of an Income Support Payment on the Outcome Start Date, increases their Employment, Unsubsidised Self-Employment, an apprenticeship or traineeship to an average of 20 hours per week or more; or (g) meets the requirements for any other event that the Department may Notify the Provider as being a 12 Week Employment Outcome.
2	26 Week Employment Sustainability Outcome	First day following the completion of a 12 Week Employment Outcome or 12 Week Hybrid Outcome.	Completion of 26 Week Period.	For the duration of a 26 Week Period, a Participant meets the Outcome Description at paragraph (a) to (g) of Row 1 Column D of this Table 1.

Row	A Outcome Type	B Outcome Start Date	C Outcome Completion Date	D Outcome Description
3	Education Outcome (Participation)	(a) The first day of participation in relevant Education; (b) if a Participant does not satisfy the Outcome Description on the first day of their participation in relevant Education, the first day that the Participant participates full-time (as defined by the relevant Education institution) in Education; (c) if the Participant started their Education prior to their Commencement and has subsequently increased their Education in accordance with clause 135.3(a), the Outcome Start Date described in clause 135.3(d)(i); or (d) if the Participant started the Skills for Education and Employment program after the Participant's Referral but before their Commencement in accordance with clause 135.3(b), the Outcome Start Date described in clause 135.3(d)(ii),	Completion of 26 Consecutive Weeks.	For 26 Consecutive Weeks, a Participant: (a) who was not in receipt of Income Support Payments on the Outcome Start Date, participates full-time (as defined by the relevant Education institution); (b) who was in receipt of Income Support Payments on the Outcome Start Date (other than to whom items (c) to (e) apply), participates full-time (as defined by the relevant Education institution); (c) who was in receipt of Income Support Payments with part-time Mutual Obligation Requirements of 30 hours or more each fortnight on the Outcome Start Date, participates for an average of at least 15 or more hours per week while the course is running; (d) who was identified on the Department's IT Systems on the Outcome Start Date as having a Partial Capacity to Work, participates on average at least 100 per cent of the minimum number of hours per week in the range as assessed and advised by Services Australia while the course is running; (e) who was in receipt of: (i) a Parenting Payment (Partnered or Single) without Mutual Obligation Requirements; or (ii) a Carer Payment, on the Outcome Start Date, participates for an average of at least 10 hours or more each week while the course is running; or (f) participates, as otherwise specified in any Guidelines, in:

Row	A Outcome Type	B Outcome Start Date	C Outcome Completion Date	D Outcome Description
		if that day occurs during the Participant's Period of Registration.		(i) a Certificate III or higher course as specified on http://www.training.gov.au; (ii) an accredited course provided by a registered higher Education provider with the Tertiary Education Quality and Standards Agency; (iii) secondary Education leading to Year 12; (iv) the Skills for Education and Employment program; or (v) a course otherwise specified in any Guidelines.
4	Education Outcome (Attainment)	The first day of participation in the relevant: (a) Certificate III or higher course as specified on the http://www.training.gov.au; (b) accredited course provided by a registered higher Education provider with the Tertiary Education Quality and Standards Agency; or (c) any other course as specified in any Guidelines, if that day occurs during the Participant's Period of Registration.	Successful completion of the relevant course or certificate in the relevant course.	Successful completion of the relevant course or Certificate III in the relevant course or otherwise as specified in any Guidelines.
5	Education Outcome (Completion)	The first day of participation in secondary Education leading to Year 12, if that day occurs during	Successful completion of Year 12.	Successful completion of Year 12 or otherwise as specified in any Guidelines.

Row	A Outcome Type	B Outcome Start Date	C Outcome Completion Date	D Outcome Description
		the Participant's Period of Registration.		
6	12 Week Hybrid Outcome	The first day the Participant meets the Outcome Description, if that day occurs during the Participant's Period of Registration.	Completion of a 12 Week Period (Hybrid Outcome).	For the duration of a 12 Week Period (Hybrid Outcome), a Participant participates in: (a) both: (i) Education in: (A) a Certificate III or higher course; (B) secondary Education leading to Year 12; (C) the Skills for Education and Employment program; or (D) a course otherwise specified in any Guidelines; and (ii) Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship, or (b) an apprenticeship or traineeship alone, for a total of no less than: (c) 25 hours on average per week; or (d) for a Participant who was in receipt of Income Support Payments with part-time Mutual Obligation Requirements of 30 hours or more each fortnight on the Outcome Start Date, 15 hours or more on average per week; or (e) for a Participant who was identified on the Department's IT Systems on the Outcome Start Date as having a Partial Capacity to Work, on average 100 per cent of the minimum number of hours per week in the range as assessed and advised by Services Australia; or

Row	A Outcome Type	B Outcome Start Date	C Outcome Completion Date	D Outcome Description
				(f) for a Participant who was in receipt of: (i) a Parenting Payment (Partnered or Single) without Mutual Obligation Requirements; or (ii) a Carer Payment, on the Outcome Start Date, 10 hours or more on average per week, and as specified in any Guidelines.
7	26 Week Hybrid Sustainability Outcome	First day following the completion of a 12 Week Hybrid Outcome or 12 Week Employment Outcome.	Completion of a 26 Week Period.	For the duration of a 26 Week Period, a Participant meets the Outcome Description at paragraph (a) to (f) of Row 6 Column D of this Table 1.

ANNEXURE B2 – PAYMENTS

UPFRONT PAYMENTS

Table 1 – Upfront Payments

Upfront Payment	Payment amount per Financial Quarter (GST inclusive)
Per Place	$1,609.48

Note 1: Upfront Payments are paid at the Deed Commencement Date and thereafter at the start of each Financial Quarter for the Term of the Deed in accordance with clause 136.

Note 2: The Upfront Payment amount includes the 6.8 per cent increase effective from 1 July 2025 in accordance with clause 141.1.

OUTCOME PAYMENTS

Table 2 – Outcome Payments

Outcome Type	Payment amount (GST inclusive)
12 Week Employment Outcome	$4,251.60
Education Outcome	$4,251.60
Hybrid Outcome	$4,251.60
26 Week Employment Sustainability Outcome	$4,251.60
26 Week Hybrid Sustainability Outcome	$4,251.60

Note 1: Employment Outcomes and Education Outcomes are paid for all Participants who are on the Provider's Caseload and have satisfied the relevant requirements for an Outcome as specified in Table 1 – Outcome Requirements at ANNEXURE B1 – OUTCOMES and any Guidelines, other than Sustainability Outcomes.

Note 2: An Outcome Payment is not payable for a WorkFoundations Placement, but subject to this Deed, is payable for a Vacancy arising post WorkFoundations Placement.

Note 3: The Outcome Payment amounts include the 6.8 per cent increase effective from 1 July 2025 in accordance with clause 141.1.

Table 3 – Reserved

Table 4 – Reserved

Table 5 – Youth Advisory Session Provider Payment

Payment type	Fee (GST inclusive)
For each Session delivered	$125.00
For any Session which is properly arranged by the Provider but where the relevant Session Participant fails to attend, cancels or reschedules the relevant Session	$62.50

ATTACHMENT 1 – DEFINITIONS

Social Security Law definitions

The terms '**Carer Payment**', '**Disability Support Pension**', '**Income Support Payment**', '**JobSeeker Payment**', '**Maximum Basic Rate**', '**Mutual Obligation Failure**', '**Parenting Payment**', '**Partial Capacity to Work**', '**Reasonable Excuse**', '**Reconnection Requirement**', '**Special Benefit**', '**Unemployment Failure**', '**Work Refusal Failure**' and '**Youth Allowance**' have, or where relevant, had, the meanings given to them, respectively and in their decapitalised form, in the *Social Security Act 1991* (Cth) or the *Social Security (Administration) Act 1999* (Cth) (as relevant).

General definitions

'12 Week Employment Outcome' means an Employment Outcome as specified in row 1 of Table 1 – Outcome Requirements at ANNEXURE B1 – OUTCOMES.

'12 Week Hybrid Outcome' means a Hybrid Outcome as specified in row 6 of Table 1 – Outcome Requirements at ANNEXURE B1 – OUTCOMES.

'12 Week Period (Employment Outcome)' means, for Employment that satisfies the Outcome Description of a 12 Week Employment Outcome, a period of 12 cumulative weeks that:

(a) starts from the relevant Outcome Start Date;

(b) may be comprised of multiple periods, provided that each such period:

  (i) begins within the Participant's Period of Service;

  (ii) for a Participant that is not in receipt of Income Support Payments, is no less than four weeks; and

  (iii) for a Participant that is in receipt of Income Support Payments, is for no less than two Services Australia Fortnights; and

(c) does not overlap with the Outcome Period for any other Outcome that has been claimed in relation to the relevant Participant by any Workforce Australia - Transition to Work (TtW) Provider, except as otherwise provided in any Guidelines.

'**12 Week Period (Hybrid Outcome)**' means, for Employment and Education that satisfies the Outcome Description of a 12 Week Hybrid Outcome, a period of 12 Consecutive Weeks that starts from the relevant Outcome Start Date and does not overlap with the Outcome Period for any other Outcome that has been claimed in relation to the relevant Participant by any Workforce Australia - Transition to Work (TtW) Provider, except as otherwise provided in any Guidelines.

'26 Week Employment Sustainability Outcome' means an Employment Outcome as specified in row 2 of Table 1 – Outcome Requirements at ANNEXURE B1 – OUTCOMES.

'26 Week Hybrid Sustainability Outcome' means a Hybrid Outcome as specified in row 7 of Table 1 – Outcome Requirements at ANNEXURE B1 – OUTCOMES.

'**26 Week Period**' means, for Employment and Education (if relevant) which satisfies the requirements for a Sustainability Outcome, a period of 14 Consecutive Weeks that:

(a) starts on the first day following the completion of a 12 Week Employment Outcome or 12 Week Hybrid Outcome;

(b) follows, and is in addition to, a 12 Week Period; and

(c) does not overlap with the Outcome Period for any other Outcome that has been claimed in relation to the relevant Participant by any Workforce Australia - Transition to Work (TtW) Provider, except as otherwise provided in any Guidelines.

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

'Aboriginal or Torres Strait Islander person' means an individual who:

(a) is identified as such on the Department's IT Systems; or

(b) is of Aboriginal and/or Torres Strait Islander descent;

(c) identifies as Aboriginal and/or Torres Strait Islander; and

(d) is accepted as such in the community in which the individual lives or has lived.

'Access' includes access or facilitation of access (whether directly or indirectly), traverse, view, use, or interface with, Records or the Department's IT Systems.

'Activity' means an activity approved by the Department and specified in Section B3.1 – Activities for Participants, Section B3.3 – Requirements for Activities and any Guidelines.

'Activity Risk Assessment' means a risk assessment in relation to a potential or actual Specified Activity, which is undertaken and/or updated in accordance with any Guidelines.

'Activity Tested Income Support Payment' means the following Income Support Payments, in accordance with Social Security Law, as amended from time to time, where the recipient has Mutual Obligation Requirements:

(a) JobSeeker Payment;

(b) Youth Allowance;

(c) Parenting Payment; and

(d) Special Benefit.

'Additional Servicing Assessment' or **'ASA'** means the Assessment undertaken by the Provider for a Group One Participant experiencing more complex Non-vocational Barriers , which includes reviewing and conducting a revised JSCI, to determine a Group One Participant's eligibility for additional servicing, up to a total of 24 months, in accordance with clauses 101 and 102, including as specified in any Guidelines.

'Adjustment Note' has the meaning given in section 195-1 of the GST Act.

'Adult Migrant English Program' or **'AMEP'** means the Commonwealth program of that name administered by the Department of Home Affairs which helps eligible migrants and humanitarian entrants with low English levels to improve their English language skills and settle in Australia.

'Ancillary Payment' means a payment which the Department may, at its absolute discretion, pay the Provider subject to the Provider satisfying any applicable terms and conditions relating to the Ancillary Payment, including those specified in any Guidelines, where relevant.

'Appointment' means a date and time for a Contact recorded in the Electronic Calendar.

'Assessment' means a formal assessment of a Participant's circumstances, conducted by:

(a) Services Australia, using the Job Seeker Snapshot and/or an ESAt or a JCA;

(b) a Provider, using the ASA; or

(c) a Provider or a Participant, using the Job Seeker Snapshot.

'Auditor-General' means the Auditor-General established under the *Auditor-General Act 1997* (Cth).

'Australian Equivalents to International Financial Reporting Standards' or **'AEIFRS'** refers to the standards of that name maintained by the Australian Accounting Standards Board created by section 261 of the *Australian Securities and Investments Commission Act 2001* (Cth).

'Australian Information Commissioner' means the individual appointed in accordance with section 14(1) of the *Australian Information Commissioner Act 2010* (Cth).

'Authorised Officer' means an individual who is an 'authorised officer' as defined under the *Public Interest Disclosure Act 2013* (Cth).

'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.

'Caseload' means, in relation to the Provider at a particular point in time, all Participants who have on or before that point in time been Referred to, or Directly Registered with, the Provider and have not been Exited or transferred to another Workforce Australia - Transition to Work (TtW) Provider since that Referral or Direct Registration.

'Change in Control' means:

(a) subject to paragraph (b) below, in relation to a Corporation, a change in control of any of the following:

(i) 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;

(ii) 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; or

(iii) more than one half of the voting rights attaching to membership of the Corporation, where the Corporation does not have any shareholders;

(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) a change in any of the partners; or

(iii) the retirement, death, removal or resignation 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; or

(e) in relation to a Group Respondent, a Change in Control as defined in paragraphs (a) above to (d) above in any member of the Group Respondent.

'Change of Circumstances Reassessment' means a reassessment of the Participant's circumstances:

(a) using the Job Seeker Snapshot in accordance with clause 100 and any Guidelines; or

(b) by an update of the Participant's JSCI generated by the Department's IT Systems.

'Child' means an individual under the age of 18 years.

'Child-Related Personnel' means any Personnel or Supervisor involved, or who may be involved, with the Services, including any Activity (except any Activity specified to be excluded in any Guidelines or Notified as such by the Department) who, as part of that involvement, may interact with Children.

'Child Safety Obligations' means those obligations relating to the protection of the safety of Children which are set out in clauses 71.2 and 71.3of this Deed.

'Commence' or **'Commencement'** means for Participants, the time at which the Provider has recorded the completion of the Initial Interview (which includes entering into, or updating, a Job Plan, where applicable) on the Department's IT Systems.

'Commonwealth' means the Commonwealth of Australia and includes officers, delegates, employees and agents of the Commonwealth of Australia.

'Commonwealth Coat of Arms' means the Commonwealth Coat of Arms as set out in the Use of the Commonwealth Coat of Arms Information and Guidelines (available at https://www.pmc.gov.au/resources/commonwealth-coat-arms-information-and-guidelines).

'Commonwealth Fraud and Corruption Control Framework 2024' means the Commonwealth policy of that name, as amended from time to time, available at the Commonwealth Fraud Prevention Centre website: https://www.counterfraud.gov.au/library/commonwealth-fraud-and-corruption-control-framework-2024.

'Commonwealth Material' means any Material:

(a) provided by the Department to the Provider for the purposes of this Deed; or

(b) copied or derived from any Material referred to in paragraph (a),

and includes Commonwealth Records.

'Commonwealth Ombudsman' means the Commonwealth Ombudsman established under the *Ombudsman Act 1976* (Cth).

'Commonwealth Supplier Code of Conduct' means the Commonwealth policy of that name, as amended from time to time, available at the Department of Finance website: https://www.finance.gov.au/sites/default/files/2024-06/commonwealth-supplier-code-of-conduct.pdf.

'Commonwealth Records' means any Records:

(a) provided by the Department to the Provider for the purposes of this Deed; or

(b) copied or derived from any Records referred to in paragraph (a).

'Competent Person' means an individual who has acquired through training, qualification or experience the knowledge and skills to carry out specific work health and safety tasks, and as otherwise specified in any Guidelines.

'Complaint' means any expression of dissatisfaction with the Provider's policies, procedures, employees or the quality of the Services the Provider 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.

'Complementary Program' means an employment or training program:

(a) administered by the Commonwealth, including the Department; or

(b) provided by a state or territory government (including by state or territory government funded providers),

delivered for the purpose of supporting:

(c) young people to participate in Education and training;

(d) Employers to hire, train or sustain Employment including through wage subsidies; or

(e) young people to address Non-vocational Barriers (i.e. specialist services); and

as specified in any Guidelines or as advised by the Department, which the Provider may access to provide additional specialised assistance to a Participant.

'**Conditions of Offer**' means any condition placed by the Department on its offer of this Deed to the Provider.

'Confidential Information' means any information that:

(a) is by its nature confidential;

(b) the Parties agree to treat as confidential or by Notice to each other; or

(c) a Party knows, or ought reasonably to know, is confidential to the other Party,

but does not include information that:

(d) is or becomes public knowledge otherwise than by breach of this Deed or any other confidentiality obligation;

(e) is in the possession of the receiving Party without restriction in relation to disclosure before the date of receipt; or

(f) has been independently developed or acquired.

'Conflict' means an actual, potential or perceived conflict between any interest of the Provider and the performance of the Provider's obligations under this Deed, including any interest that may interfere with or restrict the Provider in performing those obligations fairly and independently.

'Consecutive Weeks' means a continuous period of weeks broken only by one or more Permissible Breaks, and as adjusted by Services Australia.

'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' means a contact between the Provider and a Participant in accordance with clause 93.

'Contact Person' means the individual specified in item 2 of SCHEDULE 1 – DEED AND BUSINESS DETAILS who has authority to receive and sign Notices and written communications for the Provider under this Deed and accept any request or direction in relation to the Services.

'Control' has the meaning given to that term in section 50AA of the Corporations Act.

'Corporation' has the meaning given to that term in section 57A of the Corporations Act.

'Corporations Act' means the *Corporations Act 2001* (Cth).

'Correctly Rendered Invoice' means an invoice that is:

(a) rendered in accordance with all of the requirements of the relevant PT PCP Subcontract; and

(b) for amounts that are correctly calculated and due for payment and payable under the PT PCP Subcontract.

'Corruption' has the meaning given to that term in the Commonwealth Fraud and Corruption Control Framework 2024.

'Customer' includes a Participant, potential Participant, Employer and any other user of the Services.

'Cybersafety Policy' means the Department's policy of that name as specified at clauses 31.16 to 31.18.

'Deed' means this document, as varied or extended by the Parties from time to time in accordance with this Deed, and includes any Conditions of Offer, the Particulars, any annexures, the Schedules, any Guidelines, any attachments and any documents incorporated by reference.

'Deed Commencement Date' means the later of 1 July 2022, or the date on which this Deed is signed by the last Party to do so.

'Deed Completion Date' means either:

(a) the latest of the following:

(i) the Service Period end date; or

(ii) the latest Extended Service Period end date; or

(b) if this Deed is terminated before any of the days specified in paragraph (a), the day on which this Deed is terminated.

'Deed Material' means all Material:

(a) developed or created or required to be developed or created as part of or for the purpose of performing this Deed;

(b) incorporated in, supplied or required to be supplied along with the Material referred to in (a) above; or

(c) copied or derived from Material referred to in paragraphs (a) or (b); and

(d) includes all Deed Records.

'Deed Records' means all Records:

(a) developed or created or required to be developed or created as part of or for the purpose of performing this Deed;

(b) incorporated in, supplied or required to be supplied along with the Records referred to in paragraph (a) above; or

(c) copied or derived from Records referred to in paragraphs (a) or (b); and

includes all Reports.

'Delegate' means an individual engaged by the Provider, who is a delegate of the Secretary of the Department under the Social Security Law.

'Department' means the Commonwealth Department of Employment and Workplace Relations or such other agency or department as may administer this Deed on behalf of the Commonwealth from time to time, and where the context so admits, includes the Commonwealth's relevant officers, delegates, employees and agents.

'Departmental Exit' means the exiting of a Participant from the Services by the Digital Services Contact Centre.

'Department Customer Service Officer' means any individual who is responsible on behalf of the Department for responding to calls to the Department's National Customer Service Line.

'Department Employee' means an employee of the Commonwealth working for the Department and:

(a) any individual Notified by the Department to the Provider as being a Department Employee; and

(b) any individual authorised by law to undertake acts on behalf of the Department.

'Department of Social Services' means the Commonwealth department of that name, or such other agency or department as Notified by the Department from time to time, and includes it officers, delegates, employees, contractors and agents.

'Department's IT Systems' means the Department's IT computer system accessible by the Provider and potentially Subcontractors, and through which information is exchanged between the Provider, Subcontractors, Services Australia and the Department in relation to the Services.

'Department's National Customer Service Line' means a free call telephone service which puts Participants and Employers in contact with a Department Customer Service Officer, and is 1800 805 260, or such other number as Notified by the Department.

'Department's Security Policies' means policies relating to the use and security of the Department's IT Systems and Records, and includes the policy by the name of Security Policy for External Employment Services Providers and Users and any other security policies Notified or advised by the Department. Relevant policies are available on the Department's IT Systems through the following path: Provider Portal > TTW > IT Security & Access, or at such other location as advised by the Department.

'Digital Services Contact Centre' means the service managed by the Department to provide support to Workforce Australia Services Online Participants that can be contacted on 1800 314 677, or such other number as Notified by the Department.

'Direct Registration' or **'Directly Register'** means Registration by the Provider of an individual who does not have a Referral, in accordance with clause 90 and any Guidelines.

'Director' means any of the following:

(a) an individual 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 regardless of the name given to their position;

(b) a member of the governing committee of an Aboriginal and Torres Strait Islander corporation under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth);

(c) a member of the committee of an organisation incorporated pursuant to state or territory laws relating to the incorporation of associations;

(d) an individual 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;

(e) an individual who acts in the position of a director of a body corporate;

(f) an individual whose instructions or wishes the directors of a body corporate are accustomed to acting upon, and not simply because of the individual's professional capacity or business relationship with the directors or the body corporate; and

(g) a member of the board, committee or group of individuals (however described) that is responsible for managing or overseeing the affairs of the body corporate.

'Disability Support Pension Recipient (Compulsory Participation Requirements)' means a Participant who is in receipt of the Disability Support Pension, is under the age of 35, and has compulsory participation requirements which must be satisfied in order for the Participant to receive the Income Support Payment.

'Documentary Evidence' means those Records of the Provider, including any Records held in any External IT System, as specified in this Deed including in any Guidelines, which evidence that Services were provided by the Provider as required under this Deed and/or that the Provider is entitled to a Payment.

'Education' means any education activity unless otherwise advised by the Department.

'**Education Outcome**' means an:

(a) Education Outcome (Participation);

(b) Education Outcome (Attainment); and

(c) Education Outcome (Completion),

as specified in rows 3 to 5, respectively of Table 1 – Outcome Requirements at ANNEXURE B1 – OUTCOMES.

'Effective Exit' means the automatic removal of a Participant in the Department's IT Systems as being eligible for Transition to Work when:

(a) the Department is advised by Services Australia that the Participant has stopped receiving an Income Support Payment;

(b) the Participant elects to become a Workforce Australia Services Participant;

(c) the Participant's Period of Service ends after:

  (i) 18 months in accordance with clause 101.1(a); or

  (ii) 24 months in accordance with clause 101.1(b); or

(d) the Participant participates in an activity, or an event occurs in relation to the Participant, that is specified as an Effective Exit in any Guidelines.

'Electronic Calendar' means the electronic calendar in the Department's IT Systems used by the Provider for managing, and/or setting dates and times for:

(a) Referrals;

(b) Engagements; and

(c) referrals by the Provider to other employment services.

'Eligible Participant' means a person who:

(a) will be aged 15-24 years on the date of their Referral to the Provider,

and:

(b) is an Australian citizen, or

(c) is the holder of a permanent visa, or a nominated visa holder (including a New Zealand Special Category Visa, Temporary Protection Visa Holder and a Safe Haven Visa Holder).

'Employability Skills Training' or **'EST'** means the Commonwealth program of that name, administered by the Department, which provides eligible Participants with employability skills training.

'Employer' means an entity that has the legal capacity to enter into a contract of Employment with a Participant.

'Employment' or **'Employed'** means the status of an individual who is in paid work under a contract of employment or who is otherwise deemed to be an employee under relevant Australian legislation.

'Employment Outcome' means:

(a) a 12 Week Employment Outcome; and

(b) a 26 Week Employment Sustainability Outcome.

'Employment Region' means a geographical area:

(a) identified and displayed on the Provider Portal (https://ecsnaccess.gov.au/ProviderPortal/EST6/Contractual-Information/Pages/Employment-Region-Search.aspx), as varied by the Department at the Department's absolute discretion; and

(b) that the Provider is contracted to service under this Deed, as specified in the item 4.1 of SCHEDULE 1 – DEED AND BUSINESS DETAILS to this Deed.

'Employment Services Assessment' or **'ESAt'** means an assessment of a Participant's barriers to employment and work capacity conducted by Services Australia.

'Employment Services Tip off Line' means a telephone and email service, developed primarily for current and former employees of employment services providers who suspect, or have evidence of incorrect claims or acceptance of Payments, or any other activities that may be a breach of the deeds that employment services providers have signed with the Department, and which allows those individuals to report their concerns to the Department.

'Employment Systems Service Desk' means the Department's centralised point of IT support for employment service providers in relation to the Department's IT Systems, including the Employment Services System and Employment and Community Services Network.

'Engagement' means an engagement that must be recorded in the Electronic Calendar in accordance with clause 92.

'Entrusted Person' has the meaning given to this term in the PTR Act.

'EST Course' means a Training Block 1 Course or a Training Block 2 Course.

'EST Eligible Participant' means a Participant or a Disability Support Pension Recipient (Compulsory Participation Requirements) who meets the eligibility requirements for EST as specified in any Guidelines.

'EST Provider' means an entity that is a party to a Workforce Australia - Employability Skills Training Deed 2022 – 2027 with the Commonwealth.

'Excluded Program' means a service (other than Parent Pathways) administered, provided or funded by the Commonwealth or a state or territory government and:

(a) that is for the specific purpose of supporting young persons to develop their Work Readiness; or

(b) which otherwise overlaps with, duplicates, or is not compatible with the Services,

as specified in any Guidelines or advised by the Department.

'Exempt Public Authority' has the meaning given to that term in section 9 of the Corporations Act.

'Exemption' means an exemption granted by Services Australia from Mutual Obligation Requirements of a Participant (Mutual Obligation) for a specified period of time under the Social Security Law.

'Existing Material' means all Material, except Commonwealth Material and Third Party Material, that is:

(a) in existence at the Deed Commencement Date or is subsequently brought into existence other than as a result of the performance of this Deed; and

(b) included in, embodied in, or attached to:

(i) the Deed Material; or

(ii) the Services or is otherwise necessarily related to the functioning or operation of the Services.

'Exit' means an exit of a Participant from Services in accordance with clause 107.

'Extended Service Period' means any period of time after the end of the Service Period.

'External IT System' means any information technology system or service (including any cloud platform), other than the Department's IT Systems, used by the Provider or any Subcontractor in association with the delivery of the Services or to Access the Department's IT Systems. 'External IT System' includes a Provider IT System and any Third Party IT.

'External Systems Assurance Framework' or **'ESAF'** means the framework, as specified in any Guidelines, by which the Department gains assurance over External IT Systems, and includes requirements in relation to Provider IT System accreditation (such as Right Fit For Risk) and Third Party IT accreditation.

'Fair Work Ombudsman' means the Fair Work Ombudsman established under the *Fair Work Act 2009* (Cth) and includes any other entity that may, from time to time, perform the functions of the Fair Work Ombudsman.

'Fees' means any amounts payable by the Department under this Deed specified to be Fees and any amounts not expressly identified as a Reimbursement or an Ancillary Payment.

'Financial Incentive' means any payment by the Provider in relation to which the Provider may claim a Reimbursement for:

(a) any Youth Bonus Wage Subsidy; or

(b) Relocation Assistance.

'**Financial Quarter**' means any one of the following:

(a) 1 July to 30 September;

(b) 1 October to 31 December;

(c) 1 January to 31 March; or

(d) 1 April to 30 June.

'Financial Year' means a period from 1 July in one year to 30 June in the following year.

'Former Transition to Work Provider' means any entity contracted by the Commonwealth to provide Services under the *Transition to Work Deed 2016-2022*.

'Fraud' has the meaning given to that term in the Commonwealth Fraud and Corruption Control Framework 2024.

'Fraud and Corruption Control Plan' has the meaning given to that term in the Commonwealth Fraud and Corruption Control Framework 2024.

'Full-Time' means, for a Full-Time Site, a minimum of eight hours on each Business Day.

'Full-Time Site' means a Site that is specified to be a Full-Time Site in item 4.5 of SCHEDULE 1 – DEED AND BUSINESS DETAILS to this Deed.

'Group One Participant' means an Eligible Participant who:

(a) is receiving an Activity Tested Income Support Payment – excluding Youth Allowance (student);

(b) is assessed as being at higher risk of not successfully transitioning to Employment; and

(c) is not a Parent Pathways Participant.

Note: Subject to this Deed, the number of Group One Participants serviced by the Provider is unlimited and demand driven.

'Group Two Participant' means an Eligible Participant who is:

(a) a Parent Pathways Participant participating in the Services; or

(b) not already:

(i) participating in employment services; and

(ii) receiving an Activity Tested Income Support Payment,

and in the case of (b) either:

(c) has not been awarded a Year 12 Certificate or a Certificate III or higher; and

(i) has not worked an average of eight hours or more per week for the previous 4 weeks (no more than 32 hours in total), or as otherwise provided in any Guidelines; and

(ii) is either:

(A) of compulsory school age and has an approved exemption from legal requirements to attend school;

(B) not of compulsory school age and is not currently enrolled in secondary Education; or

(C) not of compulsory school age and currently enrolled in, but has not attended secondary Education for the previous 4 weeks, or as otherwise provided in any Guidelines;

(d) has been awarded a Year 12 Certificate or Certificate III or higher and has not engaged in Education or Employment for the previous six months or more since attainment of the Year 12 Certificate or Certificate III or higher; or

(e) is an Aboriginal or Torres Strait Islander person, irrespective of their level of Education, or their history of engagement in Education or Employment, and if they are of compulsory school age, has an approved exemption from legal requirements to attend school in the relevant jurisdiction.

'Group Respondent' means a group of two or more entities, however constituted, other than a partnership, which have entered into an arrangement for the purposes of jointly delivering the Services, and which may have appointed a lead member of the group with authority to act on behalf of all members of the group for the purposes of this Deed, as specified in the Particulars.

'GST' has the meaning as 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' means any guidelines issued by the Department, as described in this Deed, as amended by the Department.

'High Value Deed' means, for the purposes of the Indigenous Procurement Policy, a Deed where:

(a) the Services will be wholly delivered in Australia;

(b) the value of the Services is $7.5 million (GST inclusive) or more;

(c) more than half the value of the Deed is being spent in one or more of the industry sectors specified at the Indigenous Procurement Policy website (https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp); and

(d) the value of the Deed is not being spent in one of the sub-category industry sectors specified at the Indigenous Procurement Policy website (https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp).

Note: For the purposes of paragraph (c), employment services fall within the 'politics and civic affairs services' industry sector.

'Host Organisation' means an organisation that hosts an Activity, but does not include:

(a) an EST Provider in relation to its delivery of an EST Course;

(b) a Local Jobs Program Activity Host in relation to its delivery of a Local Jobs Program Activity;

(c) a Workforce Australia - Workforce Specialist in relation to its delivery of a Workforce Specialist Project;

(d) a Launch into Work Organisation in relation to its delivery of a Launch into Work Placement; or

(e) a SEE Provider in relation to its delivery of a SEE Training Course.

Note: For the avoidance of doubt, where applicable, a Host Organisation could include a Related Entity or the Provider.

'Host Organisation Agreement' means a written and signed agreement between the Provider and a Host Organisation (and, where relevant, the Participant) in relation to the provision of Activities, in accordance with any Guidelines.

'Hybrid Outcome' means:

(a) a 12 Week Hybrid Outcome; and

(b) a 26 Week Hybrid Sustainability Outcome.

'Inclusive Employment Australia' means the services provided under the Inclusive Employment Australia Deed 2025-2030 administered by the Department of Social Services.

'Inclusive Employment Australia Deed 2025-2030' means the agreement for the provision of Inclusive Employment Australia services with the Department of Social Services.

'Inclusive Employment Australia Provider' means a provider of services under the Inclusive Employment Australia Deed 2025-2030.

'Indigenous Australian' means an individual who:

(a) is identified as such on the Department's IT Systems; or

(b) identifies as an Aboriginal person or a Torres Strait Islander, in each case, as defined in section 4(1) of the *Aboriginal and Torres Strait Islander Act 2005* (Cth).

'Indigenous Enterprise' means an organisation that is 50 per cent or more owned by Aboriginal or Torres Strait Islander persons and is operating as a business.

'Indigenous Participation Plan' means the plan which sets out how the Provider will comply with the Indigenous Procurement Policy, including how the Provider will meet the Mandatory Minimum Requirements.

'Indigenous Procurement Policy' means the Commonwealth policy of that name, as amended from time to time, available at the Indigenous Procurement Policy website: https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp.

'Indigenous Procurement Policy Reporting Solution' or **'IPPRS'** means the online portal where the Provider reports on its compliance with the Indigenous Participation Plan, including the Provider's progress in meeting the Mandatory Minimum Requirements, for the purposes of the Indigenous Procurement Policy.

'Initial Interview' means an initial Contact between the Provider and a Participant in accordance with clause 95, and forms a part of the Initial Phase.

'**Initial Phase**' means a period from Commencement up to the first four weeks of a Participant's Period of Registration.

'Input Tax Credit' has the meaning given in section 195-1 of the GST Act.

'Insolvency Event' means that the Provider, any Material Subcontractor, any entity giving the guarantee under clause 26.3(b), and/or any party having or exercising control over the Provider or any Material Subcontractor:

(a) becomes externally administered for the purposes of:

(i) the Corporations Act or an external insolvency administrator is appointed to any such entity under the provisions of any companies or securities legislation of another jurisdiction;

(ii) any incorporated associations legislation of the Australian states and territories; or

(iii) the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth);

(b) fails to comply with a statutory demand in the manner specified in section 459F of the Corporations Act, and has not made an application to set aside such demand under section 459G of the Corporations Act;

(c) has, or is reasonably likely to have, a controller (as that term is defined in the Corporations Act) or mortgagee in possession appointed to its assets;

(d) if an individual, becomes bankrupt or has entered into a scheme of arrangement with their creditors;

(e) if an unincorporated entity or trust:

(i) an event of the kind referred to in paragraphs (a), (b), (c) or (d) occurs in respect of any of the partners, joint venturers or proprietors of such entity; or

(ii) a trustee in bankruptcy (or comparable person) is appointed to the assets and affairs of any of the partners, joint venturers or proprietors of such entity, or any of those partners, joint venturers or proprietors enter into an arrangement or composition with its or their creditors for the payment of their debts; or

(f) is otherwise unable to pay its debts as and when they fall due.

'Intellectual Property Rights' includes intellectual property rights, including the following rights:

(a) rights in relation to patents, copyright (including Moral Rights), circuit layout rights, trade marks (including goodwill in those marks), business names and any right to have confidential information (including trade secrets and know-how) kept confidential and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world;

(b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and

(c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere,

whether or not such rights are registered or capable of being registered.

'Interest' means simple interest calculated in respect of each calendar day from the day after the debt became due and payable, up to and including the day that the Provider effects full payment of the debt to the Commonwealth or a PT PCP Subcontractor (as relevant), using the following formula:

SI = UA x GIC x D:

where:

SI = simple interest amount;

UA = the unpaid amount;

GIC = for the purposes of clause 23.3, a rate determined by the Department that will be no higher than the 90 day bank-accepted bill rate (available from the Reserve Bank of Australia); or

for the purposes of clause 50.17, the general interest charge rate determined under section 8AAD of the *Taxation Administration Act 1953* (Cth) on the day payment is due, expressed as a decimal rate per day;

and

D = the number of days from the day after payment was due up to and including the day that payment is made. "The day that payment is made" is the day when the Provider's system generates a payment request into the banking system for

payment to the Commonwealth or the PT PCP Subcontractor (as relevant).

'Invalid Claim' means a claim by the Provider for a payment from the Department where the Provider was not entitled to the payment under this Deed.

'jobactive Provider' means any entity contracted to the Commonwealth to provide Employment Provider Services under the *jobactive Deed 2015-2022*.

'jobactive Provider Services' means Employment Provider Services provided under the jobactive Deed 2015-2022.

'Job Capacity Assessment' or **'JCA'** means an assessment conducted by Services Australia to determine eligibility for the Disability Support Pension and includes assessment of barriers to employment and work capacity.

'Job Coordinator' means either:

(a) an entity contracted by the Department; or

(b) a Department Employee,

that works with local communities, business, employment service and skills and training providers and other stakeholders to develop strategies for reskilling, upskilling and other interventions to help get people into work and/or on their pathway to employment and address employers' workforce needs.

'Job Placement' means a Vacancy or a position in an apprenticeship or a traineeship that is recorded or lodged on the Department's IT Systems by the Provider as being occupied by the Participant in accordance with this Deed.

'Job Placement Start Date' means:

(a) unless paragraphs (b) or (d) below apply, the date on which the Participant first commences in a Job Placement;

(b) if the Job Placement includes an initial Paid Induction Period, either:

  (i) the day on which the Participant first commences in the Job Placement; or

  (ii) the first day of continuous Employment following the Paid Induction Period, whichever the Provider selects; or

(c) if there is a Significant Increase in Income or a Significant Increase in Pre-existing Employment in relation to the Job Placement, the date of the relevant significant increase which the Provider records on the Department's IT Systems, or as otherwise specified in any Guidelines or advised by the Department; or

(d) for WorkFoundations Participants, the date on which they first commence in a Job Placement following completion of their WorkFoundations Placement.

'Job Plan' means the plan described in Section B2.3 – Job Plans, and which includes an employment pathway plan under the *Social Security Act 1991* (Cth) and a participation plan for Disability Support Pension Recipients (Compulsory Participation Requirements) under the *Social Security Act 1991* (Cth), or, if the *Social Security Act 1991* (Cth) is amended, any other such plans.

'Jobs and Skills Australia Website' means the website of that name that is owned and maintained by the Commonwealth and accessible via the internet (https://www.jobsandskills.gov.au/).

'Job Search' means an instance of active contact with a potential Employer to apply for a job, and includes a contact by phone or in person, by submitting a written application, or by attending a job interview.

Note: Relevant job vacancies do not need to have been publicly advertised to count as a Job Search. However, looking for job vacancies in newspapers or online does not count as a Job Search unless actual contact is made with the relevant potential Employer.

'Job Seeker Assessment Framework' or **'JSAF'** means the assessment framework as specified in Section B2.4 – Job Seeker Assessment Framework and any Guidelines, which informs Participants of the employment services that they are eligible for and supports them in making relevant choices. The JSAF is

intended to be ongoing and dynamic, to support Participant disclosure and engagement and to minimise reporting duplication for Participants. It uses analytics to personalise interventions and support.

'Job Seeker Classification Instrument' or **'JSCI'** means the statistical tool that determines a Participant's risk of becoming long term unemployed and is the core assessment mechanism in the Job Seeker Snapshot.

'Job Seeker Profile' means the functionality in the Department's IT Systems of that name (or such other name as advised by the Department from time to time) that captures key elements of a Participant's skills, qualifications and employment history for the purposes of enabling job matching and tailored job recommendations to be provided to Participants.

'Job Seeker Snapshot' means a questionnaire completed by the Participant, Services Australia or the Provider, the results of which informs the Participant of the employment services that they are eligible for and supports them in making relevant choices. It includes questions that determine the Participant's Job Seeker Classification Instrument score, support the Participant to make an informed decision when given a choice between Workforce Australia Online and Workforce Australia Services, and help identify if the Participant may require an Employment Services Assessment.

'Jobs, Land and Economy Program' means the Commonwealth program administered by the National Indigenous Australians Agency which aims to enhance Indigenous Australians economic rights, improve employment and pathways to jobs, foster Indigenous business and assist Indigenous people to generate economic and social benefits from effective use of their land and waters.

'Joint Charter' means the charter at ATTACHMENT 2 – JOINT CHARTER.

'Junior Employee' has the same meaning given to it under the *Fair Work Act 2009* (Cth).

'Key Performance Indicators' or **'KPIs'** means the indicators of that name, as specified in clause 83.2 and any Guidelines.

'Labour Market Insights Website' means the website of that name that is owned and maintained by the Commonwealth and accessible via the internet (https://labourmarketinsights.gov.au/).

'Launch into Work' means the Commonwealth pre-employment program of that name designed to build the skills of suitable Participants for identified employment opportunities.

'Launch into Work Organisation' means an organisation that hosts and/or coordinates a Launch into Work Placement.

'Launch into Work Placement' means a placement of a Participant into a Launch into Work project, arranged in accordance with clause 120 and any Guidelines.

'Liquidated Damages' means the amount that the Department may recover from a Provider in accordance with clause 56.

'Local Jobs Program' means the Commonwealth program of that name, administered by the Department, designed to help address current and future workforce needs of local communities through identified place-based strategies that can respond rapidly to an Employment Region's training and employment needs, and importantly, connect job seekers to local jobs.

'Local Jobs Program Activity' means an Activity provided by a Local Jobs Program Activity Host under the Local Jobs Program.

'Local Jobs Program Activity Host' means an entity that has an agreement with the Commonwealth to provide a Local Jobs Program Activity, amongst other things.

'Location' means a geographical area that the Provider is contracted to service under this Deed, as specified in item 4.2 of SCHEDULE 1 – DEED AND BUSINESS DETAILS, comprised of one or more postcodes set out in APPENDIX A of SCHEDULE 1 – DEED AND BUSINESS DETAILS to this Deed.

'Loss' means any liability, loss, damage, cost and/or expenses (including legal costs on a full indemnity basis) incurred or suffered.

'Mandatory Minimum Requirement' means any requirement of that name as set out in the Indigenous Participation Plan, or as otherwise advised by the National Indigenous Australians Agency.

'Material' includes equipment, software (including source code and object code), goods, and Records stored by any means including all copies and extracts of the same.

'Material Subcontractor' means any Subcontractor of the Provider subcontracted to perform a substantial part (as determined by the Department) of the Services.

'Modern Award' means a modern award made under Part 2-3 of the *Fair Work Act 2009* (Cth).

'Moral Rights' has the meaning given to the term 'moral rights' by the *Copyright Act 1968* (Cth).

'Mutual Obligation Requirement' means any requirement that a Participant must meet in order to receive an Income Support Payment, including a requirement that, if not complied with, would be:

(a) a Mutual Obligation Failure;

(b) a Work Refusal Failure;

(c) an Unemployment Failure; or

(d) a failure to meet a Reconnection Requirement,

under the Social Security Law.

'**My Skills Website**' means the website of that name that is owned and maintained by the Commonwealth and accessible via the internet (https://www.myskills.gov.au/).

'National Minimum Wage' means the national minimum wage as set in a national minimum wage order made under Part 2-6 of the *Fair Work Act 2009* (Cth).

'National Principles for Child Safe Organisations' means the National Principles for Child Safe Organisations, endorsed by the Council of Australian Governments as published by the Commonwealth (available at: https://humanrights.gov.au/).

'New Employment Services Trial' or **'NEST'** means the trial, administrated by the Department, that tested key aspects of the New Employment Services.

'NEST Provider' means any entity contracted by the Commonwealth to provide Services under the *New Employment Services Trial Deed 2019-2022*.

'Non-Payable Outcome' means any non-payable Outcome specified in any Guidelines.

'Non-vocational Barriers' means the range of barriers that can prevent an individual from obtaining and sustaining Employment or Education or from undertaking further skills development, including homelessness, mental illness, drug or alcohol addiction, sexual abuse or violence and physical or mental abuse.

'Notice' means a notice given in accordance with clause 77.

'Notifiable Incident' has the meaning given in the WHS Act.

'Objective' means the objectives for the Services specified in clause 78, and any objectives specified in the request for tender for this Deed.

'Observational Work Experience Placement' means a short-term, observational, unpaid work experience placement that meets the eligibility requirements for an Observational Work Experience Placement as specified under clause 117 and any Guidelines.

'Online Learning Modules' means a suite of Australian online training modules provided by the Department which Participants can access to help them develop skills needed to improve their job searching ability and engage in the labour market.

'Other Service' means:

(a) Parent Pathways;

(b) Workforce Australia Services;

(c) Inclusive Employment Australia; or

(d) any other service specified as an Other Service in any Guidelines.

'Other Service Provider' means:

(a) Parent Pathways Provider;

(b) Workforce Australia Employment Services Provider;

(c) Inclusive Employment Australia Provider; or

(d) any other entity specified to be an Other Service Provider in any Guidelines.

'Outcome' means an Employment Outcome, Education Outcome, Hybrid Outcome, or a Sustainability Outcome as specified in Table 1 – Outcome Requirements at ANNEXURE B1 – OUTCOMES.

'Outcome Completion Date' means the completion date for an Outcome as specified in Column C of Table 1 – Outcome Requirements at ANNEXURE B1 – OUTCOMES.

'Outcome Description' means the description of an Outcome as specified in Column D of Table 1 – Outcome Requirements at ANNEXURE B1 – OUTCOMES.

'Outcome Payment' means a Fee payable for:

(a) an Employment Outcome as set out in Table 2 – Outcome Payments in ANNEXURE B2 – PAYMENTS;

(b) an Education Outcome as set out in Table 2 – Outcome Payments in ANNEXURE B2 – PAYMENTS;

(c) a Sustainability Outcome as set out in Table 2 – Outcome Payments in ANNEXURE B2 – PAYMENTS; or

(d) a Hybrid Outcome as set out in Table 2 – Outcome Payments in ANNEXURE B2 – PAYMENTS.

'Outcome Period' means the period from the relevant Outcome Start Date to the relevant Outcome Completion Date (inclusive) for an Outcome.

'Outcome Start Date' means the start date for an Outcome as specified in Column B of Table 1 – Outcome Requirements at ANNEXURE B1 – OUTCOMES.

'Outreach' means, for an Outreach Site, a regular presence other than Part-Time or Full-Time - for example, on a fortnightly, monthly, seasonal or 'as the need arises' basis.

'Outreach Site' means a Site that is specified to be an Outreach Site in item 4.5 of SCHEDULE 1 – DEED AND BUSINESS DETAILS to this Deed.

'Own Organisation' means the Provider or that part of the Provider that delivers Services under this Deed.

'Paid Induction Period' is a period before the start of continuous Employment of a Participant where the Participant undergoes associated job training supported by the Employer and where the Employer remunerates the Participant in compliance with all applicable legislation.

'Parent Pathways' means the Commonwealth program of that name (or such other name as advised by the Department), administered by the Department.

'Parent Pathways Deed' means the Parent Pathways Deed 2024-2027, being an agreement for the provision of Parent Pathways services with the Commonwealth.

'Parent Pathways Participant' means a Participant who is participating in Parent Pathways as identified on the Department's IT Systems or as otherwise advised by the Department.

'Parent Pathways Provider' means any entity that is a party to a Parent Pathways Deed.

'Participant' means any individual who is identified on the Department's IT Systems as an Eligible Participant for receiving Transition to Work Services, and includes a Group One Participant, Group Two Participant, a Participant (Mutual Obligation), Parent Pathways Participant, Participant (Voluntary), a Disability Support Pension Recipient (Compulsory Participation Requirements), Transitioned Participant and any other individual identified as a Participant in any Guidelines.

'Participant (Mutual Obligation)' means a Participant with Mutual Obligation Requirements, including any Participant as specified in any Guidelines, but excluding a Disability Support Pension Recipient (Compulsory Participation Requirements).

'Participant (Voluntary)' means a Participant who:

(a) is subject to an Exemption;

(b) has part-time Mutual Obligation Requirements and is fully meeting their Mutual Obligation Requirements;

(c) has a temporary reduced work capacity of less than 15 hours per week, as determined by an ESAt or JCA, for the period determined by an ESAt or JCA;

(d) is a PCW Participant with a current and future work capacity of less than 15 hours per week;

(e) is a Parent Pathways Participant; or

(f) is otherwise identified by the Department as being a Participant (Voluntary),

and volunteers to participate in additional activities.

'Participant Risk Assessment' means a risk assessment in relation to a Participant's involvement in a Specified Activity undertaken and updated in accordance with any Guidelines.

'Participant Sourced Voluntary Work' means Voluntary Work that a Participant has identified and secured for themselves, including Voluntary Work that the Participant identifies and secures for themselves with a Host Organisation.

'Participation Requirement' means the requirement, specified in any Guidelines or otherwise Notified as such by the Department, as to the number of hours that a Participant must undertake Activities.

'Particulars' means the document of that name in which the Parties execute this Deed.

'Part-Time' means, for a Part-Time Site, set weekly hours on Business Days with hours of operation less than Full-Time, as agreed with the Department.

'Part-Time Site' means a Site that is specified to be a Part-Time Site in item 4.5 of SCHEDULE 1 – DEED AND BUSINESS DETAILS to this Deed.

'Party' means a party to this Deed.

'Payment' means any Fee, Reimbursement or Ancillary Payment payable under this Deed.

'PCW Participant' means a Participant with a Partial Capacity to Work.

'Performance Improvement Plan' means a performance improvement plan prepared by the Provider in accordance with any Guidelines and agreed to by the Department.

'Performance Period' means each consecutive six month period during the term of this Deed, unless otherwise advised by the Department.

'Period of Registration' means the continuous period of time of that name, as specified in the Department's IT Systems, during which a Participant is serviced by the Provider in the Services, beginning on the Participant's Commencement, and which is halted while the Participant is Suspended, and which ends when the Participant is:

(a) transferred from the Provider in accordance with this Deed; or

(b) Exited.

'Period of Service' means the period of time of that name specified in the Department's IT Systems that a Participant is in Transition to Work, and which:

(a) begins when the Participant commences in Transition to Work;

(b) halts when the Participant is Suspended;

(c) ends when the Participant Exits;

(d) is up to 18 months; and

(e) may be extended to 24 months in accordance with clause 102.1(b)(i) or clause 102.1(b)(iii).

'Period of Unemployment' means the period of time of that name, and which is effectively the period that:

(a) begins on the date on which a Participant registers with Services Australia or Directly Registers with the Provider, as relevant; and

(b) ends as specified in the Department's IT Systems.

'Permissible Break' means, where a Participant is working towards the achievement of an Outcome, a period of time during which the Participant has a break in Employment and/or Education caused by a situation which is outside the control of the Participant or the Provider and which satisfies the requirements specified in any Guidelines.

'Personal Information' has the same meaning as under section 6 of the Privacy Act.

'Personnel' means:

(a) in relation to the Provider, any individual who is an officer, employee, volunteer or professional advisor of the Provider; and

(b) in relation to any other entity, any individual who is an officer, employee, volunteer or professional advisor of the entity.

'Place' means a funded unit of servicing that the Provider must use in accordance with this Deed and as at the Deed Commencement Date, the amount allocated to the Provider is specified in item 4.3 of SCHEDULE 1 – DEED AND BUSINESS DETAILS to this Deed and may be varied in accordance with this Deed.

'Post-placement Support' means support and assistance provided to Participants and/or Employers to help sustain the Employment of a Participant following a relevant Job Placement and may include the provision of mentoring and coaching, work-related training, work-related equipment and attire and other relevant support.

'Pre-existing Employment' means a position in Employment, Unsubsidised Self Employment, an apprenticeship or traineeship occupied by the Participant prior to them receiving Services from any Provider.

'Privacy Act' refers to the *Privacy Act 1988* (Cth).

'Program Assurance Activities' refers to activities that may be conducted at any time, to assist the Department in determining whether the Provider is meeting its obligations under this Deed, including any Guidelines.

'Protected Information' has the same meaning as under section 23 of the *Social Security Act 1991* (Cth).

'Provider' means the entity or entities specified in the Particulars and contracted under this Deed, and includes its or their Personnel, successors and assigns.

'Provider Exit' means the mandatory exiting of a Participant from Transition to Work by the Provider, through recording the Exit and the relevant reasons on the Department's IT Systems, in accordance with any Guidelines, including:

(a) where the Participant:

(i) ceases to participate appropriately in Transition to Work or to meet their Participation Requirements, as determined by the Provider;

(ii) advises the Provider that they no longer wish to participate in Transition to Work;

(iii) ceases to meet the eligibility criteria for Services as specified in any Guidelines;

(iv) commences in an Excluded Program;

(v) is a Parent Pathways Participant and the Provider assesses that the Participant is unsuitable for Services, in accordance with any Guidelines;

(vi) at the end of their Period of Service, has not Commenced in a Vacancy, apprenticeship, traineeship or Education that is sufficient to meet the requirements for an Outcome, if an Effective Exit has not already occurred;

(vii) is a Principal Carer with part-time Participation Requirements and is fully meeting their Participation Requirements through Education or Employment;

(viii) has Partial Capacity to Work and is fully meeting their Partial Capacity to Work through Education or Employment; or

(ix) meets any other circumstances specified in any Guidelines as requiring a Provider Exit; or

(b) where an Outcome Start Date occurs prior to the end of the Participant's Period of Service and, after the end of their Period of Service, the Participant:

(i) achieves an Outcome and any further Outcomes specified in any Guidelines or as otherwise advised by the Department; or

(ii) ceases to progress towards an Outcome, if an Effective Exit has not already occurred.

'Provider IT System' means an information technology system or service (including any cloud platform) used by the Provider or any Subcontractor in association with the delivery of the Services or to Access the Department's IT Systems.

'Provider Lead' means the individual for the time being holding, occupying or performing the duties of the position specified in item 1 of SCHEDULE 1 – DEED AND BUSINESS DETAILS, who has authority to receive and sign Notices and written communications for the Department under this Deed.

'Provider Performance and Quality Framework' means the framework set out in any Guidelines designed to assess, address, recognise and improve / or assess and improve the performance of Providers in delivering the Services.

'Provider Records' means all Records, except Commonwealth Records, in existence prior to the Deed Commencement Date:

(a) incorporated in;

(b) supplied with, or as part of; or

(c) required to be supplied with, or as part of,

the Deed Records.

'Provider Sourced Voluntary Work' means Voluntary Work that the Provider has identified and secured for a Participant, including Voluntary Work that the Provider itself arranges with a Host Organisation.

'PT PCP' means the Commonwealth's 'Payment Times Procurement Connected Policy'.

'PT PCP Evaluation Questionnaire' means a questionnaire in substantially the form of Appendix C of the PT PCP.

'PT PCP Policy Team' means the Minister, department or authority that administers or otherwise deals with the PT PCP on the relevant day.

'PT PCP Protected Information' has the meaning given to the term 'protected information' in the PTR Act.

'PT PCP Purpose' means:

(a) the review, evaluation, monitoring, assessment and reporting on the PT PCP, including Reporting Entities' compliance with the PT PCP; or

(b) improving payment times to PT PCP Subcontractors.

'PT PCP Remediation Plan' means a written remediation plan substantially in the form of Appendix D of the PT PCP.

'PT PCP Subcontract' means a Subcontract between the Provider and another party (Other Party), but only where the Provider is a Reporting Entity and:

(a) the Subcontract is (wholly or in part) for the provision of goods or services for the purposes of the Deed;

(b) the parties are carrying on business in Australia; and

(c) the component of the Subcontract for the provision of goods or services for the purposes of the Deed has a total value of less than (or is reasonably estimated will not exceed) $1,000,000 (GST inclusive) during the period of the Subcontract, not including any options, extensions, renewals or other mechanisms that may be executed over the life of the Subcontract,

but does not include the following Subcontracts:

(a) Subcontracts entered into prior to the Provider's tender response for this Deed;

(b) Subcontracts which contain standard terms and conditions put forward by the Other Party and which cannot reasonably be negotiated by the Provider; or

(c) Subcontracts for the purposes of:

(i) procuring and consuming goods or services overseas; or

(ii) procuring real property, including leases and licences.

'PT PCP Subcontractor' means any entity that is entitled to receive payment for the provision of goods or services under a PT PCP Subcontract.

'PTR Act' means the *Payment Times Reporting Act 2020* (Cth), and includes a reference to any subordinate legislation made under the Act.

'Public Sector Data' has the meaning given to that term in section 9 of the *Data Availability and Transparency Act 2022* (Cth).

'RapidConnect' means the requirement under the Social Security Law and the Social Security Guide that requires a person claiming JobSeeker Payment or Youth Allowance, to attend an interview with their employment services provider in order for their Income Support Payment to become payable.

'Records' means documents, information and data stored by any means and all copies and extracts of the same, and includes Deed Records, Commonwealth Records and Provider Records.

'Records Management Instructions' means any Guidelines provided by the Department in relation to the management, retention and disposal of Records.

'Referral' or **'Referred'** means a referral of a Participant to the Provider through the Department's IT Systems, including by Services Australia or the Department.

Note: As indicated in clause 88.1(a), Referral of a Participant includes:

(a) when the Participant is transitioned to the Provider by the Department from a Former Transition to Work Provider, jobactive Provider or a NEST Provider at the start of this Deed;

(b) following an online assessment, or an assessment by Services Australia, that has determined the Participant is eligible for the Services;

(c) when the Participant moves from an Other Service or Workforce Australia Online, including where an eligible Workforce Australia Services Online Participant requests to be moved to the Services; or

(d) when the Participant is transferred to the Provider from another Workforce Australia - Transition to Work (TtW) Provider.

'Referral Cap' means, for the Term of this Deed and in relation to each Employment Region, a cap of no more than 50 per cent of the total referrals made by the Provider:

(a) to one or more EST Providers who are its Own Organisation, a Related Entity or a Subcontractor; and

(b) which have resulted in a commencement of a Participant with the EST Provider(s), as relevant.

'Referring Provider' means a Workforce Australia Employment Services Provider or any other entity specified as a Referring Provider in any Guidelines, who refers a Participant.

'Register', **'Registration'** or **'Registered'** means the act of registering the creation or activation of a Participant's record on the Department's IT Systems.

'Registered Training Organisation' means a registered training organisation registered by either:

(a) the Australian Skills Quality Authority (Commonwealth); or

(b) the Registration and Qualifications Authority (Victoria); or

(c) the Training Accreditation Council (Western Australia),

as recorded on the national register of registered training organisations contained at training.gov.au.

'Regulator' means the individual who is the regulator within the meaning of the WHS Act.

'Reimbursement' means any amounts payable by the Department under this Deed as a reimbursement, or such other payments that may be Notified by the Department to be a reimbursement.

'Related Entity' means:

(a) those parts of the Provider other than Own Organisation;

(b) 'entities connected with a corporation' as defined in section 64B of the Corporations Act with the word 'Provider' substituted for every occurrence of the word 'corporation' in that section;

(c) an entity that:

(i) can control, or materially influence, the Provider's activities or internal affairs;

(ii) has the capacity to determine, or materially influence, the outcome of the Provider's financial and operating policies; or

(iii) is financially interested in the Provider's success or failure or apparent success or failure;

(d) if the Provider is a company, an entity that:

(i) is a holding company of the Provider;

(ii) is a subsidiary of the Provider;

(iii) is a subsidiary of a holding company of the Provider;

(iv) has one or more Directors who are also Directors of the Provider; or

(v) without limiting paragraphs (d)(i) to (d)(iv) of this definition, controls the Provider; or

(e) an entity, where a familial or spousal relationship between the principals, owners, Directors, officers or other like individuals exists between that entity and the principals, owners, Directors, officers or like individuals of the Provider.

'Relocation Assistance' means a payment made by the Provider to or on behalf of a Participant in accordance with this Deed and any Guidelines, for relocating to participate in Employment.

'Remote Australia Employment Service' means the Commonwealth program of that name, or such other name as advised by the National Indigenous Australians Agency from time to time.

'Report' means Deed Material that is provided to the Department for the purposes of reporting on the Services.

'Reporting Entity' has the meaning given to this term in the PTR Act.

'Reporting Entity Subcontract' means any Subcontract to which the Provider and/or a Reporting Entity Subcontractor are parties.

'Reporting Entity Subcontractor' means any entity that:

(a) is a Reporting Entity; and

(b) provides goods or services directly or indirectly to the Provider for the purposes of Deed where the value of such goods or services are estimated to exceed $4,000,000 (GST inclusive).

'RFFR Accreditation' means that the Provider or a Related Entity has been certified by the Department as meeting the requirements of RFFR.

'Right Fit For Risk' or **'RFFR'** means the Department's risk-based approach to cyber security for employment services providers. It includes requirements in relation to Provider IT System accreditation, associated timelines, standards and guidelines and is available on the Department's IT Systems or at such other location as advised by the Department from time to time. The RFFR approach forms part of the ESAF.

'Risk Assessment' means, as relevant, an Activity Risk Assessment and/or a Participant Risk Assessment.

'Satisfactory' means that a Statement of Tax Record meets the conditions set out in Part 6.b of the Shadow Economy Procurement Connected Policy or, if the circumstances in Part 6.c of the Shadow Economy Procurement Connected Policy apply, the conditions set out in Part 8.b of the Shadow Economy Procurement Connected Policy.

'Schedule' means a schedule to this Deed.

'Security Contact' means one or more Personnel with responsibility:

(a) for ensuring the Provider's compliance with the Department's Security Policies;

(b) to use the online identity and access management tool to manage system access; and

(c) to communicate with the Department in relation to IT security related matters.

'SEE Eligible Participant' means a Participant who meets the eligibility requirements for SEE as specified in any Guidelines.

'SEE Provider' means a Registered Training Organisation that delivers SEE Training Courses.

'SEE Training Course' means a training course delivered by a SEE Provider.

'Self-Booking' means where a Workforce Australia Services Online Participant registers themselves with the Provider to undertake Sessions in accordance with any Guidelines, and **'Self Book'** has an equivalent meaning.

'Self-help Facilities' means personal computers or similar devices with broadband internet connectivity, printers and other sundry equipment and local area wireless technology that allows an electronic device to exchange data or connect to the Internet (i.e. Wi-Fi access) at no charge to Participants in accordance with any specifications that may be Notified by the Department from time to time and any Guidelines.

'Service Delivery Plan' means the document of that name for each Employment Region at Schedule 2 to this Deed, which has been developed by the Provider and approved by the Department in accordance with clause 82 of this Deed.

'Service Guarantee' means a set of minimum service standards for the Services at ATTACHMENT 3 – SERVICE GUARANTEE.

'Service Period' means, subject to any contrary stipulation in this Deed, the period from the Deed Commencement Date to 30 June 2027.

'Services' means:

(a) Transition to Work Services;

(b) any additional services to be provided by the Provider under clause 16; and

(c) any other services reasonably related or required to be provided by the Provider for the proper provision of the Services under this Deed.

'Services Australia' means the Australian Government agency known as Services Australia, or any other name advised by the Department from time to time, and includes its officers, delegates, employees, contractors and agents.

'Services Australia Fortnight' means the period determined under section 43(1)(b) of the *Social Security (Administration) Act 1999* (Cth) that applies to a Participant.

'Session' means a Youth Advisory Session.

'Session Participant' means a Workforce Australia Services Online Participant who Self-Books with the Provider, or is allocated to the Provider, to undertake Youth Advisory Sessions.

'Shadow Economy Procurement Connected Policy' means the Shadow economy – increasing the integrity of government procurement: Procurement connected policy guidelines October 2024 available at https://treasury.gov.au/publication/p2019-t369466.

'Significant Increase in Income' means circumstances where a Participant:

(a) participates in Employment, Unsubsidised Self Employment, an apprenticeship or a traineeship that:

  (i) was first occupied by the Participant during their current Period of Unemployment;

  (ii) did not satisfy a 12 Week Period Employment Outcome because the income earned or hours worked were insufficient to satisfy the Outcome requirements for the relevant Employment Outcome; and

  (iii) is not Pre-existing Employment; and

(b) generates sufficient income from Employment, Unsubsidised Self Employment, an apprenticeship or a traineeship to have caused the Participant's Maximum Basic Rate of Income Support Payment to cease.

'Significant Increase in Pre-existing Employment' means circumstances where the income received or hours worked (as relevant) by the Participant from Pre-existing Employment increases:

(a) after they commenced receiving Transition to Work Services from any Transition to Work Services Provider;

(b) to the level of income or hours described at the relevant paragraph (a) to (f) at column D of row 1 of Table 1 – Outcome Requirements at ANNEXURE B1 – OUTCOMES; and

(c) as specified in any Guidelines or advised by the Department.

'Site' means the one or more physical locations in an Employment Region specified in item 4.4 of SCHEDULE 1 – DEED AND BUSINESS DETAILS to this Deed.

'Skills for Education and Employment' or **'SEE'** means the Commonwealth program of that name that provides language, literacy, numeracy and digital literacy training to eligible Participants, with the expectation that such improvements will enable them to participate more effectively in training or in the labour force.

'Social Security Appeals Process' means reviews and appeals of decisions made under the *Social Security Act 1991 (Cth)* or *Social Security (Administration) Act 1999* (Cth).

'Social Security Guide' means the guidelines published by the Department of Social Services, (https://guides.dss.gov.au/social-security-guide).

'Social Security Law' means:

(a) the *Social Security Act 1991* (Cth);

(b) the *Social Security (Administration) Act 1999* (Cth);

(c) any other act, or provision of an act, that is expressed to form part of the social security law for the purposes of an act referred to in paragraph (a) or (b); and

(d) includes all relevant subordinate legislation and instruments made under an act or provision referred to in paragraph (a), (b) or (c).

'Specified Activity' means an Observational Work Experience Placement, Launch into Work Placement, Local Jobs Program Activity (if advised by the Department that the Local Jobs Program Activity is a Specified Activity), Provider Sourced Voluntary Work and any other Activity specified as such in any Guidelines.

'Specified Complementary Program' means a Complementary Program specified in any Guidelines as being subject to clause 137.9.

'Statement of Tax Record' means a statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1%23Requesting_an_STR.

'Subcontract' means any arrangement entered into by the Provider under which some or all of the Services under this Deed are provided by another entity.

'Subcontractor' means any party which has entered into a Subcontract with the Provider, including a Material Subcontractor and includes the party's Personnel, successors and assigns as relevant.

'Supervisor' means an individual who has the responsibility for the Supervision of Participants engaged in an Activity.

'Supervision' means the action or process of directly monitoring and managing Participants participating in Activities.

'Suspend' or **'Suspended'** means the act of imposing a Suspension.

'Suspension' means a period of time of that name as specified in the Department's IT Systems, during which a Participant is not obliged to participate in Transition to Work Services.

'Sustainability Outcome' means:

(a) 26 Week Employment Sustainability Outcome; and

(b) 26 Week Hybrid Sustainability Outcome.

'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.

'Temporary Income Suspension' means the suspension of a Participant's Income Support Payment by Services Australia for non-attendance at an Initial Interview.

'Term of this Deed' refers to the period described in clause 3.1.

'Third Party Employment and Skills System' or **'TPES System'** means any Third Party IT used in association with the delivery of the Services, whether or not that Third Party IT Accesses the Department's IT Systems, and where that Third Party IT contains program specific functionality or modules.

'Third Party IT' means any:

(a) information technology system (including any cloud platform) developed and managed; or

(b) information technology service provided,

by a Third Party IT Vendor and used by the Provider or any Subcontractor in association with the delivery of the Services or to Access the Department's IT Systems. 'Third Party IT' includes a Third Party Employment and Skills System and a Third Party Supplementary IT System.

'Third Party IT Vendor' means an entity contracted by the Provider to provide information technology systems or services to the Provider in association with the delivery of the Services, whether or not the entity is a Subcontractor, and includes as relevant, its Personnel, successor and assigns, and any constituent entities of the Third Party IT Vendor's organisation. A 'Third Party IT Vendor' includes a cloud services vendor, an infrastructure as a service vendor, a software as a service vendor, a platform as a service vendor, an applications management vendor, and also any vendor of infrastructure (including servers and network hardware) used for the purpose of Accessing or storing Records.

'Third Party IT Vendor Deed' means an agreement between a Third Party IT Vendor that provides or uses a Third Party Employment and Skills System and the Department in the terms and form as specified by the Department from time to time.

'Third Party Material' means Material that is:

(a) owned by any entity other than a Party; and

(b) included in, embodied in, or attached to:

  (i) the Deed Material; or

  (ii) the Services or is otherwise necessarily related to the functioning or operation of the Services.

'Third Party Supplementary IT System' or **'TPSITS'** means any Third Party IT used in association with the delivery of the Services, where that Third Party IT:

(a) does not Access the Department's IT Systems; and

(b) does not contain program specific functionality or modules.

'Training Block 1 Course' means a course of that name delivered by EST Providers that is designed to equip young job seekers with pre-employment skills and prepare them to meet the expectations of Employers.

'Training Block 2 Course' means a course of that name delivered by EST Providers that is designed to equip young job seekers with advanced job hunting, career development and interview skills.

'Transition Date' means the date on which a Transitioned Participant is transferred to the Provider in the Department's IT Systems, or as otherwise Notified by the Department.

'Transition Period' means any period of time leading up to the expiry, termination or reduction in scope of this Deed, and Notified by the Department to the Provider under clause 59.1.

'Transitioned Participant' means an individual identified as transitioned to the Provider by the Department's IT Systems.

'Transition to Work' means the Commonwealth program of that name (or such other name as advised by the Department), administered by the Department.

'Transition to Work Services' means the services set out in PART B – SERVICES REQUIREMENTS of this Deed.

'Unsubsidised Self-Employment' means self-employment where a Participant does not receive a personal income subsidy of any kind.

'Unsuitable' means that a position is, in accordance with any Guidelines:

(a) a position, including a retail position, involving nudity or in the sex industry;

(b) a position in volunteer work, work experience or unpaid work;

(c) except in relation to wage rates, a position in contravention of Commonwealth, state or territory legislation or which involves terms and conditions of employment which are inconsistent with the relevant workplace relations laws, or any instrument made under such laws;

(d) in relation to wage rates, a position sourced by the Provider where the wage rate paid is not at least equivalent to (as relevant):

  (i) the minimum rate prescribed in any Modern Award that covers or applies to the position; or

  (ii) if no Modern Award covers or applies to the position, the National Minimum Wage;

(e) a position in a training course;

(f) a position in a program funded by the Commonwealth or by a state or territory government as advised by the Department;

(g) in another country, regardless of whether the salary is paid in Australian dollars or by an Australian company;

(h) a position involving illegal activity;

(i) a position involving income or funds from gambling deemed to be inappropriate by the Department;

(j) a position that pays a commission as either the entire remuneration or part of the remuneration, except where the commission being paid to the Participant is in addition to an amount which is paid to the Participant in accordance with any applicable Commonwealth, state or territory legislation and any applicable Modern Award or the National Minimum Wage; or

(k) a position that the Department has advised is not acceptable.

'Upfront Payment' means a payment made under clause 136.

'Vacancy' means:

(a) a vacant position for:

  (i) paid Employment with an Employer; or

  (ii) Unsubsidised Self-Employment; or

(b) Pre-existing Employment,

that is not Unsuitable.

'Valid' means valid in accordance with Part 7.e of the Shadow Economy Procurement Connected Policy.

'Vocational Barrier' means a lack of appropriate training, skills or qualifications for Employment.

'Voluntary Work' means an Activity which meets the criteria specified by the Department for voluntary work in any Guidelines and provides Participants with opportunities to gain personal and workplace skills that will directly improve their Employment prospects.

'Warranted Material' means any:

(a) Existing Material;

(b) Third Party Material; and

(c) Deed Material.

'WHS Act' means the *Work Health and Safety Act 2011* (Cth) and any 'corresponding WHS law' as defined in section 4 of the *Work Health and Safety Act 2011* (Cth).

'WHS Entry Permit Holder' has the same meaning as that given in the WHS Act.

'WHS Laws' means the WHS Act, WHS Regulations and all relevant state and territory work, health and safety legislation.

'WHS Regulations' means the regulations made under the WHS Act.

'Workforce Australia' means the Australian Government's single consolidated masterbrand for employment services.

'Workforce Australia Employment Services Provider' means any entity contracted by the Commonwealth to provide services under the Workforce Australia Services Deed of Standing Offer 2022 - 2028.

'Workforce Australia Online' means services provided by the Department through a digital employment services platform and the Digital Services Contact Centre.

'Workforce Australia Services' means the employment services provided by a Workforce Australia Employment Services Provider.

'Workforce Australia Services Online Participant' means an individual who is identified as a Workforce Australia Services Online Participant in the Department's IT Systems.

'Workforce Australia Services Participant' means a Participant who is identified as a Workforce Australia Services Participant in the Department's IT Systems.

'Workforce Australia - Transition to Work Deed' or **'Workforce Australia - TtW Deed'** means the Workforce Australia -Transition to Work Deed 2022 - 2027, being an agreement for the provision of the Transition to Work with the Department.

'Workforce Australia - Transition to Work (TtW) Provider' means an entity that is a party to a Workforce Australia - Transition to Work Deed.

'Workforce Australia - Workforce Specialist' means an entity engaged through a panel arrangement to deliver projects to connect job seekers to labour market opportunities in identified key industries and occupations as outlined in a Workforce Connections: Workforce Specialist Project Framework.

'Workforce Connections: Workforce Specialist Project Framework' means the document of that name which informs and guides the identification, development and delivery of Workforce Specialist Projects.

'Workforce Specialist Project' means any project set up by a Workforce Australia - Workforce Specialist in accordance with any Guidelines.

'WorkFoundations Employer' means an Employer that has been funded under the WorkFoundations Program for, and agreed to provide, a WorkFoundations Placement in accordance with the WorkFoundations Grant Agreement 2025 to 2027.

'WorkFoundations Participant' means a Participant who satisfies the minimum eligibility requirements for a WorkFoundations Placement as set out in any Guidelines and is referred to, and accepted by, a WorkFoundations Employer for a WorkFoundations Placement.

'WorkFoundations Participant Handbook' means the document of that name created by the Provider in accordance with any Guidelines and in collaboration with the relevant approved WorkFoundations Employer and the relevant Participant, which details the relevant WorkFoundations Placement.

'WorkFoundations Placement' means a paid placement with a WorkFoundations Employer for a period of up to six (6) months as specified in the Department's IT Systems.

'WorkFoundations Program' means the Commonwealth program of that name administered by the Department designed to provide long term unemployed people with the experience of earning real wages in a secure job that suits their skills, interests and needs.

'Working With Children Check' means the process specified in, or pursuant to, relevant Working with Children Laws to screen an individual for fitness to work with Children.

'Working with Children Laws' means the:

(a) *Child Protection (Working with Children) Act 2012* (NSW);

(b) *Working with Children (Risk Management and Screening) Act 2000* (Qld);

(c) *Working with Children (Criminal Record Checking) Act 2004* (WA);

(d) *Worker Screening Act 2020* (Vic);

(e) *Child Safety (Prohibited Persons) Act 2016* (SA);

(f) *Working with Vulnerable People (Background Checking) Act 2011* (ACT);

(g) *Care and Protection of Children Act 2007* (NT);

(h) *Registration to Work with Vulnerable People Act 2013* (Tas); and

(i) any other legislation that provides for the checking and clearance of people who work with Children.

'Work Readiness' means possessing the core skills and behaviours required by Employers, including:

(a) teamwork skills;

(b) communication skills; and

(c) a positive attitude and work ethic, including motivation, reliability and a willingness to work.

'Youth Advisory Session' means a one hour session that provides guidance to a Session Participant on how to enhance and maintain their work readiness and reduce the risk of prolonged unemployment in accordance with any Guidelines.

'Youth Advisory Session Provider Payment' means an amount payable by the Department to the Provider in accordance with clause 140.

'Youth Bonus Wage Subsidy' means the Wage Subsidy of that name identified in any Guidelines.

'Youth Bonus Wage Subsidy Agreement' means an agreement for the purposes of a Youth Bonus Wage Subsidy substantially in a form specified by the Department.

'Youth Bonus Wage Subsidy Employer' means an Employer who meets the eligibility requirements for a Youth Bonus Wage Subsidy as specified in any Guidelines.

'Youth Bonus Wage Subsidy Participant' means a Participant who meets the eligibility requirements for a Youth Bonus Wage Subsidy as specified in any Guidelines.

'Youth Bonus Wage Subsidy Placement' means an Employment position that meets the eligibility requirements for a Youth Bonus Wage Subsidy as specified in any Guidelines.

'Youth Space' means a dedicated space that the Provider must make available to contribute to the safety, privacy and comfort of young Participants when engaging with the Provider.

Australian Government

Workforce Australia

Joint Charter – Workforce Australia

The department and providers contracted to deliver employment and related services agree to act in accordance with the principles and joint expectations in this Charter.

We will work together to deliver quality services that are respectful, connected, simple and supported.

These principles will apply to the way we work together, and how we all contribute to high quality, tailored and effective employment and related services for individuals and employers.



Respectful

Providers are empowered to deliver personalised, innovative and flexible services that are culturally appropriate and tailored to the needs of individuals and businesses.

Local and national experience and expertise is recognised and harnessed to deliver effective services to individuals and businesses.

Service quality is valued, with integrity and respect afforded to all stakeholders.

Actions are taken in good faith, including the exercise of rights and responsibilities under deeds and guidelines.

Issues are resolved collaboratively through cooperation and informal dispute resolution processes in the first instance.

Connected

Engagement is proactive, timely and fit for purpose to support the objective of the services.

Digital delivery supports service delivery to individuals and employers, and maximise return on investments.

Technology is used to:

- deliver quality services and timely information;
- share performance and caseload data;
- streamline communications.

Innovative ideas and solutions are encouraged to deliver sustained benefits to individuals, employers and businesses.

Decisions are transparent and informed by evidence and data intelligence.

Simple

Service delivery is tailored and outcome focused, considering individual and employer needs, and local job opportunities.

Activities are safe, efficient and effective by ensuring they meet work health and safety requirements and contribute to individuals' job readiness.

Automation supports streamlined processes and workflows.

Outcome focused delivery and decisions consider the needs of the individuals and employers.

Complexity is reduced by recognising and acting on opportunities to cut red tape and ensuring quality, timely and relevant support.

Supported

Greater flexibility and choice supports individuals in how they engage with employment services.

Collaborative partnerships with employment services, industry, businesses, state/territory and local governments, community organisations and support services are leveraged to benefit individuals and businesses.

Stakeholder needs are met responsively by actively contributing to the resolution of issues and delivery of solutions.

Service delivery and decision making is informed through regular consultation, engagement and leveraging of new and emerging approaches.

Improvements are continuous by building staff capabilities and sharing feedback and ideas to better meet the needs of individuals and businesses.

Australian Government

Workforce Australia

Service Guarantee

Workforce Australia – Transition to Work

Workforce Australia aims to provide employment services that are respectful, connected, simple and supported.

This Service Guarantee reflects the Australian Government's expectations for Workforce Australia delivering tailored services to support individuals towards employment. It sets out the minimum level of service each individual can expect, including elements unique to different types of Workforce Australia services, as well as the requirements that need to be met while participating in employment services.

What you can expect from Workforce Australia:

To receive services tailored to your needs that **support** you to build your job readiness.

To be treated fairly and **respectfully** and in a culturally sensitive way.

To be **connected** to flexible service delivery methods that adapt to changing circumstances and **support** accessibility.

To have information provided in a **simple** and clear manner.

Access to a **simple** self-managed digital platform and **support** to link your myGov account to use self-help job search facilities and online information.



What you can expect from your provider

These are the standards and actions providers are expected to follow in Transition to Work.

Your provider will:

Engage **respectfully** with you to improve your work readiness and develop your Job Plan which sets out the activities you agree to do to meet your mutual obligation requirements in a **simple** manner.

Support you by providing the services set out in their Service Delivery Plan.

Support you through tailored career advice, preparing a resume, helping with job applications or job search.

Support you to access, where appropriate, education to complete Year 12 or gain a Certificate III qualification (or above).

Connect you to activities to help improve your capabilities and work readiness, for example training, education, work trials, or apprenticeship/ traineeship opportunities.

Connect you to other services to help you manage personal barriers like mental health, housing/accommodation or improving your language, literacy and numeracy.

Stay **connected** with you and your employer once you have started a job, apprenticeship or traineeship and provide **support** if there are difficulties in keeping the job, or keep in contact with you while you are studying.

What is expected of you

These are the standards and actions participants are expected to follow in Transition to Work.

As a participant in Transition to Work you need to:

Engage **respectfully** with your provider to improve your readiness for work by working with them to complete your Job Plan and taking part in relevant activities.

Stay **connected** and do everything you have agreed to do in your Job Plan.

Participate in and behave **respectfully** at appointments with your provider or at any activity you attend while you are in Transition to Work.

Support your provider by notifying them as soon as possible, if you are unable to attend an appointment or an activity.

Stay **connected** and notify your provider of any changes in your circumstances.

Stay **connected** with the services, update your profile online or contact the Digital Services Contact Centre if you require assistance in doing so.

If your provider determines that you are not meeting these requirements, they may exit you from Transition to Work.

DEED VERSION ONLY
PROVIDER PORTAL FOR PUBLICATION
VERSION

DEED VERSION ONLY
SEE PROVIDER PORTAL FOR PUBLICATION VERSION

Compliments, suggestions or complaints

Your views about the service you receive are important. The Department of Employment and Workplace Relations (DEWR) and your provider value any feedback you may have. If you don't think you are receiving the right help and would like to make a complaint, you can talk to your provider first. Your provider will offer a feedback process which is fair and will try to resolve your concerns.

If you feel you can't talk to your provider, or you're still not happy, you can contact the National Customer Service Line on 1800 805 260 (free call from land lines) or visit the DEWR website (dewr.gov.au) for information about other ways to make a complaint.

If you have suggestions to improve the service you are getting or would like to make a compliment about the help you have received, please let your provider know or call the National Customer Service Line. If you have any concerns about your income support payments, you should contact Services Australia (servicesaustralia.gov.au/contact-us).

Your personal information is confidential

Your personal information is protected by law, including the *Privacy Act 1988* (Cth). Your provider will only tell employers things about you that relate to job opportunities or, with your permission, your employment with them. You can ask to get access to any information your provider holds about you, and have it corrected if needed.

SCHEDULE 1 – DEED AND BUSINESS DETAILS

Item 1 **Provider Lead** (clauses 13.2 and 77.1(a)(ii) of the Deed)

Contact	< Provider Lead Title> < Provider Lead FirstName> < Provider Lead Surname>		
Telephone	< Provider Lead Phone>	Mobile	< Provider Lead Mobile>
Email	< Provider Lead Email>		
Physical Address	< Provider Lead Physical Address Line1> < Provider Lead Physical Address Line2> < Provider Lead Physical Address Line3> <Suburb> <State> <Postcode>	Postal Address	< Provider Lead Postal Address Line1> < Provider Lead Postal Address Line2> < Provider Lead Postal Address Line3> < Suburb> <State> < Postcode>

Item 2 **Contact Person** (clauses 13.2 and 77.1(a)(ii) of the Deed)

Contact	< Contact Person Title> < Contact Person FirstName> < Contact Person Surname>		
Position	< Contact Person Position>		
Telephone	< Contact Person Phone>	Mobile	< Contact Person Mobile>
Email	< Contact Person Email>		
Physical Address	< Contact Person Physical Address Line1> < Contact Person Physical Address Line2> < Contact Person Physical Address Line3> <Suburb> <State> <Postcode>	Postal Address	< Contact Person Postal Address Line1> < Contact Person Postal Address Line2> < Contact Person Postal Address Line3> < Suburb> <State> < Postcode>

Item 3 **Account details for payment** (clause 18.1 of the Deed)

Bank BSB Number	**Bank Account Number**	**Bank Account Name**
<Primary BSB number>	<Primary Account number>	<Primary Account Name>
Bank Name		**Bank Branch**
<Bank Name>		<Branch Address Details>

Item 4 **Transition to Work Services**

Item 4.1 **Employment Region** (clause 5.1(b), ATTACHMENT 1 – DEFINITIONS)	**Item 4.2** **Location(s)** (comprised of one or more postcodes set out in APPENDIX A to this Schedule 1) (ATTACHMENT 1 – DEFINITIONS)	**Item 4.3** **Places allocated as at the Deed Commencement Date** (ATTACHMENT 1 – DEFINITIONS)	**Item 4.4** **Site(s)** (clause 5.1(b), ATTACHMENT 1 – DEFINITIONS)	**Item 4.5** **Site type** (Full-Time Site, Part-Time Site, Outreach Site) (clause 79.5, ATTACHMENT 1 – DEFINITIONS)	**Item 4.6** **Business Days of operation of each Site** (clause 79.5, ATTACHMENT 1 – DEFINITIONS)	**Item 4.7** **Site opening hours on each Business Day** (clause 79.5, ATTACHMENT 1 – DEFINITIONS)

Note: From the Deed Commencement Date, for each Employment Region, the Department will regularly review the number of Places allocated to the Provider and vary that number as required to reflect changes in labour market demands.

Item 5 **Subcontractors approved by the Department**

Item 5.1 **Employment Region** (clause 5.1(b), ATTACHMENT 1 – DEFINITIONS)	**Item 5.2** **Subcontractor(s) (if relevant)** (clause 50.3, ATTACHMENT 1 – DEFINITIONS)	**Item 5.3** **Terms and conditions relating to use of each Subcontractor** (clause 50.3)

APPENDIX A TO SCHEDULE 1 – DEED AND BUSINESS DETAILS (LOCATION POSTCODES)

SCHEDULE 2 – SERVICE DELIVERY PLAN(S)

[To be inserted.]

DEED VARIATION HISTORY

PART A – GENERAL TERMS AND CONDITIONS

Clause	Variation, effective date
4.1(a)	GDV 1, 1 January 2023
8.5(c)	GDV 1, 1 January 2023
12.2	GDV 1, 1 January 2023
13.2	GDV 1, 1 January 2023
23.1(c)	GDV 7, 1 January 2026
25 Heading 'Fraud and Corruption'	GDV 4, 1 July 2024
25.1(a) and (b)	GDV 4, 1 July 2024
25A. Heading '*National Anti-Corruption Commission Act 2022* (Cth)	GDV 4, 1 July 2024
25A.1	GDV 4, 1 July 2024
25A.2	GDV 4, 1 July 2024
25.2(a)	GDV 1, 1 January 2023
28.5(b)	GDV 1, 1 January 2023
29.4, 29.4(a)	GDV 1, 1 January 2023
29.4(b) and (c)	GDV 8, 1 July 2026
30.1	GDV 5, 1 January 2025
30.3	GDV 1, 1 January 2023
31.1	GDV 1, 1 January 2023
31.2(a) and (c)	GDV 1, 1 January 2023
31.3(a)	GDV 1, 1 January 2023
31.5, 31.5(a)	GDV 1, 1 January 2023
31.5(b)	GDV 8, 1 July 2026
31.6	GDV 8, 1 July 2026
31.7	GDV 1, 1 January 2023
31.7 and Note	GDV 8, 1 July 2026
31.8(b), (b)(i)	GDV 1, 1 January 2023
	GDV 8, 1 July 2026
31.8A.1	GDV 1, 1 January 2023
31.8A.1(a)	GDV 2, 1 July 2023
	GDV 8, 1 July 2026
31.8A.2	GDV 1, 1 January 2023
	GDV 2, 1 July 2023
31.8A.2, (a)	GDV 8, 1 July 2026
31.9(a)	GDV 1, 1 January 2023
31.14	GDV 1, 1 January 2023
31.16	GDV 1, 1 January 2023
32.6	GDV 1, 1 January 2023
33.2	GDV 1, 1 January 2023
33.3	GDV 2, 1 July 2023
34.2(d)	GDV 1, 1 January 2023
36.6	GDV 1, 1 January 2023
37.1, Note	GDV 1, 1 January 2023
37.2(a), (a)(i)–(ii) and (b)	GDV 1, 1 January 2023
37.3	GDV 1, 1 January 2023
38.3, 38.3(a)	GDV 1, 1 January 2023

Clause	Variation, effective date
41.2(b)(i)	GDV 5, 1 January 2025
41.4	GDV 1, 1 January 2023
41.4(a)(iii)	GDV 4, 1 July 2024
41.5, (a) and (b)	GDV 5, 1 January 2025
41.6	GDV 5, 1 January 2025
41.7	GDV 5, 1 January 2025
41.8	GDV 5, 1 January 2025
42.4	GDV 4, 1 July 2024
43.1(c)(ii)	GDV 1, 1 January 2023
43.4(e)	GDV 1, 1 January 2023
43.9(a)–(c)	GDV 1, 1 January 2023
43.14	GDV 1, 1 January 2023
44.2(b)	GDV 1, 1 January 2023
45.1	GDV 1, 1 January 2023
47.1	GDV 1, 1 January 2023
48.4(a)–(b)	GDV 1, 1 January 2023
50.14(a)	GDV 1, 1 January 2023
51.3(b)	GDV 1, 1 January 2023
52.4(a)	GDV 1, 1 January 2023
52.5(a)	GDV 1, 1 January 2023
52.7(b)	GDV 1, 1 January 2023
	GDV 4, 1 July 2024
52.7(c)	GDV 4, 1 July 2024
53.1(d)	GDV 4, 1 July 2024
54.1	GDV 1, 1 January 2023
54.2(a)(iv), (b), (c), (d) and (i)	GDV 1, 1 January 2023
55.1(c)	GDV 1, 1 January 2023
56.2(a)	GDV 1, 1 January 2023
57.4	GDV 1, 1 January 2023
57.8(a)	GDV 1, 1 January 2023
70.1(c)	GDV 4, 1 July 2024
71.1	GDV 1, 1 January 2023
71.5(b)	GDV 1, 1 January 2023
71.7	GDV 1, 1 January 2023
71.9	GDV 4, 1 July 2024
74.1(a)–(g)	GDV 1, 1 January 2023
74A Heading 'Compliance with the Commonwealth Supplier Code of Conduct'	GDV 5, 1 January 2025
74A.1	GDV 5, 1 January 2025
74A.2, (a) and (b)	GDV 5, 1 January 2025
74A.3, (a) and (b)	GDV 5, 1 January 2025
74A.4, (a) and (b)	GDV 5, 1 January 2025
74A.5, (a) and (b)	GDV 5, 1 January 2025
74A.6	GDV 5, 1 January 2025
74A.7, (a), (b) and (c)	GDV 5, 1 January 2025
74A.8	GDV 5, 1 January 2025
76 Heading 'Shadow Economy Procurement Connected Policy'	GDV 1, 1 January 2023
76.1	GDV 6, 1 July 2025

Clause	Variation, effective date
	GDV 7, 1 January 2026
76.2	GDV 6, 1 July 2025
	GDV 7, 1 January 2026
76.3	GDV 6, 1 July 2025
	GDV 7, 1 January 2026
76.4	GDV 6, 1 July 2025
	GDV 7, 1 January 2026
76.5	GDV 6, 1 July 2025
	GDV 7, 1 January 2026
76.7	GDV 6, 1 July 2025
	GDV 7, 1 January 2026

PART B – SERVICES REQUIREMENTS

Clause	Variation, effective date
80.1(a)	GDV 6, 1 July 2025
80.1(d)	GDV 4, 1 July 2024
80.2(a)	GDV 1, 1 January 2023
	GDV 6, 1 July 2025
81.5(b)	GDV 6, 1 July 2025
83.2(d)	GDV 1, 1 January 2023
87.1(a), (b) and (c)	GDV 2, 1 July 2023
88.1(a)(iii)	GDV 1, 1 January 2023
91.1(d)–(e)	GDV 1, 1 January 2023
94.2(a), (b)(i)-(ii)	GDV 5, 1 January 2025
95.1(b)(ii)	GDV 1, 1 January 2023
96.4	GDV 2, 1 July 2023
102.2(b)	GDV 5, 1 January 2025
103.1(a)(ii)	GDV 1, 1 January 2023
104.1(c)(i)-(ii)	GDV 5, 1 January 2025
105.1(b)(i)-(ii)	GDV 5, 1 January 2025
107.2	GDV 5, 1 January 2025
109.5(e)	GDV 1, 1 January 2023
109.8	GDV 1, 1 January 2023
111.1	GDV 7, 1 January 2026
111.2(a) and (b)	GDV 1, 1 January 2023
	GDV 7, 1 January 2026
111.3(a)	GDV 7, 1 January 2026
111.3A	GDV 1, 1 January 2023
113, Note	GDV 1, 1 January 2023
113.3	Notice No. 2, 9 September 2022
113.3(a) and (d)(i)	GDV 1, 1 January 2023
113.4(a)	GDV 1, 1 January 2023
113.7(a)	GDV 1, 1 January 2023
	Notice No. 2, 9 September 2022
114.3	GDV 1, 1 January 2023
115 Heading 'PaTH Internships'	Notice No. 2, 9 September 2022
115	Notice No. 2, 9 September 2022

Clause	Variation, effective date
116 Heading 'National Work Experience Program'	Notice No. 2, 9 September 2022
116	Notice No. 2, 9 September 2022
118.1(b)-(d)	GDV 7, 1 January 2026
118.1(c)-(d)	GDV 3, 1 January 2024
118.1(c)	GDV 5, 1 January 2025
118.2, (b)-(d)	GDV 7, 1 January 2026
118.3, (a)-(c)	GDV 7, 1 January 2026
119.1(a)	GDV 1, 1 January 2023
119.3	GDV 1, 1 January 2023
121.1(a)(i), (b)–(d)	Notice No. 2, 9 September 2022
121.3, 121.3(a)	GDV 1, 1 January 2023
121.3A	GDV 2, 1 July 2023
122.3(b)	GDV 1, 1 January 2023
125.1(a)–(c)	GDV 1, 1 January 2023
126 Heading 'General requirements - Participants (Mutual Obligation)'	GDV 1, 1 January 2023
126.1(c)–(d)	GDV 1, 1 January 2023
127 Heading 'General requirements - Disability Support Pension Recipients (Compulsory Participation Requirements)'	GDV 1, 1 January 2023
127.1, 127.1(b)	GDV 1, 1 January 2023
128 Heading 'Vacancy management'	GDV 1, 1 January 2023
129	GDV 4, 1 July 2024
129.1(b)	GDV 1, 1 January 2023
130.1(b)	GDV 6, 1 July 2025
131.2A	GDV 4, 1 July 2024
131.6	GDV 4, 1 July 2024
132 Heading 'PaTH Internship Host Payments'	Notice No. 2, 9 September 2022
132	Notice No. 2, 9 September 2022
133 Heading 'NWEP Host Payments'	Notice No. 2, 9 September 2022
133	Notice No. 2, 9 September 2022
Section B5.3 – WorkFoundations Placements	GDV 6, 1 July 2025
134A Heading 'WorkFoundations Placements'	GDV 6, 1 July 2025
134A.1	GDV 6, 1 July 2025
134A.2	GDV 6, 1 July 2025
134A.3	GDV 6, 1 July 2025
134A.4	GDV 6, 1 July 2025
Section B6.2 - Payments	GDV 6, 1 July 2025
137.6	GDV 1, 1 January 2023
137.7(b)	GDV 4, 1 July 2024
137.8(f)-(h)	GDV 4, 1 July 2024
137.11 Subheading 'Vacancies following Workfoundations Placements'	GDV 6, 1 July 2025
137.11	GDV 6, 1 July 2025
138 Heading 'PaTH Internship Provider Payments'	Notice No. 2, 9 September 2022
138	Notice No. 2, 9 September 2022
139 Heading 'NWEP Provider Payments'	Notice No. 2, 9 September 2022
139	Notice No. 2, 9 September 2022
141.1	GDV 1, 1 January 2023

Clause	Variation, effective date
141.1(a)–(f)	Notice No. 2, 9 September 2022

ANNEXURE B1 – OUTCOMES

Clause	Variation, effective date
Table 1 – Outcome Requirements, Row 1, Column B 'Outcome Start Date', paragraphs (b)-(d)	GDV 4, 1 July 2024
Table 1 – Outcome Requirements, Row 1, Column D 'Outcome Description', paragraph (a)	GDV 2, 1 July 2023
Table 1 – Outcome Requirements, Row 1, Column D 'Outcome Description', paragraph (e)(ii)	GDV 3, 1 January 2024
Table 1 – Outcome Requirements, Row 3, Column D 'Outcome Description', paragraph (e)(ii)	GDV 3, 1 January 2024
Table 1 – Outcome Requirements, Row 6, Column D 'Outcome Description', paragraph (f)(ii)	GDV 3, 1 January 2024
Table 1 – Outcome Requirements, Note 1	GDV 6, 1 July 2025
Table 1 – Outcome Requirements, Note 2	GDV 6, 1 July 2025

ANNEXURE B2 – PAYMENTS

Clause	Variation, effective date
Table 1 – Upfront Payments	GDV 1, 1 January 2023
Table 1 – Upfront Payments, Note 2	GDV 7, 1 January 2026
Table 2 – Outcome Payments	GDV 1, 1 January 2023
Table 2 – Outcome Payments, Note 2	GDV 6, 1 July 2025
Table 2 – Outcome Payments, Note 3	GDV 7, 1 January 2026
Table 3 – PaTH Internship Provider Payment	Notice No. 2, 9 September 2022
Table 4 – NWEP Provider Payment	Notice No. 2, 9 September 2022

ATTACHMENT 1 – DEFINITIONS

Clause	Variation, effective date
Social Security Law definitions, 'Basic Rate' and 'Maximum Basic Rate'	GDV 2, 1 July 2023
'12 Week Period (Employment Outcome)'	GDV 5, 1 January 2025
'Account Manager'	GDV 1, 1 January 2023
'Auditor-General'	GDV 5, 1 January 2025
'Australian Information Commissioner'	GDV 1, 1 January 2023
'Black Economy Procurement Connected Policy'	GDV 1, 1 January 2023
'Change of Circumstances Reassessment'	GDV 1, 1 January 2023
'Child Safety Obligations'	GDV 1, 1 January 2023
'Commence' or 'Commencement'	GDV 1, 1 January 2023
'Commonwealth Coat of Arms'	GDV 1, 1 January 2023 GDV 2, 1 July 2023
'Community Development Program'	GDV 7, 1 January 2026
'Commonwealth Fraud and Corruption Control Framework 2024'	GDV 4, 1 July 2024

Clause	Variation, effective date
'Commonwealth Ombudsman'	GDV 5, 1 January 2025
'Commonwealth Supplier Code of Conduct'	GDV 5, 1 January 2025
'Community Development Program'	GDV 1, 1 January 2023
'Completion Date'	GDV 2, 1 July 2023
'Corruption'	GDV 4, 1 July 2024
'Deed Completion Date'	GDV 2, 1 July 2023
'Department'	GDV 1, 1 January 2023
'Department of Industry, Science, Energy and Resources'	GDV 1, 1 January 2023
'Department of Social Services'	GDV 1, 1 January 2023
'Department's Security Policies'	GDV 1, 1 January 2023
'Digital Services Contact Centre'	GDV 1, 1 January 2023
'Disability Employment Services'	GDV 5, 1 January 2025
	GDV 7, 1 January 2026
'Disability Employment Services Grant Agreement 2018-2025'	GDV 5, 1 January 2025
	GDV 7, 1 January 2026
'Disability Employment Services Provider' or 'DES Provider'	GDV 1, 1 January 2023
	GDV 5, 1 January 2025
	GDV 7, 1 January 2026
'Disability Support Pension Recipient (Compulsory Participation Requirements'	GDV 1, 1 January 2023
'Effective Exit'	GDV 2, 1 July 2023
'Eligible Participant'	GDV 5, 1 January 2025
'Employment Facilitator'	GDV 3, 1 January 2024
	GDV 6, 1 July 2025
'Employment Region'	GDV 1, 1 January 2023
	GDV 6, 1 July 2025
'EST Eligible Participant'	GDV 1, 1 January 2023
'EST Provider'	GDV 1, 1 January 2023
'Excluded Program'	GDV 5, 1 January 2025
'Exemption'	GDV 2, 1 July 2023
'Exit'	GDV 1, 1 January 2023
'External IT System'	GDV 8, 1 July 2026
'Financial Incentive'	Notice No. 2, 9 September 2022
	GDV 1, 1 January 2023
'Fraud'	GDV 4, 1 July 2024
'Fraud and Corruption Control Plan'	GDV 4, 1 July 2024
'Group One Participant'	GDV 5, 1 January 2025
'Group Two Participant'	GDV 5, 1 January 2025
'Guide to Social Security Law'	GDV 2, 1 July 2023
'Harvest Crops'	GDV 4, 1 July 2024
'Harvest Placement'	GDV 4, 1 July 2024
'Harvest Trail Services' or 'HTS'	GDV 4, 1 July 2024

Clause	Variation, effective date
'Harvest Trail Services Deed' or 'HTS Deed'	GDV 1, 1 January 2023
	GDV 4, 1 July 2024
'Harvest Trail Services Provider' or 'HTS Provider'	GDV 1, 1 January 2023
	GDV 4, 1 July 2024
'Harvest Work'	GDV 4, 1 July 2024
'Harvest Worker'	GDV 4, 1 July 2024
'HTS Provider'	GDV 1, 1 January 2023
'Host Organisation'	GDV 1, 1 January 2023
'Inclusive Employment Australia'	GDV 7, 1 January 2026
'Inclusive Employment Australia Deed 2025-2030'	GDV 7, 1 January 2026
'Inclusive Employment Australia Provider'	GDV 7, 1 January 2026
'Interest'	GDV 1, 1 January 2023
'Job Capacity Assessment' or 'JCA'	GDV 1, 1 January 2023
'Job Coordinator'	GDV 6, 1 July 2025
'Job Outlook Website'	GDV 1, 1 January 2023
'Job Placement Start Date'	GDV 1, 1 January 2023
	GDV 6, 1 July 2025
'Job Plan'	GDV 1, 1 January 2023
'Jobs and Skills Australia Website'	GDV 1, 1 January 2023
'Job Seeker Snapshot'	GDV 1, 1 January 2023
'Jobs, Land and Economy Program'	GDV 1, 1 January 2023
'Labour Market Information Portal'	GDV 1, 1 January 2023
'Labour Market Insights Website'	GDV 1, 1 January 2023
'Launch into Work Organisation'	GDV 1, 1 January 2023
'Local Jobs Program'	GDV 3, 1 January 2024
'Local Jobs Program Activity'	GDV 7, 1 January 2026
'Local Jobs Program Activity Partner'	GDV 3, 1 January 2024
	GDV 5, 1 January 2025
	GDV 7, 1 January 2026
'Mutual Obligation Requirement'	GDV 2, 1 July 2023
'National Minimum Wage'	GDV 1, 1 January 2023
'National Principles for Child Safe Organisations'	GDV 4, 1 July 2024
'National Work Experience Program' or 'NWEP'	Notice No. 2, 9 September 2022
'National Work Experience Program Placement' or 'NWEP Placement'	Notice No. 2, 9 September 2022
'Non-Payable Outcome'	GDV 1, 1 January 2023
'NWEP Host Payment'	Notice No. 2, 9 September 2022
'NWEP Provider Payment'	Notice No. 2, 9 September 2022
'Observational Work Experience Placement'	GDV 1, 1 January 2023
'Other Service'	GDV 5, 1 January 2025
	GDV 7, 1 January 2026
'Other Service Provider'	GDV 5, 1 January 2025

Clause	Variation, effective date
	GDV 7, 1 January 2026
'ParentsNext'	GDV 5, 1 January 2025
'ParentsNext Deed'	GDV 1, 1 January 2023
	GDV 5, 1 January 2025
'ParentsNext Participant'	GDV 5, 1 January 2025
'ParentsNext Provider'	GDV 5, 1 January 2025
'Parent Pathways'	GDV 5, 1 January 2025
'Parent Pathways Deed'	GDV 5, 1 January 2025
'Parent Pathways Participant'	GDV 5, 1 January 2025
'Parent Pathways Provider'	GDV 5, 1 January 2025
'Participant'	GDV 1, 1 January 2023
	GDV 5, 1 January 2025
'Participant (Mutual Obligation)'	GDV 1, 1 January 2023
'Participant (Voluntary)'	GDV 5, 1 January 2025
'PaTH Intern'	Notice No. 2, 9 September 2022
'PaTH Internship'	Notice No. 2, 9 September 2022
'PaTH Internship Agreement'	Notice No. 2, 9 September 2022
'PaTH Internship Host Payment'	Notice No. 2, 9 September 2022
'PaTH Internship Provider Payment'	Notice No. 2, 9 September 2022
'PaTH Internship Start Date'	Notice No. 2, 9 September 2022
'Personal Information'	GDV 1, 1 January 2023
'Provider Exit'	GDV 2, 1 July 2023
	GDV 5, 1 January 2025
'Provider IT System'	GDV 8, 1 July 2026
'Provider Lead'	GDV 1, 1 January 2023
'Public Sector Data'	GDV 1, 1 January 2023
'RapidConnect'	GDV 2, 1 July 2023
'Registered Training Organisation'	GDV 1, 1 January 2023
'Remote Australia Employment Service'	GDV 7, 1 January 2026
'Satisfactory'	GDV 1, 1 January 2023
'Service Guarantee'	GDV 1, 1 January 2023
'Shadow Economy Procurement Connected Policy'	GDV 1, 1 January 2023
	GDV 6, 1 July 2025
'Significant Increase in Income'	GDV 2, 1 July 2023
'Social Security Guide'	GDV 2, 1 July 2023
'Social Security Law'	GDV 2, 1 July 2023
'Specified Activity'	GDV 1, 1 January 2023
	Notice No. 2, 9 September 2022
	GDV 7, 1 January 2026
'Third Party Employment and Skills System' or 'TPES System'	GDV 8, 1 July 2026
'Third Party IT'	GDV 8, 1 July 2026
'Third Party IT Vendor Deed'	GDV 8, 1 July 2026

Clause	Variation, effective date
'Third Party Supplementary IT System' or 'TPSITS'	GDV 1, 1 January 2023
	GDV 8, 1 July 2026
'Transition Period'	GDV 1, 1 January 2023
'Transition to Work''	GDV 2, 1 July 2023
'Vacancy'	GDV 1, 1 January 2023
'Valid'	GDV 1, 1 January 2023
'Workforce Australia'	GDV 1, 1 January 2023
'Workforce Australia Employment Services Provider'	GDV 1, 1 January 2023
'Workforce Australia - Transition to Work Deed' or 'Workforce Australia - TtW Deed'	GDV 1, 1 January 2023
'Workforce Australia - Workforce Specialist'	GDV 1, 1 January 2023
'Workforce Connections: Workforce Specialist Project Framework'	GDV 1, 1 January 2023
'WorkFoundations Employer'	GDV 6, 1 July 2025
'WorkFoundations Participant'	GDV 6, 1 July 2025
'WorkFoundations Participant Handbook'	GDV 6, 1 July 2025
	GDV 7, 1 January 2026
'WorkFoundations Placement'	GDV 6, 1 July 2025
'WorkFoundations Program'	GDV 6, 1 July 2025
'Workforce Specialist Project'	GDV 1, 1 January 2023
'Working with Children Laws'	GDV 1, 1 January 2023
'Youth Bonus Wage Subsidy'	GDV 1, 1 January 2023

ATTACHMENT 2 – JOINT CHARTER

Clause	Variation, effective date
Joint Charter	Notice No.1, 1 July 2022

ATTACHMENT 3 – SERVICE GUARANTEE

Clause	Variation, effective date
Service Guarantee	Notice No.1, 1 July 2022
	GDV 6, 1 July 2025

SCHEDULE 1 – DEED AND BUSINESS DETAILS

Clause	Variation, effective date
Item 1	GDV 1, 1 January 2023