



Australian Government



Parent Pathways Deed 2024-2027

Effective 1 July 2025



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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 – PAYMENTS
5. ATTACHMENTS AND THE SCHEDULES TO THIS DEED
6. 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 5 CHAPTERS in PART B – SERVICES REQUIREMENTS:

CHAPTER B1 – GENERAL REQUIREMENTS

CHAPTER B2 – SERVICING PARTICIPANTS

CHAPTER B3 – ACTIVITIES

CHAPTER B4 – FINANCIAL SUPPORT

CHAPTER B5 – PAYMENTS

There is 1 ANNEXURE to this Deed:

ANNEXURE B1 – 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 – KEY SERVICE COMMITMENTS

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.

OVERVIEW OF SERVICES

This new pre-employment service for parents who are principal carers of a child under six years of age is voluntary. Its key features are valuing parents' caring responsibilities for their young children, taking a parent-led and strengths-based approach which places parents at the centre of decision making based on their strengths and aspirations. The design of the new service has been informed by feedback from a diverse range of parents and stakeholders, as well as by recommendations to government from several committees including the Select Committee on Workforce Australia Employment Services, the Economic Inclusion Advisory Committee and the Women's Economic Equality Taskforce.

The new service will offer high quality services to attract parents to voluntarily participate. This will include qualified and/or experienced frontline staff (mentors) delivering the service; low numbers of parents for each mentor allowing for more time to discuss each parent's circumstances, strengths and needs; quality support for each parent drawing on mentors' local knowledge and networks.

This pre-employment service includes new arrangements for providing access to financial assistance to support parents to participate in the service and progress towards achieving their goals. Parents will have transparency and discretion on accessing the financial support they need.

Service fees for providers have been set to reflect the high-quality service to be delivered (including hiring qualified and experienced mentors, low parent to mentor ratios, mentors to support parents for the duration of their participation in service).

Eligibility criteria for the new service includes a wide range of parents from diverse backgrounds.

The new pre-employment service has carefully designed engagement strategies to promote service accessibility, particularly for parents facing disadvantage.

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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 58, 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 136 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 – KEY SERVICE COMMITMENTS;
 - (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), 28 (Evaluation activities), 31 (General), 32 (Access and information security assurance), 33 (Intellectual Property Rights), 34 (Moral Rights), 35 (Personal and Protected Information), 36 (Confidential Information), 37 (Records the Provider must keep), 38 (Public Sector Data), 39 (Access by Participants and Employers to Records held by the Provider), 40 (Access to documents for the purposes of the *Freedom of Information Act 1982 (Cth)*), 41 (Program Assurance Activities and audits), 42 (Access to Material), 43 (Indemnity), 44 (Insurance), 45 (Liability of the Provider to the Department), 53 (Dispute Resolution), 54 (Provider suspension), 55 (Remedies), 57 (Liquidated Damages), 60 (Transition out leading up to expiry, termination or

reduction in scope of this Deed), 65 (Protection of rights) and 70 (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 42 (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 Performance Modules,
- 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 Full-Time Sites and Part-Time Sites:
 - (i) provides a welcoming, private, child friendly and safe environment for Participants and their children;
 - (ii) if the Site is co-located with any employment services, including Workforce Australia Services and/or Disability Employment Services, has a separate entrance, reception and waiting area from the employment services; and
 - (iii) is conveniently located close to, and allows ease for accessing, safe public transport and avoids transport mobility barriers;
 - (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) Wage Subsidy or Youth Bonus Wage Subsidy;
 - (iii) Payment or Payment-related process;
 - (iv) Participant, Host Organisation or Employer; or
 - (v) 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 79; 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 55.2; or
- (b) terminate this Deed under clause 59.

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.

8.7 The Provider must ensure that all of its Personnel engaged in relation to the Services have the training, experience and qualifications specified in any Guidelines.

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 Parent Pathways Providers to work cooperatively to achieve shared goals and outcomes in the delivery of the Services in accordance with the Deed and any Guidelines, 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 42.2, 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 Performance Modules; 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 notify Services Australia of any change in the circumstances of a Participant as specified in any Guidelines, and do so within five Business Days of becoming aware of the change in circumstances.
- 13.4 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 13.3.

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 size, location or number of Employment Region(s) or Service Areas that will be allocated to the Provider;
- (b) the numbers of Participants for any Services;
- (c) the numbers of Participants for any Employment Region or allocated Service Area; 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 Parent Pathways Provider to the provision of additional services in any Service Area.

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 55.2.
- 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 55.2.
- 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 Notify the Provider if it exercises its rights under clause 23.1(b) within 10 Business Days after having exercised those rights; 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 23.123.1(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 55.2; or
 - (b) terminate this Deed under clause 59,

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.

26. National Anti-Corruption Commission Act 2022 (Cth)

- 26.1 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').
- 26.2 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.

27. Financial statements and guarantees

- 27.1 Subject to clause 27.3, 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.
- 27.2 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.
- 27.3 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.
- 27.4 The Provider must ensure that any guarantee provided in accordance with clause 27.3(b) remains in place until the Department Notifies the Provider that it is no longer required.

- 27.5 If an Insolvency Event occurs in relation to the Related Entity that has provided the guarantee under clause 27.3(b)(ii), the Provider must replace the performance guarantee to the Department's complete satisfaction within five Business Days of such an event occurring.
- 27.6 Any guarantee provided under clause 27.3(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.
- 27.7 If the Provider fails to provide or maintain any guarantee required by clause 27.3(b), the Department may withhold all or part of any Payment until the Provider meets that obligation.
- 27.8 If the Department exercises any or all of its rights under any guarantee provided under clause 27.3(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

28. Evaluation activities

- 28.1 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 42; and
 - (b) it will fully cooperate with the Department in relation to all such activities.

29. Sample reviews

- 29.1 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 55.2 in relation to the Deemed Invalid Claims.
- 29.2 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.
- 29.3 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 29.5, 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').
- 29.4 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 55.2; or
 - (b) exercise any of its rights under clause 59.

Sampling methodology

- 29.5 For the purposes of clause 29.3, 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 29; 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 29.3.
- 29.6 The Department must disclose the methodology used in a Sample Review to the Provider before exercising the Department's rights under clause 29.4.

Section A2.5 – Customer feedback

30. Customer feedback process

- 30.1 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.
- 30.2 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.
- 30.3 Upon request, the Provider must give to the Department and Customers copies and details of the process it has established to manage Customer feedback.
- 30.4 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 negotiating a resolution to any Complaint; and
 - (c) other authorities in negotiating a resolution to any Complaint, where the relevant Customer has chosen to utilise legislative or other complaints mechanisms.

CHAPTER A3 – INFORMATION MANAGEMENT

Section A3.1 – Information Technology

31. General

- 31.1 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.
- 31.2 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.
- 31.3 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.
- 31.4 The Provider is responsible for all costs of meeting its obligations under this clause 31.

32. Access and information security assurance

Access to the Department's IT Systems

- 32.1 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 32.

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.

- 32.2 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.
- 32.3 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).

32.4 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.

32.5 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 until the Deed Completion Date.
- 32.6 Where a Provider IT System is modified, the Provider must ensure that any necessary reaccreditation activities are completed in accordance with the requirements of the ESAF.
- 32.7 If the Provider does not obtain accreditation or reaccreditation within the timeframes specified in the ESAF or this clause 32, 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 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 System and a Third Party Supplementary IT System.

- 32.8 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 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 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.
- 32.9 The Provider acknowledges and agrees that the Department:
 - (a) does not warrant that any Third Party Employment 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.
- 32.10 In addition to any applicable requirements under clause 51, 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 System under any Third Party IT Vendor Deed; and
 - (b) right of termination under clauses 58 and 59 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 System or termination of any Third Party IT Vendor Deed, by the Department.

Technical advice

- 32.11 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

- 32.12 The Provider must comply, and ensure that its Subcontractors and Third Party IT Vendors comply, with the Department's Security Policies, as relevant.
- 32.13 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.
- 32.14 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.
- 32.15 Where the Department considers that the Provider may be in breach of this clause 32, 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.

- 32.16 Where the Department determines that the Provider is in breach of, or has previously breached, this clause 32, the Department may immediately exercise any remedies specified in clause 55.2.
- 32.17 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

- 32.18 For the purposes of clauses 32.19 to 32.20:

'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.

- 32.19 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.
- 32.20 The Provider must take Reasonable Steps to protect its Clients' cybersafety.

Section A3.2 – Intellectual Property Rights and Moral Rights

33. Intellectual Property Rights

- 33.1 This clause 33 does not affect the ownership of the Intellectual Property Rights in any Existing Material or Third Party Material.
- 33.2 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.
- 33.3 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.
- 33.4 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.
- 33.5 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.
- 33.6 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.
- 33.7 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 33.

- 33.8 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.

34. Moral Rights

- 34.1 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.
- 34.2 In this clause 34, '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

- 34.3 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

35. Personal and Protected Information

- 35.1 Clauses 35.2 to 35.7 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.

35.2 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 35 expressly requires the Provider to comply with an APP that applies only to an organisation, and subject to clause 35.3, to carry out and discharge the obligations contained in the APPs as if it were an agency;
- (c) subject to clause 35.3, 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 35;
- (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 35, including to undertake in writing to comply with the APPs (or a registered APP code, where applicable); and
- (m) otherwise comply with any Guidelines.

35.3 The Provider will not, by reason of this clause 35, be bound by any provision of the *Privacy (Australian Government Agencies – Governance) APP Code 2017*.

35.4 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.

35.5 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 35 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

35.6 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.
- 35.7 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

- 35.8 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).

36. Confidential Information

Confidential information not to be disclosed

- 36.1 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.
- 36.2 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

- 36.3 The obligations on the Parties under this clause 36 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

- 36.4 Where the Provider discloses Confidential Information to its Personnel pursuant to clause 36.336.3(a) or clause 36.336.3(b), the Provider must notify the Personnel that the information is Confidential Information.

No reduction in privacy obligations

- 36.5 Nothing in this clause 36 limits the obligations of the Provider under clauses 35, 41 or 42.

Section A3.4 – Records management

37. Records the Provider must keep

- 37.1 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.
- 37.2 Notwithstanding this clause 37, 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

- 37.3 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

- 37.4 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.
- 37.5 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.
- 37.6 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

- 37.7 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 37 in respect of any such Records.

38. Public Sector Data

- 38.1 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 ...".

- 38.2 Where Notified under clause 38.1, 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.
- 38.3 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.
- 38.4 The Provider agrees that compliance with this clause 38 is at the Provider's own cost.

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

- 39.1 Subject to this clause 39, 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 39.3.
- 39.2 The Provider must, in providing access to the requested Records in accordance with clause 39.1:
 - (a) ensure that the relevant Participant or Employer requesting the access in clause 39.1 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 39.1 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.
- 39.3 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.

- 39.4 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.

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

- 40.1 In this clause 40, 'document' has the same meaning as in the *Freedom of Information Act 1982* (Cth).
- 40.2 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 40.

41. Program Assurance Activities and audits

- 41.1 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.

- 41.2 Each Party must bear its own costs in relation to any action under this clause 41.
- 41.3 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.

42. Access to Material

- 42.1 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.
- 42.2 For the purposes of clauses 41.1 and 42.1, 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 under clause 41.1;
 - (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.

42.3 Subject to clause 42.4, the obligations referred to in clause 42.2 are subject to the Department providing reasonable prior notice to the Provider and compliance with the Provider's reasonable security procedures.

42.4 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 42.3 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 42.4, provided that, in the case of clause 42.4(a) and clause 42.4(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).

42.5 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.

- 42.6 Nothing in clause 42.5 limits the statutory powers of the Auditor-General, the Commonwealth Ombudsman or the Australian Information Commissioner or their authorised persons or authorised officials.
- 42.7 Each Party must bear its own costs in relation to any action under this clause 42.
- 42.8 The Provider's compliance with this clause 42 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

43. Indemnity

- 43.1 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 86.2 or 62, 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.
- 43.2 The liability of the Provider to indemnify the Department under this clause 43 will be reduced proportionately to the extent that fault on the Department's part contributed to the relevant Loss.
- 43.3 The Department's right to be indemnified under this clause 43 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

- 43.4 In this clause 43, 'fault' means any negligent or unlawful act or omission or wilful misconduct, including Fraud or Corruption.

44. Insurance

44.1 Subject to this clause 44 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 44.1(b)(i)(A) and the professional indemnity insurance or errors and omissions insurance at clause 44.1(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 45; 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 44.1(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 44.1(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 45 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 45; 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 44.1(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 Connection;
 - (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 44.1(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 44.1(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.
- 44.2 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.
- 44.3 Unless otherwise agreed by the Department in writing, all insurances required under this clause 44 (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.
- 44.4 Each of the insurances required by this clause 44 (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.
- 44.5 Clauses 44.4(a), 44.4(c) and 44.4(e) do not apply to any personal accident insurance required by this clause 44, and clause 44.4(a) does not apply to any professional indemnity or errors and omissions insurance.
- 44.6 In relation to the insurances specified in this clause 44, 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.
- 44.7 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 44.1(d)); or
 - (b) receives a notice of cancellation in respect of any of the insurances that the Provider is obliged to effect and maintain.
- 44.8 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 44, 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

- 44.9 Subject to clause 44.10, the Provider must obtain written independent professional advice that the insurances obtained by it and any Subcontractors pursuant to this clause 44 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.
- 44.10 Where the advice referred to in clause 44.9 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.

- 44.11 Clause 44.9 does not apply to statutory workers compensation insurance or compulsory third party motor vehicle insurance.
- 44.12 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.
- 44.13 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 44.9,
- at any time that the Department requests.

Note: Clause 44.13 allows the Department to request information relating to the insurances of any Subcontractor of the Provider.

Assistance to the Department

- 44.14 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.
- 44.15 For the avoidance of doubt, the provisions of this clause 44 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 44 does not limit its liability under any other provision of this Deed.

45. Liability of the Provider to the Department

Joint and several liability

- 45.1 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

45.2 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 70, this clause 45.2 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 70 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.

46. Special rules about Group Respondents

46.1 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

47. Corporate governance

47.1 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

- 47.2 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 Parent Pathways Provider); and
 - (ii) if clause 47.2(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 47.2(a); and
 - (c) if clause 47.2(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.
- 47.3 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.

47.4 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 47.3(a) to 47.3(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 47.3, 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 47.3(a) to 47.3(f), and take any action in respect of that individual, that is Notified by the Department.

Note: For the avoidance of doubt, clause 47.4(b) will also apply where an individual is transferred in accordance with clause 47.4(a)(i), to a role in the performance of the Services.

48. Removal and training of Provider and Subcontractor Personnel

- 48.1 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.
- 48.2 For the purposes of clause 48.1, 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 59.
- 48.3 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.

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

- 49.1 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.
- 49.2 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.
- 49.3 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.
- 49.4 If the Provider breaches clause 49.1 or clause 49.3, the Department may:
- (a) vary any allocated Service Area(s), any Employment Region(s) and/or any Site(s) of the Provider;
 - (b) vary the Provider's Caseload;
 - (c) exercise any remedies specified in clause 55.2; or
 - (d) terminate this Deed under clause 59,
- by providing Notice to the Provider.
- 49.5 In determining whether to take action under clause 49.4, 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 the Parent Pathways Service (including any actual or constructive change to the proportion of Services being performed by the Provider in a particular Employment Region, allocated Service Area, geographic region or nationally).
- 49.6 If the Department exercises its rights under clause 49.4(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.

50. Notice regarding Insolvency Events

- 50.1 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).

51. Subcontracting

- 51.1 The Provider must not, without the Department's prior written approval, enter into, or terminate, a Subcontract.
- 51.2 In giving approval under clause 51.1, the Department may impose such terms and conditions as the Department thinks fit and the Provider must comply with any such terms and conditions.
- 51.3 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.
- 51.4 If the Department gives any approval under clause 51.1 following the Deed Commencement Date, the Department may issue an updated Schedule to reflect this approval.
- 51.5 The Provider must ensure that any Subcontract is in writing.
- 51.6 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.
- 51.7 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.
- 51.8 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.
- 51.9 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.
- 51.10 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 58 and 59 and the Department's right of revocation of approval of a Subcontractor under clause 51.9, 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 32.8(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 35 (Personal and Protected Information), 36 (Confidential Information), 37 (Records the Provider must keep), 38 (Public Sector Data), 41 (Program Assurance Activities and audits), 42 (Access to Material), 44 (Insurance), 64 (Negation of employment, partnership and agency), and 71 (Compliance with laws and government policies).
- 51.11 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).
- 51.12 The Department may publicly disclose the names of any Subcontractors.
- 51.13 The Provider must inform all Subcontractors that their participation in performing any of the Provider's obligations under this Deed may be publicly disclosed.
- 51.14 If the Provider does not comply with this clause 51, the Department may:
- (a) exercise any remedies specified in clause 55.2; or
 - (b) terminate this Deed under clause 59.

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

- 51.15 Clauses 51.16 to 51.28 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.
- 51.16 The Provider must comply with the PT PCP.
- 51.17 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 51.19, 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 51.20, 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 51.17 have not been complied with.
- 51.18 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 51.17; 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 51.17; 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).
- 51.19 Clause 51.17(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 51.17(a)(i).
- 51.20 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

- 51.21 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

- 51.22 If the Commonwealth considers or becomes aware that the Provider has not or may not have complied with:
- (a) the requirements of clauses 51.15 to 51.20; 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.
- 51.23 The Provider must complete all of the steps and activities contained in the PT PCP Remediation Plan provided under clause 51.2251.22(d).
- 51.24 If the Commonwealth considers that the Provider has failed to comply with any of its obligations under clauses 51.15 to 51.28, 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.
- 51.25 If the Provider is the subject of a complaint in relation to its compliance with clauses 51.15 to 51.20 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

- 51.26 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.
- 51.27 Without limiting clause 35, 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 51.26. The Provider must provide evidence of such consents to the Commonwealth on request.

Interpretation

- 51.28 A reference to the Commonwealth in clauses 51.21, 51.22, 51.25(b), 51.26 and 51.27 includes the PT PCP Policy Team.

52. Assignment and novation

- 52.1 The Provider must not assign any of its rights under this Deed without the Department's prior written approval.
- 52.2 The Provider must not enter into an arrangement that will require the novation of this Deed, without the Department's prior written approval.
- 52.3 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 the Parent Pathways Service (including any actual or constructive change to the proportion of Services being performed by any

entity in a particular Employment Region, allocated Service Area, geographic region or nationally).

Section A4.3 – Resolving Problems

53. Dispute Resolution

Best endeavours, good faith and cooperation

- 53.1 Subject to clause 53.7, 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 53.
- 53.2 Each Party must:
- (a) only seek to rely on this clause 53 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 53, in order to achieve a prompt and efficient resolution of any dispute.

Informal resolution

- 53.3 Subject to clause 53.7, 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

- 53.4 Subject to clause 53.7, if any dispute arising in relation to this Deed cannot be resolved using the process in clause 53.3, 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 53.4(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 53.4(c), the Parties will engage in a mediation in accordance with clause 53.5.

Mediation

53.5 If clause 53.4(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

53.6 Each Party must bear its own costs of complying with this clause 53, and the Parties must bear equally the cost of any Mediator engaged under clause 53.5.

53.7 This clause 53 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), 29 (Sample reviews), 32 (Access and information security assurance), 38 (Public Sector Data), 39 (Access by Participants and Employers to Records held by the Provider), 41 (Program Assurance Activities and audits), 42 (Access to Material), 47 (Corporate governance), 51 (Subcontracting), 54 (Provider suspension), 55 (Remedies), 56 (Performance under other Commonwealth agreements), 57 (Liquidated Damages), 58 (Termination or reduction in scope with costs), 59 (Termination or reduction in scope for default), 69 (The Department may vary certain terms), 85 (Performance assessments) or 87 (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.
- 53.8 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.

54. Provider suspension

- 54.1 The Department may take action under clause 55.2(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.
- 54.2 Notwithstanding any action taken by the Department under clause 54.1, the Provider must continue to perform its obligations under this Deed, subject to any Notice under clause 55.2(a)(i) to suspend the Services, in whole or in part.
- 54.3 If the Department suspends the Provider from delivering Services under clause 55.2(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 Service Area); and
 - (ii) not accept any new Connections in accordance with the relevant Notice (including in respect of any relevant Service Area); and
 - (b) Notify any relevant Connecting 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.

55. Remedies

- 55.1 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 59; or
- (e) this Deed otherwise provides for the Department to exercise rights under clause 55.2,

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 55.2.

55.2 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, Service Areas and/or Employment Regions);
 - (ii) Connections, 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 Service Areas allocated to the Provider (including to zero) in one or more Employment Regions, and by reducing Connections with the Provider (including to zero) or transferring some or all Participants to another employment services provider; and/or
- (l) reducing the scope of this Deed.

55.3 If the Department takes any action under this clause 55:

- (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.

56. Performance under other Commonwealth agreements

56.1 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 56.1(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 55.2; or
- (d) terminate this Deed, if the failure, breach, or conduct under clause 56.1(a) or 56.1(b) permitted the Commonwealth to terminate the relevant Commonwealth agreement.

57. Liquidated Damages

57.1 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 57 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 57.1(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 57.1(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 57.1(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 57.1(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 57.1(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 57.1(d)(iii) and 57.1(d)(v). The Provider would be liable to pay \$24,766 to the Department for that Financial Year in total.

57.2 Where clause 57.1(a) or clause 57.1(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 57.1(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 57.1(b), the administrative costs in processing and resolving Invalid Claims.

57.3 For the avoidance of doubt:

- (a) clause 57.1(a) does not apply where the Department reallocates the relevant Participants (and any related Employment Region(s) and/or Service Areas) without going to tender, including by reallocating the relevant Participants to any other Parent Pathways Provider at the relevant time;
- (b) clause 57.1(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.

58. Termination or reduction in scope with costs

- 58.1 The Department may, at its absolute discretion, at any time by Notice to the Provider, terminate or reduce the scope of this Deed.
- 58.2 If this Deed is terminated or reduced in scope under clause 58.1, the Department is only liable:
- (a) to make Payments as specified in clauses 58.3 and 58.4; and
 - (b) subject to clauses 58.6, 58.7 and 58.8, 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

- 58.3 Where the Department terminates this Deed under clause 58.1:
- (a) subject to clause 58.3(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 58.1, 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 58.1.

Limitation of Payments in the case of reduction in scope

- 58.4 Where the Department reduces the scope of this Deed under clause 58.1, with respect to the Services that cease after the reduction in scope ('Ceased Services'):
- (a) subject to clause 58.4(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 58.1, 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 58.1; or
 - (ii) after the Provider receives the relevant Notice issued by the Department under clause 58.1 to the extent that the commitment of the relevant monies does not relate to the Ceased Services.

Provider's obligations

58.5 Upon receipt of a Notice of termination or reduction in scope under clause 58.1, 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 58.3(c) or clause 58.4(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

58.6 The Department's liability to pay under this clause 58 is subject to the Provider's:

- (a) strict compliance with this clause 58; and
 - (b) full and proper substantiation, to the Department's complete satisfaction, of any amounts claimed under clause 58.3 or 58.4.
- 58.7 The Department will not be liable under this clause 58 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 58;
 - (b) any loss of any benefits that would have been conferred on the Provider had the termination or reduction in scope under this clause 58 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 58.
- 58.8 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.

59. Termination or reduction in scope for default

- 59.1 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 59.1(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 58) including under any other provision of this Deed giving the Department the right to terminate under this clause 59.

Section A4.4 – Other matters

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

Transition Period

- 60.1 The Department may Notify the Provider of a Transition Period at any time and for any reason.
- 60.2 If the Department Notifies the Provider of a Transition Period under clause 60.1, the Department may, at its absolute discretion, Notify the Provider that:
 - (a) the Department is ceasing or reducing the number of Connections with 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.
- 60.3 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.
- 60.4 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 Connections 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.

61. Acknowledgement and promotion

- 61.1 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.
- 61.2 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.

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

- 62.1 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.
- 62.2 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.
- 62.3 The Provider must, when requested by the Department, and in accordance with any Guidelines, participate in community of practice events convened by the Department, to enable the sharing of information on best practice between Parent Pathways Providers and the sharing of other information between stakeholders.

63. Conflict of interest

- 63.1 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.
- 63.2 The Provider must not enter into any arrangement that may cause a Conflict.
- 63.3 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.

63.4 If the Provider:

- (a) fails to take action in accordance with this clause 63; 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 59.

64. Negation of employment, partnership and agency

- 64.1 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.
- 64.2 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.

65. Protection of rights

65.1 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.

- 65.2 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.

66. Severance

- 66.1 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.

67. Entire agreement

- 67.1 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.

68. Variation of Deed

- 68.1 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.

69. The Department may vary certain terms

- 69.1 The Department may, at any time, vary:
- (a) Payments and Payment related provisions under this Deed;
 - (b) Sites, Service Areas, and/or Employment Regions of the Provider;
 - (c) Connections with the Provider and the number of Participants on the Provider's Caseload, including those that the Provider has Directly Registered;
 - (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 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.
- 69.2 If the Department exercises its rights under clause 69.1:
- (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.

70. Applicable law and jurisdiction

- 70.1 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.
- 70.2 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.

71. Compliance with laws and government policies

- 71.1 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.
- 71.2 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)

- 71.3 Clauses 71.4 to 71.5 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').
- 71.4 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.
- 71.5 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

- 71.6 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.

- 71.7 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.

72. Checks and reasonable care

Personnel and Supervisors

- 72.1 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

72.2 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 72.2(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

72.3 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 72.3(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 72.3(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.

- 72.4 With reasonable notice to the Provider, the Department may conduct a review of the Provider's compliance with the Child Safety Obligations.
- 72.5 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.
- 72.6 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.
- 72.7 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

- 72.8 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 72.8 do not apply to Participant Sourced Voluntary Work.

72.9 Subject to clause 72.10, 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.

72.10 The requirements set out in clause 72.9 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.

73. 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.

73.1 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.

- 73.2 For the purposes of clause 73.1(a), the Provider may use an Indigenous Enterprise as a Subcontractor, and/or in the Provider's supply chain.

High Value Deed

- 73.3 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 73.4 to 73.15.
- 73.4 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.
- 73.5 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.
- 73.6 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

- 73.7 The Provider must comply with, and report against, the Indigenous Participation Plan during the Term of this Deed.
- 73.8 The Provider may meet the Mandatory Minimum Requirements either directly and/or through Subcontracts under this Deed.
- 73.9 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.
- 73.10 The reports specified in clause 73.9 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.
- 73.11 Notwithstanding any other clause of this Deed, the Provider acknowledges and agrees that all reports it submits under clause 73.9:
 - (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.
- 73.12 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).
- 73.13 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.
- 73.14 The Provider must comply with all directions issued by the Department in relation to the Provider's implementation of the Indigenous Participation Plan.
- 73.15 The Department may terminate this Deed in accordance with clause 59, 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 73.14.

74. Aboriginal and Torres Strait Islander peoples

74.1 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.

74.2 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.

74.3 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.

75. Modern slavery

75.1 In this clause 75:

- (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).
- 75.2 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.
- 75.3 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.
- 75.4 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.
- 75.5 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>.

76. Shadow Economy Procurement Connected Policy

- 76.1 The Provider warrants that at the Deed Commencement Date it holds all Valid and Satisfactory Statements of Tax Record required for its entity type under Part 10 of the Shadow Economy Procurement Connected Policy.
- 76.2 The Provider must hold all Valid and Satisfactory Statement of Tax Record required for its entity type under Part 10 of the Shadow Economy Procurement Connected Policy 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 all Valid and Satisfactory Statements of Tax Record required for the Subcontractor's entity type under Part 10 of the Shadow Economy Procurement Connected Policy 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 all Valid and Satisfactory Statements of Tax Record required for the Subcontractor's entity type under Part 10 of the Shadow Economy Procurement Connected Policy at all times during the term of the relevant Subcontract.

- 76.5 The Provider must retain up-to-date copies of all Valid and Satisfactory Statements 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.
- 76.7 Without limiting its other rights under this Deed or at law, any failure by the Provider to comply with the requirements outlined in clauses 76.1 to 76.6 will be a breach of this Deed.

77. Compliance with the Commonwealth Supplier Code of Conduct

- 77.1 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.
- 77.2 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 77.1.
- 77.3 The Provider must:
- (a) immediately Notify the Department if it suspects or becomes aware of any breach of clause 77.1; and
 - (b) ensure that the Notice referred to in clause 77.3(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.
- 77.4 Where the Department considers that the Provider may be in breach of clause 77.1, the Department may Notify the Provider, and the Provider must, within three Business Days of receiving a Notice, either:

- (a) where the Provider considers that a breach of clause 77.1 has not occurred, Notify the Department that there has not been a breach of clause 77.1 and provide information supporting that determination; or
 - (b) where the Provider considers that a breach of clause 77.1 has occurred, Notify the Department in accordance with clause 77.3 and otherwise comply with its obligations under this clause 77.
- 77.5 Notwithstanding clause 77.4, the Department may Notify the Provider that it considers that the Provider is in breach of clause 77.1, and the Provider must:
 - (a) rectify the breach in accordance with the relevant Notice; and
 - (b) otherwise comply with its obligations under this clause 77.
- 77.6 If the Provider fails to rectify a breach of this clause 77 in accordance with clause 77.5(a), the Department may terminate this Deed under clause 59.
- 77.7 The Department and Provider acknowledge and agree that:
 - (a) nothing in this clause 77 or the Commonwealth Supplier Code of Conduct limits, reduces, or derogates from the Provider's other obligations under this 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.
- 77.8 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.

78. Notices

- 78.1 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.

78.2 A Notice given in accordance with clause 78.1 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

79. Objectives

- 79.1 The Department and the Provider acknowledge and agree that the Parent Pathways Service has the following Objectives:
- (a) assist Participants to identify their future aspirations and Education and Employment goals that will lead to secure and decent work that fits with their caring responsibilities;
 - (b) support Participants to access other services and supports to help them to care for their family and address their Vocational Barriers and Non-vocational Barriers;
 - (c) support Participants to progress towards their identified goals;
 - (d) help Participants to access suitable Employment; and
 - (e) improve the longer-term economic security of Participants.

Section B1.2 – General requirements – Services to Participants

80. Assistance to Participants – General

- 80.1 The Provider must provide Services to all Participants:
- (a) who are Connected 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 Participants to identify and achieve their Education and Employment goals, and to address Vocational Barriers and Non-vocational Barriers.
- 80.2 The Provider must provide Services to each Participant:

- (a) to meet the Objectives specified in clause 79.1; and
 - (b) in accordance with:
 - (i) this Deed including any Guidelines;
 - (ii) all Key Service Commitments; and
 - (iii) any direction by the Department.
- 80.3 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) the Participant's culture, personal circumstances and background;
 - (b) the Participant's strengths, skills and experience;
 - (c) that each Participant may exercise choice about the Services they receive;
 - (d) the Participant's Vocational Barriers and Non-vocational Barriers;
 - (e) the Participant's identified goals; and
 - (f) the results of any Assessments.
- 80.4 The Provider must, in accordance with any Guidelines, for each Participant according to their individual needs:
- (a) develop a Goal Plan for the Participant;
 - (b) arrange Activities for the Participant in accordance with Section B3.1 - Activities for Participants), including referral to Complementary Programs, other non-vocational interventions, training and other opportunities;
 - (c) support them to address any complex challenges they may have, including by referring the Participant to existing local support services;
 - (d) develop and maintain a supportive relationship with the Participant through regular, ongoing contact;
 - (e) assist them to address literacy and numeracy deficits and improve their foundation skills;
 - (f) where appropriate, help them to gain their drivers licence, particularly in regional areas;
 - (g) assist them to choose and participate in activities to build their self-confidence, which may include group activities, capability building through Educational attainment, or with language and literacy or digital skills;

- (h) assist them to identify their future aspirations and Education and Employment goals that will lead to secure and decent work that fits with their caring responsibilities;
- (i) provide financial assistance to them with costs associated with participating in pre-employment services and activities;
- (j) help them if they want or need access to formal Early Childhood Education and Care to find a place with an Early Childhood Education and Care Service, and to apply for the Child Care Subsidy or the Additional Child Care Subsidy (Transition to Work), and assist them with Early Childhood Education and Care costs such as waitlist fees or bonds by accessing the Pooled Fund and the Individual Fund;
- (k) support them to access other services and supports to help them to address their Vocational Barriers and Non-vocational Barriers, taking account of caring responsibilities;
- (l) provide Post-placement Support to the Participant if they commence Employment and support them to cover any associated costs by accessing the Pooled Fund and the Individual Fund;
- (m) support them to progress towards their identified goals and to access suitable Employment opportunities;
- (n) provide career guidance to them, taking account of the Participant's strengths, transferable skills, experience, interests, goals and preferences, including advice on the range of suitable occupations and industries in the local area, including options that they may not have considered;
- (o) support them to identify skills development and Education or training needs, and to access training opportunities and achieve skills and Educational attainment;
- (p) support them to obtain and sustain suitable Employment if they want to obtain Employment, including by:
 - (i) providing 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;
 - (ii) supporting them to utilise Workforce Australia Online resources to improve their prospects of Employment, including online tools and information and Online Learning Modules;
 - (iii) assisting 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; and
 - (iv) accessing funding to support Wage Subsidies to secure improved long-term Employment opportunities; and

- (q) where appropriate assist them to relocate to take up available work in another location, including providing Relocation Assistance to support their moving costs where required.
- 80.5 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 on the days and during the hours specified in item 4 of SCHEDULE 1 – DEED AND BUSINESS DETAILS.

Section B1.3 – Stakeholder and potential Participant engagement

81. Stakeholder engagement

- 81.1 The Provider must, in delivering comprehensive Services for Participants and Employers, identify and collaborate with other Parent Pathways Providers and providers of other initiatives and services including:
 - (a) private and community-based providers of other services in the community;
 - (b) peak bodies and industry representatives;
 - (c) healthcare organisations;
 - (d) education and training institutions;
 - (e) Employer stakeholders, such as local business councils;
 - (f) Commonwealth, state, territory and local governments;
 - (g) Other Service Providers;
 - (h) Jobs, Land and Economy Program providers;
 - (i) Complementary Program providers; and
 - (j) Employment Facilitators.
- 81.2 The Provider must participate in stakeholder engagement activities as requested by the Department, including:
 - (a) projects organised by Employment Facilitators; and
 - (b) workshops or meetings to support policy development.
- 81.3 The Provider may identify and participate in other stakeholder engagement activities, including:
 - (a) local area networks and forums; and
 - (b) Parent Pathways Provider networks and forums.

82. Potential Participant engagement

- 82.1 The Provider must actively recruit potential Participants through running promotional activities within, and only within, its Service Area(s).

Section B1.4 – Provider Performance and Quality Framework

83. Service Guarantee and Key Service Commitments

- 83.1 The Department and the Provider acknowledge and agree that:
- (a) the aim of the Key Service Commitments is to communicate with Participants and Employers the Services they can expect to receive from the Provider;
 - (b) the Key Service Commitments 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; and
 - (c) the Provider's compliance with the commitments in the Key Service Commitments and the Service Guarantee is an integral part of the Performance and Quality Framework.

Approval of Key Service Commitments

- 83.2 The Provider must submit to the Department a draft key service commitments document in accordance with any Guidelines within 60 days after the Deed Commencement Date.
- 83.3 The Department may, in its absolute discretion:
- (a) approve a draft key service commitments document as the Key Service Commitments for the relevant Employment Region; or
 - (b) direct the Provider to:
 - (i) amend a draft key service commitments document; and
 - (ii) resubmit a draft key service commitments document 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.
- 83.4 The Parties agree that on Notification by the Department of its approval of a draft key service commitments document for an Employment Region, that document becomes the Key Service Commitments for the relevant Employment Region.
- 83.5 The Department may immediately exercise its rights under clause 55.2 or clause 59 if the Provider fails to comply with clause 83.3(b).

- 83.6 The Provider must not make changes to any Key Service Commitments without the prior written agreement of the Department.
- 83.7 The Provider must:
- (a) conduct the Services:
 - (i) at or above the minimum standards in the Service Guarantee; and
 - (ii) from the date of the Notification specified in clause 83.4, in accordance with all representations made by the Provider with regard to the Services, including as specified in all Key Service Commitments and the Provider's response to any request for tender for this Deed; and
 - (b) prominently display the Service Guarantee and Key Service Commitments 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.

84. Performance and Quality Framework – General

- 84.1 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 all Key Service Commitments and the 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.

Performance Modules

- 84.2 To ensure their performance is considered holistically, the Department will assess Providers' performance against Performance Modules, in accordance with the Provider Performance and Quality Framework and any applicable Guidelines, in the following three modules:
- (a) Operational Efficiency – active and timely servicing of Participants, engagement of Participants, and referral of Participants to community support services;
 - (b) Service Effectiveness – successfully assisting Participants to develop skills which increase their likelihood to achieve sustained Employment; and

- (c) Quality of Service – assessment of quality of Services provided to Participants, and Provider compliance with the Service Guarantee, all Key Service Commitments and this Deed.

Other factors in performance assessment

- 84.3 When assessing the Provider's performance, the Department may also take into account other factors as specified in any Guidelines.

85. Performance assessments

- 85.1 During each Performance Period, the Department will assess the Provider's performance against the requirements of this Deed, including the Performance Modules, the Provider's compliance results, the Joint Charter, all Key Service Commitments, any representations in the Provider's response to any request for tender for this Deed and the Service Guarantee.
- 85.2 For the purposes of clause 85.1, 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.
- 85.3 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 Service Areas, 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 Employment Region(s) and/or Service Areas.

86. Provider performance and compliance results

- 86.1 Following assessment of the Provider's performance in accordance with clause 85, the Department may:
 - (a) determine the Provider's overall performance and compliance results; and
 - (b) compare the Provider's performance against that of other Parent Pathways Providers.
- 86.2 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.

87. Action about performance

- 87.1 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, Service Area or Site level is less than satisfactory, including:
- (a) against the Performance Modules; 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 Service Fee 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 Service Areas for the relevant Employment Region, including to zero; and/or
 - (ii) transfer relevant Participants on the Provider's Caseload to another Parent Pathways 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 Connections with the Provider for the Site from the date of the Notice; and/or
 - (iii) transfer Participants from that Site, including to another Parent Pathways Provider, and

if the Department takes the action specified in clause 87.1(f)(i), the Provider must immediately discontinue providing the Services at the Site in accordance with the relevant Notice.
- 87.2 References in this clause 87 to decreasing Service Areas in an Employment Region, include decreasing the Provider's Service Areas in the Employment Region to zero.
- 87.3 If, in accordance with this clause 87, the Department decreases the Provider's Service Areas 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.

- 87.4 Where Participants are transferred in accordance with this clause 87, the Provider must provide assistance and cooperation in accordance with clause 17.1.
- 87.5 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 Service Areas, for a period of time specified by the Department.
- 87.6 If the Department takes any action under this clause 87:
- (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 – Capacity Building Fund

88. Capacity Building Fund

- 88.1 The Department and the Provider acknowledge and agree that the purpose of the Capacity Building Fund is to support greater diversity of Parent Pathways Providers and to assist eligible Parent Pathways Providers to prepare for and establish themselves under the Parent Pathways Service.
- 88.2 This clause 88 only applies to the Provider if:
- (a) the Department determines, at its absolute discretion, that, at the Deed Commencement Date, the Provider is:
 - (i) is a small-to-medium enterprise (SME) with fewer than 200 employees (SME);
 - (ii) an Indigenous Enterprise; or
 - (iii) partnering with an SME or Indigenous Enterprise to deliver the Services;
 - (b) the Provider submits to the Department a proposal in relation to the Provider's proposed use of the Capacity Building Fund in accordance with any Guidelines; and
 - (c) the Department approves that proposal.
- 88.3 For the purposes of clause 88.2(a), the Department may:
- (a) rely on information and data collected from any source; and
 - (b) require the Provider to provide information to the Department in a manner and within a timeframe specified by the Department, including in any Guidelines.
- 88.4 The Department may give or withhold its approval under clause 88.2(c) in its absolute discretion, and may impose conditions on any such approval as it thinks fit, and the Provider must comply with those conditions.

- 88.5 If the Department Notifies the Provider that it approves the proposal, subject to this Deed including any Guidelines, the Department will pay the Provider the amount(s) specified in the proposal.
- 88.6 The Provider must deposit and hold all Capacity Building Fund monies in an account:
- (a) in the Provider's name and which the Provider controls with an authorised deposit-taking institution licensed under the *Banking Act 1959* (Cth) to carry on a banking business in Australia;
 - (b) established solely for the purposes of the receipt, custody and payment of the Capacity Building Fund; and
 - (c) separate from the Provider's other operational accounts.
- 88.7 The Provider:
- (a) may only use; and
 - (b) must acquit and report its use of,
- Capacity Building Fund monies in accordance with the proposal approved by the Department and any Guidelines.
- 88.8 If, at any time, the Department determines, at its absolute discretion, that:
- (a) Capacity Building Fund monies have not been spent, or legally committed for expenditure, in accordance with this Deed including any Guidelines;
 - (b) Capacity Building Fund monies have not been acquitted to the Department's complete satisfaction; or
 - (c) the Provider has not otherwise complied with this clause 88,
- the Department may, at its absolute discretion, recover some or all of the Capacity Building Fund monies from the Provider as a debt in accordance with clause 23.
- 88.9 The Department may, at any time:
- (a) place limits on or restrict the Provider's ability to use the Capacity Building Fund; and
 - (b) take any other action as specified in any Guidelines.

CHAPTER B2 – SERVICING PARTICIPANTS

Section B2.1 – Provider's Caseload

89. Services Caseload – General

- 89.1 The Department and the Provider acknowledge and agree that:

- (a) the Provider's Caseload, at a particular point in time, is made up of all Participants who have on or before that point in time been Connected with the Provider (as referred to in clause 89.1(b)(i)) or Directly Registered with the Provider (following initially connecting with the Provider as referred to in clause 89.1(b)(ii)), and have not been Exited or transferred to another Parent Pathways Provider since that Connection or Direct Registration; and
- (b) potential Participants and Participants may be initially connected with the Provider (prior to eligibility being confirmed):
 - (i) through Connection:
 - (A) when a Participant is transitioned to the Provider by the Department from a Former ParentsNext Provider;
 - (B) when a Participant engages with Services Australia, expresses an interest in participating in the Parent Pathways Service and provides consent for their information to be shared with a Parent Pathways Provider;
 - (C) when a Participant moves to the Provider from an Other Service or Workforce Australia Online, including where a Workforce Australia Services Online Participant requests to be moved to the Parent Pathways Service; or
 - (D) when a Participant is transferred to the Provider from another Parent Pathways Provider; or
 - (ii) when either:
 - (A) a potential Participant presents to the Provider without a Connection; or
 - (B) the Provider recruits a potential Participant (without a Connection) through promotional activities within a Service Area.

89.2 Where a potential Participant or a Participant is Connected with the Provider in accordance with clause 89.1(b)(i)(B) to (D), the Provider must attempt to contact the potential Participant or Participant in the manner and within the timeframe specified in any Guidelines.

90. Transitioned Participants

90.1 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.

91. Confirmation of eligibility and consent

- 91.1 The Provider must, in accordance with any Guidelines, including within the timeframes specified in any Guidelines:
 - (a) confirm the individual is an Eligible Participant, including by seeking the information specified in the Guidelines from the individual;
 - (b) provide the individual with the Privacy Notification and Consent Form, and explain the form to them, including explaining the types of Personal Information they may be required to provide during their participation in the Services and how this information will be used and disclosed; and
 - (c) if the Provider confirms that the individual is an Eligible Participant:
 - (i) Directly Register the individual if the individual was not Connected with the Provider; and
 - (ii) provide Services to the individual (whether they are Connected or Directly Registered with the Provider) in accordance with this Deed.
- 91.2 Where a Participant is Connected with 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.
- 91.3 Where an individual presents to the Provider without being Connected with the Provider, and is not an Eligible Participant, the Provider must, in accordance with any Guidelines:
 - (a) if they present in crisis, immediately provide, or refer them to, relevant crisis assistance; and
 - (b) determine if they may be eligible to receive services from any of the providers referred to in clauses 81.1(g) to 81.1(j), and connect the individual with any of the providers that they may be eligible to receive services from.

92. Transfers

Transfers to and from the Provider

- 92.1 The Provider agrees that a Participant may be transferred to another Parent Pathways Provider:
 - (a) after the Participant changes address, provided that the Provider, the proposed new Parent Pathways Provider and the Participant all agree to the transfer;
 - (b) where the Department is satisfied that:

- (i) a change in Parent Pathways Provider would better assist the Participant to achieve their identified goals, would be more convenient for the Participant in terms of the location or would better meet the Participant's needs; 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 Parent Pathways 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.
- 92.2 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 Discussion with the Participant in accordance with clause 98 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 37.
- 92.3 Where a Participant is the subject of a 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

- 92.4 If a Participant is transferred to another 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

93. Engagement – General

- 93.1 The Department and the Provider acknowledge and agree that the objective of all Engagements is to support, motivate and encourage Participants to achieve their identified goals.

- 93.2 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.
- 93.3 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) Appointments;
 - (b) the Initial Contact;
 - (c) the Initial Discussion;
 - (d) the Follow-up Discussion;
 - (e) other Contacts with the Provider;
 - (f) Activities;
 - (g) non-vocational interventions;
 - (h) Education and training;
 - (i) service to community, such as participation in Defence Force Reserves, State emergency services and volunteer firefighting organisations, where known in advance; and/or
 - (j) other activities, such as group based activities arranged by the Provider,
- in which the Participant participates.

94. Appointments and Contacts with Participants

- 94.1 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.
- 94.2 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 that is suitable for the Participant.
- 94.3 Subject to any Guidelines and any direction by the Department, the Provider must conduct a Contact by the mode requested by the Participant, whether that be in-person face-to-face, by phone or online.
- 94.4 In delivering each Contact, including each Initial Contact, 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.
- 94.5 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.
- 94.6 Where, during any Contact, the Participant provides any information regarding their circumstances, the Provider must ensure that the information is recorded in the Department's IT Systems in accordance with the Guidelines.

95. Mentors

- 95.1 The Provider must assign a Mentor to each Participant in accordance with clause 95.2.
- 95.2 The Provider must use reasonable endeavours to ensure that, where a Mentor is assigned to a Participant, the Mentor remains assigned to the Participant for at least 12 months, and conducts each Contact with the Participant (after the Initial Contact) that occurs while they are assigned to the Participant.
- 95.3 The Provider must, in accordance with any Guidelines, ensure that:
- (a) each Mentor agrees with each Participant that they are assigned at the Participant's Initial Discussion to a particular period of time each week during which the Mentor will be contactable by the Participant; and
 - (b) each Mentor is available to be contacted by each Participant that they are assigned during that agreed time period each week.
- 95.4 The Provider must ensure that it maintains the ratio of:
- (a) the number of Participants (excluding those who are Paused) on its Caseload to the number of Mentors; and
 - (b) the number of Senior Staff to the number of Mentors,
- as specified in any Guidelines.

Section B2.3 – Planning Phase

96. Planning Phase - General

- 96.1 The Department and the Provider acknowledge and agree:
- (a) the importance of the Provider building positive relationships with Participants as part of the Planning Phase, including during the Initial Contact, the Initial Discussion and each subsequent Contact; and

- (b) that the objectives of the Planning Phase for each Participant, including the Initial Discussion, are:
 - (i) for the Provider to ascertain the Participant's skills and strengths, and any Vocational Barriers and Non-vocational Barriers that the Participant may have, and to inform servicing that is individualised and tailored; and
 - (ii) to assist the Participant to identify their future aspirations and identified goals that will lead to secure and decent work that fits with their caring responsibilities.
- 96.2 The Provider must, in accordance with this Deed including any Guidelines, during the Planning Phase for each Participant:
- (a) conduct an Initial Contact in accordance with clause 97;
 - (b) conduct an Initial Discussion in accordance with clause 98;
 - (c) conduct the Parent Snapshot;
 - (d) assist them to develop their Goal Plan and identify and choose relevant Activities to participate in and record these Activities on the Department's IT Systems; and
 - (e) otherwise comply with any Guidelines.

97. Initial Contacts

- 97.1 In conducting the Initial Contact, the Provider must, in accordance with any Guidelines:
- (a) explain the Services that the Provider will provide to them and promote those Services;
 - (b) if the Participant advises that they wish to participate in the Services:
 - (i) organise a time for the Initial Discussion with the Participant that is suitable for the Participant;
 - (ii) ask the Participant if they require the service of an interpreter at the Initial Discussion, and arrange for that service to be provided at the Initial Discussion if requested by the Participant; and
 - (iii) ask the Participant if they require any adjustments or supports to attend the Initial Discussion (such as transport to and from the location of the Initial Discussion), and arrange for adjustments and supports to be provided to the Participant for the purpose of attending the Initial Discussion if requested by the Participant;
 - (c) if the Participant advises that they do not wish to participate in the Services, Exit the Participant; and

- (d) otherwise comply with any Guidelines.
- 97.2 If, during the Initial Contact, the Participant confirms that they wish to participate in the Services, the Provider must assign a Mentor to the Participant, and arrange for the Mentor to conduct the Initial Discussion with the Participant.

98. Initial Discussions

- 98.1 In conducting the Initial Discussion, the Provider must, in accordance with any Guidelines:
- (a) for all Participants:
 - (i) explain the Services that the Provider will provide to them, and identify the elements of the Services that are of most interest and assistance to them;
 - (ii) confirm with them whether they agree to continue to participate in the Services, and if the Participant advises that they do not wish to participate in the Services, Exit the Participant;
 - (iii) unless the Participant was previously provided with the Privacy Notification and Consent Form as part of their Direct Registration process, provide them with the Privacy Notification and Consent Form, and explain the form to them, including explaining the types of Personal Information they may be required to provide during their participation in the Services and how this information will be used and disclosed;
 - (iv) complete the Participant's Registration;
 - (v) assist them to identify their strengths and existing skills, and to complete a Parent Snapshot to assess their current needs, Vocational Barriers and Non-vocational Barriers;
 - (vi) identify a time that suits them for a Follow-up Discussion, record that Engagement in the Department's IT Systems, and ask the Participant to consider in the meantime their Education and Employment goals and the supports they might need to achieve those goals so that these can be discussed at the Follow-up Discussion; and
 - (b) in addition to complying with the requirements in clause 98.1(a), take the actions specified in any Guidelines if the Provider becomes aware that the Participant is receiving a Disability Support Pension; and
 - (c) otherwise comply with any Guidelines.
- 98.2 If a Participant discloses during the Initial Discussion, or at any other time, that they have any Complex Challenges, the Provider must, in accordance with any Guidelines:
- (a) assist the Participant in accordance with clause 98.2(b) to connect with appropriate local services to address those Complex Challenges, such as:

- (i) social support services (for example, housing services, family and domestic violence services, crisis/trauma services or legal services);
 - (ii) general practitioners (doctors);
 - (iii) peer support services and social groups;
 - (iv) counselling services;
 - (v) cultural support networks and services;
 - (vi) family wellbeing services;
 - (vii) health services, such as drug and alcohol treatment services; and/or
 - (viii) mental health services; and
- (b) assist the Participant by:
- (i) booking an appointment for the Participant with the relevant service at a time that is suitable for the Participant;
 - (ii) provide the Participant with the details of the appointment (i.e. time and location), and ask the Participant if they require assistance to attend the appointment; and
 - (iii) if the Participant requires assistance to attend the appointment, arrange such assistance, including by assisting the Participant to access the Pooled Fund and/or the Individual Fund.

98.3 From the time of each Participant's Initial Discussion, and throughout the period during which they are on the Provider's Caseload, the Provider must, in accordance with any Guidelines, provide practical assistance to the Participant to help them achieve their identified goals, which may include:

- (a) supporting the Participant to navigate the income support system (for example assisting the Participant to access child care subsidies and Commonwealth rent assistance);
- (b) supporting the Participant to access child care and/or other caring support;
- (c) assisting the Participant to access transport (for example, facilitating transport for appointments and supporting the Participant to obtain a driver licence and meet the associated costs by accessing the Pooled Fund and/or the Individual Fund);
- (d) assisting the Participant to access a foodbank and other cost of living-associated support services;
- (e) assisting the Participant to obtain interpreter services; and/or
- (f) connecting the Participant to local community networks or organisations.

98.4 Where:

- (a) the Participant has failed to attend three consecutively rescheduled Appointments for an Initial Discussion 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 Discussion,

the Provider must record the outcome in the Department's IT Systems indicating:
- (c) repeated non-attendance by the Participant where clause 98.4(a) applies; or
- (d) that the Participant is not contactable where clause 98.4(b) applies.

99. Follow-up Discussions

99.1 In conducting the Follow-up Discussion, the Provider must, in accordance with any Guidelines:

- (a) assist the Participant to identify their goals and what supports they may need to address their Vocational Barriers and Non-vocational Barriers;
- (b) assist the Participant to identify the incremental steps that they can take to achieve their identified goals;
- (c) assist the Participant to choose Activities and/or services that will support them to build their confidence, achieve their identified goals and address their Vocational Barriers and Non-vocational Barriers;
- (d) assist the Participant to create an initial draft Goal Plan, and ask the Participant to consider the initial draft Goal Plan and decide whether to agree to it (which can be done after the Follow-up Discussion);
- (e) provide the Participant with information on the support available to them through the Pooled Fund and the Individual Fund; and
- (f) identify a time that suits the Participant for Monthly Check-ins, and record those Engagements in the Department's IT Systems.

100. Ongoing Assessment – General

100.1 The Provider may assess the needs of a Participant using the Parent Snapshot and its own resources to tailor the support offered to the Participant as part of the Services.

101. Parent Snapshot

101.1 The Provider may at any time, in accordance with any Guidelines, record changes in the Participant's personal circumstances or include new information in a Participant's

record in the Department's IT Systems by conducting a Change of Circumstances Reassessment using the Parent Snapshot.

102. Goal Plans – General

- 102.1 The Department and the Provider acknowledge and agree:
- (a) that each Goal Plan outlines what the Participant has agreed to do in the Services;
 - (b) that the contents of each Goal Plan must be tailored to the circumstances of the individual Participant to support them in achieving their identified goals; and
 - (c) the importance of the Provider updating the Goal Plan to reflect a Participant's current circumstances and servicing needs.
- 102.2 The Provider must ensure that, once a Participant has agreed to a Goal Plan, the Goal Plan is regularly updated to reflect the Participant's current circumstances and servicing needs.
- 102.3 The Provider must:
- (a) provide each Participant with the assistance; and
 - (b) arrange and support participation in any Activities, specified in the Participant's Goal Plan.
- 102.4 The Provider must, in accordance with any Guidelines:
- (a) explain the Goal Plan and the consequences of not agreeing to the Goal Plan to the Participant;
 - (b) provide time for the Participant to consider the Goal Plan before agreeing to it;
 - (c) ensure that each Participant is:
 - (i) aware of the details of each Engagement recorded in the Participant's Goal Plan; and
 - (ii) notified by the Provider in the manner required by any Guidelines, with regards to the Engagement.

103. Contents of a Goal Plan

- 103.1 The Provider must ensure that each Participant's Goal 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 - Engagement Phase

104. Start of the Engagement Phase

- 104.1 The Engagement Phase for a Participant starts when the Participant first agrees to a Goal Plan.

105. Monthly Check-ins

- 105.1 During each Participant's Engagement Phase, the Provider must conduct a Monthly Check-in with the Participant at least once each month, unless the Participant requests otherwise, in accordance with any Guidelines.
- 105.2 The Provider must send a text or email to each Participant one Business Day prior to the time of each Appointment for each of their Monthly Check-ins to remind the Participant of the Appointment.

106. Supporting Participants to achieve their identified goals

- 106.1 During each Participant's Engagement Phase, the Provider must support the Participant to build their confidence and capabilities to achieve their identified goals, including, where appropriate having regard to the Participant's current skills, assisting the Participant to:
- (a) build their language and literacy skills (for example, through referring the Participant to Skills for Education and Employment (SEE) or the Adult Migrant English Program (AMEP));
 - (b) complete or increase their level of Educational attainment, update existing skills, or gain recognition of prior learning or overseas qualifications;
 - (c) connect with schools, non-accredited and accredited training and relevant Education institutions (including support to navigate pathways from non-accredited to accredited training);
 - (d) build their digital literacy and financial management skills; and/or
 - (e) build their confidence in taking up Employment, including understanding workplace structures and dynamics (for example, working in a team), their rights and responsibilities and communications in the workplace.
- 106.2 Where a Participant commences Employment, the Provider must, in accordance with any Guidelines, provide Post-placement Support to the Participant to assist them to sustain the Employment.
- 106.3 The assistance that the Provider must provide under clause 106.1 includes providing the Participant, in accordance with any Guidelines, with assistance to access the Pooled Fund and/or the Individual Fund to build their confidence and capabilities to achieve their identified goals.

- 106.4 If a Participant advises the Provider that they have obtained Employment, or wish to obtain Employment, the Provider must, in accordance with any Guidelines, provide them with:
- (a) details of the current National Minimum Wage including the special national minimum for Junior Employees;
 - (b) the Fair Work Ombudsman website and contact details; and
 - (c) if they have not yet obtained Employment, the following assistance, unless otherwise requested by the Participant:
 - (i) assistance to build and update their resume and cover letter/job pitch, assistance with job searching and coaching on how to participate in a job interview;
 - (ii) assistance to undertake targeted training to gain appropriate licences and industry qualifications (for example, Working With Children Check, vulnerable people check, first aid certificate or white card);
 - (iii) assistance to undertake paid work experience placements;
 - (iv) referring the Participant to other employment services programs; and
 - (v) assistance to access the Pooled Fund and/or the Individual Fund to cover the costs associated with finding or starting Employment.

107. Arranging participation in Activities

- 107.1 During each Participant's Engagement Phase, the Provider must arrange and support that Participant's participation in any Activities specified in the Participant's Goal Plan in accordance with CHAPTER B3 – ACTIVITIES.

108. 12 Month reviews and engagement

- 108.1 The Provider must for each Participant, at least every 12 months after the Participant Commences, undertake the reviews (including reviewing and updating the Participant's Goal Plan), and engage with the Participant, as specified in any Guidelines.

Section B2.5 - Transitional support, Pauses and Exits

109. Transitional support

- 109.1 Within the six months prior to a Participant commencing participation in an employment service, either Workforce Australia Services, Disability Employment Services or the Community Development Program (for example, due to their youngest child turning six years old), the Provider must support the Participant to transition in accordance with any Guidelines.

110. Pauses and Exits – General

110.1 The Department and the Provider acknowledge and agree that:

- (a) at any time, a Participant may Pause or Exit from the Services;
- (b) the Department's IT Systems will identify if a Participant has Paused or Exited;
- (c) any Participant may be Paused or Exited by the Provider in accordance with any Guidelines;
- (d) any Participant may be Exited by Services Australia or the Department; and
- (e) the Participant's Period of Registration and Period of Service will be shown on the Department's IT Systems.

110.2 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 Paused, no longer being Paused or being Exited.

111. Effect of Pauses

111.1 Where a Participant is Paused, the Participant's:

- (a) current Period of Service; and
- (b) current Period of Registration,

are halted and recommence when the Pause ends.

112. Where a Participant requests a Pause

112.1 Where a Participant requests a Pause, the Provider must, in accordance with any Guidelines, record in the Department's IT Systems, the start date and end date of the Pause and the reason for the Pause.

112.2 Where a Participant is Paused, the Provider must, in accordance with any Guidelines, contact the Participant at least one week prior to the Pause end date recorded in the Department's IT Systems to confirm whether the Participant intends to recommence participating in the Services or requires the Pause to be extended.

113. Management during a Pause

113.1 The Department and the Provider acknowledge and agree that, where a Participant is Paused:

- (a) the Participant's current Period of Registration and Period of Service are halted and recommence when the Pause ends in accordance with any Guidelines; and
- (b) the Participant will remain Paused until the Participant decides to recommence their participation in the Services or the Participant is Exited.

- 113.2 If the Provider or Services Australia identifies, or the Provider is notified by Services Australia, that a Participant 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 participating in the Services.

114. Delivery of Services following cessation of a Pause

- 114.1 Subject to clause 115, after a Pause, the Provider must immediately resume providing Services to the Participant, review the Participant's Goal Plan and update it as required, and review the Participant's servicing needs, in accordance with Section B1.2 – General requirements – Services to Participants, clauses 102 (Goal Plans – General) and 103 (Contents of a Goal Plan) and any Guidelines.

115. Participants who wish to cease participating in the Services

- 115.1 If a Participant advises the Provider that they do not wish to participate in the Services, the Provider must inform the Participant that Exiting from the Services may affect any Child Care Subsidy, Income Support Payment or Disability Support Pension that the Participant is receiving.

116. Effect of Exits

Note: A Participant can opt-out of the Parent Pathways Service at any time, and where a Participant chooses to opt-out, they are Exited.

- 116.1 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.
- 116.2 Where a Participant is Exited, the Provider may cease providing Services to the Participant.
- 116.3 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; and
 - (ii) Period of Service,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
 - (iii) because the Participant completed their Period of Service.
- 116.4 Subject to this Deed, 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:
- (a) the Provider must take the action specified in any Guidelines; and
 - (b) if the Provider Commences the Participant in accordance with this Deed, including any Guideline, the Participant begins a new Period of Registration and Period of Service.

Section B2.6 – WorkFoundations Placements

116A. WorkFoundations Placements

- 116A.1 The Department and the Provider agree that the objectives of the WorkFoundations Program are to:
- (a) provide Participants looking to enter or return to the workforce 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.
- 116A.2 Subject to this Deed, the Provider must, in accordance with any Guidelines:
- (a) create WorkFoundations Vacancies in the Department’s IT Systems;
 - (b) identify eligible and committed Participants for WorkFoundations Placements;
 - (c) refer eligible and committed Participants to WorkFoundations Employers; and
 - (d) provide transitional support to each WorkFoundations Participant as appropriate.
- 116A.3 When referring a Participant to a WorkFoundations Placement, the Provider must, in accordance with any Guidelines:
- (a) create WorkFoundations Vacancies in the Department’s IT Systems; 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.

116A.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 support the Participant to return to servicing in accordance with any Guidelines.

CHAPTER B3 – ACTIVITIES

Section B3.1 – Activities for Participants

117. Activities – General

117.1 The Department and the Provider acknowledge and agree that:

- (a) the Provider is responsible for:
 - (i) supporting Participants to participate in Activities that the Participant has chosen and that will align with their aspirations and help them progress towards their identified goals;
 - (ii) supporting Participants to participate in Activities which take into account their individual circumstances and work capacity, including by arranging individually tailored Activities; and
 - (iii) 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;
- (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;

- (f) the Provider may provide funding through the Pooled Fund and the Individual Fund to support a Participant's participation in pre-employment Activities to achieve their identified goals; and
- (g) the Provider may support Participants who want or need formal Early Childhood Education and Care to participate in Activities by helping them apply for the Child Care Subsidy or Additional Child Care Subsidy, or to secure a place in a suitable Early Childhood Education and Care Service.

117.2 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.

117.3 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.

117.4 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.

117.5 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.
- 117.6 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.
- 117.7 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.
- 117.8 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.
- 117.9 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.
- 117.10 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.
- 117.11 The Provider must, in accordance with any Guidelines, record details of each Activity in the Department's IT Systems, including details of the Participants referred to or placed in the Activity.

- 117.12 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.
- 117.13 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

118. Work health and safety – General

- 118.1 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.

119. Risk Assessments

- 119.1 To meet its obligations under clauses 119.2 to 119.5, the Provider must use a Competent Person.
- 119.2 The Provider must, in accordance with any Guidelines:
- (a) 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 conducted by employment services providers specified in clause 119.3, undertake a Participant Risk Assessment for each Participant, with regard to their potential participation in any such Specified Activity, before their commencement in the Specified Activity; and
 - (c) retain Records of each Risk Assessment referred to in clause 119.2(a) and clause 119.2(b) and any action taken in accordance with the Risk Assessment, and provide the relevant Records to the Department upon request.
- 119.3 The Provider must confirm that a Participant Risk Assessment has been undertaken for any Specified Activity conducted by any other provider specified in any Guidelines in which a Participant on the Provider's Caseload has been placed.

119.4 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.

119.5 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.

120. Incidents

- 120.1 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.
- 120.2 Where an incident falls within clause 120.1(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.
- 120.3 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.

121. 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. 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.

- 121.1 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.

- 121.2 The Provider must conduct relevant checks on all Participants and all relevant Personnel and Supervisors in accordance with clause 72.
- 121.3 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.
- 121.4 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.
- 121.5 Where the Department gives Notice under clause 121.4, 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.
- 121.6 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.
- 121.7 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 51.

Section B3.3 – Requirements for Activities

122. Voluntary Work

- 122.1 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.
- 122.2 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.
- 122.3 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 122.

123. Observational Work Experience Placement

- 123.1 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.
- 123.2 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.
- 123.3 Before placing a Participant into an Observational Work Experience Placement, the Provider must ensure that the Participant is eligible to participate in an Observational Work Experience Placement.
- 123.4 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.

124. Employability Skills Training

- 124.1 The Department and the Provider acknowledge 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.
- 124.2 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.
- 124.3 The Provider must not refer a Participant to an EST Course if:
- (a) the Participant is not receiving an Income Support Payment; and/or
 - (b) subject to any Guidelines, to do so would exceed the Referral Cap.
- 124.4 If, at any time, the Department determines, at its absolute discretion, that the Provider is in breach of clause 124.3(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 55.2.
- 124.5 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.

125. Career Transition Assistance

- 125.1 The Department and the Provider acknowledge and agree that:
- (a) the objectives of CTA are to:

- (i) enhance the digital literacy and employability of CTA Eligible Participants through training; and
 - (ii) support CTA Eligible Participants to understand their existing skills, and identify and address any skills gaps or barriers for local vacancies or industries in demand;
 - (b) CTA is a Complementary Program delivered by CTA Providers; and
 - (c) CTA is targeted at Participants aged at least 45 years.
- 125.2 The Provider may, in accordance with Section B3.1 – Activities for Participants and any Guidelines, refer CTA Eligible Participants to CTA Courses with available places which have been scheduled by CTA Providers in the Department’s IT Systems.
- 125.3 For each CTA Eligible Participant who the Provider refers to a CTA Course, the Provider must:
- (a) attend a Personal Handover Meeting; and
 - (b) comply with any requirements specified in any Guidelines with respect to the CTA Eligible Participant’s attendance at, and completion of, the CTA Course.
- 125.4 The Provider must not refer a Participant to a CTA Course if:
- (a) the Participant is aged less than 45 years;
 - (b) the Participant is preparing to transition to other employment services; and/or
 - (c) subject to any Guidelines, to do so would exceed the Referral Cap.
- 125.5 If, at any time, the Department determines, at its absolute discretion, that the Provider is in breach of clause 125.4(c):
- (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 CTA 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 125.5(a), the Department may exercise any remedies specified in clause 55.2.

126. Self-Employment Assistance

- 126.1 The Department and the Provider acknowledge and agree that:
- (a) the objective of Self-Employment Assistance is to encourage people to consider self-employment as an alternative to traditional employment by supporting people to start and run a viable small business;

- (b) Self-Employment Assistance is a Complementary Program delivered by Self-Employment Assistance Providers; and
- (c) Self-Employment Assistance has broad eligibility.

Note: Self-Employment Assistance Providers will place Participants in Self-Employment Assistance Activities on the Department's IT Systems.

- 126.2 The Provider must ensure that any Participant who expresses an interest in self-employment is made aware of Self-Employment Assistance.
- 126.3 The Provider may, in accordance with any Guidelines, refer Participants identified as suitable for self-employment to a Self-Employment Assistance Provider.
- 126.4 Where a Participant who is referred to a Self-Employment Assistance Provider is assessed by the Self-Employment Assistance Provider as:
 - (a) not Self-Employment Assistance Eligible;
 - (b) Self-Employment Assistance Eligible, but not suitable to participate; or
 - (c) not participating appropriately in Self-Employment Assistance,
 the Self-Employment Assistance Provider will inform the Provider that the referral is rejected, and the Provider must take action in accordance with any Guidelines.

127. Skills for Education and Employment

- 127.1 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.
- 127.2 The Provider may, in accordance with any Guidelines, refer any SEE Eligible Participant to a SEE Provider to undertake a SEE Training Course.
- 127.3 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.
- 127.4 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.

128. Non-vocational assistance and interventions

- 128.1 The Department and the Provider acknowledge and agree that Participants may require assistance and interventions to address their Non-vocational Barriers.
- 128.2 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.
- 128.3 The Provider must pay any Subcontractor or third party engaged to deliver non-vocational assistance and intervention.

129. Disability Support Pension recipients

- 129.1 Where the Provider becomes aware that a Participant is receiving a Disability Support Pension, the Provider must take the actions specified in any Guidelines.

CHAPTER B4 – FINANCIAL SUPPORT

Section B4.1 – Engagement Support

130. Engagement Support – General

130.1 The Department and the Provider acknowledge and agree that:

- (a) there is a range of Engagement Support accessible through the Services that Providers can use when tailoring support for Participants to engage in the Services and to achieve their identified goals;
- (b) the Provider must ensure that payments relating to Engagement Support are made in accordance with this Deed and any Guidelines; and
- (c) 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 Engagement Support in accordance with any Guidelines.

131. Pooled Fund and Individual Fund

131.1 The Provider acknowledges and agrees that:

- (a) Funds are intended to be used by the Provider to support Participants' engagement in the Services and to achieve their identified goals;
- (b) the Individual Fund is intended to give Participants direct discretion, transparency and equity over purchases related to building skills and capability and for assistance to attend Appointments or Activities; and
- (c) the Pooled Fund is intended to supplement the Individual Fund, to be administered by the Provider in consultation with Participants, and to support a broader range of purchases or higher cost purchases for Participants who are most in need of assistance.

131.2 Where any Participant requests that the Provider make any purchase for the Participant to assist the Participant to participate in the Services and/or to achieve their identified goals specified in their Goal Plan, the Provider must, in accordance with any Guidelines:

- (a) record the request in the Department's IT Systems;
- (b) if the Provider is permitted, under this Deed including any Guidelines, to claim a Reimbursement from either Fund in relation to the purchase, make the purchase within the timeframe specified in any Guidelines;
- (c) if the Provider is not permitted, under this Deed including any Guidelines, to claim a Reimbursement from the Participant's Individual Fund in relation to the purchase due to that Fund having insufficient credits, notify the Participant of this, including the reason why the purchase is not permitted;

- (d) if the Provider is not permitted, under this Deed including any Guidelines, to claim a Reimbursement from either Fund in relation to the purchase:
 - (i) notify the Participant of this, including the reason why the purchase is not permitted;
 - (ii) discuss with the Participant possible alternative purchases; and
 - (iii) if the Participant disagrees with the outcome of the discussion, inform the Participant of the Customer feedback system that the Provider has established under clause 30.
- 131.3 Where a Provider is permitted to claim a Reimbursement from either Fund as referred to in clause 131.2(b), the Provider must claim the Reimbursement from the Participant's Individual Fund.
- 131.4 Subject to this Deed and any Guidelines, the:
 - (a) Pooled Fund; and
 - (b) Individual Fund,

will be credited in the amounts and at the times specified in Table 3 and Table 4, as relevant, in ANNEXURE B1 – PAYMENTS.
- 131.5 The Department will only credit the Funds in respect of a Participant at a time specified in Table 3 and Table 4 in ANNEXURE B1 – PAYMENTS where that time occurs on or after the time that the Participant has Commenced and while the Participant remains on the Provider's Caseload.
- 131.6 Subject to any Notice from the Department, the amounts specified in Table 3 and Table 4 in ANNEXURE B1 – PAYMENTS will be increased by 6.8 per cent once only from 1 July 2027.
- 131.7 If the Provider does not claim a Reimbursement in relation to any amount that is credited to the Individual Fund within 12 months after the date on which the credit is applied, the Department will deduct that amount from the Individual Fund.
- 131.8 Where a Participant transfers to the Provider from another Parent Pathways Provider, the Department will transfer any remaining credits in the Participant's Individual Fund to the Provider.
- 131.9 The Provider may only transfer Fund credits in accordance with any Guidelines.
- 131.10 The Provider may only seek Reimbursements from the Funds in accordance with any Guidelines and the credits available to them as specified in the Department's IT Systems at the time of the Provider's claim.
- 131.11 The Department may, at any time:
 - (a) impose limits upon the Provider's access to the Funds;

- (b) increase or reduce the amounts credited to the Funds;
- (c) place limits on or restrict the Provider's ability to transfer amounts credited to the Funds between its Sites; and
- (d) take any other action as specified in any Guidelines.

131.12 The Provider must not represent notional credits allocated to it in the Funds in its financial accounts.

131.13 Subject to any Guidelines, each claim for Reimbursement must be rendered by the Provider to the Department:

- (a) for a Reimbursement of purchases of goods or services, no more than 56 days after the relevant purchase has been made by the Provider; or
- (b) for a Reimbursement of a Wage Subsidy from the Pooled Fund, no more than 56 days after the end of the relevant Wage Subsidy Placement.

Note: For Youth Bonus Wage Subsidies, the timeframe requirement for rendering claims for Reimbursement is set out in clause 132.6.

Section B4.2 – Financial Incentive for Employers

132. Wage Subsidies

132.1 This clause 132 applies to both Wage Subsidies Reimbursed from the Pooled Fund and Youth Bonus Wage Subsidies.

132.2 The Provider may, in accordance with any Guidelines, negotiate a Wage Subsidy Agreement with a Wage Subsidy Employer with respect to a Wage Subsidy Participant.

132.3 The Provider must only pay a Wage Subsidy to a Wage Subsidy Employer with respect to a Wage Subsidy Participant in accordance with any Guidelines.

132.4 The Provider must manage each Wage Subsidy Agreement in accordance with any Guidelines until the expiration or earlier termination of the Wage Subsidy Agreement.

Reimbursement

132.5 Once the Provider has properly paid a Wage Subsidy in accordance with clause 132.3, the Provider may submit a claim for Reimbursement through the Department's IT Systems, but must only do so:

- (a) in accordance with this clause 132 and any Guidelines; and
- (b) for Wage Subsidies Reimbursed from the Pooled Fund, also in accordance with clause 131.

- 132.6 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 Wage Subsidy Placement or as otherwise specified in any Guidelines.

Note: For Wage Subsidies Reimbursed from the Pooled Fund, the timeframe requirement for rendering claims for Reimbursement is set out in clause 131.13.

- 132.7 The Department will Reimburse the Provider for each Wage Subsidy that has been:
- (a) paid and properly claimed by the Provider in accordance with this clause 132 and any Guidelines; and
 - (b) for Wage Subsidies Reimbursed from the Pooled Fund, also properly claimed by the Provider in accordance with clause 131.
- 132.8 The Provider agrees that the Department is under no obligation to Reimburse the Provider for a Wage Subsidy paid by the Provider where the Provider has failed to comply:
- (a) with this clause 132 or any Guidelines; or
 - (b) for Wage Subsidies Reimbursed from the Pooled Fund, with clause 131.

Section B4.3 – Other Financial Support

133. Relocation Assistance

- 133.1 This clause 133 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.
- 133.2 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.
- 133.3 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

- 133.4 Once the Provider has properly paid Relocation Assistance in accordance with clause 133.3, the Provider may submit a claim for Reimbursement through the Department's IT Systems, but must only do so in accordance with this clause 133 and any Guidelines.

- 133.5 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.
- 133.6 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 133 and any Guidelines.
- 133.7 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 133 and any Guidelines.

CHAPTER B5 – PAYMENTS

134. Service Fees

- 134.1 Subject to this Deed including any Guidelines, the Department will pay the Provider:
- (a) a Service Fee in the amount and at the times specified in Table 1 in ANNEXURE B1 – PAYMENTS; and
 - (b) where a Participant transfers to the Provider for any reason during the Participant's Period of Service, on Commencement of the Participant, a pro-rata amount of the Service Fee payable for the Participant for the Service Fee Period in which the date of Commencement occurs, calculated by the Department based on the period of time from the date of the Commencement of the Participant to the end of the Service Fee Period in which the date of the transfer occurs.
- 134.2 The Department will only pay the Provider a Service Fee in respect of a Participant at a time specified in Table 1 in ANNEXURE B1 – PAYMENTS where that time occurs on or after the Participant has Commenced and while the Participant remains on the Provider's Caseload.
- 134.3 The Provider must comply with any Guidelines in relation to the payment of Service Fees.

Note: The Department has implemented a process of automated payment of Service Fees which does not require the submission of claims by the Provider.

Payment of Service Fees in advance

- 134.4 Subject to this Deed including any Guidelines, the Department will pay the Provider Service Fees in advance:
- (a) for the Payment Period starting on the Deed Commencement Date, on the Deed Commencement Date, or within the timeframe specified in the Guidelines after the Deed Commencement Date, calculated in accordance with clause 134.5; and

- (b) for each subsequent Payment Period, at the start of each Payment Period, calculated in accordance with clause 134.6.

Payment of Service Fees in advance for the Payment Period starting on the Deed Commencement Date

- 134.5 The amount of the advance payment of Service Fees referred to in clause 134.4(a) is calculated as follows:

Estimated Caseload x 0.90 x Service Fee

Payment of Service Fees in advance for each subsequent Payment Period

- 134.6 The amount of the advance payment of Service Fees referred to in clause 134.4(b) is calculated as follows:

Actual Caseload x 0.90 x Service Fee

Offsetting of advance Payments of Service Fees

- 134.7 Where the Department makes a Payment in advance under clause 134.4, the Department may offset all the Provider's entitlements to Payments under this clause 134 (that arise within the Payment Period to which the Payment relates) against that Payment.
- 134.8 Subject to clause 134.9, if on the Completion Date the total amount of all Payments made in advance have not been offset under clause 134.7, the Department will not seek to recover from the Provider the amount of the advance Payments that have not been offset under this clause 134.
- 134.9 If this Deed is terminated (including under clause 59, by novation or by other agreement with the Provider), the Department may recover from the Provider the amount of any advance Payments that have not been offset under this clause 134.

135. Community and Parent Engagement Fund

- 135.1 The Provider acknowledges and agrees that:

- (a) the Community and Parent Engagement Fund is intended to assist the Provider to successfully reach and engage potential Participants facing disadvantage to participate in the Services within the Employment Region(s) and/or Service Areas;
- (b) the Department will monitor the extent to which the Provider successfully reaches and engages potential Participants facing disadvantage to participate in the Services; and
- (c) the Department may, at any time, Notify the Provider of variations to the arrangements for the use and management of Community and Parent Engagement Fund monies for the purpose of ensuring that the Department and the Provider comply with the *Public Governance, Performance and Accountability Act 2013* (Cth) (including any instruments made under that Act),

and where the Provider receives a Notice under clause 135.1(c), the Provider must promptly take all reasonable steps necessary to comply with the varied arrangements.

135.2 Subject to this Deed, including:

- (a) any Guidelines; and
- (b) the Provider's compliance with clause 80.5,
the Department will pay the Provider:
- (c) the Community and Parent Engagement Fund in the amounts specified in Table 2 in ANNEXURE B1 – PAYMENTS for each Site:
 - (i) on the Deed Commencement Date; and
 - (ii) otherwise, at the start of each Financial Year; and
- (d) where item 4 of SCHEDULE 1 – DEED AND BUSINESS DETAILS is varied to include one or more additional Sites on a date other than:
 - (i) the Deed Commencement Date; or
 - (ii) otherwise, at the start of each Financial Year,

a pro-rata amount of the Community and Parent Engagement Fund amounts specified in Table 1 in ANNEXURE B1 – PAYMENTS, calculated by the Department based on the period of time from the date of the variation to the end of that Financial Year.

135.3 The Provider must deposit and hold the Community and Parent Engagement Fund in an account:

- (a) in the Provider's name and which the Provider controls with an authorised deposit-taking institution licensed under the *Banking Act 1959* (Cth) to carry on a banking business in Australia;
- (b) established solely for the purposes of the receipt, custody and payment of the Community and Parent Engagement Fund; and
- (c) separate from the Provider's other operational accounts.

135.4 The Provider:

- (a) may only use; and
- (b) must acquit and report its use of,

the Community and Parent Engagement Fund in accordance with any Guidelines.

- 135.5 The Provider must ensure the proper use and management of Community and Parent Engagement Fund monies. The term ‘proper’ when used in relation to the use or management of Community and Parent Engagement Fund monies means efficient, effective, economic and ethical.
- 135.6 Where the Department determines that, at the end of a Financial Year, the Provider has not:
- (a) used an amount of the Community and Parent Engagement Fund received by the Provider for that Financial Year in accordance with clause 135.4; or
 - (b) has not complied with clause 135.4 in relation to an amount of the Community and Parent Engagement Fund received by the Provider for that Financial Year,
- the Department may recover or offset some or all of that amount, at its absolute discretion, in accordance with clause 23.
- 135.7 Where the Provider ceases to deliver Services from a Site, and has received the Community and Parent Engagement Fund in relation to the Site, the Department may recover or offset some or all of any amount of that Community and Parent Engagement Fund, at its absolute discretion, in accordance with clause 23:
- (a) that the Provider has not used in accordance with clause 135.3 prior to the date on which the Provider ceases to deliver Services from a Site; and/or
 - (b) in relation to which the Provider has not complied with clause 135.3.
- 135.8 The Provider must promptly remit in full any remaining Community and Parent Engagement Fund monies, including any interest earned on the Community and Parent Engagement Fund, which has not been committed or paid in accordance with clause 135, to the Department following:
- (a) a reduction in scope, if the reduction in scope relates to the Community and Parent Engagement Fund;
 - (b) the termination; or
 - (c) the expiry,
- of this Deed, whichever occurs earliest.
- 135.9 The Department may, at any time:
- (a) increase or reduce the amounts specified in Table 1 in ANNEXURE B1 – PAYMENTS;
 - (b) place limits on or restrict the Provider's ability to use the Community and Parent Engagement Fund; and
 - (c) take any other action as specified in any Guidelines.

Assets purchased with Community and Parent Engagement Fund monies

135.10 Subject to any contrary written direction by the Department, the Provider owns any Asset.

135.11 The Provider must, after purchasing an Asset:

- (a) use the Asset only for the purposes of promotional activities and community engagement, as specified in any Guidelines and in accordance with this Deed; and
- (b) retain that Asset, and
 - (i) where appropriate in order to reduce the cost of subsequent promotional activities and community engagement, continue to use that Asset for other promotional activities and community engagement, as specified in any Guidelines; or
 - (ii) where directed to do so by the Department, use that Asset for any other activities.

135.12 Throughout the Term of this Deed, the Provider must, in accordance with any Guidelines:

- (a) not encumber or Dispose of any Asset, or deal with or use any Asset other than in accordance with this clause 135, without the Department's prior written approval;
- (b) hold all Assets securely and safeguard them against theft, loss, damage, or unauthorised use;
- (c) maintain all Assets in good working order;
- (d) maintain all appropriate insurances for all Assets to their full replacement cost;
- (e) if required by law, maintain registration and licensing of all Assets;
- (f) be fully responsible for, and bear all risks relating to, the use or Disposal of all Assets;
- (g) maintain, during the Term of this Deed, an assets register which records for each Asset, the date of its purchase, its purchase price, its description and its location; and
- (h) when requested by the Department, provide copies of its assets register to the Department.

135.13 The Provider must Dispose of each Asset:

- (a) within 20 Business Days of the Deed Completion Date or as otherwise advised by the Department; or

- (b) with the Department's written approval, at a date prior to the Deed Completion Date, in accordance with any Guidelines.

135.14 Unless the Department agrees otherwise in writing, if any Asset is lost, damaged or destroyed, the Provider must promptly reinstate the Asset at its cost, including from the proceeds of the relevant insurance, and this clause 135 continues to apply to the reinstated Asset.

136. Indexation

136.1 Subject to any Notice from the Department, the amounts of the following Payments will be increased by 6.8 per cent once only from 1 July 2027:

- (a) Service Fees; and
- (b) Community and Parent Engagement Fund.

ANNEXURE B1 – PAYMENTS

Table 1 – Payments per Participant

Payment Type	Fee (GST) inclusive	Payable
Service Fee	\$1,500	At the beginning of the Participant's Period of Service, and then once every 6 months during the Participant's Period of Service.

Table 2 – Payments per Site

Payment Type	Fee (GST) inclusive	Payable
Community and Parent Engagement Fund	\$25,000	For each Full-Time Site and for each Part-Time Site
Community and Parent Engagement Fund	\$10,000	For each Outreach Site, up to a maximum of \$200,000 per Employment Region per Financial Year

Table 3 – Pooled Fund credits

Pooled Fund credit	When credited
\$600.00	Once at the beginning of the Participant's Period of Service.

Table 4 – Individual Fund credits

Individual Fund credit	When credited
\$1,250.00	At the beginning of the Participant's Period of Service, and then once every 12 months during the Participant's Period of Service.

ATTACHMENT 1 – DEFINITIONS

Social Security Law definitions

The terms '**Carer Payment**', '**Disability Support Pension**', '**Income Support Payment**', '**Parenting Payment**' and '**Special Benefit**' 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

'**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.

'**Additional Child Care Subsidy (Transition to Work)**' means the additional child care subsidy for which an individual may become eligible under section 85CK of the *A New Tax System (Family Assistance) Act 1999* (Cth).

'**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 Provider using the Parent Snapshot.

'Asset' means any item of tangible property that has a value equal to or greater than \$1,000 inclusive of GST (at the time it is purchased) and is purchased using any Community and Parent Engagement Fund monies for the purpose or as a result of promotional activities and community engagement.

Note: For the avoidance of doubt, and subject to any Guidelines, Asset does not include property provided for the exclusive and individual use of a Participant or a third party.

'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.

'Capacity Building Fund' means funding for the Provider to build the Provider's capacity to deliver the Services in accordance with this Deed and made available in accordance with any Guidelines, and includes any interest earned on that funding.

'Career Transition Assistance' or **'CTA'** means the Commonwealth program of that name, administered by the Department.

'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 Connected or Directly Registered with the Provider and have not been Exited or transferred to another Parent Pathways Provider since that Connection 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 using the Parent Snapshot in accordance with clause 101 and any Guidelines.

'Child' means an individual under the age of 18 years, and **'Children'** has a corresponding meaning.

'Child Care Subsidy' means the child care subsidy for which an individual may become eligible under section 85BA of the *A New Tax System (Family Assistance) Act 1999* (Cth).

'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 72.2 and 72.3.

'Commence' or **'Commencement'** means, in relation to a Participant, the time at which the Provider has recorded the completion of the Participant's Initial Discussion in the Department's IT Systems, provided that the Participant has confirmed that they wish to participate in the Services as specified in any Guidelines.

'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 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 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).

'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>.

'Community and Parent Engagement Fund' means the funding of that name set out in Table 2 in ANNEXURE B1 – PAYMENTS, paid in accordance with clause 135, and includes any interest earned on that funding.

'Community Development Program' means the Commonwealth program of that name, or such other name as advised by the National Indigenous Australians Agency from time to time.

'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.

'Complex Challenges' means the complex challenges that a Participant may face as specified in any Guidelines.

'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.

'Connecting Provider' means any entity specified to be a Connecting Provider in any Guidelines.

'Connection' means the connection of a potential Participant with the Provider through the Department's IT Systems, including by Services Australia or the Department.

Note: As indicated in clause 89.1(b)(i), Connection of a potential Participant includes:

- (a) when the potential Participant is transitioned to the Provider by the Department from a Former ParentsNext Provider;
- (b) when the potential Participant engages with Services Australia, expresses an interest in participating in the Parent Pathways Service and provides consent for their information to be shared with a Parent Pathways Provider;
- (c) when the potential Participant moves to the Provider from an Other Service or Workforce Australia Online, including where a Workforce Australia Services Online Participant requests to be moved to the Parent Pathways Service; or
- (d) when the potential Participant is transferred to the Provider from another Parent Pathways Provider.

'Consecutive Weeks' means a continuous period of weeks, 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 94.

'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.

'CTA Course' means a course delivered by a CTA Provider that provides Participants with Career Transition Assistance as described in the Workforce Australia - Career Transition Assistance Deed 2022-2027.

'CTA Eligible Participant' means a Participant who meets the eligibility requirements for CTA as specified in any Guidelines.

'CTA Provider' means an entity that is a party to a Workforce Australia - Career Transition Assistance Deed 2022-2027 with the Commonwealth.

'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 32.18 to 32.20.

'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 November 2024, 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.

'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 Department.

'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 its 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 > Workforce Australia > 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 has not been Connected with the Provider, in accordance with clause 91 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 Employment Services' means the services provided under the Disability Employment Services Grant Agreement 2018-2025 administered by the Department of Social Services.

'Disability Employment Services Grant Agreement 2018-2025' means the agreement for the provision of Disability Employment Services with the Department of Social Services.

'Disability Employment Services Provider' or **'DES Provider'** means a provider of services under the Disability Employment Services Grant Agreement 2018-2025.

'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.

'Dispose' or **'Disposal'** means to sell, license, lease or sublease, or otherwise transfer or give up ownership or the right to occupy or use, or to enter into an agreement to do any of the preceding acts.

'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.

'Early Childhood Education and Care' means education and care provided by an Early Childhood Education and Care Service.

'Early Childhood Education and Care Service' means an approved child care service as defined in section 194G of the *A New Tax System (Family Assistance) (Administration) Act 1999* (Cth).

'Early School Leaver' means a person who has left school and has not completed the final year of school (or an equivalent or higher level of education).

'Education' means any education activity unless otherwise advised by the Department.

'Effective Exit' means the automatic removal of a Participant in the Department's IT Systems as being eligible for the Parent Pathways Service when 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) Connections;
- (b) Engagements; and
- (c) referrals by the Provider to other employment services.

'Eligible Participant' means, subject to any Guidelines, a person who is:

- (a) a principal carer (as defined in the *Social Security Act 1991* (Cth)) of a Child under six years of age;
- (b) not currently Employed, as specified in any Guidelines;
- (c) living in a non-remote area, being an area within any employment region identified and displayed at the Labour Market Insights Website (labourmarketinsights.gov.au), as varied by the Department at the Department's absolute discretion;
- (d) not under 15 years of age;
- (e) an Australian resident or otherwise has the right to work in Australia; and
- (f) is not incarcerated,

and is either:

- (g) receiving a Parenting Payment, Carer Payment or Special Benefit;
- (h) under 22 years of age;
- (i) an Early School Leaver; or
- (j) a First Nations individual, as specified in any Guidelines.

'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 Facilitator' 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.

'Employment Region' means a geographical area:

- (a) identified and displayed on the Provider Portal (<https://ecsnaccess.gov.au/ProviderPortal/VPS/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.

'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 93.

'Engagement Phase' means, in relation to a Participant, the period during which the Services described in Section B2.4 are provided in relation to a Participant.

'Engagement Support' means a range of supports that Providers can use when tailoring support for Participants to engage in the Services and to achieve their Education and Employment goals.

'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.

'Estimated Caseload' means the Department's estimate of the Caseload of the Provider from 1 November 2024.

'Excluded Program' means a service (other than the Parent Pathways Service) 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.

'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 115, including where the Participant opts out of participation in the Parent Pathways Service.

'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 storage 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 Year' means a period from 1 July in one year to 30 June in the following year.

'Follow-up Discussion' means a Contact that is a follow-up discussion between the Provider and a Participant in accordance with clause 99.

'Former ParentsNext Provider' means any entity contracted by the Commonwealth to provide services under the *ParentsNext Deed 2018-2024*.

'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 Site' means a Site that is specified to be a Full-Time Site in item 4.4 of SCHEDULE 1 – DEED AND BUSINESS DETAILS, and in relation to which the Provider complies with clause 80.5.

'Fund' means the Individual Fund or the Pooled Fund.

'Goal Plan' means the plan described in clauses 102 and 103, and which specifies:

- (a) a Participant's identified Education and Employment goals;
- (b) the incremental steps that they can take to achieve their identified Education and Employment goals; and
- (c) the Activities that the Participant will participate in, and the services that they will access, over a 12 month period to assist them to achieve their identified Education and Employment goals and address their Non-Vocational Barriers and Vocational Barriers.

'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 CTA Provider in relation to its delivery of a CTA Course; or
- (c) 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.

'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.

'Individual Fund' means a flexible pool of funds held by the Department and nominally credited to the Provider in relation to a Participant, and which may be accessed by the Provider, where agreed by the Participant, in accordance with any Guidelines, for Reimbursement of:

- (a) purchases of goods or services that assist the Participant to participate in the Service;
- (b) purchases of goods or services that assist the Participant to work towards their Education and Employment goals specified in their Goal Plan; and
- (c) other permissible purchases as specified in any Guidelines.

'Initial Contact' means an initial Contact between the Provider and a Participant in accordance with clause 97.

'Initial Discussion' means a Contact that is an initial discussion between the Provider and a Participant in accordance with clause 98.

'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 27.3(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:

$$SI = UA \times GIC \times D:$$

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 51.17, 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.

'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/>).

'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 Service Commitments' means the document of that name for each Employment Region at SCHEDULE 2 – KEY SERVICE COMMITMENTS, which has been developed by the Provider and approved by the Department in accordance with clause 83 of this Deed.

'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/>).

'Liquidated Damages' means the amount that the Department may recover from a Provider in accordance with clause 57.

'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.

'Mentor' means an individual engaged by the Provider to conduct Contacts with, and otherwise support, Participants during the Planning Phase and the Engagement Phase in accordance with this Deed, including any Guidelines, and who has the training, experience and qualifications specified in any Guidelines.

'Modern Award' means a modern award made under Part 2-3 of the *Fair Work Act 2009* (Cth).

'Monthly Check-in' means a Contact that is a monthly discussion between the Provider and a Participant in accordance with clause 105.

'Moral Rights' has the meaning given to the term 'moral rights' by the *Copyright Act 1968* (Cth).

'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/>).

'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 78.

'Notifiable Incident' has the meaning given in the WHS Act.

'Objective' means the objectives for the Services specified in clause 79, 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 123 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) Workforce Australia Services;
- (b) Transition to Work Services;
- (c) Disability Employment Services; or
- (d) any other service specified as an Other Service in any Guidelines.

'Other Service Provider' means:

- (a) Workforce Australia Employment Services Provider;
- (b) Workforce Australia - Transition to Work Provider;
- (c) Disability Employment Services Provider; or
- (d) any other entity specified to be an Other Service Provider in any Guidelines.

'Outreach Site' means a Site that is specified to be an Outreach Site in item 4.4 of SCHEDULE 1 – DEED AND BUSINESS DETAILS, and in relation to which the Provider complies with clause 80.5.

'Own Organisation' means the Provider or that part of the Provider that delivers Services under this Deed.

'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 the Parent Pathways Service with the Department.

'Parent Pathways Provider' means an entity that is a party to a Parent Pathways Deed.

'Parent Pathways Service' means the services set out in PART B – SERVICES REQUIREMENTS of this Deed.

'Parent Snapshot' means the assessment tool in the Department's IT Systems identified as the 'Parent Snapshot' and that is to be used to identify the Participant's needs, barriers, strengths and goals.

'Participant' means any individual who is identified on the Department's IT Systems as eligible for participating in the Parent Pathways Service, and includes a Transitioned Participant and any other individual identified as a Participant in any Guidelines.

'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.

'Particulars' means the document of that name in which the Parties execute this Deed.

'Part-Time Site' means a Site that is specified to be a Part-Time Site in item 4.4 of SCHEDULE 1 – DEED AND BUSINESS DETAILS, and in relation to which the Provider complies with clause 80.5.

'Party' means a party to this Deed.

'Pause' or **'Paused'** means the temporary break of participation in the Services, initiated by the Participant.

'Payment' means any Fee, Reimbursement or Ancillary Payment payable under this Deed.

'Payment Period' means the period from:

- (a) the Deed Commencement Date to the earlier of the following 30 June or 31 December;
- (b) subject to paragraph (c), each subsequent period from:
 - (i) 1 July to 31 December; or
 - (ii) 1 January to 30 June; and
- (c) the later of 30 June or 31 December preceding the Deed Completion Date, which is the final Payment Period.

'Performance Improvement Plan' means a performance improvement plan prepared by the Provider in accordance with any Guidelines and agreed to by the Department.

'Performance Modules' means the modules of that name, as specified in clause 84.2 and any Guidelines.

'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 Paused, 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 the Parent Pathways Service, and which:

- (a) begins when the Participant commences in the Parent Pathways Service;
- (b) halts when the Participant is Paused; and
- (c) ends when the Participant Exits.

'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 a Mentor, 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.

'Planning Phase' means, in relation to a Participant, the period during which the Services described in Section B2.3 are provided in relation to a Participant.

'Pooled Fund' means a flexible pool of funds held by the Department and nominally credited to the Provider at the Site level, and which may be accessed by the Provider, in accordance with any Guidelines, for Reimbursement of:

- (a) purchases of goods or services that assist Participants to participate in the Service;
- (b) purchases of goods or services that genuinely assist Participants to work towards their Education and Employment goals specified in their Goal Plan;
- (c) a Wage Subsidy for Participants;
- (d) other permissible purchases as specified any Guidelines.

'Post-placement Support' means support and assistance provided to Participants once they commence Employment.

'Privacy Act' refers to the *Privacy Act 1988* (Cth).

'Privacy Notification and Consent Form' means the template form titled 'Privacy Notification and Consent Form' made available by the Department to the Provider for the purposes of the Provider giving the form to Participants to sign.

'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 the Parent Pathways Service by the Provider, through recording the Exit and the relevant reasons on the Department's IT Systems, in accordance with any Guidelines, including where the Participant:

- (a) advises the Provider that they no longer wish to participate in the Parent Pathways Service;
- (b) ceases to meet the eligibility criteria for Services as specified in any Guidelines;
- (c) commences in an Excluded Program; or
- (d) meets any other circumstances specified in any Guidelines as requiring a Provider Exit.

'Provider IT System' means an information technology system or service (including any cloud storage 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).

'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 Cap' means, 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:
 - (i) EST Providers; or
 - (ii) CTA 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) or CTA Provider(s), as relevant.

'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.

'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 accreditation by the Department of the Provider or a Related Entity 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-Employment Assistance' means the Commonwealth program of that name that provides small business coaching, advice and training to anyone considering starting a business or for small business owners needing help with their existing business.

'Self-Employment Assistance Eligible' means that an individual meets the eligibility requirements for Self-Employment Assistance, as determined by a Workforce Australia - Self-Employment Assistance Provider.

'Self-Employment Assistance Participant' means an individual who is accessing Self-Employment Assistance.

'Self-Employment Assistance Small Business Coaching' means the assistance provided by a Workforce Australia - Self-Employment Assistance Provider to a Self-Employment Assistance Participant in accordance with an executed Self-Employment Assistance Small Business Coaching Agreement.

'Self-Employment Assistance Small Business Coaching Agreement' means an agreement in a form prescribed by the Department between a Self-Employment Assistance Participant and the Department for the delivery of Self-Employment Assistance Small Business Coaching.

'Self-Employment Assistance Small Business Training' means the accredited small business training component of Self-Employment Assistance.

'Senior Staff' means Provider Personnel specified to be senior staff in any Guidelines.

'Service Area' 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.

'Service Fee' means the Fee set out in Table 1 in Annexure B1.

'Service Fee Period' means, in relation to a Participant, each sequential period of six months during the Participant's Period of Service.

'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 31 October 2027.

'Services' means:

- (a) the Parent Pathways Service;
- (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.

'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>.

'Site' means a physical location in an Employment Region specified in item 4.3 of SCHEDULE 1 – DEED AND BUSINESS DETAILS.

'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.

'Specified Activity' means an Observational Work Experience Placement, Provider Sourced Voluntary Work and any other Activity specified as such in any Guidelines.

'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](https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1%23Requesting%20an%20STR).

'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.

'Tax Invoice' has the meaning given in section 195-1 of the GST Act.

'Taxable Supply' has the meaning given in section 195-1 of the GST Act.

'Term of this Deed' refers to the period described in clause 3.1.

'Third Party Employment 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:

- (a) contains program specific functionality or modules; or
- (b) is used, in any way, for the analysis of Records relating to the Services, or any derivative thereof.

'Third Party IT' means any:

- (a) information technology system (including any cloud storage platform) developed and managed; or
- (b) information technology service (including any cloud storage platform) 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 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 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;
- (b) does not contain program specific functionality or modules; and
- (c) is not used, in any way, for the analysis of Records relating to the Services, or any derivative thereof.

'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 60.1.

'Transitioned Participant' means an individual identified as transitioned to the Provider by the Department's IT Systems.

'Transition to Work Service' or 'TtW' means the Commonwealth service of that name (or such other name as advised by the Department), administered by the Department.

'Unsubsidised Self-Employment' means self-employment where a Participant does not receive a personal income subsidy of any kind.

'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.

'Wage Subsidy' means a payment identified as a Wage Subsidy in any Guidelines, and any other wage subsidy as advised by the Department.

'Wage Subsidy Agreement' means an agreement for the purposes of a Wage Subsidy substantially in a form specified by the Department.

'Wage Subsidy Employer' means an Employer who meets the eligibility requirements for a Wage Subsidy as specified in any Guidelines.

'Wage Subsidy Participant' means a Participant who meets the eligibility requirements for a Wage Subsidy as specified in any Guidelines.

'Wage Subsidy Placement' means an Employment position that meets the eligibility requirements for a Wage Subsidy as specified in any Guidelines.

'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 - Self-Employment Assistance Provider' means any entity that is contracted by the Commonwealth to deliver Self-Employment Assistance on or after 1 July 2022.

'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 Service with the Department.

'Workforce Australia - Transition to Work Provider' or **'Workforce Australia - TtW Provider'** means any entity that is a party to a Workforce Australia - Transition to Work Deed.

'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 employment 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.

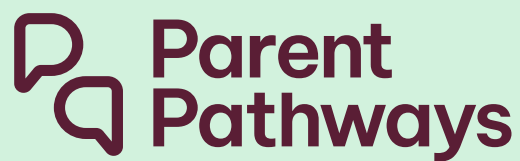
'Youth Bonus Wage Subsidy' means the Wage Subsidy of that name identified in any Guidelines.

ATTACHMENT 2 – JOINT CHARTER

[To be Notified by the Department]



Australian Government



Parent Pathways Service Guarantee

Parent Pathways is a voluntary service which supports parents and carers of young children to achieve their work and study goals. This document explains the Australian Government's expectations of Parent Pathways providers when delivering services to you

Your Parent Pathways provider will:

- recognise the value of your caring role
- provide a safe, private, and child-friendly space for you and your children
- provide support from suitably qualified and experienced Mentors
- meet you where you are at, both in location and in your life
- understand that you can join, pause, leave or come back when it suits you
- deliver the services as set out in their Key Service Commitments.

When you start in the service, a Mentor will be assigned to you. Your Mentor will:

- be professional, friendly, and non-judgemental
- treat you in a culturally sensitive way
- help you identify your goals for your future and work with you to develop a Goal Plan
- help you identify your strengths
- help you identify any challenges you face to achieving your goals
- connect you to services in your community
- help you choose activities that will help you achieve your goals
- keep you informed about the practical financial support available from your Individual Fund and the Pooled Fund (see below for more information on the funds)
- check in with you every month
- regularly review your goals
- acknowledge your progress and achievements
- provide continued support if you get a job, to help you stay in that job
- provide transition support, if you are on income support, when you move to an employment service
- explain the complaints process to you at your Initial Discussion.

Your privacy is protected.

Your personal information is protected by law, including the Privacy Act 1988 (Cth) and, in some cases, the social security law. In the first meeting with your provider, they'll explain why your personal information is being collected and how it will be handled. They may seek your consent to collect your personal information from Services Australia or to collect your sensitive information. Your consent is needed, unless collecting this information is required or authorised under Australian law. Giving consent is voluntary and you can withdraw your consent at any time.

Your provider will protect your information. You can ask your provider for access to the information they have about you. You can ask them to correct this information if needed. When you meet with your provider, you can ask for a copy of their privacy policy.

Department of Employment and Workplace Relations

You can find the Department of Employment and Workplace Relations [privacy policy](#) at (dewr.gov.au/privacy). The policy explains how you can make a privacy complaint and how to access and correct your personal information. To contact the department about your personal information, email privacy@dewr.gov.au

The Individual Fund

Your provider will give you information about the Individual Fund. The Individual Fund can be used to buy items and supports that help you achieve your goals. \$1,250 is assigned to you on commencement in the service and is refreshed every year you are active with the service. Any money you don't spend is not carried over to the next year. The things you can use your Individual Fund to buy include:

- education and training courses
- driving lessons and driver's licence costs
- laptops, tablets, and smartphones that help you undertake activities
- work-related licences and tickets
- transport costs related to attending appointments and activities
- non-vocational support (such as personal development courses or parenting courses)
- vocational support (such as resume writing services)
- engagement support vouchers.

The Pooled Fund

Your provider will give you information about the Pooled Fund. It provides access to a wider range of supports, including:

- work-related items such as professional clothing and personal protective equipment
- waitlist fees and bond fees for childcare
- medical expenses if you have a health issue that stops you from participating in activities
- short-term crisis support
- interpreters.

Compliments, suggestions, or complaints

We want to hear your feedback. If you have a compliment, complaint or suggestion, you can talk to your Mentor. Your Mentor will offer a fair feedback process and try to resolve your concerns. If you feel you can't talk to your Mentor, or you aren't happy with the complaints process offered by your provider, contact the National Customer Service Line on 1800 805 260 (free call from land lines) or visit the Department of Employment and Workplace Relations website (dewr.gov.au) for information about [other ways to make a complaint](#).

SCHEDULE 1 – DEED AND BUSINESS DETAILS

Item 1 Provider Lead (clauses 13.2 and 78.1(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 78.1(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>
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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 **Parent Pathways Service**

Item 4.1 Employment Region (clause 5.1(b), ATTACHMENT 1 – DEFINITIONS)	Item 4.2 Service Area(s) (comprised of one or more postcodes set out in APPENDIX A to this Schedule 1) (ATTACHMENT 1 –	Item 4.3 Site(s) (clause 5.1(b), ATTACHMENT 1 – DEFINITIONS)	Item 4.4 Site type (Full-Time Site, Part-Time Site, Outreach Site) (clause 80.5,	Item 4.5 Business Days of operation of each Site (clause 80.5, ATTACHMENT 1 – DEFINITIONS)	Item 4.6 Site opening hours on each Business Day (clause 80.5, ATTACHMENT 1 – DEFINITIONS)
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	DEFINITIONS)		ATTACHMENT 1 – DEFINITIONS)		

Item 5

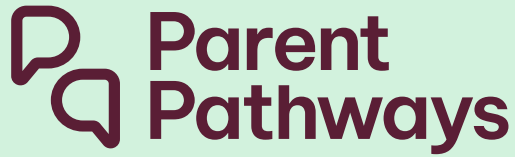
Subcontractors approved by the Department

Item 5.1 Employment Region (clause 5.1(b), ATTACHMENT 1 – DEFINITIONS)	Item 5.2 Subcontractor(s) (if relevant) (clause 51.3, ATTACHMENT 1 – DEFINITIONS)	Item 5.3 Terms and conditions relating to use of each Subcontractor (clause 51.3)

APPENDIX A TO SCHEDULE 1 – DEED AND BUSINESS DETAILS (LOCATION POSTCODES)



Australian Government



Key Service Commitments

A provider's Key Service Commitments captures the promises made in their Request for Tender response in an easy-to-read format. It is the main tool providers use to inform participants about the services they can expect to receive. This document is intended to assist providers in developing their Key Service Commitments and explains the process for seeking approval or updates if required.

Once approved, providers must give a copy of their Key Service Commitments and a copy of the Parent Pathways Service Guarantee to every parent at their Initial Discussion. If a participant commenced prior to the approval of your Key Service Commitments, a copy should be provided at their next appointment. Providers must display their Key Service Commitments and the Service Guarantee prominently at each of their sites.

Requirements

Providers must submit one Key Service Commitments for each Employment Region they are contracted to deliver. The Key Service Commitments must complement the Parent Pathways Service Guarantee and should be no more than one page.

To prepare your Key Service Commitments, consider:

- ☐ the support and activities you will provide to help parents overcome their barriers and achieve their goals
- ☐ how you will cater to specific groups, including (but not limited to) First Nations, culturally and linguistically diverse (CALD) participants and people with disability
- ☐ how you will use your local community connections to meet the needs of participants
- ☐ how your sites are welcoming and child friendly
- ☐ using language that participants will understand
- ☐ what your mentor to participant ratio will be and how you will ensure you do not exceed this ratio
- ☐ what professional development you will provide for your staff (e.g. what training or qualifications will your staff be required to obtain?)

Template

A template is provided at the end of this document as a guide for providers about the type of information to include in their Key Service Commitments. While the format and style of document is up to the provider, the template provides guiding questions and themes the provider should consider when preparing their Key Service Commitments.

Approval of initial drafts

Providers should send their draft Key Service Commitments to their Provider Lead for assessment and approval within three months of the commencement of their Deed.

There are three possible assessment outcomes:

- **approved** – the department approves the Key Service Commitments submitted by the provider
- **request for review** – the department requests the provider reconsider their Key Service Commitments because commitments are missing or there is ambiguity
- **rejected** – the department determines the Key Service Commitments does not contain the material commitments the provider made in their Request for Tender response. The department will work with the provider to improve the document.

Revisions

Providers requesting a change to their Key Service Commitments must submit their request to the department in writing. The request must be accompanied by a revised version of the document for the department's consideration, and must clearly outline:

- a business case supporting the requested change/s
- details of how the alternative approach is an improvement
- where services are being removed, why no alternative services are required.

Accessibility and publishing requirements

The Australian Government has endorsed the Web Content Accessibility Guidelines for all Australian Government websites. When developing documents for online publication, providers should create the content in a way that maximises accessibility for people with a disability. Resources on the accessibility of web-based information and documents are widely available. Providers are encouraged to consider the Australian Human Rights Commission's Disability Discrimination Act Advisory Notes, which form the basis of the Australian Government's accessibility obligations.

Providers are responsible for publishing their Key Services Commitments. The Key Service Commitments must be published within five days of being approved, or as otherwise advised by the department.

The version published on the website should be the same version providers give to participants and display in their offices. Providers are responsible for making sure the most recent version of their Key Service Commitments is always available.

Template – Key Service Commitments



Your provider logo/contact details

About Us

A short summary/story of your organisation

Specific services not already outlined in the Parent Pathways Service Guarantee

Outline your strategies for how you will deliver services, the support and activities you will provide, including how you will assist participants to achieve their goals.

Type of outcomes you will aim to achieve for parents in your area

Example outcomes include identifying barriers to employment, how you will address these barriers, developing personalised Goal Plans, scheduling appointments, referring participants to appropriate activities, delivering or facilitating education and employment related assistance, attracting participants.

Engagement/linkages

How you will cater to specific groups (e.g. First Nations, CALD and people with disability) and your connections in your Employment Region that will benefit participants.

Site details

Details of your site including the facilities and resources available to participants and why/how it is welcoming and child friendly.

Workforce strategy

What training, qualifications or relevant experience your staff will have, what your senior staff to junior staff ratios are, what your mentor to participant ratios are at full-time and part-time Sites

Site locations

Details of all of your sites and business hours.

Employment region	Service area	Site address	Type (F/T, P/T, Outreach)	Business hours

DEED VARIATION HISTORY

PART A – GENERAL TERMS AND CONDITIONS

<u>Clause</u>	<u>Variation, effective date</u>
76.1	GDV 1, 1 July 2025
76.2	GDV 1, 1 July 2025
76.3	GDV 1, 1 July 2025
76.4	GDV 1, 1 July 2025
76.5	GDV 1, 1 July 2025
76.7	GDV 1, 1 July 2025

PART B – SERVICES REQUIREMENTS

<u>Clause</u>	<u>Variation, effective date</u>
Section B2.6 – Work Foundations Placements	GDV 1, 1 July 2025
116A. Heading ‘WorkFoundations Placements’	GDV 1, 1 July 2025
116A.1	GDV 1, 1 July 2025

116A.2	GDV 1, 1 July 2025
116A.3	GDV 1, 1 July 2025
116A.4	GDV 1, 1 July 2025
135 subheading 'Assets purchased with Community and Parent Engagement Fund monies'	GDV 1, 1 July 2025
135.8, (a)	GDV 1, 1 July 2025
135.10	GDV 1, 1 July 2025
135.11	GDV 1, 1 July 2025
135.12	GDV 1, 1 July 2025
135.13	GDV 1, 1 July 2025
135.14	GDV 1, 1 July 2025

ATTACHMENT 1 – DEFINITIONS

<u>Clause</u>	<u>Variation, effective date</u>
'Asset'	GDV 1, 1 July 2025
'Dispose' or 'Disposal'	GDV 1, 1 July 2025
'Employment Region'	GDV 1, 1 July 2025

'Shadow Economy Procurement Connected Policy'	GDV 1, 1 July 2025
'WorkFoundations Employer'	GDV 1, 1 July 2025
'WorkFoundations Participant'	GDV 1, 1 July 2025
'WorkFoundations Participant Handbook'	GDV 1, 1 July 2025
'WorkFoundations Placement'	GDV 1, 1 July 2025
'WorkFoundations Program'	GDV 1, 1 July 2025

ATTACHMENT 3 – SERVICE GUARANTEE

<u>Clause</u>	<u>Variation, effective date</u>
Service Guarantee	GDV 1, 1 July 2025

SCHEDULE 2 – KEY SERVICE COMMITMENTS

<u>Clause</u>	<u>Variation, effective date</u>
Key Service Commitments	GDV 1, 1 July 2025