



Australian Government



jobactive

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jobactive Deed 2015-2022

Effective 1 January 2021

Reader's Guide to this Deed

This Deed is comprised of 'Parts' which are divided into 'Chapters', which are subdivided into 'Sections'.

There are three Parts:

Part A – GENERAL CONDITIONS

Part B – EMPLOYMENT PROVIDER SERVICES

Part C – NEW ENTERPRISE INCENTIVE SCHEME (NEIS) SERVICES

There are four Chapters and two Annexures in Part A - GENERAL CONDITIONS:

A1. Introduction

A2. Basic Conditions

A3. Information Management

A4. Deed Administration

Annexure A1 – Definitions

Annexure A2 – Joint Charter of Deed Management

There are four Chapters and three Annexures in Part B – EMPLOYMENT PROVIDER SERVICES:

B1. General Employment Provider Services

B2. Specific Employment Provider Services

B3. Mutual Obligation Requirements and Activities

B4. Payments

Annexure B1 – Transition in

Annexure B2 – Payments and Employment Fund credits

Annexure B3 – Service Guarantees

There is one Chapter in Part C – NEW ENTERPRISE INCENTIVE SCHEME.

There are two Schedules to this Deed, which contain details which are particular to individual Employment Providers:

- Deed and business details
- Service Delivery Plan

There are various information boxes and 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.

The Provider must provide Services in accordance with Part A and the Schedules, and Parts B and C depending on the specific Services it is contracted to provide (see the Particulars and Schedule 1).

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Part A - General Conditions

CHAPTER A1 – INTRODUCTION

Section A1.1 – Definitions and interpretation

1. Definitions and interpretation

- 1.1 In this Deed, unless the contrary intention appears, all capitalised terms have the meaning given to them in the definitions in Annexure A1. All other words have their natural and ordinary meaning.
- 1.2 Unless the contrary intention appears:
 - (a) the definitions in Annexure A1 apply to the whole of this Deed;
 - (b) words in the singular include the plural and vice versa;
 - (c) a reference to a person includes a partnership and a body whether corporate or otherwise;
 - (d) a reference to an entity includes an association of legal persons, however constituted, governed by deed, an incorporated body, an unincorporated association, a partnership and/or a trust;
 - (e) a reference to any legislation or legislative provision is to that legislation or legislative provision as in force from time to time;
 - (f) the chapter headings, section headings, clause headings and subheadings within clauses, notes and information boxes are inserted for convenience only, and have no effect in limiting or extending the language of provisions of this Deed;
 - (g) any uncertainty or ambiguity in the meaning of a provision of this Deed is not to be interpreted against a Party just because that Party prepared the provision;
 - (h) a reference to an internet site or webpage includes those sites or pages as amended from time to time;
 - (i) a reference to a Guideline, form or other document is to that Guideline, form or other document as revised or reissued from time to time; and
 - (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.
- 1.3 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.

- 1.4 References to different services in this Deed are to be read on an 'as applicable' basis, i.e. applicable only if the Provider is contracted to provide a particular service (see Particulars).
- 1.5 The word 'Reserved' indicates that a particular clause is not applicable to the Services.
- 1.6 Unless the contrary intention appears, if there is any conflict or inconsistency between any part of:
- (a) the Parts of this Deed, including any Condition of Offer and the Annexures, except Annexure A2 [Joint Charter of Deed Management] and Annexure B3 [Service Guarantees];
 - (b) the Schedules;
 - (c) the Particulars;
 - (d) the Guidelines; and
 - (e) Annexure A2 [Joint Charter of Deed Management] and Annexure B3 [Service Guarantees],
- then the material mentioned in any one of paragraphs (a) to (e) above has precedence over material mentioned in a subsequent paragraph, to the extent of any conflict or inconsistency.

CHAPTER A2 – BASIC CONDITIONS

Section A2.1 – Deed length

2. Term of this Deed

- 2.1 This Deed takes effect from the Deed Commencement Date and, unless terminated earlier, expires on the Completion Date.
- 2.2 The Department may, at its sole option, offer the Provider an extension of the Term of this Deed:
- (a) for one or more Extended Service Periods; 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 end of the Service Period or any Extended Service Period, as relevant.
- 2.3 Subject to clauses 2.2 and 57, if the Provider accepts the Department's offer to extend the Term of this Deed, the Term of this Deed will be so extended and all terms and conditions of this Deed continue to apply, unless otherwise agreed in writing between the Parties.

3. Survival

- 3.1 The termination or expiry of this Deed for any reason does not extinguish or otherwise affect the operation of clauses 16, 21, 24, 26, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 50, 52, 54, 64 and 129 of this Deed, and any provisions, other than those aforementioned, that are expressly specified as surviving, or by implication from their nature are intended to continue.

- 3.2 Clause 40 of this Deed survives for seven years from the expiry or earlier termination of this Deed.

Section A2.2 – Some basic rules about Services

4. General Requirements

- 4.1 The Provider must carry out the Services:
- (a) in accordance with:
 - (i) this Deed, including any Guidelines, as relevant to the Services; and
 - (ii) any representation or undertaking made by the Provider in its tender response to the request for tender for this Deed, unless otherwise agreed with the Department;
 - (b) in a manner which meets the objective of the Services as specified in the request for tender for this Deed; and
 - (c) so as to achieve optimum performance when measured against the Employment Provider Services KPIs and the NEIS KPIs, as relevant.
- 4.2 If the Provider becomes aware that:
- (a) it is unable to satisfy or has otherwise failed to comply with any of the requirements in this Deed any representation or undertaking it has given to the Department in its tender response;
 - (b) it provided information in its tender response which is misleading or deceptive, or otherwise incorrect or inaccurate; or
 - (c) it failed to provide information in its tender response which may have affected the Department's decision to enter into this Deed or otherwise take action under this Deed,
- the Provider must Notify the Department immediately of:
- (d) if clause 4.2(a) applies, the details of the requirements or undertakings which it is unable to satisfy or failed to comply with;
 - (e) if clause 4.2(b) applies, the details of the information in its tender response which is misleading or deceptive, or otherwise incorrect or inaccurate;
 - (f) if clause 4.2(c) applies, the details of the information which it failed to provide in its tender response; and
 - (g) any other information that the Department requests.
- 4.3 The Provider must take all reasonable steps to minimise delay or the negative impact of any matter(s) that affects the Provider's ability to meet its obligations under this Deed.

5. Location and timing of the Services

- 5.1 The Provider must deliver the Services from the Service Start Date until the end of the Service Period and any Extended Service Periods.
- 5.2 Unless otherwise directed by the Department and subject to this Deed, the Provider must provide:

- (a) Employment Provider Services in accordance with, and only as specified in, item 6 of Schedule 1; and
- (b) subject to clause 5.3, NEIS Services in accordance with, and only as specified in, item 7 of Schedule 1.

Note: For Employment Provider Services, Schedule 1 specifies whether Services will be provided at Sites on a Full-time, Part-time or Outreach basis.

- 5.3 Where a Site(s) is specified in item 7 of Schedule 1, the Provider is only required to deliver NEIS Services from that Site(s), if the Provider has specified in its tender response to the request for tender for this Deed, that it will do so.
- 5.4 The Provider must ensure that:
 - (a) any location from which Services are provided 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; and
 - (b) 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 persons at the locations referred to in clause 5.4(a).
- 5.5 Except for NEIS Services, the Provider must ensure that its Sites are open for the provision of the Services:
 - (a) on all Business Days and any other days specified in Schedule 1 and the Provider's tender response to the request for tender for this Deed; and
 - (b) at the times specified in items 6.4, 6.5 and 6.6 of Schedule 1, unless otherwise Notified by the Department.

6. Provider's conduct

- 6.1 The Provider must, at all times, act in good faith towards the Department and Participants, and in a manner that maintains the good reputation of the Services.
- 6.2 The Provider must:
 - (a) not engage in, and must ensure that its Personnel, Subcontractors, Third Party IT Vendors and agents do not engage in, any practice that manipulates or impacts, as relevant, any aspect of the Services including any:
 - (i) Record, including any Documentary Evidence;
 - (ii) Outcome or Work for the Dole Place;
 - (iii) Payment or Payment-related process;
 - (iv) Participant 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 for, the Provider or any other person or persons; and

- (b) without limitation to any rights of the Department under this Deed or at law where an improper practice is identified by the Provider, immediately:
 - (i) take all action necessary to appropriately remedy the practice; and
 - (ii) Notify the Department of the practice identified and the remedial action taken and provide all information in relation to the situation as required by the Department.
- 6.3 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 person 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 \(https://www.employment.gov.au/public-interest-disclosure-act-2013\)](https://www.employment.gov.au/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.

Note: 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.

7. Information provided to the Department

- 7.1 Subject to clause 15.4(d), 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 7.1(a); and
 - (c) any data entered into the Department’s IT Systems is consistent with any associated Documentary Evidence held by the Provider.
- 7.2 Subject to clause 16.2, the Provider must submit Documentary Evidence to the Department within five Business Days of any request by the Department to do so.

8. Checks and reasonable care

Personnel and Supervisors

- 8.1 Before arranging for any Personnel or a potential Supervisor to be involved in the Services, including any Activity (other than EST, CTA, a Launch into Work Placement, an LJP Activity or a RET Activity), the Provider must arrange and pay for all checks, and

comply with any other conditions in relation to the person's involvement, as specified in:

- (a) any relevant legislation in effect in the jurisdiction(s) in which the Services are conducted; and
- (b) any Guidelines.

Child Safety

8.1A 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 8.1A(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

8.1B 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 8.1B(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 8.1B(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.

8.1C With reasonable notice to the Provider, the Department may conduct a review of the Provider's compliance with the Child Safety Obligations.

- 8.1D 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) co-operate 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 satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with the Child Safety Obligations.
- 8.1E 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.
- 8.2 The Provider must not allow any Personnel or a potential Supervisor to participate in the Services, including any Activity (other than EST, CTA, a Launch into Work Placement, an LJP Activity or a RET Activity):
- (a) if any relevant legislation or any Guidelines provide or mean that the person 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 person would consider that the conviction means that the person would pose a risk to other persons involved in the Services; or
 - (ii) there is otherwise a reasonably foreseeable risk that the person may cause loss or harm to any other person,unless the Provider has put in place reasonable measures to remove or substantially reduce that risk.

Participants

- 8.3 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 in relation to a Participant's involvement or placement as specified in:
- (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.
- 8.4 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 person would consider that the conviction means that the person would pose a risk to other persons involved in the Activity or Employment; or
 - (ii) there is otherwise a reasonably foreseeable risk that the person may cause loss or harm to other persons 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.

9. Provider's responsibility

- 9.1 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 Subcontracting arrangements.

10. Joint Charter of Deed Management

- 10.1 Subject to clause 10.2, the Department and the Provider agree to conduct themselves in accordance with the Joint Charter of Deed Management.
- 10.2 Clause 10.1 does not in any way limit the right of either party to take action or exercise rights that would, if not for the Joint Charter of Deed Management, be available to it under this Deed.

11. Liaison and directions

- 11.1 The Provider must:
 - (a) liaise with and provide information to the Department, or any other person nominated by the Department, as requested by the Department;
 - (b) immediately comply with all of the Department's requests and directions; and
 - (c) immediately Notify the Department of any matter or incident that could be damaging to the reputation of the Provider or the Department should it become publicly known.

Note: 'other person' referred to in clause 11.1(a) includes, for example, an auditor appointed by the Department.

- 11.2 The Department and the Provider must respectively nominate an Account Manager and a Contact Person for the Term of this Deed, and Notify of any change to the details of persons occupying those positions.
- 11.3 The day to day management of, and communication under, this Deed:
 - (a) is to be handled by the Account Manager and the Contact Person or their delegates; and

- (b) may be undertaken by the Account Manager and the Contact Person or their delegates by means of electronic mail.
- 11.4 The Provider must ensure that it has, and Notifies to the Department, a valid electronic mail address for receipt of all communications with the Department.
- 11.5 The Provider must provide all reasonable assistance to the Commonwealth in relation to the Social Security Appeals Process including ensuring the availability of its Personnel, agents and Subcontractors to appear at hearings (including appeals to any court or tribunal) and to provide witness or other statements as required by the Department.
- 11.6 The Provider must notify Services Australia of any change in the circumstances of a Participant:
 - (a) as required in relation to any claim for a Pay Slip Verified Outcome Payment under any Guidelines; and
 - (b) that impacts on their Income Support Payments,
 and do so within five Business Days of becoming aware of the change in circumstances.
- 11.7 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 11.6.

12. Business level expectations

- 12.1 The Department provides no guarantee of:
 - (a) the volume or type of business the Provider will receive, including the number of Referrals;
 - (b) the numbers of Participants for any Services under this Deed;
 - (c) the numbers of Participants for any Employment Region in relation to any Services under this Deed; or
 - (d) the accuracy of market and other information provided in the request for tender for this Deed.

13. Gap filling

- 13.1 For the purposes of filling gaps in employment services, the Department and the Provider may agree to provision of additional Services by the Provider, on the same terms as specified in this Deed, at the times requested by the Department.

14. Additional Services

- 14.1 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.

Section A2.3 – Some basic rules about financial matters

15. General

- 15.1 Subject to sufficient funds being validly appropriated for jobactive and compliance by the Provider 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(s) specified in item 5 of Schedule 1.
- 15.2 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.
- 15.3 Where the Department determines that the Provider is in breach of clause 15.2, the Department may, at its absolute discretion, recover some or all of the relevant Payment from the Provider, with the recoverable amount being determined by the Department at its absolute discretion, as a debt in accordance with clause 21, without prejudice to any other rights that the Department may have under this Deed or the law.
- 15.4 With the exception of Payments:
- (a) verified by Services Australia data in accordance with any Guidelines;
 - (b) for Full Outcomes involving Pre-existing Employment; and
 - (c) for Partial Outcomes under paragraph (f) of the definition of Partial Outcome, it is a precondition of the Provider's entitlement to be paid a Payment that the Provider has, at the time it makes a claim for or accepts the Payment, true, complete and accurate Documentary Evidence sufficient to prove that the Provider:
 - (d) is entitled to the Payment;
 - (e) has delivered the Services relevant to its claim for Payment; and
 - (f) has done so in accordance with this Deed, including any Guidelines.
- 15.5 It is a further precondition of the Provider's entitlement to be paid a Payment that it:
- (a) has a valid ABN;
 - (b) immediately Notifies the Department if it ceases to have a valid ABN;
 - (c) correctly quotes its ABN on all documentation provided to the Department, where relevant;
 - (d) supplies proof of its GST registration, if requested by the Department;
 - (e) immediately Notifies the Department of any changes to its GST status; and
 - (f) submits Tax Invoices to the Department for payment, unless otherwise advised by the Department.
- 15.6 Without limiting the Department's rights under this Deed or at law, 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.
- 15.7 The Provider must:

- (a) ensure that any of its Personnel or Subcontractors that are required to submit claims for Payments, have successfully completed Claims Processing Training prior to submission of any claim for a Payment is made to the Department by them; and
- (b) when requested by the Department, provide evidence that the relevant Personnel or Subcontractors have successfully completed Claims Processing Training.

16. Evidence to support entitlement to Payments

- 16.1 Subject to any Guidelines, the Provider must retain the Documentary Evidence specified at clause 15.4 (d) for such period as is required under clause 37.9.
- 16.2 The Provider must submit the Documentary Evidence referred to in clause 16.1 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.
- 16.3 If:
 - (a) the Provider does not comply with a request by the Department under clause 16.2, including if the Documentary Evidence provided is not true, complete and accurate;
 - (b) the Department has already paid the Provider the relevant Payment; and
 - (c) an extension of time has not been requested and agreed to by the Department,
 then:
 - (d) the Provider will be taken not to have delivered the relevant Services in accordance with this Deed and not to be entitled to the relevant Payment; and
 - (e) the Department may, at its absolute discretion, recover the relevant Payment from the Provider as a debt in accordance with clause 21, without prejudice to any other rights that the Department may have under this Deed or the law.
- 16.4 The Department may contact Employers or Participants or any other relevant parties to verify Documentary Evidence provided by a Provider.

17. Exclusions

- 17.1 The Department is not responsible for the payment of any money in excess of the Payments set out in this Deed.
- 17.2 The Department is not required to make any superannuation contributions in connection with this Deed.
- 17.3 Unless otherwise agreed in writing with the Department, 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.

18. Ancillary Payments

- 18.1 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.

19. Overpayment and double payment

Overpayment

- 19.1 If, at any time, the Department determines that an overpayment by the Department has occurred for any reason, including where a Tax Invoice is found to have been incorrectly rendered after payment, or a payment has been made in error, then the Department may, at its absolute discretion, recover some or all of the relevant payment amounts from the Provider, with the recoverable amount being determined by the Department at its absolute discretion, as a debt in accordance with clause 21, without prejudice to any other rights that the Department may have under this Deed or the law.

Double payment

- 19.2 Subject to clause 19.2A, any Guidelines and any express written agreement with the Department to the contrary, 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 the Department may require the Provider to provide evidence, in a form acceptable to the Department, which proves that the Provider is not so entitled.
- 19.2A Clause 19.2 does not apply to any payment that the Provider, or any Related Entities, are entitled to under the ParentsNext Deed.
- 19.3 For the purposes of clause 19.2, if the Department determines, in 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 and unfettered discretion:
- (a) make the relevant payment;
 - (b) decide not to make the relevant payment; or
 - (c) recover any relevant payment made by the Department as a debt in accordance with clause 21.
- 19.4 Regardless of any action the Department may take under clause 19.3, 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 19.3.

20. The Department may vary certain terms

- 20.1 Without prejudice to any other rights that the Department may have under this Deed or the law, the Department may, at any time, vary:
- (a) Payments under this Deed;
 - (b) Sites and/or Employment Regions of the Provider;

- (c) Referrals to the Provider and the number of Participants on the Provider's caseload; and/or
- (d) the Business Share, or where relevant, the number of NEIS Places allocated to the Provider,

for all or part of the Term of this Deed:

- (e) based on the Department's assessment of:
 - (i) projected changes to labour market conditions in an Employment Region (including past and/or future projected Participant demand); or
 - (ii) the number of Stream Participants who are transferred to or from the Provider pursuant to clause 81.1(d); or
- (f) acting reasonably, for any other reason as determined by the Department at its absolute discretion,

by providing Notice to the Provider.

20.2 If the Department exercises its rights under clause 20.1:

- (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.

21. Debts and offsetting

- 21.1 Any amount owed to the Department, or deemed to be a debt to the Department under this Deed, including any Interest, will, without prejudice to any other rights available to the Department under this Deed or the law, be recoverable by the Department, at its absolute discretion, as a debt due to the Commonwealth from the Provider without further proof of the debt being necessary.
- 21.2 Unless otherwise agreed in writing by the Department, 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.
- 21.3 Unless otherwise agreed in writing by the Department, where any debt is owed to the Commonwealth under this Deed, Interest accrues on that debt if it is not repaid within 30 calendar days of receipt of a Notice from the Department requiring payment, until the amount is paid in full.
- 21.4 Without limiting the Department's rights under this Deed or the law, if the Provider owes the Commonwealth any debt or has outstanding or unacquitted money, under this Deed, or under any other arrangement with the Department or the Commonwealth, the Department may offset or deduct an amount equal to that debt owed, or outstanding or unacquitted money, against any Payments due to the Provider under this Deed.
- 21.5 The Department will Notify the Provider if it exercises its rights under clause 21.4 within 10 Business Days after having exercised those rights.
- 21.6 Notwithstanding any action taken by the Department under clause 21.4, the Provider must continue to perform its obligations under this Deed, unless the Department agrees otherwise in writing.

22. Taxes, duties and government charges

- 22.1 Unless expressly stated to the contrary, all dollar amounts in this Deed are inclusive of GST.
- 22.2 If a Payment is not in relation to a Taxable Supply, the Provider must only claim or accept an amount exclusive of GST.
- 22.3 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.
- 22.4 The Provider must not claim or accept from the Department any amount for which it can claim an Input Tax Credit.
- 22.5 Where any debt is repaid, including by offset under clause 21.4, an Adjustment Note must be provided to the Department if required by the GST Act.
- 22.6 Subject to this clause 22, all taxes, duties and government charges imposed in Australia or overseas in connection with this Deed must be borne by the Provider.

23. Fraud

- 23.1 The Provider must not engage in, and must ensure that its Personnel, Subcontractors and agents do not engage in, fraudulent activity in relation to this Deed.
- 23.2 The Provider must take all reasonable steps to prevent fraud upon the Commonwealth, including the implementation of an appropriate fraud control plan, a copy of which must be provided to the Department on request.
- 23.3 If, after investigation, the Department determines that the Provider has been engaged in fraudulent activity, the Department may, without limitation to any other rights available to the Department:
 - (a) take action under clause 52.2; or
 - (b) terminate this Deed under clause 56,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.

Section A2.4 - Reports

24. General reporting

- 24.1 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 Personnel and Subcontractors; and
 - (ii) the financial status of the Provider; 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 at clause 24.1(a) or those otherwise required under this Deed.

- 24.2 The Provider must also provide any other Reports that may reasonably be required by the Department, within the timeframes requested by the Department.
- 24.3 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 satisfaction within ten Business Days of Notice to the Provider from the Department to do so.

Connections for Quality Indicators

- 24.4 The Provider must report publicly against Connections for Quality Indicators in accordance with any Guidelines.

25. Financial statements and guarantees

- 25.1 Subject to clause 25.3, 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.
- 25.2 If the Provider is a Tendering Group or a partnership, then the Provider must provide one copy of the consolidated audited financial statements for the Tendering Group or partnership, if available, and individual annual audited financial statements for each member of the Tendering Group.
- 25.3 If required 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, a financial guarantee in a form and in terms satisfactory to the Department.

Section A2.5 – Assessment and management of Provider's performance

26. Evaluation activities

- 26.1 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, but are not limited to:
 - (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 40; and

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

27. Program Assurance Activities

27.1 Throughout the Term of this Deed, the Department may conduct Program Assurance Activities and the Provider must fully cooperate with the Department in relation to all such activities as required by the Department.

28. Performance assessments

28.1 During each Performance Period, the Department will monitor, measure and evaluate the Provider's performance against the requirements of this Deed, including, without limitation, and as relevant, the Employment Provider Services KPIs, the NEIS KPIs, the Joint Charter of Deed Management, the Service Delivery Plans, any representations in the Provider's tender response to the request for tender for this Deed and the Service Guarantees.

28.2 For the purposes of clause 28.1, the Department may rely on data collected from any source, including, without limitation, feedback from Participants, Employers, Transition to Work Providers, ParentsNext Providers, Time to Work Providers, NEIS Providers and HTS Providers and intelligence from the Department's Employment Services Tip off Line.

28.3 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 each location and Employment Region, as relevant, and at each Site where the Provider delivers Services; and
- (b) subsequently 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 it is likely to be in scope for an adjustment of its Business Share or NEIS Places under clause 101 and clause 132, where relevant.

28.4 This clause 28 does not in any way limit the rights of the Department under this Deed or at law, including rights to take remedial action against the Provider, arising out of the monitoring, measuring, evaluating or reviewing of the Provider's performance under this clause 28, or otherwise.

28.5 The Provider agrees that the Department may publish information the Department holds concerning the Provider's performance of the Services.

29. Sample reviews

READER'S GUIDE

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. 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. The Department may then apply remedies in relation to the deemed invalid claims.

Example: The Department might decide to conduct a sample review of all claims for 26 Week Employment Outcomes for Stream C Participants made by the Provider during the six months immediately prior to the last Financial Year. The Department might choose to do so by reviewing a sample of 15% of all such claims, selected through a sampling methodology that meets the requirements of this clause 29. If the sample review finds that 20% of the sample claims are invalid, then the Department may treat up to 20% of all relevant Outcome Payment claims made by the Provider during the sample period as being invalid and apply relevant remedies under the Deed.

- 29.1 Without prejudice to any other rights of the Department under this Deed or the law (including the right to engage in any other form of sampling activity):
- (a) the Department may:
 - (i) evaluate how the Provider has claimed Payments, by reviewing and investigating only a sample of claims for Payments generally, or of Payments of a particular type or class (**'Sample Review'**); and
 - (ii) for the purposes of a Sample Review, take into account data collected from any source without limitation; and
 - (b) if the results of a Sample Review show that the Provider has, in relation to all or a proportion of the claims for Payments included in a Sample Review, made claims for Payments:
 - (i) in breach of this Deed; or
 - (ii) in circumstances where it was not entitled to claim the Payments, as determined by the Department, then the Provider is, subject to clause 29.3, taken to have invalidly claimed all Payments, or that proportion of all Payments, as relevant:
 - (iii) generally; or
 - (iv) of the relevant type or class of Payments, as relevant to the Sample Review, for the period of the Sample Review (**'Deemed Invalid Claims'**).
- 29.2 In relation to Deemed Invalid Claims, the Department may, at its absolute discretion and without limiting its other remedies under this Deed or the law, do any one or more of the following by providing Notice to the Provider:
- (a) exercise its rights under clause 15.3 in respect of some or all of those claims;
 - (b) exercise any remedies specified in clause 52.2;
 - (c) recover any amounts under clause 54.1(b) in respect of those claims;
 - (d) exercise any of its rights under clause 56;
 - (e) exercise any of its rights to take remedial action in relation to the Provider's performance under clause 101 and/or clause 132, as relevant; or
 - (f) recover any amounts under clause 130.4 in relation to those claims, where relevant.

Sampling methodology

- 29.3 For the purposes of clause 29.1, 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% confidence level that the proportion and/or value of invalid claims identified in the Sample Review can be extrapolated under clause 29.1(b) to that proportion and/or value of Payments generally or of the relevant type or class of Payments as relevant to the Sample Review, for the period of the Sample Review.
- 29.4 The Department must disclose the methodology used in a Sample Review to the Provider before exercising the Department's rights under clause 29.2.

Section A2.6 – Customer feedback

30. Customer feedback process and Customer feedback register

- 30.1 The Provider must establish and publicise to its Customers the existence and details of a Customer feedback process which will deal with feedback, including Complaints lodged by Customers, about its conduct of the Services. The process must:
- (a) be consistent with this clause 30, the Joint Charter of Deed Management, any representation made by the Provider in its tender response to the request for tender for this Deed and, for Employment Provider Services, the Service Guarantees and the Service Delivery Plan(s); and
 - (b) clearly indicate that Customers may also make a Complaint directly to the Department using the Department's National Customer Service Line.
- 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:
- (a) explain the Customer feedback process to each potential Participant upon their initial Contact with the Provider;
 - (b) ensure that all Complaints it receives are investigated by an appropriately senior staff member of the Provider;
 - (c) effectively and promptly communicate the outcome of any investigation and any action the Provider proposes to take about a Complaint to the relevant complainant and, if requested by the Department, to the Department; and
 - (d) when approached by the Department, actively assist:
 - (i) 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;

- (ii) in negotiating a resolution to any Complaint; and
- (iii) other authorities in negotiating a resolution to any Complaint, where the relevant Customer has chosen to utilise other legislative or other complaints mechanisms.

30.5 The Provider must keep:

- (a) a Customer feedback register for each Site or in relation to NEIS Services, for each Employment Region, which includes the following information:
 - (i) details of all Customer feedback received directly by the Provider, and the outcome of any investigation where relevant;
 - (ii) details of all Customer feedback referred to the Provider by, or through, the Department; and
 - (iii) in relation to Complaints, details which provide enough information to identify the nature of the Complaint, where detailed information relating to the Complaint is stored (if not in the Customer feedback register), the Site or Employment Region to which the Complaint relates, as relevant, and the date of the Complaint and the Customer(s) involved; and
- (b) Records, in accordance with the Records Management Instructions, as to how any Complaint was handled, the outcome of the relevant investigation and any follow up action required.

CHAPTER A3 – INFORMATION MANAGEMENT

Section A3.1 – Information Technology

31. General

- 31.1 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 Department may:
 - (a) provide training on Accessing the Department's IT Systems, by computer-assisted learning packages or otherwise; and
 - (b) require that Personnel and Subcontractors must not Access the Department's IT Systems until they have successfully completed the relevant training, and the Provider must comply with any such requirement.
- 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 must:

- (a) advise the Department by email to securitycompliancesupport@dese.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 Provider IT System that impacts, or may have an impact, on the security of that Provider IT System, and if the Department imposes any terms and conditions in respect of the use of that Provider IT System, comply, and ensure that all relevant Subcontractors comply, with those terms and conditions;
- (b) ensure that any External IT System used:
 - (i) meets the minimum requirements of the Department for Access to the Department's IT Systems, as specified in any Guidelines or as otherwise advised by the Department;
 - (ii) does not negatively impact the performance, availability or data integrity of the Department's IT Systems;
 - (iii) meets the relevant requirements of the ESAF;
 - (iv) does not introduce or permit the introduction of Malicious Code into the Department's IT Systems;
 - (v) has secure log ons for each operator such that each operator's logon is uniquely identifiable to the Department and entries are traceable, and have date and time stamps;
 - (vi) does not default answers to questions or input fields where the Department's IT Systems has no default setting; and
 - (vii) meets the minimum requirements of the Department for Record keeping and program assurance purposes, as specified in this Deed including any Guidelines or as otherwise advised by the Department; 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).

32.3 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, costs or legal liability of the Provider arising from such changes.

Provider IT System accreditation

Note: A 'Provider IT System' 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.

- 32.4 Subject to the requirements of the ESAF, the Provider must, and must ensure that its Subcontractors:
- (a) obtain 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 Completion Date.
- 32.5 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.
- 32.6 For the purposes of clause 32.4(b), the Provider must, and must ensure that its Subcontractors, obtain reaccreditation of all Provider IT Systems in accordance with the requirements of the ESAF.
- 32.7 Unless otherwise expressly set out in this clause 32, accreditation and reaccreditation under this clause 32 must be awarded by the Department.
- 32.8 Reserved.
- 32.9 If the Provider or any Subcontractor 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.
- 32.10 Reserved.
- 32.11 If the ESAF requires that any Personnel or Subcontractors of the Provider must complete specific personnel vetting requirements for the purposes of accreditation or reaccreditation:
- (a) the Provider must ensure that its relevant Personnel and Subcontractors successfully complete the required personnel vetting processes, and bear any costs associated with doing so; and
 - (b) the Department will sponsor any Australian Government clearances as required by the ESAF.

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. A Third Party Employment System and a Third Party Supplementary IT System include any relevant information technology service provided by a Third Party IT Vendor.

32.12 The Provider must:

- (a) not directly or indirectly allow Access to electronic Records relating to the Services, or any derivative thereof, to any Third Party IT Vendor until such Third Party IT Vendor has met the relevant requirements of the ESAF and has:
 - (i) for any Third Party IT Vendor that provides or uses a Third Party IT Employment System, entered into a Third Party IT Vendor Deed with the Department, and only grant such Access in accordance with the terms of the relevant Third Party IT Vendor Deed and any Guidelines; and
 - (ii) for any Third Party IT Vendor that provides or uses a Third Party Supplementary IT System, been assessed and accredited by the Provider in accordance with the requirements of the ESAF, and only grant such Access in accordance with the terms of the ESAF;
- (b) in any contract with any Third Party IT Vendor that provides or uses Third Party IT, ensure that any and all records held in Third Party IT relating directly or indirectly to the Services, can be, and are, provided on request to the Department or the Provider and in an unadulterated form (i.e. with no amendments or transformations to the Records or their data structures);
- (c) in any contract with any Third Party IT Vendor that provides or uses a Third Party Employment System:
 - (i) provide that the Third Party IT Vendor may only subcontract its obligations under that contract to another entity that has entered into a Third Party IT Vendor Deed with the Department; and
 - (ii) reserve a right of termination to take account of the Department's right of termination in the relevant Third Party IT Vendor Deed;
- (d) on receipt of any advice from the Department that it has terminated a relevant Third Party IT Vendor Deed, terminate the Provider's contract with the relevant Third Party IT Vendor and, at its own cost, promptly cease using the Third Party IT Vendor;
- (e) impose the obligations set out in this clause 32.12 on any Subcontractor Accessing electronic Records relating to the Services; and
- (f) advise the Department by email to securitycompliancesupport@dese.gov.au, or such other address as advised by the Department from time to time, of any proposed use of any Third Party IT for the analysis of Records relating directly or indirectly to the Services, or any derivative thereof, and if the Department imposes any terms and conditions in respect of such use, comply, and ensure that all relevant Subcontractors and Third Party IT Vendors comply, with those terms and conditions.

Technical advice

32.13 The Provider must:

- (a) nominate Personnel 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 ('IT Contact');
- (b) ensure that the IT Contact:
 - (i) disseminates technical advice to any Subcontractor and Personnel of the Provider in order to minimise disruption to the Services; and
 - (ii) provides advice, as requested by the Department:
 - (A) to assist in the resolution of the Department's IT Systems technical issues; and
 - (B) in relation to the Provider's readiness to deploy system upgrades to the Department's IT Systems; and
- (c) where the IT Contact changes, advise the Department accordingly.

Security

- 32.14 The Provider must comply, and ensure that its Subcontractors and Third Party IT Vendors comply, with the Department's Security Policies and the Cybersafety Policy, as relevant.
- 32.15 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.
- 32.16 The Provider must (through its Security Contact) promptly report all breaches of IT security to the Employment Systems Service Desk, including where any Personnel or any Subcontractor suspect that a breach may have occurred or that a person may be planning to breach IT security, and provide updates on their resolution.
- 32.17 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.
- 32.18 Where the Department determines that the Provider is in breach of, or has previously breached, this clause 32, the Department may immediately take action including any one or more of the following:
 - (a) suspending, terminating, or requiring the cessation of all Access to the Department's IT Systems for any Personnel, Subcontractor, Third Party IT Vendor, External IT System or the Provider;

- (b) applying bandwidth throttling measures in respect of all Access to the Department's IT Systems for any Personnel, Subcontractor, Third Party IT Vendor, External IT System or the Provider;
 - (c) requiring the Provider to obtain new logon IDs for any Personnel, Subcontractor or Third Party IT Vendor and if so required, the Provider must promptly obtain such new logons; or
 - (d) requiring the Provider to prepare and implement an IT security plan to the Department's satisfaction, and if so required, the Provider must do so within the timeframe required by the Department.
- 32.19 Any action taken by the Department under clauses 32.17 to 32.18 does not limit any other rights the Department has under this Deed, including pursuant to clause 52.2, or under the law.
- 32.20 If the Department gives Notice to the Provider that Access to the Department's IT Systems is terminated for any particular 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

- 32.21 For the purposes of clauses 32.22 to 32.25:
- 'Clients'** means persons 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 but is not limited to, the Provider, the Provider's staff 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 on-line content by users of computers, particularly Children, and may include, but is not limited to, having a policy in place regarding appropriate use and protection for Clients, installation of filters, audits and provision of information or training to the Provider's staff regarding the risks of, and protection from, inappropriate or harmful on-line content.
- 32.22 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.
- 32.23 The Provider must take Reasonable Steps to protect its Clients' cybersafety.
- 32.24 If the Department gives the Provider Notice requiring it, the Provider must provide the Department, within 10 Business Days of receiving the Notice, with evidence satisfactory to the Department that the Provider has complied with the requirements of this Cybersafety Policy.
- 32.25 The Provider agrees to include its obligations in relation to this Cybersafety Policy in all Subcontracts it enters into in relation to the Services.

Section A3.2 – Property rights

33. Ownership of Intellectual Property Rights and Material

33.1 Subject to clause 34, as between the Department and the Provider (but without affecting the position between the Provider and a third party), the ownership of Intellectual Property Rights in, and the actual documents comprising:

- (a) Commonwealth Material; and
- (b) Deed Material,

vest at all times in the Department.

Dealing with Intellectual Property Rights

33.2 The Provider warrants that it:

- (a) is entitled, or will be entitled at the relevant time, to deal with the Intellectual Property Rights in Deed Material and the Existing Material in accordance with this clause 33 and clause 34, as relevant; and
- (b) has obtained valid, unconditional and irrevocable written consents from all owners of Intellectual Property Rights in, and all authors (including Subcontractors) involved in creating Deed Material and Existing Material so that the Department's use of that Material in accordance with this clause 33 and clause 34, as relevant, will not infringe:
 - (i) the Intellectual Property Rights of any third party; or
 - (ii) any author's Moral Rights.

33.3 The Provider must:

- (a) if requested by the Department to do so, create, sign, execute or otherwise deal with any document that may be necessary or desirable to give effect to clause 33.1;
- (b) not deal with the Intellectual Property Rights in the Deed Material, except as expressly provided for in this Deed; and
- (c) deliver all Deed Material to the Department at the Completion Date, unless otherwise Notified by the Department.

33.4 For the purposes of this clause 33, 'infringe' includes unauthorised acts that would, but for the operation of section 163 of the *Patents Act 1990* (Cth), section 96 of the *Designs Act 2003* (Cth), section 183 of the *Copyright Act 1968* (Cth), and section 25 of the *Circuits Layout Act 1989* (Cth), constitute an infringement.

34. Licensing of Intellectual Property Rights

Licence of Commonwealth Material and Deed Material

34.1 The Department grants the Provider a licence to use, copy and reproduce Commonwealth Material and Deed Material, but only for the purposes of this Deed and in accordance with any conditions or restrictions Notified by the Department to the Provider.

34.2 The licence in clause 34.1 is revocable on 10 Business Days' Notice by the Department, and expires on the Completion Date.

- 34.3 If the Department specifies in the Records Management Instructions that Intellectual Property Rights in some Deed Material vests in the Provider, the Provider grants the Department a permanent, irrevocable, free, world-wide, non-exclusive licence (including a right of sublicense) to use, reproduce, communicate, adapt and exploit the Intellectual Property Rights in Deed Material for any purpose as required by the Department.
- 34.4 The Provider must not do anything that would prejudice the Department's right title and interest in Commonwealth Material or Deed Material.

Licence of Existing Material

- 34.5 This Deed does not affect the ownership of any Intellectual Property Rights in any Existing Material. The Provider, however, grants to the Department or must arrange for the grant to the Department of a permanent, irrevocable, free, world-wide, non-exclusive licence (including a right of sublicense) to use, reproduce, communicate, adapt and exploit the Intellectual Property Rights in Existing Material for any purpose as required by the Department.
- 34.6 If requested by the Department to do so, the Provider must create, sign, execute or otherwise deal with any document that may be necessary or desirable to give effect to this clause 34.

Commonwealth Coat of Arms

- 34.7 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/government/commonwealth-coat-arms) (<https://www.pmc.gov.au/government/commonwealth-coat-arms>).

Section A3.3 – Control of information

35. Personal and Protected Information

- 35.1 Clauses 35.1 to 35.3 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', 'contracted service provider', 'eligible data breach', 'organisation', 'sensitive information' and 'Australian Privacy Principle' (APP) have the same meaning as they have in section 6 of the Privacy Act, and 'subcontract' and other grammatical forms of that word have the meaning given in section 95B(4) of the Privacy Act.
- 35.2 The Provider acknowledges that it is a contracted service provider and agrees, in respect of the conduct of 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 expressly requires the Provider to comply with an APP that applies only to an organisation, to carry out and discharge the obligations contained in the APPs as if it were an agency;

- (c) not to do any act or engage in any practice that if done or engaged in by an agency, or where relevant, an organisation, would be a breach of an APP or contrary to the Privacy Act;
- (d) to co-operate 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:
 - (i) 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; and
 - (ii) their Personal Information may be disclosed and passed on to the Department and to other persons in relation to providing the Services;
- (f) unless expressly authorised or required under this Deed, 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 Personnel:
 - (i) to remove any access that the Personnel have to any relevant Personal Information;
 - (ii) to require that the Personnel return to the Provider or the Department any relevant Personal Information held in the Personnel's possession; and
 - (iii) it must remind the Personnel of their relevant obligations under this Deed; and
- (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).

- 35.3 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 Personnel or 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

- 35.4 Where one party Notifies the other party that an eligible data breach in relation to Personal Information received, created or held by the Provider in the course of conducting the Services has or may have occurred, the Provider must:
- (a) carry out an assessment in accordance with the Privacy Act;
 - (b) take all reasonable action to mitigate the risk of the eligible data breach causing serious harm to any of the individuals to whom the Personal Information relates;
 - (c) 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
 - (d) take any other action as reasonably directed by the Department or the Australian Information Commissioner.

Protected Information

- 35.5 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

- 36.1 Subject to this clause 36, the Parties must not, without each other's prior written approval, disclose any of each other's Confidential Information to a third party.
- 36.2 In giving written approval to disclosure, a Party may impose conditions as it thinks fit, and the other Party agrees to comply with the conditions.
- 36.3 The obligations on the Parties under this clause 36 will not be breached if information:
- (a) is shared by the Department within the Department's organisation, or with another agency, where this serves the Commonwealth's legitimate interests;
 - (b) is disclosed by the Department to the responsible Minister or the Minister's staff;
 - (c) is disclosed by the Department, in response to a request or direction by a House or a Committee of the Parliament of the Commonwealth of Australia;
 - (d) is authorised or required by law to be disclosed; or
 - (e) is in the public domain otherwise than due to a breach of this clause 36.
- 36.4 Nothing in this clause 36 limits the obligations of the Provider under clauses 35 or 40.

Section A3.4 – Records management

37. Records the Provider must keep

- 37.1 The Provider must create and maintain true, complete and accurate Records in connection with the performance of its obligations under this Deed, in accordance with this Deed and the Records Management Instructions.
- 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.
- 37.3 Without limiting its obligations under clause 40.1, 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.

Financial Accounts and Records

- 37.4 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 maintained by the Australian Accounting Standards Board created by section 261 of the *Australian Securities and Investments Commission Act 2001* (Cth); 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 person may examine them at any time and thereby ascertain the Provider's financial position.

Storage

- 37.5 The Provider must store all Records in accordance with the Records Management Instructions and the Department's Security Policies, and where relevant, its Privacy Act obligations.

Register of Records

- 37.6 The Provider must maintain an up to date register of the Records held by the Provider and any Third Party IT Vendor, as specified in the Records Management Instructions, and make this register available to the Department on request.

Access

- 37.7 The Provider must ensure that its:

- (a) Personnel and Subcontractors do not access, copy, disclose or use any:
 - (i) Record containing any information about any participant in any employment services program; or
 - (ii) Record in the Department's IT Systems containing any information about any individual (including individuals who are not participants in any employment services program),
 unless such access, copying, disclosure or use is for the purpose of:
 - (iii) providing Services to the participant under this Deed (i.e. the participant is a 'Participant' under this Deed); or
 - (iv) otherwise complying with this Deed; and
- (b) Third Party IT Vendors do not access, copy, disclose or use any electronic Record unless such access, copying, disclosure or use is for the purpose of assisting the Provider to comply with this Deed.

Transfer

37.8 Subject to clause 35.2(h), 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.

Retention

- 37.9 Subject to clause 35, all Records must be retained by the Provider for a period of no less than seven years after the creation of the Record, unless otherwise specified in the Records Management Instructions or advised by the Department.
- 37.10 At the Completion Date, the Provider must manage all Records in accordance with the Records Management Instructions or as otherwise directed by the Department.

Destruction

37.11 The Provider must:

- (a) not destroy or otherwise dispose of Records, except in accordance with the relevant Records Management Instructions, or as otherwise directed by the Department; and
- (b) provide a list to the Department of any Records that have been destroyed, as directed by the Department.

Third Party IT Vendors

- 37.12 If any Third Party IT Vendor creates or maintains Records in association with the delivery of 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. Access by Participants and Employers to Records held by the Provider

- 38.1 Subject to this clause 38, the Provider must allow Participants and Employers who are individuals to access Records that contain their own Personal Information, and provide them with copies of such Records if they require, except to the extent that Commonwealth legislation would, if the Records were in the possession of the Commonwealth, require or authorise the refusal of such access by the Commonwealth including Records of the type set out in clause 38.3.
- 38.2 The Provider must, in providing access to the requested Records in accordance with clause 38.1:
- (a) ensure that the relevant Participant or Employer requesting the access in clause 38.1 provides proof of identity before access is given to the requested Records; and
 - (b) notate the relevant files with details of the Records to which access was provided, the name of the person granted access and the date and time of such access.
- 38.3 Where a Participant or an Employer requests access to records containing information falling within the following categories:
- (a) records also containing information about another person;
 - (b) medical/psychiatric records (other than those actually supplied by the Participant or Employer, or where it is clear that the Participant has a copy or has previously sighted a copy of the records);
 - (c) psychological records; and
 - (d) information provided by other third parties,
- the request must be directed by the Provider to the Department for consideration.
- 38.4 The Provider must comply with any direction given by the Department in relation to the provision, or refusal, of access to Records held by the Provider to a Participant or Employer.

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

- 39.1 In this clause 39, 'document' has the same meaning as in the *Freedom of Information Act 1982 (Cth)*.
- 39.2 The Provider agrees that:
- (a) where the Department has received a request for access to a document created by, or in the possession of the Provider, any Subcontractor or any Third Party IT Vendor, the Department may, at any time, by Notice, require the Provider to provide the document to the Department and the Provider must, at no additional cost to the Department, promptly comply with the Notice;

- (b) the Provider must assist the Department in respect of the Department's obligations under the *Freedom of Information Act 1982* (Cth), as required by the Department; and
- (c) the Provider must include in any Subcontract, or contract with a Third Party IT Vendor, provisions that will enable the Provider to comply with its obligations under this clause 39.

40. Access to premises and Records

40.1 The Provider must at all reasonable times give or arrange for any Department Employee:

- (a) unfettered access to:
 - (i) its Sites or premises and those of any Subcontractor or Third Party IT Vendor;
 - (ii) any External IT System;
 - (iii) all Material, including that 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, as required by the relevant Department Employee, to:
 - (i) inspect its Sites or premises and those of any Subcontractor or Third Party IT Vendor;
 - (ii) inspect the performance of Services; and
 - (iii) locate, inspect, copy and remove, all Material including data stored on the Provider's information technology systems or those of any Subcontractor or Third Party IT Vendor.

40.2 Subject to clause 40.3, the obligations referred to in clause 40.1 are subject to the provision of reasonable prior notice to the Provider and compliance with the Provider's reasonable security procedures.

40.3 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
- (b) the Department is otherwise conducting Program Assurance Activities in relation to the Provider,

clause 40.2 does not apply, and Department Employees may remove and retain any Material that the Department determines is relevant to the investigation, including items stored on an electronic medium, provided that the Department returns a copy of all such Material to the Provider within a reasonable period of time.

CHAPTER A4 – DEED ADMINISTRATION

Section 4A4.1 – Indemnity and insurance

41. Indemnity

- 41.1 The Provider must indemnify the Department against any:
- (a) loss, cost or liability incurred by the Department; and
 - (b) loss or expense incurred by the Department in dealing with any claim against the Department, including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used, or disbursements paid by the Department,
- arising from or in connection with:
- (c) any act or omission by:
 - (i) the Provider;
 - (ii) a Subcontractor (whether or not the relevant entity is a current Subcontractor); or
 - (iii) an Activity Host Organisation engaged by the Provider other than as a Subcontractor,in connection with this Deed, where there was fault on the part of the person whose conduct gave rise to that cost, liability, loss, damage, or expense;
 - (d) any breach by the Provider of this Deed or failure to meet an undertaking given under this Deed;
 - (e) any publication of the information referred to in clauses 28.5 or 61, where the published information was provided by the Provider to the Department; or
 - (f) the use by the Department of the Deed Material or Existing Material, including any claims by third parties about the ownership or right to use Intellectual Property Rights or Moral Rights in Deed Material or Existing Material.
- 41.2 The liability of the Provider to indemnify the Department under this clause 41 will be reduced proportionately to the extent that fault on the Department's part contributed to the relevant cost, loss, damage, expense, or liability.
- 41.3 The Department's right to be indemnified under this clause 41 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, damage, expense or liability.

Meaning of fault

- 41.4 In this clause 41, 'fault' means any negligent or unlawful act or omission or wilful misconduct, including fraud.

42. Insurance

- 42.1 Subject to this clause 42 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 at clause 42.1(b)(i)(A) and the professional indemnity insurance or errors and omissions insurance at clause 42.1(d), be written on an occurrence basis:
- (a) public 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 43; 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) or death of any person (other than a liability insured under the insurance referred to at clause 42.1(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 person 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 at clause 42.1(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) or death of, any person 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);
 - (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 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 43 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 in judgement 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 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 43; 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) or death of, any person (other than a liability insured under the insurance referred to in clause 42.1(b)),
 arising out of or in connection with any products installed, repaired, serviced, 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 by the most direct route between:
 - (A) the Provider's premises and the Participant's home or Services Australia following Referral;
 - (B) the Provider's premises and job interviews; and
 - (C) the Participant's home and job interviews, following referral by the Provider; and
 - (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 liability for third party personal injury or death or loss of or damage to third party 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 42.1(a).
- 42.2 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 Employment Provider, acting reasonably, would acquire, and any other insurance cover required by law.
- 42.3 Unless otherwise agreed by the Department in writing, all insurances required under this clause 42 (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.
- 42.4 Each of the insurances required by this clause 42 (other than statutory workers compensation insurance and compulsory third party motor vehicle insurance) that insures more than one person, 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 person (but not so as to increase the overall limit of liability) (this clause does not apply to any professional indemnity or errors and omissions insurance required by this clause 42);
 - (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 persons 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 person to observe and fulfil the terms of the policy, or to comply with the terms of the policy, or to comply with that insured person's pre-contractual duty of disclosure does not prejudice the insurance of any other person 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 person for the purposes of determining rights to indemnity; and

- (e) a clause whereby notice of a claim given to the insurer by any insured person will be accepted by the insurer as notice of a claim given by all the persons insured under the policy.
- 42.5 Clauses 42.4(a), (c) and (e) do not apply to any personal accident insurance required by this clause 42.
- 42.6 In relation to the insurances specified in this clause 42, 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.
- 42.7 The Provider must Notify the Department immediately when 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 42.1(d)); or
 - (b) receives a notice of cancellation in respect of any of the insurances that the Provider is obliged to effect and maintain.
- 42.8 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 42, 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

- 42.9 Subject to clause 42.10, the Provider must obtain written independent professional advice that the insurances obtained by it and any Subcontractors pursuant to this clause 42 meets the requirements of this Deed:
 - (a) before commencing the performance of any Services and in any event within 20 Business Days of the Deed Commencement Date; and
 - (b) within 10 Business Days of the date of renewal of each of the insurances required under this Deed.
- 42.10 Where the advice referred to in clause 42.9 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.
- 42.11 Clause 42.9 does not apply to statutory workers compensation insurance or compulsory third party motor vehicle insurance.
- 42.12 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.
- 42.13 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;
 - (b) a certificate of currency; and

- (c) a copy of the independent professional advice required by clause 42.9, at any time that the Department requests.

Note: Clause 42.13 allows the Department to request information relating to the insurances of any Subcontractor of the Provider.

- 42.14 The Provider must not change, during the term of any policy, its insurer(s) unless the Department is satisfied that the change will not reduce or terminate any cover that exists prior to the proposed change and has agreed in writing to the change.

Assistance to the Department

- 42.15 The Provider must:
 - (a) give full, true and particular information, in respect of any proposal for a policy of insurance (including any policy issued pursuant to any self-insurance scheme of the Commonwealth) to be effected by the Department, of all matters and things the non-disclosure of which might in any way prejudice or affect any policy or the payments of all or any benefits under a policy; and
 - (b) provide all reasonable assistance to the Department, in order to facilitate the Commonwealth making a claim under any insurance policy or self-insurance scheme effected for the Commonwealth's benefit.
- 42.16 For the avoidance of doubt, the provisions of this clause 42 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 42 does not limit its liability under any other provision of this Deed.

43. Liability of the Provider to the Department

Joint and several liability

- 43.1 To the extent permitted by law, where:
 - (a) more than one Party is a signatory to this Deed as the Provider – each of those Parties;
 - (b) the Provider is a partnership – each partner; or
 - (c) the Provider is a Tendering Group – each member of the Tendering Group;is jointly and severally liable for:
 - (d) the performance of all of the obligations of the Provider under this Deed; and
 - (e) all losses caused by any Subcontractor engaged for the purpose of this Deed.

Proportionate liability

- 43.2 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 68, this clause 43.2 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 68 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.

44. Special rules about Tendering Groups

44.1 If the Provider is a Tendering Group, the Provider:

- (a) agrees that its members are as specified at item 6.9 or 8.11 of Schedule 1, as relevant;
- (b) warrants that each of its members have given their authority to the member named in the Particulars as the Tendering Group's lead member to negotiate, bind and act on that member's behalf in relation to this Deed and any variations thereto; and
- (c) must not change its membership without the Department agreeing in writing, and the Provider complying with any direction from the Department in relation to the change.

Section A4.2 – Changes in persons delivering Services

45. Corporate governance

45.1 The Provider must provide a copy of its Constitution to the Department upon request.

45.2 The Provider must:

- (a) inform 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 its ability to comply with the Provider's obligations under this Deed; and
 - (ii) to the membership of its board of Directors, board of management or executive during the Term of this Deed; and
- (b) obtain a completed credentials information form (as supplied by the Department) 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.

Personnel

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

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

- (c) the person has suffered final judgment for a debt and the judgment has not been satisfied;
 - (d) subject to Part VIIC of the *Crimes Act 1914* (Cth), the person has been 'convicted' 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 person was granted a free and absolute pardon because the person was wrongly convicted of the offence; or
 - (iii) the person's conviction for the offence has been quashed, in accordance with any relevant law;
 - (e) the person is or was a Director or a person 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 person is otherwise prohibited from being a member or Director or employee or responsible officer of the organisation of the Provider.
- 45.4 Unless otherwise agreed by the Department in writing at its absolute discretion, where a person falls, or is discovered as falling, within any of clauses 45.3(a) to 45.3(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 45.3, if the Provider does not:
 - (i) transfer the person to a position that does not have a role in its management or financial administration; or
 - (ii) terminate the employment or engagement of the person or remove the person 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 person falls or has been discovered as falling within any of clauses 45.3(a) to 45.3(f), and take any action in respect of that person, that is Notified by the Department.

Note: For the avoidance of doubt, clause 45.4(b) will also apply where a person is transferred in accordance with clause 45.4(a)(i), to a role in the performance of the Services.

Change in Control of the Provider or a Material Subcontractor

- 45.5 The Provider must not, without the Department's prior written consent, cause or permit to occur a Change in Control of:
- (a) the Provider; or
 - (b) any Material Subcontractor.

- 45.6 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.
- 45.7 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) Tendering Group membership, if relevant,
- of the Provider or any Material Subcontractor, including the dates of any changes to those matters.
- 45.8 If the Provider does not:
- (a) obtain the Department's consent to a Change in Control as required by clause 45.5; or
 - (b) provide the Department with any information required by the Department in accordance with clause 45.7,
- the Department may do either or both of the following:
- (c) take action under clause 52.2; or
 - (d) terminate this Deed under clause 56.

46. Provider's Personnel

- 46.1 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 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.
- 46.2 For the purposes of clause 46.1, if the Provider is unable to provide replacement Personnel who are acceptable to the Department, the Department may terminate this Deed under clause 56.
- 46.3 The Provider must provide for, and ensure that its Personnel participate in, any training as directed by the Department.

47. External administration

- 47.1 Without limiting any other provisions of this Deed, the Provider must provide the Department, immediately upon receipt or generation by the Provider, a copy of:

- (a) any notice requiring the Provider to show cause why the Provider should not come under any form of external administration referred to in clause 47.1(b);
 - (b) any record of a decision of the Provider, notice or orders that the Provider has, or will, come under one of the forms of external administration referred to in:
 - (i) Chapter 5 of the *Corporations Act 2001* (Cth);
 - (ii) the equivalent provisions in the incorporated associations legislation of the Australian states and territories; or
 - (iii) Chapter 11 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth);
 - (c) any statutory demand within the meaning of sections 459E and 459F of the *Corporations Act 2001* (Cth);
 - (d) any proceedings initiated with a view to obtaining an order for the Provider's winding up;
 - (e) any 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;
 - (f) any 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
 - (g) being an individual, any notice that the Provider has become bankrupt or has entered into a scheme of arrangement with his or her creditors.
- 47.2 The Provider must, immediately upon the event happening, give Notice to the Department that the Provider:
- (a) has decided to place itself, or has otherwise come under, any one of the forms of external administration, referred to in clause 47.1(b); or
 - (b) is ceasing to carry on business.

48. Subcontracting

- 48.1 The Provider must not, without the Department's prior written approval:
- (a) enter into a Subcontract for the performance of any of its obligations under this Deed;
 - (b) terminate a Subcontractor who has been approved by the Department; or
 - (c) replace an approved Subcontractor with another Subcontractor.
- 48.2 In giving approval under clause 48.1, the Department may impose such terms and conditions as the Department thinks fit and the Provider must comply with any such terms and conditions.
- 48.3 The Subcontractors that the Department has approved at the Deed Commencement Date, and any terms and conditions relating to their use, are identified in items 6.10 and 8.12 of Schedule 1.
- 48.4 The Provider must ensure that any arrangement it enters into with a Subcontractor is in writing.

- 48.5 The Provider is liable to the Department for all losses caused under, or in connection with, this Deed by the acts or omissions of any Subcontractor whether or not the relevant entity is a current Subcontractor.
- 48.6 The Provider must ensure that every Subcontractor is aware of all terms and conditions of this Deed relevant to the Subcontractor's part in the provision of the Services.
- 48.7 The Provider must pay its Subcontractors in accordance with the terms of the relevant Subcontract.
- 48.8 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 cease using that Subcontractor and arrange for its replacement by Personnel or another Subcontractor acceptable to, and approved by, the Department.
- 48.9 The Provider must, in any Subcontract:
- (a) reserve a right of termination to take account of the Department's right of termination under clauses 55 and 56 and the Department's right of revocation of approval of a Subcontractor under clause 48.8, 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; and
 - (b) bind the Subcontractor, with respect to the Department, to all relevant terms and conditions of this Deed including clauses 35, 36, 37, 40, 42, 63, and 69.
- 48.10 The Provider must not enter into a Subcontract under this Deed with a Subcontractor named by the Director of the Workplace Gender Equality Agency as an employer currently not complying with the *Workplace Gender Equality Act 2012* (Cth).
- 48.11 The Department may publically disclose the names of any Subcontractors engaged to perform any of the Provider's obligations under this Deed.
- 48.12 The Provider must inform all Subcontractors that their participation in performing any of the Provider's obligations under this Deed may be publically disclosed.
- 48.13 If the Provider does not comply with this clause 48, the Department may:
- (a) take action under clause 52.2; or
 - (b) terminate this Deed under clause 56.

49. Assignment and novation

- 49.1 The Provider must not assign any of its rights under this Deed without the Department's prior written approval.
- 49.2 The Provider must not enter into an arrangement that will require the novation of this Deed, without the Department's prior written approval.

Section A4.3 – Resolving Problems

50. Dispute Resolution

- 50.1 Each Party agrees that they will:
- (a) only seek to rely on this clause in good faith, and only where the Party seeking to rely on this clause has made a reasonable assessment that the rights and

obligations of the Parties in respect of a matter subject to this clause 50, are genuinely in dispute; and

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

Informal resolution

- 50.2 Subject to clause 50.5, 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 the Joint Charter of Deed Management.

Formal resolution

- 50.3 Subject to clause 50.5, if any dispute arising in relation to this Deed cannot be resolved using the process in clause 50.2, the Parties will use the following process:
 - (a) the Party claiming that there is a dispute will give the other Party a Notice setting out the nature of the dispute;
 - (b) within five Business Days of receipt of the Notice under clause 50.3(a), each Party will nominate a representative who has not been previously involved in the dispute;
 - (c) the Parties' representatives will try to settle the dispute by direct negotiation between them;
 - (d) if the dispute is not resolved within 10 Business Days of the date on which the last Party to do so nominates a representative under clause 50.3(b), the Party claiming that there is a dispute will refer the dispute to an independent third person, as agreed between the Parties, with power to mediate and recommend some form of non-binding resolution;
 - (e) if the dispute is not resolved within 10 Business Days of the date on which the dispute was referred to an independent third person in accordance with clause 50.3(d), the Party claiming that there is a dispute will refer the dispute to an independent third person, as agreed between the Parties, with power to intervene and direct some form of resolution, in which case the Parties will be bound by that resolution; and
 - (f) if:
 - (i) agreement on an independent third person cannot be reached under clauses 50.3(d) or 50.3(e); or
 - (ii) the dispute is not resolved within 20 Business Days of referring the dispute to an independent third person pursuant to clause 50.3(e),either Party may commence legal proceedings.

Costs and application of this clause

- 50.4 Each Party will bear its own costs of complying with this clause 50, and the Parties must bear equally the cost of any independent third person engaged under clauses 50.3(d) and 50.3(e).

- 50.5 This clause 50 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 15, 16, 19, 20, 21, 23, 28, 29, 32, 38, 40, 45, 46, 48, 51, 52, 53, 54, 55, 56, 101 or 132;
 - (c) where the Department is conducting its own breach of contract or fraud 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.
- 50.6 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.

51. Provider suspension

- 51.1 Without limiting the Department's rights under this Deed or at law, the Department may, in addition to taking any other action available to it under clause 52, and prior to taking action under clause 56, take action under clause 52.2(a), 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, including achievement against the Employment Provider Services KPIs or the NEIS KPIs, as relevant, 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 fraudulent activity, and while the Department investigates the matter.
- 51.2 Notwithstanding any action taken by the Department under clause 51.1, the Provider must continue to perform its obligations under this Deed, unless the Department agrees otherwise in writing.

52. Remedies

- 52.1 Without limiting any other rights available to the Department under this Deed or at law, 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 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 the Deed in whole or in part under clause 56; or

- (e) this Deed otherwise provides for the Department to exercise rights under clause 52.2,

the Department may, at its absolute discretion and by providing Notice to the Provider, immediately exercise one or more of the remedies set out in clause 52.2.

52.2 The remedies that the Department may exercise are:

- (a) suspending any or all of the following, until otherwise Notified by the Department:
 - (i) Referrals in respect of some or all of the Services, including at some or all Sites;
 - (ii) any Payment under this Deed, in whole or in part;
 - (iii) access to the Employment Fund; and/or
 - (iv) access to all or part of the Department's IT Systems for the Provider, any Personnel, Subcontractor, Third Party IT Vendor, External IT System and/or other person;
- (b) terminating, or requiring the cessation of all access to the Department's IT Systems for any particular Personnel, Subcontractor, Third Party IT Vendor, External IT System or any other person;
- (c) requiring the Provider to obtain new logon IDs for any Personnel, Subcontractor, Third Party IT Vendor and/or other person, and if so required, the Provider must promptly obtain such new logons;
- (d) imposing special conditions on:
 - (i) the claiming or making of Payments;
 - (ii) access to the Employment Fund; and/or
 - (iii) the management of Records,as the Department thinks fit, and the Provider must comply with any such special conditions;
- (e) reducing or not paying specific Payments that would otherwise have been payable in respect of a relevant obligation;
- (f) reducing the total amount of any Payments, permanently or temporarily;
- (g) where the Department has already made Payments, recovering, at the Department's absolute discretion, but taking into account the extent and nature of the breach, some or all of those Payments, as a debt;
- (h) imposing additional financial or performance reporting requirements on the Provider;
- (i) reducing Business Share (including to zero in one or more Employment Regions, and by reducing Referrals to the Provider or transferring Participants to another Employment Provider);
- (j) reducing the number of NEIS Places allocated to the Provider, where relevant, permanently or temporarily;
- (k) reducing the scope of this Deed; and

- (l) taking any other action set out in this Deed.
- 52.3 If the Department takes any action under this clause 52:
 - (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.
- 52.4 For the avoidance of doubt, any reduction of Business Share, NEIS Places, Payments or the scope of this Deed under this clause 52 does not amount to a reduction of scope or termination for which compensation is payable.

53. Performance under past Commonwealth agreements

- 53.1 Where the Provider was engaged to deliver services under the Employment Services Deed 2012-2015 or any other employment services or employment related services agreements in operation within seven years prior to 1 July 2015 between the Provider and the Commonwealth (**'a past Commonwealth agreement'**) and the Department determines that the Provider:
 - (a) has failed to fulfil, or was in breach of, any of its obligations under a past Commonwealth agreement; or
 - (b) without limiting clause 53.1(a), claimed payment(s) under a past Commonwealth agreement and the requirements under the past Commonwealth agreement to be entitled to, or to qualify for the payment(s) were not fully or properly satisfied by the Provider,the Department may, at its absolute discretion and by Notice to the Provider:
 - (c) exercise one or more of the remedies set out in clause 52.2 of this Deed; or
 - (d) terminate this Deed, if the failure, breach, or conduct under clause 53.1(a) or (b) permitted the Commonwealth to terminate the relevant past Commonwealth agreement.
- 53.2 A termination of this Deed under clause 53.1(d) entitles the Department to claim damages from, and exercise any other rights against, the Provider as a result of that termination, including Liquidated Damages under clause 54, as if the termination was for a breach of an essential term of the Deed at law.
- 53.3 Any action taken by the Department under this clause 53 does not in any way limit any rights of the Department under a past Commonwealth agreement, under this Deed (including, but not limited to, rights in relation to debts and offsetting under clause 21) or at law.

54. Liquidated damages

- 54.1 Without limiting any other rights available to the Department under this Deed or the law, 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 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 for Payments as specified in this clause at any time in a Financial Year,

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

- (c) where clause 54.1(a) applies, \$25,000 per limited tender or other process (excluding open tender) acceptable to the Department, and \$50,000 per open tender, used to secure an alternative Employment Provider acceptable to the Department; and
- (d) where clause 54.1(b) applies:
 - (i) \$3,000, where the Department identifies that the Provider has made 100 to 149 invalid claims in a Financial Year;
 - (ii) \$6,250, where the Department identifies that the Provider has made 150 to 199 invalid claims in a Financial Year;
 - (iii) \$9,750, where the Department identifies that the Provider has made 200 to 249 invalid claims in a Financial Year; and
 - (iv) \$13,500, where the Department identifies that the Provider has made 250 or more invalid claims in a Financial Year, and for every 50 invalid claims the Department identifies that the Provider has made in excess of 250 in a Financial Year, an additional amount of \$3,750 per 50 such invalid claims will apply.

Note 1: for the purposes of clause 54.1(b) and (d), and by way of example, the total amount payable for 350 invalid claims made in a Financial Year would be \$21,000.

Note 2: for the purposes of clause 54.1(b) and (d), the amount of Liquidated Damages that the Department may require the Provider to pay at a particular time will depend on whether the number of invalid claims are identified by the Department at one time, or at various times throughout the relevant Financial Year. For example, if the Department identifies that the Provider has made 100 invalid claims during the first three months of a Financial Year and requires the Provider to pay Liquidated Damages in the amount of \$3,000, and later determines that the Provider has made a further 100 invalid claims in the relevant Financial Year, the Department may only require the Provider to pay the difference between the amounts specified at clauses 54.1(d)(iii) and 54.1(d)(i), namely \$6,750 (that is, the Provider would be liable to pay \$9,750 to the Department for that Financial Year in total).

54.2 Where clause 54.1(a) or (b) applies, the Parties agree that all relevant loss and damage 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 loss incurred by the Commonwealth in relation to:

- (a) in the case of clause 54.1(a), identifying, selecting and entering into contractual relations with an alternative Employment Provider to provide services at the relevant Site(s), and transferring Participants, records, monies and relevant materials to the alternative Employment Provider; and
- (b) in the case of clause 54.1(b), the administrative costs in processing and resolving invalid claims for Payments.

54.3 For the avoidance of doubt:

- (a) clause 54.1(a) does not apply where the Department reallocates business at the relevant Site(s) without going to tender;
- (b) clause 54.1(b) does not apply where the Provider self identifies invalid claims for Payments 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 21, if and when the Commonwealth Notifies the Provider that it elects to recover the Liquidated Damages as a debt under clause 21.

55. Termination or reduction in scope with costs

55.1 The Department may, at any time by Notice to the Provider, terminate this Deed in whole or in part, or reduce the scope of any part, or all of this Deed, without prejudice to the rights, liabilities, or obligations of either Party accruing before the date on which the termination or reduction takes effect.

55.2 If this Deed is terminated in whole or part or reduced in scope under this clause 55.1, the Department is only liable for:

- (a) payment of Fees as set out in clause 55.3; and
- (b) subject to clauses 55.6, 55.7, 55.8 and 55.9, any reasonable, unavoidable costs actually incurred by the Provider and directly attributable to the termination, in whole or in part, or a reduction in scope of this Deed.

Payments

55.3 Subject to clause 55.4, where the Department terminates this Deed in whole or in part or reduces the scope of this Deed, under clause 55.1:

- (a) the Department will only be liable to make Payments which are properly due to the Provider before the date on which the termination or reduction in scope takes effect;
- (b) any Payments that would have been Payments in advance will abate according to the extent that they relate to the conduct of the Services after the date on which the termination or reduction in scope takes effect; and
- (c) the Department will be entitled to recover from the Provider any Payments paid in advance that relate to the conduct of the Services after the date on which the termination or reduction in scope takes effect.

Reimbursements

55.4 Where the Department terminates this Deed in whole or in part, or reduces the scope of this Deed, under clause 55.1, the Department will only be liable to make Reimbursements to the extent that relevant monies have been legally committed by the Provider before receipt of the notice of termination, or as otherwise commensurate with any reduction in scope of any part, or all of this Deed.

Provider's obligations

- 55.5 Upon receipt of a Notice of termination or reduction in scope under this clause 55, the Provider must:
- (a) cease or reduce the performance of this Deed in accordance with the Notice;
 - (b) not legally commit any further monies;
 - (c) immediately return to the Department any Payments in accordance with clause 55.3(c);
 - (d) immediately do everything possible to mitigate all losses, costs, and expenses, arising from the termination or reduction in scope contained in the Notice; and
 - (e) continue work on any part of the Services not affected by the Notice.

Abatement of the Payments

- 55.6 If there is a reduction in scope of this Deed, the Department's liability to pay any part of the Payments will, unless otherwise agreed, abate proportionately to the reduction in the obligations under this Deed.

Limit on compensation

- 55.7 The Department's liability to pay any compensation under or in relation to this clause 55 is subject to the Provider's:
- (a) strict compliance with this clause 55; and
 - (b) substantiation of any amounts claimed under clause 55.3.
- 55.8 The Department will not be liable:
- (a) to pay compensation for loss of prospective profits attributable to a termination or reduction in scope under this clause 55;
 - (b) for loss of any benefits that would have been conferred on the Provider had a termination or a reduction in scope made under this clause 55 not occurred; or
 - (c) for 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 made under this clause 55.
- 55.9 In addition, in relation to a reduction in scope under this clause 55, 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; 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 reduction in scope takes place.
- 55.10 If the Department terminates, or reduces the scope of, this Deed under this clause 55:
- (a) the Department's actions will not constitute a breach of this Deed; and

- (b) the Parties agree that the amounts payable to the Provider under this clause 55, represent a reasonable pre-estimate of any loss that may be incurred by the Provider.

56. Termination for default

- 56.1 The Department may terminate this Deed in whole or in part, by giving Notice to the Provider, if any of the following events or matters arise:
- (a) 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);
 - (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) the Provider fails to comply with a statutory demand within the meaning of sections 459E and 459F of the *Corporations Act 2001* (Cth);
 - (d) to the extent permitted by law, any event referred to in clause 47 occurs, other than an event under clause 47.1(c);
 - (e) the Department becomes aware of any information which indicates that, prior to entering into this Deed, the Provider has, including in any tender response to the request for tender for this Deed:
 - (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, andthe Department is satisfied that such information may have affected the Department's decision to enter into this Deed or any action taken by the Department under this Deed;
 - (f) notice is served on the Provider or proceedings are taken to cancel its incorporation or cancel its registration or to dissolve the Provider as a legal entity; or

Note: For the avoidance of doubt, clause 56.1(f) does not apply where a Provider has transferred its incorporation or registration in accordance with the legislation under which it is incorporated or registered.

- (g) the Department becomes expressly entitled to terminate this Deed under any other provision of this Deed (excluding clause 55) including under any other provision of this Deed which gives the Department the right to terminate under this clause 56.
- 56.2 Subject to clause 56.3, where the Department terminates this Deed in whole or in part under clause 56.1:
- (a) the Department is liable to pay Payments and entitled to recover Payments as set out in clause 55.3; and
 - (b) clauses 55.4 and 55.5 apply as if the Deed were terminated in accordance with clause 55.1.

- 56.3 Clause 56.1 does not limit or exclude any of the Department's other rights under this Deed or at law, including the right to recover any other amounts from the Provider on termination of this Deed, the right to reduce (including to zero) payments due on termination on the basis of breach or poor performance, or any rights of offset.

Section A4.4 – Other matters

57. Transition out

Transition Period

- 57.1 The Department may Notify the Provider of a Transition Period at any time and for any reason.
- 57.2 If there is:
- (a) any form of procurement or other process after the Deed Commencement Date, under which the Commonwealth seeks the delivery of the Services or services similar to the Services for a new period commencing after the Completion Date, and the Provider:
 - (i) does not submit a response to this process;
 - (ii) refuses an offer to provide further services;
 - (iii) is not successful in obtaining a further agreement;
 - (iv) is successful in obtaining a subsequent agreement, but the subsequent agreement does not require the Provider to provide the Services, or services similar to the Services, on the same or similar terms and conditions for which the Provider is contracted to deliver Services under this Deed,from the date of the announcement of the allocation of agreements or business to new Employment Providers, or earlier if both Parties agree; or
 - (b) any other situation in which the Provider will not be providing the same level of services to the Department after the Completion Date,
- the Department may, at its absolute discretion, Notify the Provider that:
- (c) the Department is ceasing or reducing the number of Referrals to the Provider, or in the case of a NEIS Provider, the number of NEIS Places;
 - (d) the Services, or a part of the Services, are not to be provided; and/or
 - (e) 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.
- 57.3 Unless notified otherwise by the Department, the Provider must, during the Transition Period, continue to provide all Services which is it required to provide under this Deed.
- 57.4 If the Provider will be providing services to the Department similar to the Services after the Completion Date, the Department may, during the Transition Period:
- (a) increase the number of Referrals and transfer Participants to the Provider;
 - (b) negotiate with the Provider in relation to gap filling in accordance with clause 13; and

- (c) take any other action to facilitate transition of business or Participants to the Provider, or to transition the Provider to services after the Completion Date.

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

- 57.5 The Provider must, if directed by the Department, provide sufficient assistance and cooperation to any person nominated by the Department to enable services to continue to be provided to Participants who are transferred to another employment services provider:
- (a) on the termination of this Deed in whole or in part before the Completion Date;
 - (b) at the Completion Date;
 - (c) in accordance with clauses 80 and 81; or
 - (d) at any time for any other reason.
- 57.6 The sufficient assistance and cooperation the Provider must provide under clause 57.5 includes complying with the Department's directions in relation to:
- (a) the transfer or destruction 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 person nominated by the Department, or to the Department.

58. Indigenous Procurement Policy

- 58.1 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.
- 58.2 For the purposes of clause 58.1(a), purchases from Indigenous Enterprises may be in the form of engagement of an Indigenous Enterprise as a Subcontractor, and/or use of Indigenous Enterprises in the Provider's supply chain.

Note 1: 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 (for further information, see the Indigenous Procurement Policy <https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp>).

59. Aboriginal and Torres Strait Islander peoples

- 59.1 The Provider must:
- (a) by 1 July 2015, develop an indigenous employment strategy which is designed to attract, develop, and retain Aboriginal or Torres Strait Islander persons as employees within the Provider's Own Organisation;
 - (b) implement and maintain that strategy for the Term of this Deed; and
 - (c) provide a copy of this strategy to the Department on request.
- 59.2 The Provider must work in partnership with Jobs, Land and Economy Programme 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.

- 59.3 The Provider may enter into agreements with relevant Jobs, Land and Economy Programme 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 Programme projects.

60. Acknowledgement and promotion

- 60.1 The Provider must:

- (a) in all publications, and in 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 promotion and style guidelines issued by the Department;
 - (ii) use badging and signage in accordance with any Guidelines; and
 - (iii) acknowledge the financial and other support the Provider has received from the Commonwealth, in the manner consistent with any Guidelines; and
- (b) deliver to the Department (at the Department's request and at the Provider's own cost) copies of all promotional, publicity and advertising Materials that the Provider has developed for the purposes of this Deed.

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

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

- 61.1 The Department may, by any means, publicise and report on the Services and on the awarding of this Deed to the Provider, including the name of the Provider, the amounts of Fees paid, or expected to be paid to the Provider, and a description of the Services.
- 61.2 Where the Department identifies best practice on the part of the Provider, the Department may disseminate advice of such best practice to any other person, including other Employment Providers or NEST Providers.

62. Conflict of interest

- 62.1 The Provider warrants that, to the best of its knowledge and belief after making diligent inquiries, at the Deed Commencement Date, no Conflict exists, or is likely to arise, in the performance of its obligations under this Deed.
- 62.2 The Provider must not during this Deed enter into, or engage in, any arrangement, scheme or contract, however described, which may cause a Conflict in the performance of its obligations under this Deed.
- 62.3 If, during the Term of this Deed, a Conflict arises, or is likely to arise, including as determined and Notified by the Department, the Provider must:
- (a) immediately Notify the Department of the Conflict and the steps that the Provider proposes to take to resolve or otherwise deal with the Conflict;

- (b) make full disclosure to the Department of all relevant information relating to the Conflict; and
 - (c) take such steps as the Department may reasonably require to resolve or otherwise deal with the Conflict.
- 62.4 If the Provider:
 - (a) fails to take action in accordance with this clause 62; and/or
 - (b) is unable or unwilling to resolve or deal with the Conflict as reasonably required by the Department,the Department may terminate this Deed under clause 56.

63. Negation of employment, partnership and agency

- 63.1 The Provider, its Personnel, agents, Subcontractors and Third Party IT Vendors are not, by virtue of this Deed or any Subcontract, or for any purpose, deemed to be, Department Employees, agents or subcontractors or otherwise able to bind or represent the Commonwealth.
- 63.2 Subject to this Deed, the Provider must not represent itself, and must ensure that its Personnel, agents, Subcontractors and Third Party IT Vendors do not represent themselves, as being Department Employees, agents or subcontractors or as otherwise able to bind or represent the Commonwealth.

64. Waiver

- 64.1 If either Party does not exercise (or delays in exercising) any rights under this Deed, that failure or delay does not operate as a waiver of those rights.
- 64.2 A single or partial exercise by either Party of any of its rights under this Deed does not prevent the further exercise of any right.
- 64.3 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.
- 64.4 In this clause 64, 'rights' means rights provided by this Deed, or at law.

65. Severance

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

66. Entire agreement

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

67. Variation of Deed

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

68. Applicable law and jurisdiction

- 68.1 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.
- 68.2 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.

69. Compliance with laws and government policies

- 69.1 The Provider must, in carrying out its obligations under this Deed, comply with:
- (a) all relevant laws and requirements of any Commonwealth, state, territory or local authority, including the WHS Laws and the *Workplace Gender Equality Act 2012* (Cth); and
 - (b) any Commonwealth policies Notified by the Department to the Provider in writing, referred to or made available by the Department to the Provider (including by reference to an internet site), including any listed in this Deed.
- 69.2 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)

- 69.3 Clauses 69.4 to 69.5 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').
- 69.4 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.
- 69.5 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

- 69.6 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 person having authority under the WHS Laws to do so;
 - (c) communicate, consult 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; and
 - (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 person under the WHS Laws, within 24 hours of receiving any such notice or correspondence.

69.7 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.

70. Use of interpreters

- 70.1 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.
- 70.2 The Provider must provide access to interpreter services fairly and without discrimination, based on a proper assessment of a Participant's needs.

- 70.3 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.
- 70.4 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.

71. Notices

- 71.1 A Party giving Notice or Notifying under this Deed must do so in writing, or by email, addressed to the Account Manager or the Contact Person, as relevant, and if:
- (a) in writing, the Notice must be hand delivered or sent by pre-paid post to the street address;
 - (b) by email, the Notice must be sent to the email address of the Account Manager or the Contact Person, as relevant.
- 71.2 A Notice given in accordance with clause 71.1 is taken to be received:
- (a) if hand delivered, on delivery;
 - (b) if sent by pre-paid post, 5 Business Days after the date of posting, unless it has been received earlier; and
 - (c) if sent by email, upon actual receipt by the addressee.
- 71.3 For the purposes of this clause 71, the Account Manager's and the Contact Person's address details are as specified in items 1 and 2 of Schedule 1.

Annexure A1 – Definitions

Social Security Law definitions

The terms **‘Carer Payment’**, **‘Disability Support Pension’**, **‘Income Support Payment’**, **‘JobSeeker Payment’**, **‘Mutual Obligation Failure’**, **‘Newstart Allowance’**, **‘Parenting Payment’**, **‘Partial Capacity to Work’**, **‘Partner Service Pension’**, **‘Pension Age’**, **‘Principal Carer’**, **‘Reasonable Excuse’**, **‘Reconnection Requirement’**, **‘Unemployment Failure’**, **‘Work Refusal Failure’** and **‘Youth Allowance’** have, or where relevant, had, the meanings given to them, respectively and in their decapitalised form, in the *Social Security Act 1991* (Cth) or the *Social Security (Administration) Act 1999* (Cth) (as relevant).

The term **‘Demerit’** has the meaning given to it, in its decapitalised form, in an instrument made under section 42AR of the *Social Security (Administration) Act 1999* (Cth) dealing with Mutual Obligation Failures.

General definitions

‘4 Week Period’ means, for Employment which satisfies the requirements of an Employment Outcome, a period of 4 Consecutive Weeks:

- (a) from the Employment Outcome Start Date; and
- (b) which does not overlap with the Outcome Period for any other Outcome that has been claimed in relation to the relevant Stream Participant by any Employment Provider or NEST Provider, except a 12 Week Period that begins from the same Employment Outcome Start Date or as otherwise provided in any Guidelines.

‘12 Week Period’ means, for Employment which satisfies the requirements of an Employment Outcome, a period of 12 Consecutive Weeks:

- (a) from the Employment Outcome Start Date; and
- (b) which does not overlap with the Outcome Period for any other Outcome that has been claimed in relation to the relevant Stream Participant by any Employment Provider or NEST Provider, except a 4 Week Period that begins from the same Employment Outcome Start Date or as otherwise provided in any Guidelines.

‘26 Week Period’ means, for Employment which satisfies the requirements for an Employment Outcome, a period of 14 Consecutive Weeks which:

- (a) follows and is in addition to the completion of a 12 Week Period; and
- (b) does not overlap with the Outcome Period for any other Outcome that has been claimed in relation to the relevant Stream Participant by any Employment Provider or NEST Provider, except as otherwise provided in any Guidelines.

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

‘Aboriginal or Torres Strait Islander person’ means a person 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 an Aboriginal and/or Torres Strait Islander person; and
- (d) is accepted as such in the community in which the person lives or has lived.

‘Acceptable Reason’ means that a Fully Eligible Participant (Mutual Obligation):

- (a) has notified the Provider, before the start time scheduled for a Mutual Obligation Requirement, that the Participant is unable to satisfy the Mutual Obligation Requirement; and
- (b) the Provider is satisfied that the Participant has a Valid Reason for being unable to satisfy the Mutual Obligation Requirement.

‘Access’ includes access or facilitation of access (whether directly or indirectly), traverse, view, use, or interface with, Records or the Department’s IT Systems.

‘Account Manager’ means the person for the time being holding, occupying or performing the duties of the position specified in item 1 of Schedule 1, who has authority to receive and sign Notices and written communications for the Department under this Deed.

‘Activity’ means an activity approved by the Department and specified in Section B3.2 and any Guidelines.

‘Activity Host Organisation’ means an organisation that hosts an Activity, but does not include:

- (a) a Launch into Work Organisation in relation to its delivery of a Launch into Work Placement;
- (b) an EST Provider in relation to its delivery of an EST Course;
- (c) a CTA Provider in relation to its delivery of a CTA Course;
- (d) a RET Grant Recipient in relation to its delivery of a RET Activity; or
- (e) an LJP Activity Host in relation to its delivery of an LJP Activity.

Note: For the avoidance of doubt, where applicable, an Activity Host Organisation could include a Related Entity or the Provider.

‘Activity Host Organisation Agreement’ means a written and signed agreement between the Provider and an Activity Host Organisation in relation to the provision of Activities, in accordance with any Guidelines.

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

‘Administration Fees’ means the Fees, set out in Table 2A in Annexure B2, paid in accordance with clause 123 for the provision of all Employment Provider Services except those expressly related to HTS jobactive Outcomes, Employment Outcomes and Education Outcomes.

‘Administration Fee Period’ means a sequential period of six months during the Payment Period.

‘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.

‘Annual Activity Requirement’ means the number of hours that a Fully Eligible Participant must participate in Activities in the Work for the Dole Phase, as specified in any Guidelines or otherwise advised by the Department.

‘Appointment’ means a date and time for a Contact recorded in the Electronic Calendar.

‘Assessment’ means a formal assessment of a Stream Participant’s level of disadvantage (which, among other things, determines the Stream under which Services will be provided to the Stream Participant) conducted by:

- (a) Services Australia, using the JSCI and/or an ESAt or JCA;
- (b) a Provider, using the JSCI; or
- (c) a Stream Participant, using the Job Seeker Snapshot.

‘Asset’ means any item of tangible property which has a value equal to or greater than \$1,000 inclusive of GST (at the time it is purchased) and is purchased with the use of a Work for the Dole Fee and/or a DES Work for the Dole Payment for the purpose or as a result of a Group Based Activity, including where the Provider is acting as the Activity Host Organisation.

Note 1: For the avoidance of doubt, and subject to any Guidelines, Asset does not include property provided for the exclusive and individual use of a Fully Eligible Participant or a third party.

Note 2: Fixed items created for the purpose or as a result of the Work for the Dole activity are not an Asset (e.g. a pergola, pathway, fixed fence or other structure).

‘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 person appointed to the position of that name and responsible for the administration of the Privacy Act under relevant legislation.

‘Authorised Officer’ means a person who is an ‘authorised officer’ as defined under the *Public Interest Disclosure Act 2013* (Cth).

‘Basic Rate’ has the meaning given to the term ‘basic rate’ by the *Social Security Act 1991* (Cth), where the term applies in relation to the payment of Income Support Payments.

‘Broker’ means to acquire Activities from an Activity Host Organisation or a Supervisor, without the payment of money, and in accordance with any Guidelines.

‘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.

‘Business Share’ means, in relation to Employment Provider Services, the proportion of Fully Eligible Participants for each Employment Region specified in item 6.2 of Schedule 1.

‘Capability Assessment’ means an assessment by Services Australia to ensure that the Mutual Obligations Requirements specified in the Participant’s Job Plan are appropriate to their circumstances and the Participant is capable of meeting them.

‘Capability Interview’ means a contact between an Employment Provider, Other Program Provider or the Contact Centre, and a jobactive or Other Program participant, as relevant, to ensure that the Mutual Obligation Requirements specified in the participant’s Job Plan or

other employment pathway plan under the *Social Security Act 1991* (Cth) are appropriate to their circumstances and the participant is capable of meeting them.

‘Capability Management Tool’ means the tool used by Providers to review a Stream Participant’s barriers and vulnerability indicators, and to recommend interventions and services.

‘Career Transition Assistance’ or **‘CTA’** means the services provided by CTA Providers.

‘Case Management Phase’ means the SPI Case Management Phase, Stream A Case Management Phase, Stream B Case Management Phase and Stream C Case Management Phase.

‘Certification Audit’ means an audit of the Provider, undertaken by a Quality Auditor in accordance with any Guidelines, to determine whether the Provider adheres to the Quality Principles.

‘Certification Report’ means a complete and unedited report by a Quality Auditor resulting from a Certification Audit.

‘Change in Control’ means:

- (a) subject to paragraph (b) below, in relation to a Corporation, a change in any of the following:
 - (i) Control of more than one half of the voting rights attaching to shares in the Corporation, whether due to one or a series of transactions occurring together or on different occasions;
 - (ii) Control of more than one half of the issued share capital of the Corporation, whether due to one or a series of transactions occurring together or on different occasions, excluding any part of the issued share capital which carries no right to participate beyond receipt of an amount in the distribution of either profit or capital; or
 - (iii) Control of 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;
- (e) in relation to a Tendering Group:

- (i) any change in the membership of the Tendering Group;
- (ii) a change of the lead member of the Tendering Group, if the Tendering Group has appointed a lead member for the purposes of this Deed; or
- (iii) a Change in Control as defined in paragraphs (a) to (d) above in any member of the Tendering Group.

‘Change of Circumstances Reassessment’ means a reassessment of a Stream Participant’s level of disadvantage, which is arranged in accordance with clause 79 and results in specification of the Stream in which Employment Provider Services will be provided to the Stream Participant.

‘Child’ means a person under the age of 18 years, and ‘Children’ has a corresponding meaning.

‘Child-Related Personnel’ means any Personnel or Supervisor involved, or who may be involved, with the Services, including any Activity (other than EST, CTA, a Launch into Work Placement, an LJP Activity or a RET Activity), 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 8.1A and 8.1B of the Deed.

‘Claims Processing Training’ means the online training provided by the Department for Providers in relation to the processing of claims for Payment.

‘Commence’ or ‘Commencement’ means for Stream Participants, the time at which the Provider has recorded either the completion of the Initial Interview (which includes entering into, or updating, a Job Plan, as relevant) or the completion of an Initial Interview for a New Stream, whichever is relevant, on the Department’s IT Systems.

‘Commercially Viable’ means that a NEIS Business is likely to provide a net income of at least equal to the single 22 or over, no children Basic Rate of JobSeeker Payment, or such other rate as advised by the Department in writing, by the end of 52 weeks from commencement on NEIS Assistance for each NEIS Participant in the business.

‘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 General Guidelines](https://www.pmc.gov.au/government/commonwealth-coat-arms) (<https://www.pmc.gov.au/government/commonwealth-coat-arms>).

‘Commonwealth Material’ means any Material provided by the Department to the Provider for the purposes of this Deed and Material which is copied or derived from Material so provided, and includes Commonwealth Records.

‘Commonwealth Records’ means any Records provided by the Department to the Provider for the purposes of this Deed, and includes Records which are copied or derived from Records so provided.

‘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.

‘Community Support Project’ means an activity which may occur on private property and which contributes to recovery efforts following a disaster event in local communities, or an

activity for nationally significant projects at a local level, as specified in any Guidelines or advised by the Department.

‘Competent Person’ means a person 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 Placement’ means an Activity arranged by a Workshop Provider and an Employment Provider for a Stream Participant who has completed a Workshop in accordance with clauses 97.2 and 107.1A.

‘Complementary Service’ means an employment or training program administered by the Commonwealth, including the Department, or provided by a state or territory government (including by state or territory government funded providers), as advised by the Department, which the Provider may access to provide additional specialised assistance to a Fully Eligible Participant.

‘Complete’ or **‘Completed’** means, in relation to a PaTH Internship, that the relevant PaTH Intern has Participated in the PaTH Internship for the full PaTH Internship Period.

‘Completion Date’ means either:

- (a) the day after 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 after the day on which this Deed is terminated.

‘Compliance Activities’ means intensive activities of 200 hours over eight weeks at 50 hours per fortnight, generally with some participation required every Business Day, or as otherwise directed by Services Australia.

‘Compliance Indicator’ means an indicator to assess whether claims for Payments have been made and processed, and the Services have been conducted, in compliance with this Deed, as calculated by the Department at its absolute discretion.

‘Condition of Offer’ means a condition placed by the Department on its offer of this Deed to the Provider.

‘Confidential Information’ means all information that the Parties agree to treat as confidential by Notice to each other after the Deed Commencement Date; or that the Parties know, or ought reasonably to know, is confidential to each other.

‘Conflict’ refers to a conflict of interest, or risk of a conflict of interest, or an apparent conflict of interest arising through the Provider engaging in any activity or obtaining any interest that may interfere with or restrict the Provider in performing the Services to the Department fairly and independently.

‘Conformity Assessment Body’ means a third party assessment organisation appointed by the Department to its QAF Auditor List.

‘Connections for Quality Indicator’ means an indicator, specified as such in any Guidelines, that demonstrates linkages to wrap around servicing, engagement with Employers and services offered to Participants, particularly those with multiple disadvantages.

‘Consecutive Weeks’ means a continuous period of weeks broken only by one or more Permissible Breaks, except in the case of Partial Outcomes where no Permissible Breaks are permitted, 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 Stream Participant in accordance with clause 84.

‘Contact Centre’ means the service managed by the Department to provide support to NEST Participants.

‘Contact Person’ means the person specified in item 2 of Schedule 1 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 2001* (Cth).

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

‘Corrective Action Plan’ means a plan developed by the Provider, in accordance with any Guidelines and agreed by the Quality Auditor, for the purposes of addressing one or more Non-conformances.

‘Customer’ includes a Participant, potential Participant, Employer and any other user of the Services.

‘CTA Course’ means a course delivered by a CTA Provider that provides Participants with Career Transition Assistance as described in the Career Transition Assistance Trial Panel Deed 2018-2022 or as described in the Career Transition Assistance Panel Deed 2019-2022, as the case may be.

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

‘CTA National Rollout’ means the establishment of the Career Transition Assistance Panel in respect of each Employment Region other than the CTA Trial Regions.

‘CTA Provider’ means an entity that is a party to a Career Transition Assistance Trial Panel Deed 2018-2022 with the Department, or an entity that is a party to a Career Transition Assistance Panel Deed 2019-2022 with the Department, as the case may be, and includes that entity’s Personnel, successors and assigns, and any constituent entities of the CTA Provider’s organisation, and includes reference to a Tendering Group contracted under either the Career Transition Assistance Trial Panel Deed 2018-2022 with the Department or the Career Transition Assistance Panel Deed 2019-2022 with the Department, as the case may be.

‘CTA Trial’ means the Career Transition Assistance Trial to be conducted by the Department from 2 July 2018 to 30 June 2022.

‘CTA Trial Region’ means any of the following regions:

- (a) Ballarat, Victoria;
- (b) Somerset, Queensland;
- (c) Central West, New South Wales;
- (d) Adelaide South, South Australia; or
- (e) Perth North, Western Australia.

‘Cybersafety Policy’ means the Department’s policy of that name as specified at clauses 32.21 to 32.25.

‘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, all Annexures, the Schedules, any Guidelines and any documents incorporated by reference.

‘Deed Commencement Date’ means the later of 1 July 2015, or the date on which this Deed is signed by the last Party to do so.

‘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 paragraph (a) above; or
- (c) copied or derived from Material referred to in paragraphs (a) or (b); and

includes all Deed Records.

‘Deed Records’ means all Records:

- (a) developed or created or required to be developed or created as part of or for the purpose of performing this Deed;
- (b) incorporated in, supplied or required to be supplied along with the Records referred to in paragraph (a) above; or
- (c) copied or derived from Records referred to in paragraphs (a) or (b); and

includes all Reports.

‘Delegate’ means:

- (a) for a ParentsNext Participant, a person engaged by the ParentsNext Participant’s ParentsNext Provider; and
- (b) for all other Stream Participants, a person engaged by the Provider, who is a delegate of the Secretary of the Department under the Social Security Law.

‘Department’ means the Commonwealth Department of Education, Skills and Employment 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.

‘Department Employee’ means an employee of the Commonwealth working for the Department and:

- (a) any person notified by the Department to the Provider as being a Department Employee; and
- (b) any person authorised by law to undertake acts on behalf of the Department.

‘Department’s IT Systems’ means the Department’s IT computer system accessible by a Provider, delivered as web-browser applications optimised for Internet Explorer 11, 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 by the Department. Relevant policies are available on the Department’s IT Systems through the following path: Provider Portal > jobactive> Provider Operations > IT Security & Access, or at such other location as advised by the Department.

‘DES Participant’ means a person who is in receipt of services from a DES Provider.

‘DES Provider’ means a contracted provider of services under the Disability Employment Services Deed.

‘DES Work for the Dole Payment’ means an amount paid by a DES Provider to a Lead Provider in relation to the placement of a DES Participant in a Work for the Dole Place.

‘Direct Registration’ or **‘Directly Register’** means Registration by the Provider of a Vulnerable Youth, Vulnerable Youth (Student), or any other person identified in any Guidelines who does not have a Referral, in accordance with clause 78 or clause 127.5 and any Guidelines.

‘Director’ means any of the following:

- (a) a person appointed to the position of a director or alternate director, and acting in that capacity, of a body corporate within the meaning of the *Corporations Act 2001* (Cth) regardless of the name given to their position;

- (b) a member of the governing committee of an 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) a person who would be a director of the body corporate under paragraph (a) above if the body corporate were a body corporate within the meaning of the *Corporations Act 2001* (Cth);
- (e) a person who acts in the position of a director of a body corporate;
- (f) a person whose instructions or wishes the directors of a body corporate are accustomed to acting upon, and not simply because of the person's professional capacity or business relationship with the directors or the body corporate; and
- (g) a member of the board, committee or group of persons (however described) that is responsible for managing or overseeing the affairs of the body corporate.

'Disability Employment Services' means the services provided under the Disability Employment Services Deed administered by the Department of Social Services.

'Disability Employment Services Deed' means the agreement for the provision of Disability Employment Services with the Department of Social Services.

'Disability Support Pension Recipient (Compulsory Requirements)' means a Fully Eligible Participant who is in receipt of the Disability Support Pension, is under the age of 35, and has compulsory requirements.

'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.

'Drug Test Trial Participant' means a Stream Participant who is identified as a Drug Test Trial Participant in the Department's IT Systems.

'Drug Treatment' means relevant treatment for the use of drugs, as appropriate to the Drug Test Trial Participant's circumstances, prescribed by an appropriately qualified medical professional.

'DVA War Widow/er Pension' means a pension paid to a person:

- (a) under Part II or Part IV of the *Veterans' Entitlements Act 1986* (Cth); or
- (b) who is receiving the weekly amount mentioned in paragraph 234(1)(b) of the *Military Rehabilitation Compensation Act 2004*.

'Early School Leaver' means a person who falls within the meaning given to the term 'early school leaver' by the *Social Security Act 1991* (Cth) and who has early school leaver participation requirements under the Social Security Law.

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

‘Education Outcome’ means that a Stream Participant completes:

- (a) six months of a Qualifying Education Course;
- (b) a Qualifying Training Course that is 12 weeks or more in duration; or
- (c) a Qualifying Training Course that is less than 12 weeks in duration where:
 - (i) the Qualifying Training Course leads directly to Employment that is related to the course within 8 weeks of completing the course; and
 - (ii) the Stream Participant achieves a 4 Week Period Employment Outcome,

and the relevant course was commenced when the Stream Participant:

- (d) was aged 15 to 21 years;
- (e) had not completed Year 12 or equivalent, or Certificate III; and
- (f) was not undertaking Full-Time Study.

‘Education Outcome Start Date’ means, in relation to an Education Outcome, the first day of:

- (a) six months of a Qualifying Education Course; or
- (b) a Qualifying Training Course.

‘Effective Exit’ means the automatic removal of:

- (a) a Volunteer from the Department’s IT Systems when:
 - (i) they have reached a maximum of six months Period of Service in Stream A;
 - (ii) they become a NEIS Participant; or
 - (iii) they become a Volunteer Online Employment Services Trial Participant; or
- (b) a Fully Eligible Participant from the Department’s IT Systems as being eligible for the full range of Services when:
 - (i) the Department is advised by Services Australia that the Fully Eligible Participant has stopped receiving an Income Support Payment;
 - (ii) the Department is advised by Services Australia that the Fully Eligible Participant is fully meeting their part-time Mutual Obligation Requirements and no longer needs to remain connected to the Provider;
 - (iii) the Fully Eligible Participant is commenced in Disability Employment Services or the Community Development Program or equivalent;
 - (iv) the Fully Eligible Participant becomes a NEIS Participant;
 - (v) the Fully Eligible Participant is commenced in the Time to Work Employment Service, except if the Fully Eligible Participant is a Pre-release Prisoner; or
 - (vi) the Fully Eligible Participant participates in an activity, or an event occurs in relation to the Fully Eligible Participant, that the Department may advise as being an Effective Exit.

‘Electronic Calendar’ means the electronic calendar in the Department’s IT Systems used by the Provider for managing, and/or setting dates and times for:

- (a) Referrals;
- (b) Engagements; and
- (c) referrals by the Provider to other employment services, including to Other Programs.

‘Employability Skills Training’ or ‘EST’ means the Commonwealth initiative of that name, administered by the Department, which provides eligible Stream 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 a person 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 a person contracted by the Department to provide a local point of contact for the Department and who works directly with local communities, business and stakeholders, as well as certain Participants or potential Participants where required to connect them with training and job opportunities and to link them with other existing support.

‘Employment Fund’ means funding available for the General Account.

‘Employment Outcome’ means:

- (a) a Partial Outcome; or
- (b) a Full Outcome.

‘Employment Outcome Start Date’ means:

- (a) in the case of a Stream Participant who is:
 - (i) in receipt of an Income Support Payment:
 - (A) subject to paragraph (a)(i)(B) below, the first day of the Services Australia Fortnight that applies to the Stream Participant following the relevant Job Seeker Placement Start Date; or
 - (B) if the relevant Job Seeker Placement Start Date is the first day of the Services Australia Fortnight that applies to the Stream Participant, that Job Seeker Placement Start Date; or
 - (ii) not in receipt of an Income Support Payment, the relevant Job Seeker Placement Start Date; or
- (b) as otherwise specified in any Guidelines or advised by the Department.

‘Employment Provider’ means any entity contracted to the Commonwealth to provide Employment Provider Services under the jobactive Deed 2015-2022.

‘Employment Provider Services’ means Services under Streams A to C.

‘Employment Provider Services Key Performance Indicators’ or ‘Employment Provider Services KPIs’ means the indicators specified in clause 99 or as Notified by the Department.

‘Employment Region’ means a geographical area:

- (a) identified and displayed at the [displayed at the Labour Market Information Portal \(lmi.gov.au\)](http://lmi.gov.au) 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 item 6.1 of Schedule 1.

'Employment Services Assessment' or 'ESAt' means an assessment of a Stream Participant's barriers to employment and work capacity conducted by Services Australia.

'Employment Services Tip off Line' means a telephone and email service, developed primarily for current and former employees of Employment Providers who suspect, or have evidence of incorrect claims or acceptance of Payments, or any other activities that may be a breach of the Deed that Employment Providers have signed with the Department, and which allows those persons 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 is recorded in the Electronic Calendar in accordance with clause 83A.2.

'Enterprise Agreement' has the same meaning given to it under the *Fair Work Act 2009*.

'EST Course' means a Training Block 1 Course or a Training Block 2 Course.

'EST Eligible Participant' means a Fully Eligible Participant (Mutual Obligation) who meets the eligibility requirements for EST as specified in any Guidelines.

'EST Provider' means an entity that is a party to the Employability Skills Training Services Panel Deed 2017-2022 with the Department.

'Exceptional Circumstances' means circumstances beyond the control of the Provider and/or a Stream Participant and includes:

- (a) where the Stream Participant resides in:
 - (i) an area which is affected by extreme weather conditions (if agreed to by the Department);
 - (ii) an area affected by a natural disaster; or
 - (iii) an area affected by public transport strikes;
- (b) when a Stream Participant is participating in full-time Training or Education and their participation in those activities restricts their availability to participate in an Initial Interview; or
- (c) other circumstances advised by the Department.

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

'Exemption' means circumstances recorded by Services Australia, resulting in an exemption by Services Australia from Mutual Obligation Requirements of a Fully Eligible Participant (Mutual Obligation) for a specified period of time.

‘Existing Material’ means all Material, except Commonwealth Material, 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 Material.

‘Exit’ means an exit of a Stream Participant from Employment Provider Services in accordance with clause 95.1 and **‘Exited’** has an equivalent meaning.

‘Extended Service Periods’ means one or more periods of time from the end of the Service Period.

‘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.

‘External Systems Assurance Framework’ or **‘ESAF’** means the framework of mechanisms used by the Department to get assurance over External IT Systems and includes requirements in relation to Provider IT System accreditation and Third Party IT accreditation and associated timeframes, 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.

‘Extraordinary Audit’ means a QAF Audit, for any reason, as required by the Department.

‘Extraordinary Report’ means a complete and unedited audit report by a Quality Auditor, in accordance with any Guidelines, resulting from an Extraordinary Audit.

‘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 Quarter’ means any one of the following:

- (a) 1 July to 30 September;
- (b) 1 October to 31 December;
- (c) 1 January to 31 March; or
- (d) 1 April to 30 June.

‘Financial Year’ means a period from 1 July in one year to 30 June in the following year.

‘Full Outcome’ means that, for the duration of a 4 Week Period, 12 Week Period or 26 Week Period, as relevant, a Stream Participant:

- (a) who was in receipt of JobSeeker Payment, Newstart Allowance or Youth Allowance (other) on the relevant Employment Outcome Start Date:
 - (i) generates sufficient income from Employment or Unsubsidised Self-Employment or a full-time apprenticeship or traineeship or part-time apprenticeship or traineeship to have caused the Fully Eligible Participant's Basic Rate of JobSeeker

Payment, Newstart Allowance or Youth Allowance (other), as relevant, to cease;
or

- (ii) remains each week in a full-time apprenticeship or traineeship;
- (b) who was:
 - (i) receiving JobSeeker Payment, Newstart Allowance, Youth Allowance (other) or Parenting Payment (Partnered or Single) with part-time Mutual Obligation Requirements; and
 - (ii) identified on the Department's IT Systems as a parent or as having a disability, on the relevant Employment Outcome Start Date, is, for at least 30 hours or more each fortnight, in Employment, Unsubsidised Self-Employment or an apprenticeship or a traineeship;
- (c) who is:
 - (i) not in receipt of JobSeeker Payment, Newstart Allowance, Youth Allowance (Other) or Parenting Payment and is not otherwise identified in paragraphs (d) or (e) below; or
 - (ii) a Disability Support Pension Recipient (Compulsory Requirement); and is in Employment, Unsubsidised Self-Employment or an apprenticeship or a traineeship for at least 80 hours over a 4 Week Period, or 240 hours over a 12 Week Period, and 280 hours over a 26 Week Period;
- (d) who was identified on the Department's IT Systems on the relevant Employment Outcome Start Date as having a disability and a Partial Capacity to Work, is in Employment, Unsubsidised Self-Employment or an apprenticeship or a traineeship that equals or exceeds the minimum number of hours per week in the range as assessed by Services Australia through an ESAt or JCA, but is not less than eight hours of work each week;
- (e) who:
 - (i) was in receipt of a Parenting Payment (Partnered or Single) without Mutual Obligation Requirements, or Carer Payment on the relevant Employment Outcome Start Date; and
 - (ii) chooses to work reduced hours due to caring responsibilities (this choice being identified on the Department's IT Systems on or before the relevant Employment Outcome Start Date),is in Employment, Unsubsidised Self-Employment or an apprenticeship or a traineeship for at least 30 hours each fortnight;
- (f) who was in receipt of any Income Support Payment, has, and maintains, a Significant Increase in Income; or
- (g) meets the requirements for any other event that the Department may Notify the Provider of as being a Full Outcome.

'Full Outcome Conversion' means a change, as specified in any Guidelines, in a Stream Participant's Employment and the change:

- (a) occurs during a 26 Week Period;
- (b) is permanent and results in a Full Outcome; and
- (c) is recorded on the Department's IT Systems in accordance with any Guidelines.

'Full-Time' means:

- (a) for a Site, Monday to Friday from 9am to 5pm daily on Business Days, or as otherwise agreed with the Department; and
- (b) for a NEIS Business, the number of hours as a minimum, as set out in any Guidelines, a NEIS Participant must work in their NEIS Business.

'Full-Time Study' means:

- (a) a university course that, for the purposes of the Higher Education Contribution Scheme, represents a standard student load for the equivalent of a full-time student;
- (b) a course that is at least 15 class contact hours a week; or
- (c) a course determined as being full-time by the relevant educational institution.

'Fully Eligible Participant' means a person, who is identified by Services Australia, the Department, or the Provider on the Department's IT Systems as fully eligible for all Employment Provider Services, and includes a Fully Eligible Participant (Mutual Obligation), a Fully Eligible Participant (Voluntary), a Disability Support Pension Recipient (Compulsory Requirements) and any other person identified in any Guidelines, but excludes a Volunteer.

'Fully Eligible Participant (Mutual Obligation)' means a Fully Eligible Participant with Mutual Obligation Requirements, including an SPI Participant and any other Fully Eligible Participant as specified in any Guidelines, but excluding a Disability Support Pension Recipient (Compulsory Requirements).

'Fully Eligible Participant (Voluntary)' means a Fully Eligible Participant who:

- (a) is subject to an Exemption;
- (b) has part-time Mutual Obligation Requirements and is fully meeting his or her Mutual Obligation Requirements;
- (c) has a temporary reduced work capacity of less than 15 hours per week, as determined by an ESAt or JCA, for the period determined by an ESAt or JCA;
- (d) is a PCW Participant with a current and future work capacity of less than 15 hours per week; or
- (e) is otherwise identified by the Department as being a Fully Eligible Participant (Voluntary),

and volunteers to participate in additional activities.

'General Account' means a flexible pool of funds which is part of the Employment Fund, held by the Department and nominally credited to the Provider at the Site level, which may be accessed by Employment Providers for Reimbursement of:

- (a) purchases of goods or services which genuinely assist Stream Participants to build experience and skills to get a job; and

- (b) a Restart Wage Subsidy, Youth Wage Subsidy, Parent Wage Subsidy or Long Term Unemployed & Indigenous Wage Subsidy where the relevant Wage Subsidy Agreement was entered into on or after 2 January 2019.

‘Group Based Activity’ means a Work for the Dole activity designed for more than one Fully Eligible Participant or DES Participant, which involves carrying out tasks as part of a specific group project.

‘Group Based Activity Budget’ means the Group Based Activity budget described in clause 124.9(b)(ii).

‘Group Based Activity Overhead Costs’ means the costs directly associated with the establishment and running of a Group Based Activity, including:

- (a) the costs of Supervisors, capital equipment, transportation of Fully Eligible Participants, rent and associated infrastructure, activity materials and training;
- (b) insurance (limited only to the additional costs of insurance where the nature of a Group Based Activity means that it is not covered by Department funded insurance, or insurance that the Provider is required to obtain in accordance with clause 42, being insurance only for the period of the Group Based Activity); and
- (c) any other item as specified by the Department,

but does not include the cost of items provided to individual Fully Eligible Participants.

‘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).

‘Guide to Social Security Law’ means the [guidelines published by the Department of Social Services, \(http://guides.dss.gov.au/guide-social-security-law\)](http://guides.dss.gov.au/guide-social-security-law) as amended.

‘Guidelines’ refers to the guidelines, if any, as described in this Deed and issued by the Department, as amended by the Department.

‘Harvest Crops’ means all vegetables, fruits, grains, seeds, hops, nuts, fungi, olives, flowers, broad acre crops, sugar, sandalwood, or other specialised crops as described in any Guidelines.

‘Harvest Employer’ means an Employer whose business undertakes Harvest Work.

‘Harvest Labour Hire Firm’ means an entity which:

- (a) is contracted to provide labour to a Harvest Employer; and
- (b) is a member of the Recruitment & Consulting Services Association Australia & New Zealand, unless otherwise agreed in writing by the Department.

‘Harvest Placement’ means the placement by an HTS Provider of a Harvest Worker into a vacant position for paid Employment that involves Harvest Work in accordance with the HTS Deed.

‘Harvest Trail Services’ or **‘HTS’** means the Commonwealth program of that name (or such other name as advised by the Department), administered by the Department.

‘Harvest Trail Services Deed’ or **‘HTS Deed’** means the Harvest Trail Services Deed 2020-2023, being an agreement for the provision of HTS with the Department.

‘Harvest Work’ means work that includes one or more of the activities under the following categories:

- (a) production of Harvest Crops, including picking and pollinating;
- (b) planting and preparation for planting of Harvest Crops, including clearing and trenching;
- (c) propagation of Harvest Crops, including growing new plants from seeds;
- (d) packing shed operations;
- (e) local and immediate Harvest Crop processing; or
- (f) local storage and local transportation of Harvest Crops.

‘Harvest Worker’ means a Stream Participant who is not prohibited by law from working in Australia and has been referred to an HTS Provider by the Provider.

‘HTS 4 Week Period’ means, for Employment which satisfies the requirements of an HTS 4 Week jobactive Outcome, a period of 4 consecutive weeks:

- (a) from the HTS jobactive Outcome Start Date; and
- (b) which does not overlap with the Outcome Period for any other Outcome that has been claimed in relation to the relevant Harvest Worker by any Employment Provider or NEST Provider, except an HTS 12 Week Period or an HTS 26 Week Period, that begins from the same HTS jobactive Outcome Start Date or as otherwise provided in any Guidelines.

‘HTS 12 Week Period’ means, for Employment which satisfies the requirements of an HTS 12 Week jobactive Outcome, a period of 12 consecutive weeks:

- (a) from the HTS jobactive Outcome Start Date; and
- (b) which does not overlap with the Outcome Period for any other Outcome that has been claimed in relation to the relevant Harvest Worker by any Employment Provider or NEST Provider, except an HTS 4 Week Period or an HTS 26 Week Period, that begins from the same HTS jobactive Outcome Start Date or as otherwise provided in any Guidelines.

‘HTS 26 Week Period’ means, for Employment which satisfies the requirements of an HTS 26 Week jobactive Outcome, a period of 26 consecutive weeks:

- (a) from the HTS jobactive Outcome Start Date; and
- (b) which does not overlap with the Outcome Period for any other Outcome that has been claimed in relation to the relevant Harvest Worker by any Employment Provider or NEST Provider, except an HTS 4 Week Period or an HTS 12 Week Period, that begins from the same HTS jobactive Outcome Start Date or as otherwise provided in any Guidelines.

‘HTS 4 Week jobactive Outcome’ means that, during an HTS 4 Week Period, a Harvest Worker completes at least 80 hours of Employment in Harvest Work.

‘HTS 12 Week jobactive Outcome’ means that, during an HTS 12 Week Period, a Harvest Worker completes at least 240 hours of Employment in Harvest Work.

‘HTS 26 Week jobactive Outcome’ means that, during an HTS 26 Week Period, a Harvest Worker completes at least 520 hours of Employment in Harvest Work.

‘HTS jobactive Outcome’ means an HTS 4 Week jobactive Outcome, HTS 12 Week jobactive Outcome or HTS 26 Week jobactive Outcome, as relevant.

‘HTS jobactive Outcome Start Date’ means the date on which the Harvest Worker first commences in a Harvest Placement.

‘HTS Provider’ means a contracted provider of services under Harvest Trail Services Deed.

‘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.

‘Individual Hosted Activity’ means a Work for the Dole activity in which the Work for the Dole Place(s) are designed for individual Fully Eligible Participants or DES Participants.

‘Initial Interview’ means an initial Contact between the Provider and a Stream Participant in accordance with clause 85, and where appropriate, includes an Initial Interview for a New Stream.

‘Initial Interview for a New Stream’ means an initial Contact between the Provider and a Fully Eligible Participant when the Fully Eligible Participant has moved into a higher Stream due to a Change of Circumstances Reassessment, and in accordance with clause 85.

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

‘Intellectual Property Rights’ includes:

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

but does not include:

- (f) Moral Rights;
- (g) the non-proprietary rights of performers; or
- (h) rights in relation to confidential information.

‘Interest’ means interest calculated at 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) less 10 basis points.

‘Intervention’ means a specialist service provided by a private sector or community entity or an employment or training program administered by the Commonwealth or by a state or territory government (including by state or territory government funded providers) that the Provider may access, to provide specialised assistance to Stream Participants to increase job competitiveness or address Non-vocational Barriers.

‘jobactive’ means the Commonwealth program of that name (or such other name as advised by the Department from time to time), administered by the Department.

‘jobactive Website’ means the jobactive website that is owned and maintained by the Department and accessible via the internet.

‘Job Capacity Assessment’ or **‘JCA’** means an assessment conducted by Services Australia to determine eligibility for the Disability Support Pension and includes assessment of barriers to employment and work capacity.

‘Job Plan’ means:

- (a) for ParentsNext Participants, the plan defined as a ‘Participation Plan’ under the ParentsNext Deed; and
- (b) for all other Stream Participants, the plan described in clause 87, and which includes an employment pathway plan under the *Social Security Act 1991* (Cth) and a participation plan for Disability Support Pension recipients with compulsory requirements under the *Social Security Act 1991* (Cth), or, if the *Social Security Act 1991* (Cth) is amended, any other such plans.

‘Job Referral’ means a job opportunity that the Provider requests the Participant to act on.

‘Job Search’ means an instance of active contact with a potential Employer to apply for a job, and includes a contact by phone or in person, by submitting a written application, or by attending a job interview.

Note: Relevant job vacancies do not need to have been publically advertised to count as a Job Search. However, looking for job vacancies in newspapers or online does not count as a Job Search unless actual contact is made with the relevant potential Employer.

‘Job Search Period’ means, unless otherwise specified in any Guidelines, the first month and each successive month thereafter, of a Fully Eligible Participant’s (Mutual Obligation) or Disability Support Pension Recipient’s (Compulsory Requirements) Period of Unemployment.

‘Job Search Requirement’ means the number of Job Searches that a Fully Eligible Participant (Mutual Obligation) or a Disability Support Pension Recipient (Compulsory Requirements) must complete, as specified in any Guidelines, and which must be specified in the Participant’s Job Plan in accordance with clause 113.1.

‘Job Seeker Classification Instrument’ or **‘JSCI’** means the tool used by a Stream Participant, Services Australia or a Provider to measure the Stream Participant’s relative level of disadvantage based on the expected difficulty in finding the Stream Participant employment because of the Stream Participant’s personal circumstances and labour market skills.

‘Job Seeker Placement’ means a Vacancy or a position in an apprenticeship or a traineeship, that is recorded or lodged on the Department’s IT Systems by the Provider as being occupied by the Stream Participant in accordance with this Deed.

‘Job Seeker Placement Start Date’ means:

- (a) unless paragraphs (b), (c) or (d) below apply, the date on which the Stream Participant first commences in a Job Seeker Placement;
- (b) if the Job Seeker Placement includes an initial Paid Induction Period, either:
 - (i) the day on which the Stream Participant first commences in the Job Seeker Placement; or
 - (ii) the first day of continuous Employment following the Paid Induction Period, whichever the Provider selects;
- (c) if there is a Significant Increase in Income or a Significant Increase in Pre-Existing Employment in relation to the Job Seeker Placement, the date of the relevant significant increase which the Provider records on the Department’s IT Systems, or as otherwise specified in any Guidelines or advised by the Department; or

- (d) if the Job Seeker Placement relates to a Vacancy as described in paragraph (b) of the definition of 'Vacancy', a day selected by the Provider to be the Job Seeker Placement Start Date that is after the last day of the latest Outcome Period in relation to which the Provider has claimed or will claim a Provider Seasonal Work Incentive Payment.

'Job Seeker Snapshot' means the online version of the JSCI which may be used by a Stream Participant.

'Job Services Australia' or 'JSA' means the Commonwealth program of that name (or such other name as advised by the Department from time to time), administered by the Department up to 30 June 2015.

'Jobs, Land and Economy Programme' means the Commonwealth program administered by the Department of Prime Minister and Cabinet which aims to get adult Aboriginal or Torres Strait Islander persons into work, foster viable indigenous businesses and assist Aboriginal or Torres Strait Islander persons to generate economic and social benefits from land and sea use and native title rights.

'Joint Charter of Deed Management' means the charter at Annexure A2 which embodies the commitment by the Department and employment services providers to work cooperatively to achieve shared goals and outcomes in the delivery of employment services.

'Launch into Work' means the Commonwealth program of that name designed to provide suitable Participants with training, mentoring and short-term, unpaid work experience in order to prepare Participants for employment.

'Launch into Work Organisation' means an organisation that hosts a Launch into Work Placement.

'Launch into Work Placement' means a placement of a Participant into a Launch into Work activity, arranged in accordance with clause 109D and any Guidelines.

'Lead Provider' means the Employment Provider or NEST Provider assigned to that role in accordance with any Guidelines.

'Liquidated Damages' means the amount that the Department may recover from a Provider in accordance with clause 54.

'Long Term Unemployed & Indigenous Wage Subsidy' means the Wage Subsidy of that name identified in any Guidelines.

'LJP Activity' means an Activity provided by an LJP Activity Host and **'LJP Activities'** has an equivalent meaning.

'LJP Activity Host' means an entity that has an agreement with the Commonwealth under which it is funded to provide an LJP Activity, amongst other things.

'LJP Activity Partnering Provider' means, in relation to an LJP Activity, the Employment Provider, NEST Provider, Transition to Work Provider or ParentsNext Provider that is the nominated partnering provider for that LJP Activity in accordance with any Guidelines.

'Local Jobs Program' or 'LJP' means the Commonwealth program of that name, administered by the Department, designed to support the recovery of local economies through identified place-based strategies that can respond rapidly to an Employment Region's training and employment needs, and importantly, connect job seekers to local jobs.

'Major Non-conformance' means a major non-conformance with a Quality Standard or the Quality Principles in accordance with any Guidelines and as determined by the Department.

‘Malicious Code’ means any software that attempts to subvert the confidentiality, integrity or availability of a system.

‘Material’ includes equipment, software (including source code and object code), goods, and Records stored by any means including all copies and extracts of the same.

‘Material Subcontractor’ means any Subcontractor of the Provider subcontracted to perform a substantial part (as determined by the Department) of the Services.

‘Modern Award’ means a modern award made under Part 2-3 of the *Fair Work Act 2009*.

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

‘Mutual Obligation Requirement’ means the activity test, participation requirements or other requirements that a jobactive or Other Program participant must meet in order to receive an Income Support Payment, including a requirement that, if not complied with, would be a:

- (a) Mutual Obligation Failure;
 - (b) Work Refusal Failure;
 - (c) Unemployment Failure; or
 - (d) failure to meet a Reconnection Requirement,
- under the Social Security Law.

‘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*.

‘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://www.humanrights.gov.au/about/news/coag-endorses-national-principles-child-safe-organisations>).

‘National Work Experience Programme’ or **‘NWE’** means the Commonwealth program of that name, administered by the Department, which aims to provide eligible Stream Participants as specified in any Guidelines with opportunities to enhance their vocational skills and experience in a work-like environment.

‘National Work Experience Programme Placement’ or **‘NWE’ Placement’** means a short-term unpaid work experience placement that meets the eligibility requirements for a National Work Experience Programme Placement, as specified under clause 109 and any Guidelines.

‘NEIS Allowance’ means an allowance payable by the Department to a NEIS Participant in accordance with the NEIS Participant Agreement.

‘NEIS Assistance’ means the assistance provided to a NEIS Participant in accordance with this Deed, including any Guidelines:

- (a) including, where applicable, the payment of NEIS Allowance and NEIS Rental Assistance, NEIS Business Mentoring, monthly contact, business advice and counselling; and
- (b) for a period of 52 weeks (or as otherwise extended or reduced by the Department), commencing on the date on which the relevant NEIS Participant Agreement is

approved by the Department, but excluding any period during which the NEIS Participant Agreement is suspended by the Department.

‘NEIS Business’ means the NEIS Participant’s business, the details of which are set out in the schedule to the NEIS Participant Agreement, and which is to be operated in accordance with the NEIS Business Plan.

‘NEIS Business Eligibility Criteria’ means the criteria specified in any Guidelines against which a proposed NEIS Business is assessed to determine if it meets the eligibility requirements for a NEIS Business.

‘NEIS Business Mentoring’ means mentoring support provided by a NEIS Provider to a NEIS Participant and includes assistance and advice about organisational, financial and marketing issues to help the NEIS Participant to develop their business, and other requirements specified in any Guidelines.

‘NEIS Business Mentoring Report’ means a Report that provides, in accordance with any Guidelines, a description of the delivery of NEIS Business Mentoring.

‘NEIS Business Plan’ means a plan that sets out, at a minimum, how a NEIS Prospective Participant’s proposed NEIS Business and, where approved, how a NEIS Participant’s NEIS Business will operate, the business insurance required, and a forecast of the cash flow each Financial Quarter.

‘NEIS Commencement’ means the date on which a NEIS Participant commences receipt of NEIS Assistance, as identified in the Department’s IT Systems.

‘NEIS Eligible’ means that a person meets the eligibility requirements for NEIS in accordance with any Guidelines.

‘NEIS External Income’ means any gross income that the Australian Taxation Office would regard as income, received by a NEIS Participant while he or she is in receipt of NEIS Assistance, and includes types of income which satisfy the requirements in any Guidelines.

‘NEIS External Income Test’ is a test, as specified in any Guidelines, based upon the NEIS Income Statement of a NEIS Participant’s NEIS External Income, and used to determine whether the total gross NEIS External Income in a Financial Quarter is more than twice the rate of NEIS Allowance for that Financial Quarter.

‘NEIS Fee’ means the fee of \$6,015 which is payable for the provision of NEIS Services in accordance with clause 130.

‘NEIS Financial Information’ is financial information about a NEIS Business which includes any information specified in any Guidelines.

‘NEIS Income Statement’ means a correctly completed statement of a NEIS Participant’s gross NEIS External Income, and any other information specified by the Department, in a form approved by the Department.

‘NEIS Key Performance Indicators’ or **‘NEIS KPIs’** means the performance indicators for NEIS specified in clause 131, or as Notified by the Department.

‘NEIS Participant’ means a person who is a party to a current NEIS Participant Agreement and who is in receipt of NEIS Assistance.

‘NEIS Participant Agreement’ means an agreement, in a form prescribed by the Department:

- (a) entered into between a NEIS Prospective Participant and the Department; and

- (b) for a period of 52 weeks (or as otherwise extended or reduced by the Department), commencing on the date on which the relevant NEIS Participant Agreement is approved by the Department, but excluding any period during which the NEIS Participant Agreement is suspended by the Department.

‘NEIS Places’ means the maximum number of NEIS Commencements which the Provider may achieve in each Financial Year in each Employment Region as set out at item 7.2 of Schedule 1, or as otherwise agreed by the Department in writing.

‘NEIS Post-Programme Outcome’ means a situation where a NEIS Participant is verified by the Department as not being in receipt of any Income Support Payment, 13 weeks after cessation of their NEIS Participant Agreement, unless:

- (a) the NEIS Participant was previously in receipt of Parenting Payment (Single), Disability Support Pension, Carer Payment or DVA War Widow/er or Partner Service Pension; or
- (b) the NEIS Participant was not in receipt of JobSeeker Payment, Newstart Allowance, Youth Allowance or any other Income Support Payment on commencement of their NEIS Participant Agreement,

in which case, a NEIS Post-Programme Outcome only occurs if the NEIS Participant is in Employment (of at least 20 hours per week) 13 weeks after cessation of their NEIS Participant Agreement.

‘NEIS Prospective Participant’ means a person who has been assessed by the NEIS Provider as NEIS Eligible and has not executed a NEIS Participant Agreement.

‘NEIS Provider’ means any entity that is contracted by the Commonwealth to provide NEIS Services under Part C of the jobactive Deed 2015-2022, including the Provider, where relevant.

‘NEIS Rental Assistance’ means rental assistance payable by the Department to a NEIS Participant in accordance with the NEIS Participant Agreement.

‘NEIS Services’ means the Services that must be provided by the NEIS Provider to NEIS Prospective Participants and NEIS Participants in accordance with Part C and clause 97, including for the purpose of assisting NEIS Participants in establishing and running viable small businesses in accordance with any Guidelines or written instructions issued by the Department.

‘NEIS Training’ means training for a Certificate IV in Entrepreneurship and New Business or Certificate III in Entrepreneurship and New Business, or as otherwise advised by the Department, and which must be undertaken in a face to face setting, unless otherwise specified in any Guidelines.

‘NEIS Training Commencement’ means the date on which a NEIS Prospective Participant commences in NEIS Training, as identified in the Department’s IT Systems and as specified in any Guidelines.

‘New Employment Services’ or **‘NES’** means the Australian Government's new model of employment services.

‘New Employment Services Trial’ or **‘NEST’** means the trial, administered by the Department, that will test key aspects of the New Employment Services.

‘New Employment Services Trial Deed’ or ‘NEST Deed’ means the New Employment Services Trial Deed 2019-2022.

‘New Employment Services Trial Employment Region’ or ‘NEST Employment Region’ means the Employment Regions of the Mid North Coast, New South Wales, and Adelaide South, South Australia, and includes any other Employment Regions as Notified by the Department from time to time.

‘New Employment Services Trial Participant’ or ‘NEST Participant’ means a Participant who is identified as a New Employment Services Trial Participant in the Department’s IT Systems or in any Guidelines.

‘New Employment Services Trial Provider’ or ‘NEST Provider’ means an entity that is a party to a NEST Deed with the Department.

‘Non-conformance’ means a non-conformance with a Quality Standard or the Quality Principles in accordance with any Guidelines.

‘Non-conformance Report’ means a report in accordance with any Guidelines, which forms part of each Quality Report, and details Non-conformances identified in a QAF Audit.

‘Non-Payable Outcome’ means one or more of the following:

- (a) Employment, including a retail position, involving nudity or in the sex industry;
- (b) volunteer work;
- (c) Activities;
- (d) unpaid work;
- (e) a training course not eligible for Austudy, Abstudy, or Youth Allowance (Student);
- (f) a training course delivered by a training institution that is not approved to deliver the respective training course as specified on the Department’s National Register on Vocational Education and Training website (<http://www.training.gov.au>);
- (g) a training course duplicating, or having significant components similar to, employment services, such as training for work preparation or job search skills;
- (h) a job that involves taking up employment in another country, regardless of whether the salary is paid in Australian Dollars or by an Australian company;
- (i) a job involving illegal activity;
- (j) a job involving income or funds from gambling deemed to be inappropriate by the Department;
- (k) a Qualifying Education Course that started before the Commencement of the relevant Stream Participant, unless the Stream Participant is a Vulnerable Youth (Student);
- (l) Employment that started before the Commencement of the relevant Stream Participant except where a Significant Increase in Income or a Significant Increase in Pre-Existing Employment applies to the Employment;
- (m) a program, including a Work Trial program, funded by the Australian Government, or a state or territory government, including a Complementary Service and as advised by the Department;

- (n) non-ongoing Employment or a Work Trial where the Stream Participant's wages are subsidised by the Provider's own funds and the Provider subsequently seeks Reimbursement of the subsidy from the Employment Fund;
- (o) an education or training course in circumstances where the Provider has already received an Outcome Payment for that Stream Participant in the same Period of Unemployment;
- (p) a 4 Week Period Employment Outcome if:
 - (i) the Provider has claimed an Outcome Payment in relation to another Stream Participant that previously occupied the same or a similar position (the prior outcome); and
 - (ii) the Employment Outcome Start Date occurs less than 12 weeks after the end of the Outcome Period for the prior outcome;
- (q) Employment that contravenes Commonwealth, state or territory legislation or provides terms and conditions of employment which are inconsistent with the relevant workplace relations laws, or any instrument made under such laws, excluding where the Employment has not been paid in accordance with any applicable Enterprise Agreement, Modern Award or the National Minimum Wage;
- (r) Employment that pays a commission as either the entire remuneration or part of the remuneration, except where the commission being paid to the Stream Participant is in addition to an amount which is paid to the Stream Participant in accordance with any applicable Commonwealth, state or territory legislation and any applicable Modern Award or the National Minimum Wage;
- (s) Employment or Unsubsidised Self-Employment which is Recurring, except for:
 - (i) 4 Week Period Full Outcomes and 4 Week Period Partial Outcomes;
 - (ii) Employment Outcomes that satisfy item (f) of the definition of Full Outcome; and
 - (iii) HTS 4 Week jobactive Outcomes;
- (t) in relation to a Harvest Placement:
 - (i) Employment that does not involve Harvest Work; or
 - (ii) a position that does not involve the direct Employment of the Harvest Worker by a Harvest Employer or Harvest Labour Hire Firm as an employee; or
- (u) any other situation that the Department may advise or as specified in any Guidelines.

'Non-regional Location' means a location identified on the Department's IT Systems as not attracting a regional loading.

Note: Table 4 of Annexure B2 indicates the locations that do not attract a regional loading, however, to the extent of any inconsistency between this table and the Department's IT Systems with respect to relevant locations, the Department's IT Systems prevails.

'Non-vocational Barriers' means the range of barriers that can prevent a person 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 written notice in accordance with clause 71 and ‘Notify’ has an equivalent meaning.

‘Notifiable Incident’ has the meaning given in the WHS Act.

‘NWEF Completion Outcome’ means an eligible Stream Participant has participated in an NWEF Placement for at least two weeks.

‘NWEF Incentive’ means an amount of \$300, unless otherwise specified in any Guidelines, payable to an Activity Host Organisation for an NWEF Placement that meets the eligibility requirements for an NWEF Incentive, as specified under clause 109 and any Guidelines.

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

‘Online Employment Services’ or **‘OES’** means the Commonwealth initiative of that name, administered by the Department, which enables eligible new job seekers to engage with employment services online.

‘Online Employment Services Participant’ or **‘OES Participant’** means a Stream Participant who is identified on the Department’s IT Systems as transferred from Online Employment Services to the Provider.

‘Other Program’ means:

- (a) ParentsNext;
- (b) Disability Employment Services; or
- (c) New Employment Services Trial.

‘Other Program Provider’ means a:

- (a) ParentsNext Provider;
- (b) DES Provider; or
- (c) NEST Provider.

‘Other Provider’ means:

- (a) for a Stream Participant, their Employment Provider;
- (b) for a ParentsNext Participant, their ParentsNext Provider;
- (c) for a Time to Work Participant, their Time to Work Provider;
- (d) for a Transition to Work Participant, their Transition to Work Provider;
- (e) for a DES Participant, their DES Provider; and
- (f) for a NEST Participant, their NEST Provider or the Contact Centre, as relevant.

‘Outcome’ means only an Employment Outcome, an Education Outcome, an HTS jobactive Outcome, a PaTH Internship Outcome, a QSHW Outcome, an NWEF Completion Outcome or a NEIS Post-Programme Outcome.

‘Outcome Payment’ means a Fee for:

- (a) an Employment Outcome or an Education Outcome as set out in and below Table 1A or 1B in Annexure B2;

- (b) a PaTH Internship Outcome as set out in Table 1C or Table 1D in Annexure B2;
- (c) a QSHW Outcome in the form of a Provider Seasonal Work Incentive Payment;
- (d) a NEIS Post-Programme Outcome as set out in clause 130.1(b);
- (e) an NWEF Completion Outcome; or
- (f) an HTS jobactive Outcome as set out in Table 1F or Table 1G in Annexure B2.

‘Outcome Period’ means:

- (a) for an Employment Outcome, the period from the relevant Employment Outcome Start Date to the achievement of a 4 Week Period, 12 Week Period or 26 Week Period, as relevant; and
- (b) for an Education Outcome:
 - (i) six months of a Qualifying Education Course; or
 - (ii) the period from commencement to completion of a Qualifying Training Course that is 12 weeks or more in duration; or
 - (iii) the period from commencement of a Qualifying Training Course that is less than 12 weeks in duration to the achievement of a the relevant 4 Week Period Employment Outcome;
- (c) for a NEIS Post-Programme Outcome, the period of 13 weeks immediately following cessation of the relevant NEIS Participant Agreement;
- (d) for a QSHW Outcome, the period of one week during which a QSHW Outcome is achieved; and
- (e) for an HTS jobactive Outcome, the period from the relevant HTS jobactive Outcome Start Date to the achievement of an HTS 4 Week Period, HTS 12 Week Period or HTS 26 Week Period, as relevant.

‘Outreach’ means, for a Site, a regular presence other than Part-Time or Full-Time - for example, on a monthly, seasonal or 'as the need arises' basis.

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

‘Paid Induction Period’ is a period before the start of continuous Employment of a Stream Participant where the Stream Participant undergoes associated job training supported by the Employer and where the Employer remunerates the Stream Participant in compliance with all applicable legislation.

‘Parent Wage Subsidy’ means the Wage Subsidy of that name identified in any Guidelines.

‘ParentsNext’ means the Commonwealth program of that name (or such other name as advised by the Department), administered by the Department.

‘ParentsNext Deed’ means the agreement for the provision of ParentsNext services with the Department as varied from time to time.

‘ParentsNext Participant’ means a person who is participating in ParentsNext.

‘ParentsNext Provider’ means any entity that is a party to a ParentsNext Deed with the Department.

‘Part-Time’ means, for a Site, set weekly hours on Business Days with hours of operation less than Full-Time, as agreed with the Department.

‘Partial Outcome’ means that, for the duration of a 4 Week Period or a 12 Week Period, as relevant, a Stream Participant:

- (a) who was in receipt of JobSeeker Payment, Newstart Allowance or Youth Allowance (other) on the relevant Employment Outcome Start Date, generates sufficient income in Employment, Unsubsidised Self-Employment or an apprenticeship or a traineeship to reduce the Fully Eligible Participant’s Basic Rate of JobSeeker Payment, Newstart Allowance or Youth Allowance (other), as relevant, by an average of at least 60 per cent;
- (b) who was:
 - (i) in receipt of JobSeeker Payment, Newstart Allowance, Youth Allowance (other) or Parenting Payment (Partnered or Single) with part time Mutual Obligation Requirements; and
 - (ii) identified on the Department’s IT Systems as a parent or as having a disability, on the relevant Employment Outcome Start Date, is in Employment, Unsubsidised Self-Employment or an apprenticeship or a traineeship for an average of 10 or more hours per week;
- (c) who is:
 - (i) not in receipt of JobSeeker Payment, Newstart Allowance, Youth Allowance (Other) or Parenting Payment and is not otherwise identified in paragraphs (d) or (e) below; or
 - (ii) a Disability Support Pension Recipient (Compulsory Requirements); and
is in Employment, Unsubsidised Self-Employment or an apprenticeship or a traineeship for an average of 15 or more hours per week, which does not lead to a Full Outcome;
- (d) who was identified on the Department’s IT Systems on the relevant Employment Outcome Start Date as having a disability and a Partial Capacity to Work, is in Employment, Unsubsidised Self-Employment or an apprenticeship or a traineeship that is on average at least 70 per cent of the minimum number of hours per week in the range as assessed by Services Australia through an ESAt or JCA but is not less than an average of 8 hours of work per week;
- (e) who:
 - (i) was in receipt of a Parenting Payment (Partnered or Single) without Mutual Obligation Requirements or Carer Payment on the relevant Employment Outcome Start Date; and
 - (ii) chooses to work reduced hours due to caring responsibilities (this choice being identified on the Department’s IT Systems on or before the relevant Employment Outcome Start),

is in Employment or Unsubsidised Self-Employment or an apprenticeship or a traineeship for an average of 10 hours or more per week;

- (f) has in operation an executed NEIS Participant Agreement and is receiving NEIS Assistance; or
- (g) meets the requirements for any other event that the Department may Notify the Provider as being a Partial Outcome.

‘Participant’ means a Stream Participant, a NEIS Prospective Participant and a NEIS Participant.

‘Participant Services Records’ means Deed Records (including documents associated with the Customer feedback register) about a Participant, that are directly created for the purposes of providing Services.

‘Participated’ means, in relation to a PaTH Internship, that the relevant PaTH Intern has participated in the PaTH Internship in accordance with any Guidelines.

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

‘Party’ means a party to this Deed.

‘PaTH Intern’ means a Fully Eligible Participant (Mutual Obligation) who meets the eligibility requirements for a PaTH Intern as specified in any Guidelines.

‘PaTH Internship’ means a short-term unpaid work experience placement that meets the eligibility requirements of a PaTH Internship as specified in any Guidelines.

‘PaTH Internship Agreement’ means an Activity Host Organisation Agreement between the Provider, an Activity Host Organisation and a PaTH Intern in relation to a PaTH Internship, in accordance with any Guidelines.

‘PaTH Internship Amount’ means an amount of \$1000, unless otherwise specified in any Guidelines.

‘PaTH Internship Outcome’ means that a PaTH Intern has:

- (a) Completed a PaTH Internship;
- (b) Participated in a PaTH Internship for at least 2 weeks and then obtained Employment with either:
 - (i) the relevant Activity Host Organisation; or
 - (ii) another Employer,
 prior to the end of the PaTH Internship Period; or
- (c) Participated in the PaTH Internship for at least 4 weeks and then agreed with the Provider and the relevant Activity Host Organisation to end the relevant PaTH Internship prior to the end of the PaTH Internship Period.

‘PaTH Internship Period’ means a period, of no less than 4 weeks and no more than 12 weeks, that is specified in the relevant PaTH Internship Agreement as being the duration of the PaTH Internship.

‘PaTH Internship Start Date’ means the date on which the PaTH Intern commences in the relevant PaTH Internship, if that day occurs during the Participant’s Period of Registration.

‘Payments’ means the Fees, Reimbursements and Ancillary Payments payable under this Deed.

‘Payment Period’ means the period which:

- (a) starts on the day on which a Stream Participant is first Commenced; and
- (b) runs continuously until the Stream Participant Exits, except where:
 - (i) the Stream Participant is Suspended (in which case the Payment Period operates in accordance with clause 92.1); or
 - (ii) clauses 95.3 and 95.4 apply.

'Pay Slip Verified Outcome Payment' means an Outcome Payment for an Employment Outcome or an HTS jobactive Outcome that is verified by a pay slip, payroll summary or other evidence in accordance with 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 period of continuous registration of a Stream Participant on the Provider's caseload, beginning on their Commencement and ending when they are transferred from the Provider in accordance with this Deed or Exited, but which is halted in accordance with clause 92 when the Stream Participant is Suspended.

'Period of Service' means a period:

- (a) which begins as specified in the Department's IT Systems;
- (b) which halts when the Stream Participant is Suspended and recommences when the Suspension ends;
- (c) which ends when the Stream Participant is either:
 - (i) Exited; or
 - (ii) moved into another Stream, except in the case of an SPI Participant who moves from Stream A to Stream B and remains an SPI Participant; and
- (d) during which the Provider must provide Employment Provider Services to the Stream Participant.

'Period of Unemployment' means the period which commences on the date on which a Stream Participant registers with Services Australia or directly with the Provider as unemployed, and concludes in accordance with clause 94.1.

'Permissible Break' means, where a Stream Participant is working towards a Full Outcome, a period of time during which a Stream Participant has a break in Employment caused by a situation which is outside the control of the Stream Participant or the Provider and which satisfies the requirements specified in any Guidelines.

'Personal Event' means a Stream Participant's personal event that has been recorded in their Electronic Calendar.

'Personal Event Time' means the time that a Personal Event is scheduled to occur.

'Personal Information' has the same meaning as under section 6 of the Privacy Act which currently is information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- (a) whether the information or opinion is true or not; and
- (b) whether the information or opinion is recorded in a material form or not.

'Personnel' means:

- (a) in relation to the Provider, any natural person who is an officer, employee, volunteer or professional advisor of the Provider; and
- (b) in relation to any other entity, any natural person who is an officer, employee, volunteer or professional advisor of the entity.

‘Pre-existing Employment’ means a position in Employment, Unsubsidised Self Employment, an apprenticeship or traineeship occupied by the Stream Participant prior to them receiving Employment Provider Services from any Employment Provider.

‘Pre-release Prisoner’ means a Stream Participant who is identified as a Pre-release Prisoner in the Department’s IT Systems and specified as such in any Guidelines.

‘Privacy Act’ refers to the *Privacy Act 1988* (Cth).

‘Pro-rata Calculation Start Date’ means the most recent of any of the following dates that apply to a Stream Participant:

- (a) if the Stream Participant was on the Provider’s caseload at the start of the current Administration Fee Period, the date that is at the start of the Administration Fee Period;
- (b) if the Stream Participant was transferred to the Provider after the start of the current Administration Fee Period, the date of the transfer to the Provider;
- (c) if the Stream Participant, while on the Provider’s caseload, moves to a Non-regional Location from a Regional Location, or from a Non-regional Location to a Regional Location, the date of the move; or
- (d) if the Stream Participant, while on the Provider’s caseload, ceases to be an SPI Participant, but remains a Stream Participant on the Provider’s caseload, or becomes an SPI Participant on the Provider’s caseload, the date the Stream Participant ceases to be an SPI Participant, or becomes an SPI Participant, as relevant.

‘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 the Deed, including any Guidelines.

‘Protected Information’ has the same meaning as under section 23 of the *Social Security Act 1991*.

‘Provider’ means the employment services provider contracted under this Deed, and includes its Personnel, successors and assigns, and any constituent entities of the Provider’s organisation, and includes reference to a Tendering Group contracted under this Deed, where applicable.

‘Provider Exit’ means the manual exiting of a Stream Participant from the Employment Provider Services by the Provider, through its recording the exit and the relevant reasons on the Department’s IT Systems, in accordance with this Deed including any Guidelines.

‘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 Seasonal Work Incentive Payment’ means an amount of \$100, unless otherwise specified in any Guidelines.

‘Provider IT System’ 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.

‘Purchase’ means to acquire Activities from an Activity Host Organisation or a Supervisor by the payment of money, in accordance with any Guidelines, but excludes transfer or payment of money between Employment Providers and/or NEST Providers as part of collaborating on Work for the Dole activities.

‘QSHW Eligible’ means that a Stream Participant is eligible in accordance with any Guidelines to be placed in a QSHW Vacancy.

‘QSHW Employer’ means an Employer whose business undertakes QSHW.

‘QSHW Outcome’ means that, during a one week period that:

- (a) is after the relevant QSHW Placement Start Date; and
- (b) does not overlap with the Outcome Period for any other Outcome that has been claimed in relation to the relevant QSHW Eligible Stream Participant by any Employment Provider,

the relevant QSHW Eligible Stream Participant:

- (c) unless (d) or (e) applies, was Employed to undertake QSHW for at least 35 hours;
- (d) where they are identified on the Department’s IT Systems on the relevant QSHW Placement Start Date as having a disability and a Partial Capacity to Work, was Employed to undertake QSHW for at least the minimum number of hours per week in the range as assessed by Services Australia through an ESAt or JCA, but is not less than eight hours; or
- (e) where they are identified on the Department’s IT Systems on the relevant QSHW Placement Start Date as a parent or as having a disability, and as having part-time Mutual Obligation Requirements, was Employed to undertake QSHW for at least 15 hours.

‘QSHW Placement’ means a QSHW Vacancy that is recorded or lodged on the Department’s IT Systems by the Provider as being occupied by a QSHW Eligible Stream Participant in accordance with this Deed.

‘QSHW Placement Start Date’ means the date on which the Stream Participant first commences in the QSHW Placement.

‘QSHW Vacancy’ means a Vacancy that is a vacant position for paid Employment involving QSHW with a QSHW Employer.

‘Qualifying Education Course’ means a single qualification course that is:

- (a) approved for Austudy or Youth Allowance (Student) or Abstudy purposes;
- (b) more than six months in duration;
- (c) delivered by a training organisation approved to deliver the course as specified on the Department’s website (<http://www.training.gov.au>).

- (d) Full-Time Study;
- (e) not less than Year 12 or equivalent, or Certificate III; and
- (f) as otherwise specified in any Guidelines.

‘Qualifying Seasonal Horticultural Work’ or ‘QSHW’:

- (a) has the same meaning as ‘qualifying seasonal horticultural work’ in subsection 1073K(7) of the *Social Security Act 1991* (Cth); or
- (b) if there is no instrument in force under subsection 1073K(8) of the *Social Security Act 1991* (Cth), means work that is specified as ‘Qualifying Seasonal Horticultural Work’ in any Guidelines.

‘Qualifying Training Course’ means a training course which is specified in any Guidelines and which:

- (a) may have been commenced, but must not have been completed, before the start of the Stream Participant’s current Period of Unemployment;
- (b) the Stream Participant has completed after the start of his or her current Period of Unemployment;
- (c) results in the attainment of a qualification not less than Certificate III level;
- (d) is approved for Austudy or Youth Allowance (Student) or Abstudy purposes; and
- (e) is as otherwise specified in any Guidelines.

‘Quality Assurance Framework’ or ‘QAF’ means the Department’s framework for assessing the quality of Employment Provider Services delivered by Employment Providers to Stream Participants, Employers and the Department.

‘Quality Assurance Framework Audit’ or ‘QAF Audit’ means a Quality Standards Audit and a Quality Principles Audit.

‘Quality Assurance Framework Auditor List’ or ‘QAF Auditor List’ means the list of Conformity Assessment Bodies appointed by the Department to conduct QAF Audits.

‘Quality Assurance Framework Certificate’ or ‘QAF Certificate’ means a certificate, issued by the Department that certifies that the Provider:

- (a) complies with a Quality Standard; and
- (b) adheres to the Quality Principles,

in accordance with any Guidelines.

‘Quality Assurance Framework Audit Plan’ or ‘QAF Audit Plan’ means a plan for the conduct of a Quality Principles Audit in accordance with any Guidelines.

‘Quality Auditor’ means a Conformity Assessment Body appointed by the Department to its QAF Auditor List and includes an auditor with authority from a Conformity Assessment Body to conduct Quality Principles Audits on behalf of that body.

‘Quality Principles’ means the principles developed by the Department against which Providers must demonstrate adherence to under the Quality Assurance Framework.

‘Quality Principles Audit’ means any audit, conducted for the purposes of the Quality Assurance Framework, to determine whether the Provider complies with, or continues to

comply with, the Quality Principles, and includes Certification Audits, Surveillance Audits and Extraordinary Audits.

'Quality Principles Report' means a Certification Report, Surveillance Report or an Extraordinary Report.

'Quality Report' means a Quality Standards Report and a Quality Principles Report.

'Quality Standard' means a quality standard approved by the Department for the purposes of gaining a Quality Assurance Framework Certificate in accordance with any Guidelines.

'Quality Standards Audit' means any audit conducted in accordance with a Quality Standard.

'Quality Standards Report' means a complete and unedited report by a Quality Auditor, in accordance with a Quality Standard, resulting from a Quality Standards Audit.

'Reasonable Excuse' has the meaning given to the term 'reasonable excuse' in the Social Security Law.

'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.

'Recurring' means Employment or Unsubsidised Self-Employment which results in more than one:

- (a) Employment Outcome for the same Stream Participant; or
- (b) HTS jobactive Outcome for the same Harvest Worker,

during the same Period of Unemployment with the same Employer or Harvest Employer, as relevant, as specified in any Guidelines.

'Referral' or **'Referred'** means a referral of a person to the Provider by Services Australia, the Department, or another employment services provider.

'Regional Location' means a location identified on the Department's IT Systems as attracting a regional loading.

Note: Table 4 of Annexure B2 indicates the locations that attract a regional loading, however, to the extent of any inconsistency between this table and the Department's IT Systems with respect to relevant locations, the Department's IT Systems prevails.

'Regional Employment Trials' or **'RET'** means the Commonwealth program of that name, administered by the Department, designed to support local stakeholders to develop and implement tailored projects across 10 selected disadvantaged regions. The program also includes earlier access to RATTUAI for eligible job seekers.

'Register', 'Registration' or 'Registered' means the act of registering the creation or activation of a Participant's record on the Department's IT Systems.

'Regulator' means the person 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 2001* (Cth) 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 clauses (d)(i) to (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 persons exists between that entity and the principals, owners, Directors, officers or like persons of the Provider.

'Relocation Assistance to Take Up a Job Agreement' or 'RATTUAI Agreement' means a written agreement, entered into between a Provider and a RATTUAI Participant in relation to a RATTUAI Payment, in a form as specified in any Guidelines.

'Relocation Assistance to Take Up a Job Participant' or 'RATTUAI Participant' means a Fully Eligible Participant who meets the eligibility requirements for a RATTUAI Participant, as specified in any Guidelines.

'Relocation Assistance to Take Up a Job Payment' or 'RATTUAI Payment' means a payment to assist a RATTUAI Participant to prepare to relocate, to move and/or to settle into a new location, in the amounts the RATTUAI Participant is eligible in accordance with any Guidelines.

'Relocation Assistance to Take Up a Job Placement' or 'RATTUAI Placement' means an Employment position that meets the eligibility requirements for a RATTUAI Placement, as specified in any Guidelines.

'Report' means Deed Material that is provided to the Department for the purposes of reporting on the Services.

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

'RET Activity' means an Activity provided by a RET Grant Recipient.

'RET Grant Recipient' means an entity that has a funding agreement with the Commonwealth under which it is funded to provide RET Activities, among other things.

‘RET Partnering Provider’ means, in relation to a RET Activity, the Employment Provider, NEST Provider, Transition to Work Provider or ParentsNext Provider that is the nominated partnering provider for that RET Activity in accordance with any Guidelines.

‘Seasonal Work Living Away and Travel Allowance’ means an amount of up to \$300, unless otherwise specified in any Guidelines.’

‘Seasonal Work Incentives for Job Seekers Trial’ means a two-year trial commencing on 1 July 2017 and ending on 30 June 2019 to encourage QSHW Eligible Stream Participants to take up QSHW.

‘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.

‘Self-help Facilities’ means personal computers or similar devices with broadband internet connectivity, printers and other sundry equipment and local area wireless technology that allows an electronic device to exchange data or connect to the Internet (i.e. Wi-Fi access) at no charge to Stream Participants which accord with any specifications notified by the Department and any Guidelines.

‘Self Service and Job Activity Phase’ means the period from the Initial Interview to the end of six months of a Stream A (General) Participant’s Period of Service.

‘Serious Non-vocational Barrier’ means, for a Vulnerable Youth and Vulnerable Youth (Student), a Non-vocational Barrier that requires immediate intervention with a view to stabilising the circumstances of the Vulnerable Youth or Vulnerable Youth (Student).

‘Service Delivery Plan’ means a statement of representations made by the Provider to the Department in regards to the Services it will deliver, as specified in Schedule 2.

‘Service Guarantees’ means a set of minimum service standards for Employment Provider Services as specified in Annexure B3.

‘Service Period’ means, subject to any contrary stipulation in this Deed, the period of that name specified in item 4 of Schedule 1.

‘Service Start Date’ means the date of that name specified in item 3 of Schedule 1.

‘Services’ means the services that the Provider is contracted to perform and provide under this Deed.

‘Services Australia’ means the Commonwealth department of that name or such other agency or department as Notified by the Department from time to time, and where the context so admits, includes its relevant officers, delegates, employees and agents.

‘Services Australia Fortnight’ means the period determined under section 43(1)(b) of the *Social Security (Administration) Act 1999* (Cth) that applies to a Stream Participant.

‘Significant Increase in Income’ means circumstances where a Stream Participant:

- (a) participates in Employment, Unsubsidised Self Employment, an apprenticeship or a traineeship that:

- (i) was first occupied by the Stream Participant during their current Period of Unemployment; and
 - (ii) did not satisfy a 4, 12 or 26 Week Period for a Full Outcome because the income earned or hours worked were insufficient to satisfy the relevant paragraph (a)-(e) of the definition of a Full Outcome; and
- (b) generates sufficient income from Employment, Unsubsidised Self Employment, an apprenticeship or a traineeship to have caused the Participant's Basic Rate of Income Support Payment to cease.

'Significant Increase in Pre-existing Employment' means circumstances where the income received or hours worked (as relevant) by the Stream Participant from Pre-existing Employment increases:

- (a) after their commencement in jobactive;
- (b) from less than the level of income or hours described at the relevant item (a)-(g) of the definition of a Partial Outcome to the level of income or hours described at the relevant item (a)-(f) of the definition of a Full Outcome; and
- (c) as specified in any Guidelines or advised by the Department.

'Site' means the one or more physical locations, in the case of Employment Provider Services or NEIS Services, in an Employment Region specified in items 6.3 and 7.3 of Schedule 1, as relevant.

'Social Security Appeals Process' means reviews and appeals of decisions made under the *Social Security Act 1991* (Cth) or *Social Security (Administration) Act 1999* (Cth).

'Social Security Law' means the *Social Security Act 1991* (Cth), the *Social Security (Administration) Act 1999* (Cth), and includes all relevant subordinate legislation and the Guide to Social Security Law and instruments, each as amended from time to time.

'Source' means the act of identifying and securing a Work for the Dole Place by providing or arranging the same, and **'Sourced'** and **'Sources'** have an equivalent meaning.

'SPI Case Management Phase' means, unless otherwise directed by the Department, one of the following periods:

- (a) the Initial Interview to the beginning of an SPI Participant's initial SPI Work for the Dole Phase;
 - (b) from the end of an SPI Participant's initial SPI Work for the Dole Phase to the beginning of their second SPI Work for the Dole Phase; and
 - (c) each alternative six month period thereafter,
- of an SPI Participant's Period of Service.

'SPI Measure' means the 'Stronger Participation Incentives for Job Seekers under 30' measure announced in the 2014-2015 Budget as amended by the 'Streamlining Intensive Servicing for Young Job Seekers' measure announced in the Mid-Year Economic and Fiscal Outlook 2015-2016.

'SPI Participant' or **'Stronger Participation Incentives Participant'** means a Stream A (SPI) Participant or a Stream B (SPI) Participant.

‘SPI Work for the Dole Phase’ means any period during which an SPI Participant must participate in Work for the Dole activities or any other Activities, as specified in any Guidelines.

‘Star Rating’ means the relative measure of performance of the Provider for Employment Provider Services, calculated by the Department at its absolute discretion.

‘Stream’ means Services under Streams A, B or C.

‘Stream A’ means the grouping of Services specified as Stream A for Stream A Participants.

‘Stream A Case Management Phase’ means, unless otherwise directed by the Department, one of the following periods:

- (a) from the end of six months to the end of 12 months;
 - (b) from the end of 18 months to the end of 24 months; and
 - (c) each alternative six month period thereafter,
- of a Stream A (General) Participant’s Period of Service.

‘Stream A (General) Participant’ means a Stream A Participant who is not a Stream A (SPI) Participant.

‘Stream A Participant’ means a Fully Eligible Participant who is placed in Stream A by Services Australia or the Provider in accordance with this Deed, and includes a Stream A (SPI) Participant.

‘Stream A (SPI) Participant’ means a Stream A Participant who is identified as a Stream A (SPI) Participant in the Department’s IT Systems.

‘Stream A Work for the Dole Phase’ means, unless otherwise directed by the Department, one or all of the following periods:

- (a) from the end of 12 months until the end of 18 months;
 - (b) from the end of 24 months to the end of 30 months; and
 - (c) each alternative six month period thereafter,
- of a Stream A (General) Participant’s Period of Service.

‘Stream B’ means the grouping of Services specified as Stream B for Stream B Participants.

‘Stream B Case Management Phase’ means, unless otherwise directed by the Department, one of the following periods:

- (a) from the Initial Interview to the end of 12 months;
 - (b) from the end of 18 months to the end of 24 months; and
 - (c) each alternative six month period thereafter,
- of a Stream B (General) Participant’s Period of Service.

‘Stream B Work for the Dole Phase’ means, subject to clause 104.2 and any direction to the contrary by the Department, one or all of the following periods:

- (a) from the end of 12 months to the end of 18 months; and
 - (b) each alternative six month period thereafter,
- of a Stream B (General) Participant’s Period of Service.

‘Stream B (General) Participant’ means a Stream B Participant who is not a Stream B (SPI) Participant.

‘Stream B Participant’ means a Fully Eligible Participant who is placed in Stream B by Services Australia or the Provider in accordance with this Deed, and includes a Stream B (SPI) Participant.

‘Stream B (SPI) Participant’ means a Stream B Participant who is identified as a Stream B (SPI) Participant in the Department’s IT Systems.

‘Stream C’ means those Services specified as Stream C for Stream C Participants.

‘Stream C Case Management Phase’ means, unless otherwise directed by the Department, one of the following periods:

- (a) from the Initial Interview to the end of 12 months;
- (b) from the end of 18 months to the end of 24 months; and
- (c) each alternative six month period thereafter

of a Stream C Participant’s, Period of Service.

‘Stream C Participant’ means a Fully Eligible Participant who is placed in Stream C by Services Australia or the Provider in accordance with this Deed.

‘Stream C Work for the Dole Phase’ means, subject to clause 104.2 and any direction to the contrary by the Department, one or all of the following periods:

- (a) from the end of 12 months to the end of 18 months; and
- (b) each alternative six month period thereafter,

of a Stream C Participant’s Period of Service.

‘Stream Participant’ means a Fully Eligible Participant and a Volunteer.

‘Structural Adjustment Package’ means a package of services and support available to eligible Stream Participants as part of a labour or structural adjustment program announced by the Australian Government and included in any Guidelines.

‘Subcontract’ means any arrangement entered into by the Provider by 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.

‘Supervisor’ means a person who has the responsibility for the Supervision of Fully Eligible Participants engaged in an Activity.

‘Supervision’ means the action or process of directly monitoring and managing Fully Eligible Participants participating in Activities.

‘Surveillance Audit’ means an audit of the Provider undertaken by a Quality Auditor, to determine whether the Provider continues to adhere to the Quality Principles, in accordance with any Guidelines.

‘Surveillance Report’ means a complete and unedited report by a Quality Auditor, in accordance with any Guidelines, resulting from a Surveillance Audit.

‘Suspend’ or ‘Suspended’ means the act of imposing a Suspension.

‘Suspension’ means a period of time of that name, as recorded by either the Provider (in accordance with this Deed), the Department or Services Australia on the Department’s IT System, during which Administration Fees will not be triggered for payment and the requirement to provide Employment Provider Services to a Stream Participant is suspended in accordance with clause 92.

‘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.

‘Tendering Group’ 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.

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

‘Third Party Employment System’ or ‘TPES’ 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’ or ‘TPIT’ means any:

- (a) information technology system developed and managed; or
- (b) information technology service provided,

by a Third Party IT Vendor and used by the Provider or any Subcontractor in association with the delivery of the Services or to Access the Department’s IT Systems. ‘Third Party IT’ includes a Third Party Employment 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 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.

‘Time to Work Employment Service’ means the Commonwealth program of that name (or such other name as advised by the Department), administered by the Department.

‘Time to Work Participant’ means a person who is participating in the Time to Work Employment Service.

‘Time to Work Provider’ means any entity contracted by the Commonwealth to provide services for the Time to Work Employment Service.

‘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.

‘Transitioned Participant’ means a person identified as transitioned to the Provider by the Department’s IT Systems.

‘Transition Period’ means the period, if any, Notified by the Department to the Provider in accordance with clause 57.1.

‘Transition Plan’ means the plan prepared under the Time to Work Employment Service that identifies a Time to Work Participant’s post-release requirements for parole; reintegration and rehabilitation services; vocational education, employment and other activities; and support services.

‘Transition to Work Participant’ means a Participant who is participating in the Transition to Work Service.

‘Transition to Work Provider’ means any entity contracted by the Commonwealth to provide Transition to Work Services under the Transition to Work Deed 2016-2022.

‘Transition to Work Service’ 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 Stream Participant does not receive a personal income subsidy of any kind.

‘Unsuitable’ means that a position is, in accordance with any Guidelines:

- (a) a position, including a retail position, involving nudity or in the sex industry;
- (b) a position in volunteer work, work experience or unpaid work;
- (c) except in relation to wage rates, a position in contravention of Commonwealth, state or territory legislation or which involves terms and conditions of employment which are inconsistent with the relevant workplace relations laws, or any instrument made under such laws;
- (d) in relation to wage rates, a position sourced by the Provider where the wage rate paid is not at least equivalent to the rate specified in clause 91.3(a)(i) or (ii), as relevant;

- (e) a position in a training course;
- (f) a position in a program funded by the Commonwealth or by a state or territory government as advised by the Department;
- (g) in another country, regardless of whether the salary is paid in Australian dollars or by an Australian company;
- (h) a position involving illegal activity;
- (i) a position involving income or funds from gambling deemed to be inappropriate by the Department;
- (j) a position that pays a commission as either the entire remuneration or part of the remuneration, except where the commission being paid to the Participant is in addition to an amount which is paid to the Participant in accordance with any applicable Commonwealth, state or territory legislation and any applicable Modern Award or the National Minimum Wage; or
- (k) a position that the Department has advised is not acceptable.

‘Vacancy’ means a:

- (a) vacant position for:
 - (i) paid Employment with an Employer; or
 - (ii) Unsubsidised Self Employment;
 - (b) a position for Employment that:
 - (i) was a QSHW Vacancy;
 - (ii) is occupied by a QSHW Eligible Stream Participant that the Provider placed into the position; and
 - (iii) the Provider chooses to rely on to achieve an Employment Outcome in the future rather than any QSHW Outcome; or
 - (c) Pre-existing Employment,
- that is not Unsuitable.

‘Valid Reason’ means a valid reason as specified in any Guidelines.

‘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 Stream Participants with opportunities to gain personal and workplace skills that will directly improve their Employment prospects.

‘Volunteer’ means a person who is:

- (a) in receipt of Income Support Payments, but:
 - (i) does not have Mutual Obligation Requirements; or
 - (ii) is not a Disability Support Pension Recipient (Compulsory Requirements);
- (b) a full-time student seeking an apprenticeship or traineeship;
- (c) not in receipt of Income Support Payments and is not:

- (i) undertaking Full-Time Study, unless the purpose for seeking Services from the Provider is to obtain an apprenticeship or traineeship;
 - (ii) Employed for 15 hours or more each week;
 - (iii) an overseas visitor on a working holiday visa or an overseas student studying in Australia; or
 - (iv) prohibited by law from working in Australia; or
- (d) otherwise identified by the Department as being a Volunteer,
- and volunteers to participate in additional activities.

‘Volunteer Online Employment Services Trial’ means the Commonwealth initiative of that name (or such other name as advised by the Department from time to time), administered by the Department.

‘Volunteer Online Employment Services Trial Participant’ means a Volunteer who is identified in the Department's IT Systems as participating in the Volunteer Online Employment Services Trial.

‘Vulnerable Youth’ means a person who:

- (a) is aged 15 to 21 years;
- (b) is not Employed for more than 15 hours per week;
- (c) is not in Full-Time Study;
- (d) is not in receipt of Income Support Payments;
- (e) has at least one Serious Non-vocational Barrier; and
- (f) has a legal right to work in Australia.

‘Vulnerable Youth (Student)’ means a person who:

- (a) is aged 15 to 21 years;
- (b) is in Full-Time Study;
- (c) presents in crisis;
- (d) has at least one Serious Non-vocational Barrier; and
- (e) has a legal right to work in Australia.

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

‘Wage Subsidy Period’ means the payment period 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.

‘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.

‘Work Experience (Other) Placement’ means a short-term, observational, unpaid work experience placement that meets the eligibility requirements for a Work Experience (Other) Placement as specified under clause 109.1 and any Guidelines.

‘Work for the Dole’ means the Commonwealth program of that name designed to help job seekers gain the skills, experience and confidence that they need to move to work as soon as possible, while at the same time, making a positive contribution to their local community.

‘Work for the Dole Fees’ means the Fees set out in Table 2B in Annexure B2.

‘Work for the Dole Phase’ means the SPI Work for the Dole Phase, Stream A Work for the Dole Phase, Stream B Work for the Dole Phase and Stream C Work for the Dole Phase.

‘Work for the Dole Place’ means a place in Work for the Dole activities of a minimum of 15 hours per week duration and in accordance with any Guidelines in which a Fully Eligible Participant or DES Participant can participate.

‘Work for the Dole Place Fee’ means the Fee specified at clause 124A.2.

‘Working With Children Check’ means the process specified in, or pursuant to, relevant Working with Children Laws to screen a person 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) *Working with Children Act 2005* (Vic);
- (e) *Children’s Protection Act 1993* (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-like Experiences’ means experiences that involve Fully Eligible Participants in activities that provide them with experience similar to others in a workplace, and which should assist in preparing Fully Eligible Participants to take up employment.

‘Workshop’ means an ‘Exploring Being My Own Boss’ workshop or any other workshop specified by the Department to be a Workshop.

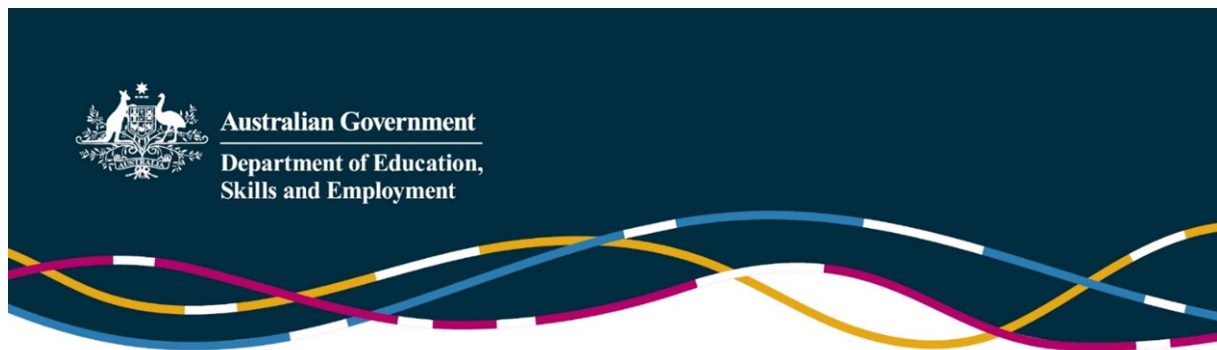
‘Workshop Provider’ means a NEIS Provider that is contracted by the Department to deliver Workshops (including the Provider where relevant).

‘Work Trial’ means a short period of paid employment on a trial or probation basis.

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

‘Youth Wage Subsidy’ means the Wage Subsidy of that name identified in any Guidelines.

Annexure A2 – Joint Charter of Deed Management



EMPLOYMENT SERVICES JOINT CHARTER OF DEED MANAGEMENT

The Department of Education, Skills and Employment ('the Department') and providers delivering services under this Deed (and all other employment services deeds with the Department) agree to conduct themselves in accordance with this Joint Charter of Deed Management.

A JOINT APPROACH FOR STRONGER EMPLOYMENT SERVICES

The Employment Services Joint Charter reflects our commitment to work together to ensure that employment services meet the needs of participants, employers, communities and the Australian Government.

Together, we are committed to maintaining the reputation and integrity of employment services, strengthening the employment services industry and working together to make sure services are managed and delivered effectively and provide value for money.

OUR COMMITMENTS

What providers can expect from the Department:	What the Department can expect from providers:
Respect and support	Respect
Openness and transparency	Collaboration
Integrity and accountability	
Continuous improvement	

What providers can expect from the Department

1 Respect and support

The Department will:

- respect providers' role, experience and expertise
- treat each provider with courtesy and consideration
- meet regularly with providers
- adhere to agreed communication protocols with providers
- respond to providers' queries, generally within 10 business days
- work with providers to resolve complaints, disputes or problems, and consider the perspective of all parties—including employers and participants—when developing resolutions
- support providers to implement program changes effectively
- maintain the National Customer Service Line
- maintain the Employer Hotline to facilitate connections between employers and providers.

2 Openness and transparency

The Department will:

- be transparent in our business dealings
- maintain honest and open communication
- provide consistent, accurate and timely advice
- maintain feedback mechanisms to support formal and informal feedback from providers
- consult providers wherever possible, generally through industry representatives—including on contract variations
- provide reasonable notice for providers to implement new or amended guidelines.

3 Integrity and accountability

The Department will:

- observe the Australian Public Service (APS) Code of Conduct and APS Values
- adhere to the Commonwealth Procurement Rules, including on principles of probity and ethical and fair dealings
- act honestly and in the best interests of the Government, the employment services industry, participants and the community
- be accountable for our decisions and actions
- support providers to comply with their deed requirements by:
 - streamlining and simplifying guidelines
 - providing timely feedback from contract monitoring and program assurance activities
- treat provider's information confidentially (subject to relevant deed provisions)
- exercise its rights under the deeds in good faith.

4 Continuous improvement

The Department will:

- work with the industry to promote better practice and innovation
- regularly review provider performance and deliver balanced and consistent feedback
- work with providers to help them meet the needs of employers and industry
- work with providers to reduce the administrative burden of managing and complying with deeds
- continually develop its contract management capability to make sure providers receive high quality support.

What the Department can expect from Providers

1 Respect

Providers will:

- respect the Department's role, experience and expertise
- treat participants, the Department, other providers, host organisations and industry stakeholders with courtesy and consideration
- respond to queries appropriately.

2 Collaboration

Providers will:

- develop and maintain effective relationships with the Department, employers, other providers, host organisations and industry stakeholders
- work with the Department to resolve complaints, disputes or problems, using the following informal dispute resolution process in the first instance (except for matters that are excluded under the relevant deeds):
 1. The provider initially discusses any issues or problems directly with a contract or account manager.
 2. If the dispute, complaint or problem can't be resolved, the provider requests that it be raised with the relevant state manager.
 3. If the above process does not resolve the issue, the National Contract Manager will attempt to facilitate a resolution.
 4. Any dispute or problem that cannot be resolved through this informal resolution process will be managed through the formal procedures set out in the relevant deed.

3 Integrity and accountability

Providers will:

- maintain high standards of professional conduct
- recognise and act on the Government's employment services policies
- implement program changes in a timely way
- maintain effective governance and control frameworks to provide assurance of the quality of services and compliance with relevant deeds
- act in accordance with the law and avoid any practice or activity which could bring employment services or the Department into disrepute
- manage feedback fairly, ethically and confidentially (subject to relevant deed provisions)
- make sure staff deliver accurate and consistent advice and information to participants, employers, host organisations and other stakeholders
- actively identify and manage risks.

4 Continuous Improvement

Providers will:

- work to increase outcomes for participants
- further develop service strategies that increase job outcomes for Indigenous participants
- develop tailored and effective services that meet employers' needs
- regularly review performance and work to address performance management issues
- encourage and foster innovative approaches and better practice
- support efforts to streamline activities without compromising the integrity of employment services
- maintain and strengthen the capability of staff.

PART B – EMPLOYMENT PROVIDER SERVICES

CHAPTER B1 – GENERAL EMPLOYMENT PROVIDER SERVICES

Section B1.1 – Application and allocation of Stream Participants to the Provider

72. Employment Provider Services

- 72.1 Subject to this Deed, the Provider must provide Employment Provider Services to all Stream Participants:
- (a) who are transitioned to, Referred to, Directly Register with or transfer to the Provider;
 - (b) in accordance with:
 - (i) this Part B;
 - (ii) the Stream, and the period or phase within each Stream, identified for them in the Department's IT Systems; and
 - (iii) their Job Plan; and
 - (c) for the duration of their Period of Registration, including while they are undertaking their Annual Activity Requirements.

73. Service Guarantees and Service Delivery Plan(s)

- 73.1 The Provider must:
- (a) conduct Employment Provider Services at or above the minimum standards in the Service Guarantees and in accordance with all representations made by the Provider with regards to Employment Provider Services, as specified in the Service Delivery Plan(s) and the Provider's tender response to the request for tender for this Deed;
 - (b) prominently display the Service Guarantees and Service Delivery Plan(s) in its offices and all Sites, and make these available to Stream Participants, potential Stream Participants and Employers; and
 - (c) upload the Service Delivery Plan(s) on the Provider's page of the jobactive Website.
- 73.2 The Provider must not make changes to the Service Delivery Plan(s) without the prior written agreement of the Department.

74. Engagement with other services in the community

- 74.1 In providing Employment Provider Services, the Provider must work cooperatively, and in accordance with any Guidelines, with other programs and services provided by the Commonwealth, state or territory governments, relevant local governments, and private and community services and stakeholders.

75. Volunteers

- 75.1 Subject to this Deed, the Provider must provide Services under Chapter B1 to each Volunteer, as if they were a Stream A (General) Participant and do so until they have received a total of six months of Employment Provider Services, including from any other Employment Provider.
- 75.2 Where a Volunteer transfers to the Provider under clause 82, the Provider must only provide Services to the Volunteer for the remainder of their six month Period of Service.
- 75.3 Subject to clause 95.7, the Provider must not provide Services under Chapter B1 to a Volunteer who:

- (a) has already received Services as a Volunteer for a total of six months, including from another Employment Provider;
- (b) returns to the Services as a Volunteer at 13 Consecutive Weeks or more after the date of Exit; or
- (c) is a Volunteer Online Employment Services Trial Participant.

76. Transition in

- 76.1 If directed by the Department, the Provider must provide Employment Provider Services to each Transitioned Participant in accordance with this Deed as a Stream Participant and subject to:
- (a) clause 76.2;
 - (b) Annexure B1;
 - (c) any Guidelines; and
 - (d) any directions given by the Department.
- 76.2 The Provider must Commence each Transitioned Participant in Employment Provider Services within 6 weeks of their Transition Date.
- 76.3 Where a Transitioned Participant is the subject of a Wage Subsidy or RATTUAI Payment on their Transition Date, the Provider must comply with clause 82.2.

77. Referrals

- 77.1 The Provider must only accept Referrals of Stream Participants made through the Department's IT Systems or directly by Services Australia.
- 77.2 Subject to this Deed, the Department's IT Systems will allow a flow of Referrals to the Provider within a 30 per cent tolerance of the Provider's Business Share within each Employment Region.

78. Direct Registration of Stream Participants without a Referral

- 78.1 Subject to clause 75.3, where a person presents to the Provider without a Referral, the Provider must confirm their eligibility for Direct Registration in accordance with any Guidelines, and if eligibility is confirmed, Directly Register and immediately provide Employment Provider Services to that Stream Participant in accordance with this Deed, including any Guidelines.

Volunteers

- 78.2 Subject to clause 78.4(c)(i)(A), the Provider must not Directly Register a Volunteer who presents to it without a Referral, and must instead immediately refer the Volunteer to Services Australia for referral to the Volunteer Online Employment Services Trial.

Vulnerable Youth and Vulnerable Youth (Student)

- 78.3 Where a Vulnerable Youth or Vulnerable Youth (Student) presents to the Provider without a Referral, and in the case of a Vulnerable Youth (Student), no appropriate local youth services are available, the Provider must:
- (a) immediately Directly Register them, conduct an Initial Interview, and provide them with Services under Stream C;

- (b) if they present in crisis, immediately provide, or refer them to relevant crisis assistance; and
- (c) within four weeks of the Direct Registration refer them to Services Australia to:
 - (i) determine their eligibility for Income Support Payments, regardless of whether the Provider expects them to be eligible for Income Support Payments; and
 - (ii) conduct an Assessment of them.

78.4 If the Assessment referred to in clause 78.3(c)(ii) determines that:

- (a) a Vulnerable Youth or Vulnerable Youth (Student) is eligible for Employment Provider Services under Stream C, the Provider must continue providing Services under Stream C to them as a Fully Eligible Participant for the remainder of their Period of Service;
- (b) a Vulnerable Youth (Student) is not eligible for Employment Provider Services under Stream C, the Provider must immediately Exit the Vulnerable Youth (Student);
- (c) a Vulnerable Youth:
 - (i) is not eligible for Services as a Fully Eligible Participant, the Provider must immediately Exit the Vulnerable Youth and refer the Vulnerable Youth to Services Australia;
 - (ii) is eligible for Services as a Fully Eligible Participant, the Provider must immediately provide Employment Provider Services to the Vulnerable Youth as a Fully Eligible Participant under the relevant Stream identified in the Assessment; or
 - (iii) should be referred to Disability Employment Services, the Provider must continue to provide Employment Provider Services to the Vulnerable Youth under Stream C until the Vulnerable Youth starts receiving Disability Employment Services.

Note: If the Assessment referred to in clause 78.3(c)(ii) does not occur within 90 days of a Stream Participant's Commencement, they will be Effectively Exited.

78.5 Notwithstanding any other clause in this Deed, when a Vulnerable Youth is moved into a Stream other than Stream C in accordance with clauses 78.4(c)(i) or 78.4(c)(ii):

- (a) the Payment Period and Period of Service in relation to that Vulnerable Youth are deemed to continue as if the Vulnerable Youth had Commenced in that Stream; and
- (b) the Provider will not be required to provide that Vulnerable Youth with an Initial Interview for a New Stream, but must still:
 - (i) explain the Employment Provider Services that the Provider will provide;
 - (ii) record the movement of the Vulnerable Youth in the Department's IT Systems in accordance with any Guidelines; and
 - (iii) update the Job Plan, if appropriate.

79. Change of Circumstances Reassessment

79.1 If, at any time, the individual circumstances of a Stream Participant change in a manner specified in any Guidelines, the Provider must, in accordance with any Guidelines, arrange for a Change of Circumstances Reassessment to be conducted:

- (a) subject to clause 79.1(b)(ii), by Services Australia, using a JSCL, for Fully Eligible Participants in Streams A or B, in the first six months of their servicing under jobactive by any Employment Provider, allowing for Suspensions, and Exits where clauses 95.3 and 95.4 apply;

- (b) by the Provider, using a JSCI, for all Stream Participants in Stream A and Stream B:
 - (i) not covered by clause 79.1(a); or
 - (ii) where the Change of Circumstances Reassessment is required by clause 114.8(b)(ii); and
 - (c) by the Provider, using a JSCI, or by Services Australia, using an ESAt/JCA, for Stream Participants in Stream C.
- 79.2 The Provider must have clear evidence of a change in circumstances from the relevant Stream Participant, in accordance with any Guidelines, before arranging a Change of Circumstances Reassessment to be conducted by Services Australia, or conducting a Change of Circumstances Reassessment itself.
- 79.3 Where the Provider conducts a Change of Circumstances Reassessment itself, the Provider must make a Record of the evidence or information referred to in clause 79.2 on the Department's IT Systems, in accordance with any Guidelines.
- 79.4 If the Provider breaches this clause 79, the Department may, at its absolute discretion, immediately:
- (a) take action under clause 52.2; or
 - (b) terminate this Deed under clause 56.
- 79.5 If:
- (a) a Change of Circumstances Reassessment indicates that a Fully Eligible Participant should be in a higher Stream; or
 - (b) the Provider receives notification in the Department's IT Systems that the Fully Eligible Participant should be in a higher Stream,
- the Provider must immediately commence the Fully Eligible Participant in the relevant Stream and provide Employment Provider Services to the Fully Eligible Participant accordingly.

80. Relocation of Stream Participant between Provider's Sites

- 80.1 Subject to clauses 123.4 and 123.6, if a Stream Participant moves to a new location and their new location is within a reasonable distance of a Site of the Provider, the Provider must continue to provide Employment Provider Services to them at no additional cost to the Department.

Note: Subject to clause 88.14, if a Stream Participant moves to a new location in accordance with clause 80.1, the transfer of any Fees or Employment Fund credits is an internal matter for the Provider.

81. Transfer of Stream Participants from the Provider

- 81.1 A Stream Participant may, at any time, be transferred from the Provider to another Employment Provider:
- (a) by Services Australia or the Department, where the Stream Participant moves to a new location that is not within a reasonable distance of a Site of the Provider;
 - (b) by the Department, where the Department is satisfied that:
 - (i) the Stream Participant will receive services that could better enhance their Employment prospects from the other Employment Provider; or
 - (ii) the Stream Participant and the Provider are unable to achieve or maintain a reasonable and constructive servicing relationship, as determined by the Department;

- (c) if the Department, the Provider, another Employment Provider and the Stream Participant agree to the transfer; or
- (d) by the Department, where:
 - (i) a Stream A Participant's Period of Registration exceeds 24 months; or
 - (ii) a Stream B Participant or Stream C Participant's Period of Registration exceeds 36 months; and
 - (iii) they remain unemployed,
 unless:
 - (iv) the Stream Participant achieves an Employment Outcome or an HTS jobactive Outcome, in which case the time under clause 81.1(d)(i) and (ii) runs from the date of the achievement of the Outcome; or
 - (v) there is no available Employment Provider in the relevant Employment Region for the Stream Participant to transfer to;
- (e) by the Department, where the Department reduces the Provider's Business Share in accordance with this Deed;
- (f) if initiated by the Stream Participant:
 - (i) directly with the Department and the Department is satisfied that the Stream Participant considers that they will receive services that could better enhance their Employment prospects from the other Employment Provider; or
 - (ii) through the Department's IT Systems and, subject to clause 81.1B and any Guidelines, the Provider does not oppose the transfer of the Stream Participant to the other Employment Provider within three Business Days following notification by the Department that the Stream Participant has initiated the transfer; or
- (g) by the Department, for any other reason.

81.1A A Stream Participant may, at any time, be transferred from the Provider to a NEST Provider or to the Contact Centre, as relevant:

- (a) by Services Australia or the Department, where the Stream Participant moves to a new location that is within a NEST Employment Region; or
- (b) by the Department, for any other reason at its sole discretion.

81.1B For the purpose of clause 81.1(f)(ii), the Provider may only oppose the transfer of the Stream Participant to another Employment Provider, in accordance with Guidelines or as otherwise approved by the Department in writing.

81.2 If a Stream Participant is transferred in accordance with clause 81, the Provider must, in accordance with any Guidelines:

- (a) immediately provide sufficient assistance and cooperation to any person nominated by the Department to facilitate the transfer;
- (b) comply with the Department's directions in relation to the transfer or destruction of Deed Material and Commonwealth Material in the Provider's possession or control, including that stored in External IT Systems; and
- (c) subject to clause 81.2(b), maintain all Records relating to the Stream Participant in accordance with clause 37.9.

- 81.3 Where a Stream Participant is the subject of a Wage Subsidy Agreement or an RATTUAI Agreement on the date of their transfer from the Provider, the Provider must, notwithstanding that the Stream Participant has Exited or is not part of the Provider's caseload:
- (a) remain a party to, and continue to comply with, the Wage Subsidy Agreement or RATTUAI Agreement, as relevant; and
 - (b) continue to comply with this Deed, including clause 89 in relation to the Wage Subsidy Agreement, or clause 90 in relation to the RATTUAI Agreement, as relevant,
- unless otherwise Notified by the Department.

82. Transfer of Stream Participants to the Provider

- 82.1 If a Stream Participant is transferred to the Provider for any reason, the Provider must, in accordance with any Guidelines:
- (a) immediately provide sufficient assistance and cooperation to any person nominated by the Department, to enable Employment Provider Services to be provided, or continue to be provided, to the Stream Participant;
 - (b) conduct an Initial Interview with the Stream Participant in accordance with clause 85;
 - (c) immediately provide Employment Provider Services to the Stream Participant in accordance with this Deed; and
 - (d) comply with the Department's directions in relation to the transfer of Material and Stream Participants.
- 82.2 Where a Stream Participant is the subject of a Wage Subsidy Agreement or an RATTUAI Agreement on the date of their transfer to the Provider, the Provider must, if Notified by the Department:
- (a) notwithstanding that the Stream Participant has Exited or is not part of the Provider's caseload, use its best endeavours to enter into a Wage Subsidy Agreement or a RATTUAI Agreement, as relevant, with the Wage Subsidy Employer or the Stream Participant, as relevant, for a period as advised by the Department;
 - (b) advise the Department if it is unable to enter into a Wage Subsidy Agreement or RATTUAI Agreement, as relevant; and
 - (c) comply with any direction by the Department in relation to the Stream Participant.

Notes to clauses 81 and 82

Note 1: If a Stream Participant is transferred to or from the Provider:

- (a) clause 88.14 describes how adjustments are made to the Employment Fund;
- (b) clauses 123.3 and 123.4 describe how adjustments are made to Administration Fees; and
- (c) during a 4 Week Period, 12 Week Period or 26 Week Period, or an HTS 4 Week Period, HTS 12 Week Period or HTS 26 Week Period, clause 125 describes the situation with regards to eligibility to claim an Outcome Payment.

Note 2: The Department will adjust the Business Share of the Provider under clause 20.1 after each quarter during the Term of this Deed to account for transfers of Stream Participants to or from the Provider pursuant to clause 81.1(d).

- 82.2A Except for an Activity Host Agreement for a Work for the Dole activity, where a Stream Participant is the subject of an Activity Host Organisation Agreement on the date of their transfer from another Employment Provider to the Provider, the Provider must:
- (a) use its best endeavours to:
 - (i) novate the relevant Activity Host Organisation Agreement to it;

- (ii) enter into a new Activity Host Organisation Agreement with the relevant Activity Host Organisation on the same terms as the current Activity Host Organisation Agreement; or
- (iii) if the other Employment Provider provides the Activity itself, enter into an Activity Host Organisation Agreement with the other Employment Provider;
- (b) advise the Department if it is unable to novate the relevant Activity Host Organisation Agreement or enter into an Activity Host Organisation Agreement within 10 Business Days of becoming aware of this inability; and
- (c) comply with any direction by the Department in relation to the Stream Participant.

Transition to Work Participants

82.3 Where the Provider is advised by the relevant Transition to Work Provider that a Transition to Work Participant is exiting the Transition to Work Service and moving to jobactive, the Provider must, in accordance with any Guidelines:

- (a) cooperate, as required, with the Transition to Work Provider to help the Transition to Work Participant to move back into Employment Provider Services;
- (b) participate in a meeting with the Transition to Work Participant and the Transition to Work Provider to prepare the Transition to Work Participant for their commencement of servicing under jobactive, including, amongst other things, advising the Transition to Work Participant of their Mutual Obligation Requirements (if relevant) and determining appropriate activities for the Transition to Work Participant to participate in during the Work for the Dole Phase, so as to meet their Mutual Obligation Requirements (if relevant); and
- (c) where relevant, conduct an Initial Interview with the Transition to Work Participant and the Transition to Work Provider in accordance with clause 85 in the Transition to Work Participant's final week of their participation in the Transition to Work Service.

Time to Work Participants

82.4 Where the Provider is advised by a Time to Work Provider that a Time to Work Participant is exiting the Time to Work Employment Service and moving to jobactive, the Provider must:

- (a) cooperate with the Time to Work Provider to help the Time to Work Participant move into Employment Provider Services; and
- (b) during the three week period preceding the Time to Work Participant's release from prison, participate in a facilitated transfer meeting with the Time to Work Participant and the Time to Work Provider to prepare the Time to Work Participant for their commencement of servicing under jobactive.

83. Appointments with Stream Participants

83.1 Unless otherwise agreed with the Department, the Provider must ensure that the Electronic Calendar has, at all times, capacity to receive an Appointment within the next two Business Days.

83.2 Where:

- (a) a Stream Participant Directly Registers with the Provider; or
- (b) the Provider or Stream Participant needs to reschedule an Appointment,

the Provider must make an Appointment with the Stream Participant at the next available opportunity.

- 83.3 Where a Stream Participant has an Appointment with the Provider, the Provider must, in accordance with this Deed including any Guidelines:
- (a) provide the Stream Participant with a Contact on the date and at the time of the Appointment as recorded in the Electronic Calendar; and
 - (b) record the Stream Participant's attendance at the Appointment in the Electronic Calendar by close of business on the day that the Appointment is scheduled to occur.

83A. Recording Engagements in the Electronic Calendar

- 83A.1 Clause 83A.2 applies to any:
- (a) Fully Eligible Participant (Mutual Obligation); and
 - (b) other Stream Participant as specified in any Guidelines.
- 83A.2 Subject to clause 83A.1, the Provider must, in accordance with the requirements of the Department's IT Systems and any Guidelines, record in each Participant's Electronic Calendar details of all:
- (a) Mutual Obligation Requirements; and
 - (b) other:
 - (i) Contacts;
 - (ii) Activities;
 - (iii) job interviews;
 - (iv) Employment, if the hours are regular and can reasonably be scheduled by the Provider;
 - (v) Education and training;
 - (vi) drug and/or alcohol treatment;
 - (vii) workshops, training and other activities delivered by the Provider to Stream Participants; and/or
 - (viii) third party appointments,in which the Stream Participant is engaged to participate.

Note: The Provider must also monitor and record each Fully Eligible Participant (Mutual Obligation)'s participation against their Mutual Obligation Requirements, and respond to any non-compliance by a Participant with their Mutual Obligation Requirements, in accordance with Chapter B3 Targeted Compliance Framework and Activities.

- 83A.3 When recording an Engagement, the Provider must also:
- (a) notify the Participant, in the manner required by the Department's IT Systems, of:
 - (i) the dates and times recorded by the Provider for the Engagement; and
 - (ii) if it is the first time that the Participant will participate in an Engagement of that kind, the evidence required (if any) to confirm their participation in the Engagement; and
 - (b) if the Engagement forms a part of a Fully Eligible Participant (Mutual Obligation)'s Mutual Obligation Requirements:

- (i) notify the Participant, in the manner required by the Department's IT Systems, of whether the Engagement is:
 - (A) compulsory;
 - (B) a voluntary activity that contributes to the Participant's Annual Activity Requirement; or
 - (C) a Reconnection Requirement; and
- (ii) ensure that the Participant understands how to meet the Mutual Obligation Requirement and the consequences for failing to meet the Mutual Obligation Requirement.

Engagements conflicting with Personal Events

- 83A.4 Where the Provider is considering recording an Engagement in a Participant's Electronic Calendar with the Engagement scheduled to occur at a Personal Event Time, the Provider must, in accordance with any Guidelines:
- (a) if the Engagement is not a Mutual Obligation Requirement, record the Engagement so that it is not scheduled to occur at the Personal Event Time; or
 - (b) if the Engagement is a Mutual Obligation Requirement:
 - (i) advise the Participant that, even though the Participant has recorded a Personal Event, the Provider may still record the Mutual Obligation Requirement so that it is scheduled to occur at the Personal Event Time;
 - (ii) discuss with the Participant whether it is appropriate to so record the Mutual Obligation Requirement, including whether the Participant has sufficient notice, and is able, to make other arrangements for the Personal Event; and
 - (iii) record the Mutual Obligation Requirement so that it is scheduled to occur at:
 - (A) the Personal Event Time if the Provider assesses that it is appropriate to do so, record the Provider's reasons for this assessment, and manage the conflicting events in the Electronic Calendar; or
 - (B) a time that is not the Personal Event Time.

Section B1.2 – Contacts

84. Contacts

- 84.1 The Provider must provide each Stream Participant with the following Contacts in accordance with this Deed including any Guidelines:
- (a) an Initial Interview on the date of the relevant Appointment in the Provider's Electronic Calendar, or as subsequently arranged between them and the Provider;
 - (b) for SPI Participants, one Contact each month to discuss Job Searches they have undertaken in the previous month and to identify jobs that they can be referred to;
 - (c) for Transition to Work Participants, participate in a preparation meeting in accordance with clause 82.3(b);
 - (d) for Time to Work Participants, participate in a facilitated transfer meeting in accordance with clause 82.4(b);
 - (e) for each Fully Eligible Participant (Mutual Obligation):
 - (i) Capability Interviews;

- (ii) any Contact that is a Reconnection Requirement; and
- (iii) any other Contacts required in accordance with Chapter B3.1; and
- (f) any other Contacts:
 - (i) as outlined in the Provider's Service Delivery Plan and its tender response to the request for tender for this Deed; and
 - (ii) as otherwise required to ensure the Stream Participant satisfies the requirements of their Job Plan.

84.2 The Provider must, in accordance with any Guidelines, ensure that:

- (a) each Contact is appropriately tailored to meet the circumstances of the individual Stream Participant; and
- (b) the result of the Contact is recorded in the Department's IT Systems.

85. Initial Interviews

85.1 The Provider must, during the Initial Interview for each Stream Participant:

- (a) confirm the Stream Participant's identity;
- (b) explain the Employment Provider Services that the Provider will provide to them;
- (c) identify their strengths and any issues they may have relating to finding Employment;
- (d) for Fully Eligible Participants (Mutual Obligation), explain their rights and obligations under the Social Security Law and the consequences of not meeting their Mutual Obligation Requirements;
- (e) for Disability Support Pension Recipients (Compulsory Requirements), explain their rights and obligations under the Social Security Law and the consequences of not participating in accordance with their Job Plan;
- (f) prepare or update a Job Plan for them;
- (g) provide them with details of the current National Minimum Wage, the Fair Work Ombudsman website (including the Pay and Conditions Tool) and contact details for the Fair Work Ombudsman; and
- (h) otherwise comply with any Guidelines.

85.2 In addition to the requirements set out in clause 85.1, the Provider must:

- (a) at the Initial Interview; or
 - (b) in the case of a Stream B (General) Participant and Stream C Participant, at such times as is deemed appropriate by the Provider based on the person's individual needs,
- for each Stream Participant:
- (c) canvass with them the jobs that Employers have available in the local labour market;
 - (d) refer them to suitable Vacancies in accordance with clause 91; and
 - (e) provide Self-help Facilities in accordance with clause 86.1.

85.3 Reserved.

85.4 The Provider must ensure that each Initial Interview is delivered face to face, unless there are Exceptional Circumstances, or the Department agrees otherwise in writing.

Section B1.3 – Self-help Support for Stream Participants

86. Self-help Facilities

86.1 In accordance with Chapter 2, the Provider:

- (a) must make available at each of its Sites, and provide advice on how to use, Self-help Facilities so as to enable each Stream Participant to:
 - (i) access self-help tools made available by the Department or as otherwise identified by the Stream Participant or the Provider; and
 - (ii) undertake active and ongoing job searching;
- (b) must provide to each Stream Participant:
 - (i) access to suitable Vacancies;
 - (ii) advice about the best ways to look for and find work;
 - (iii) advice about local, regional, or national employment opportunities;
 - (iv) assistance, as required, to apply for jobs;
 - (v) access to free Wi-Fi facilities at each Site; and
 - (vi) information about skill shortage areas; and
- (c) where appropriate, assist Stream Participants to prepare a résumé and load the completed résumé onto the Department's IT Systems.

86.2 The Provider must establish and implement controls to ensure the appropriate use of Self-help Facilities by Stream Participants, including with regard to the Cybersafety Policy.

Section B1.4 – Job Plans

87. General requirements for a Job Plan

- 87.1 The Provider must ensure that, at all times, each Stream Participant has a current and up to date Job Plan.
- 87.2 In addition to the Provider's obligations under clause 118 in relation to the Social Security Law, the Provider must ensure that the relevant Delegate complies with the rules set out in any Guidelines when entering into or updating a Job Plan.
- 87.3 The Provider must provide the Stream Participant with the assistance, and arrange and monitor the activities, specified in the Participant's Job Plan.

Entering into a Job Plan

87.4 Subject to clause 87.5, if, at their Initial Interview:

- (a) a Stream Participant does not have a Job Plan; or
- (b) in any case, they have transferred to the Provider from another Employment Provider, a NEST Provider, the Contact Centre, Online Employment Services, or the Volunteer Online Employment Services Trial,

the Provider must:

- (c) ensure that a Delegate creates, enters into and approves a new Job Plan with the Stream Participant; and
- (d) explains the Job Plan to the Stream Participant, in accordance with any Guidelines.

ParentsNext Participants

87.5 The Provider must not enter into or update a Job Plan for a ParentsNext Participant.

Contents of a Job Plan

87.6 Subject to clause 87.5, the Provider must ensure that the Job Plan for each Stream Participant:

- (a) contains the terms with which the Stream Participant must comply in order to satisfy their Mutual Obligation Requirements (including their Annual Activity Requirement) (if any), including:
 - (i) the Stream Participant's Job Search Requirements;
 - (ii) the Activities that the Stream Participant must participate in to meet their Annual Activity Requirement; and
 - (iii) the Stream Participant's personal responsibility for self-reporting participation against their Mutual Obligation Requirements, unless the Provider has assessed that the Stream Participant is not capable of self-reporting in accordance with clause 106A.1(a);
- (b) contains the details of any vocational and non-vocational activities that are specifically tailored to address the Stream Participant's individual needs or Partial Capacity to Work (if relevant), and that are designed to help them overcome any Vocational Barriers and Non-Vocational Barriers having regard to the particular Employment Provider Services the Stream Participant is receiving;
- (c) where the Stream Participant has participated in the Time to Work Employment Service, takes into account any current Transition Plan identified in the Department's IT Systems;
- (d) is updated to include details of additional voluntary activities, if they:
 - (i) are subject to an Exemption or fully meeting their Mutual Obligation Requirements (if any); and
 - (ii) volunteer to participate in additional activities;
- (e) is updated, within the timeframe specified in any Guidelines, when any event occurs that results in the need to change the Stream Participant's Mutual Obligation Requirements or servicing (including to take into account the outcome of any Capability Interview or Capability Assessment); and
- (f) is in a form approved by the Department and specifies all information required by any Guidelines.

87.7 Subject to passage of the *Social Services Legislation Amendment (Drug Testing Trial) Bill 2019* (Cth), where a Stream Participant is a Drug Test Trial Participant, the Provider must:

- (a) as relevant, enter into or update the Stream Participant's Job Plan so as to include a compulsory requirement relating to undertaking Drug Treatment; and
- (b) assist the Stream Participant to participate in Drug Treatment in accordance with any Guidelines.

Section B1.5 – Employment Fund

READER'S GUIDE

- The General Account is a flexible pool of funds held by the Department which may be accessed by Employment Providers for Reimbursement of purchases of goods or services which genuinely assist Stream Participants to build experience and skills to get a job. It must also be used by Employment Providers for Reimbursement of a Restart Wage Subsidy, Youth Wage Subsidy, Parent Wage Subsidy or Long Term Unemployed & Indigenous Wage Subsidy where the relevant Wage Subsidy Agreement was entered into on or after 2 January 2019.
- Youth Bonus Wage Subsidies are not Reimbursed out of the General Account.

88. Employment Fund

- 88.1 Subject to this clause 88, the Provider may seek Reimbursements from the Employment Fund only in relation to Stream Participants and only in accordance with any Guidelines.
- 88.2 Each claim for Reimbursement must be rendered by the Provider to the Department:
- (a) for a Reimbursement from the General Account, no more than 56 days after the relevant purchase has been made by the Provider or as otherwise specified in any Guidelines; or
 - (b) for a Reimbursement of a Wage Subsidy from the General Account, no more than 56 days after the end of the relevant Wage Subsidy Placement or as otherwise specified in any Guidelines.

Note: For Youth Bonus Wage Subsidies, the timeframe requirement for rendering claims for Reimbursement is set out in clause 89.5.

- 88.3 The Provider may purchase goods and services for Stream Participants in advance in accordance with any Guidelines, and where it claims a Reimbursement in relation to such goods and services, the Provider must, where required by any Guidelines, record the details of each Stream Participant that was assisted by such a purchase in the Department's IT Systems.
- 88.4 If, in the Department's view, the Provider has claimed Reimbursement from the Employment Fund in a manner which is inconsistent with this clause 88, the Department may, in addition to any other action available under this Deed, take the action described in clause 88.7(a).
- 88.5 The Department may advise the Provider of persons other than Stream Participants in relation to which the Employment Fund may be used, and where the Department so advises, this clause 88 will apply to those persons as if they were Stream Participants.
- 88.6 The Department may direct the Provider to deliver specific additional services to support the local labour market, for which an agreed Employment Fund credit or funding will be made available in accordance with the Guidelines, and for which amounts may be quarantined or reserved in accordance with clause 88.7(b).
- 88.7 The Department may, at any time:
- (a) impose limits upon the Provider's access to the Employment Fund; and
 - (b) determine that amounts within the Employment Fund are to be quarantined or reserved for particular purposes and, where such amounts have been so quarantined or reserved, the Provider must not seek Reimbursement for a purpose other than that for which the amounts have been quarantined or reserved.
- 88.8 The Provider must not represent notional credits allocated to it in the Employment Fund in its financial accounts.

The General Account

- 88.9 Subject to clauses 88.10 to 88.14, the Employment Fund will be credited:
- (a) once, in the amounts and at the times specified in Table 3 of Annexure B2; and
 - (b) once again, in the amounts specified in Table 3 of Annexure B2, on the Commencement of each Stream Participant in any higher Stream,
- during their Period of Unemployment.
- 88.10 The Provider may only seek Reimbursements from the General Account in accordance with the credits available to them as specified in the Department's IT System at the time of the Provider's claim.
- 88.11 Subject to any Guidelines, the Employment Fund will be credited in accordance with clause 88.9 for each NEST Participant who, upon being transferred from the New Employment Services Trial to the Provider, Commences as a Stream Participant.
- 88.12 Subject to any Guidelines, the Employment Fund will be credited in accordance with clause 88.9 for each Online Employment Services Participant and Volunteer Online Employment Services Trial Participant who, upon being transferred from Online Employment Services or the Volunteer Online Employment Services Trial to the Provider, Commences as a Stream Participant.
- 88.13 For each Transitioned Participant, the Employment Fund will be credited in accordance with Annexure B1 (and not in accordance with clause 88.9), on the Transitioned Participant's Commencement in accordance with clause 76.2.

88.14 Where a Stream Participant transfers from the Provider:

- (a) in accordance with clauses 81.1(a), 81.1(b), 81.1(c) and 81.1(f), the transfer of any General Account credits will be a matter for the Provider to negotiate with the other Employment Provider;
- (b) at the Department's direction in accordance with clause 81.1(d), 50 per cent of the General Account credit made available to the Provider in respect of the Stream Participant (as per Table 3 of Annexure B2 for their current Stream), will be transferred to or from the Provider in accordance with any Guidelines;

Note: The Provider's General Account may go into a negative balance as a result of these transfers.

- (c) in accordance with clauses 81.1(e), 81.1(g), 101.3(c)(iii) or 101.3(d)(iii), the Department will transfer any remaining General Account credits from the Provider to another Employment Provider taking into account the Stream Participant's Stream and the proportion of the Provider's caseload being transferred; and
- (d) in accordance with clause 81.1A, the Provider is not required to transfer General Account credits to the NEST Provider.

88.15 Subject to clauses 88.15A and 88.16, the Provider may transfer amounts credited at one Site to another Site regardless of the Employment Region.

88.15A The Provider must not transfer amounts credited within:

- (a) a jobactive Employment Region to a NEST Employment Region; or
- (b) a NEST Employment Region to a jobactive Employment Region.

88.16 The Department may, at any time:

- (a) increase or reduce the amounts credited to the Employment Fund; or
- (b) place limits on or restrict the Provider's ability to transfer amounts credited to the Employment Fund between its Sites.

89. Wage Subsidies

Note: Clause 89 applies to both Wage Subsidies Reimbursed from the General Account and Youth Bonus Wage Subsidies.

- 89.1 The Provider must offer, manage, deal with enquiries, and report on Wage Subsidies, in accordance with any Guidelines.
- 89.2 Subject to any contrary provision specified in any Guidelines, the Provider must only pay a Wage Subsidy to a Wage Subsidy Employer with respect to a Wage Subsidy Participant if the Provider has, for each Wage Subsidy Period, first:
- (a) confirmed that:
 - (i) the Stream Participant is a Wage Subsidy Participant; and
 - (ii) the relevant Employment position is a Wage Subsidy Placement;
 - (b) entered into a Wage Subsidy Agreement with the relevant Wage Subsidy Employer;
 - (c) received from the relevant Wage Subsidy Employer, Documentary Evidence of the Wage Subsidy Participant's Employment for each relevant Wage Subsidy Period; and
 - (d) confirmed that the Wage Subsidy Employer is compliant with the Wage Subsidy Agreement,
- and done so in accordance with any Guidelines.
- 89.3 Subject to any contrary provision specified in any Guidelines, the Provider must ensure that each payment of a Wage Subsidy is:
- (a) paid from the Provider's own funds;
 - (b) paid to the relevant Wage Subsidy Employer only once for each Wage Subsidy Participant;
 - (c) paid for the relevant Wage Subsidy Period and in the instalment amount as specified in any Guidelines; and
 - (d) otherwise paid in accordance with any Guidelines.

Reimbursement

- 89.4 Once the Provider has properly paid a Wage Subsidy in accordance with clause 89.2 and 89.3, 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 89 and any Guidelines; and
 - (b) for Wage Subsidies Reimbursed from the General Account, also in accordance with clause 88.
- 89.5 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 from the General Account, the timeframe requirement for rendering claims for Reimbursement is set out in clause 88.2(b).
- 89.6 The Department will Reimburse the Provider for each Wage Subsidy that has been:
- (a) paid by the Provider in accordance with this clause 89;
 - (b) properly claimed by the Provider in accordance with this clause 89 and any Guidelines; and

- (c) for Wage Subsidies Reimbursed from the General Account, also properly claimed by the Provider in accordance with clause 88.

89.7 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 make a claim for Reimbursement:

- (a) in accordance with this clause 89 and any Guidelines; and
- (b) for Wage Subsidies Reimbursed from the General Account, also in accordance with clause 88.

Section B1.6 – Employment incentives

90. Relocation Assistance to Take Up a Job (RATTUAJ)

- 90.1 The Provider must offer, manage, deal with enquiries and report on RATTUAJ Payments, in accordance with any Guidelines.
- 90.2 The Provider must only pay a RATTUAJ Payment if the Provider has first, in accordance with any Guidelines:
 - (a) correctly confirmed that:
 - (i) the person is a RATTUAJ Participant;
 - (ii) the relevant Employment position is a RATTUAJ Placement; and
 - (iii) the proposed address to which the RATTUAJ Participant is relocating is eligible for a RATTUAJ Payment at the amount of the proposed payment;
 - (b) received from the relevant RATTUAJ Participant, Documentary Evidence to support their entitlement to a RATTUAJ Payment at the amount of the proposed payment;
 - (c) entered into a RATTUAJ Agreement with the RATTUAJ Participant; and
 - (d) confirmed that the RATTUAJ Participant is compliant with the RATTUAJ Agreement.
- 90.3 The Provider must ensure that each RATTUAJ Payment is paid in full from the Provider's own funds, and otherwise paid in accordance with the requirements specified in any Guidelines.
- 90.4 The Provider must end each RATTUAJ Agreement in the circumstances and in the manner specified in any Guidelines.

Reimbursement

- 90.5 Once the Provider has properly paid a RATTUAJ Payment in accordance with this clause 90, the Provider may submit a claim for Reimbursement through the Department's IT Systems for no more than the same amount as that RATTUAJ Payment, but must only do so in accordance with any Guidelines.
- 90.6 The Department will Reimburse the Provider for each RATTUAJ Payment that the Provider makes in accordance with this Deed and properly made claims under clause 90.5.

90A. Seasonal Work Incentives for Job Seekers Trial

READER'S GUIDE

The Seasonal Work Incentives for Job Seekers Trial is a two-year trial commencing on 1 July 2017 and ending on 30 June 2019 in which QSHW Eligible Stream Participants can participate in QSHW and earn an extra \$5,000 each year without affecting their Income Support Payments and access a Seasonal Work Living Away and Travel Allowance of up to \$300 each year, where the QSHW is more than 120 km from their

home. The Seasonal Work Living Away and Travel Allowance is paid by the Department to the Provider and the Provider pays this allowance to relevant QSHW Eligible Stream Participants.

Clause 91 applies to QSHW Vacancies in the same way that it applies to other types of Vacancies. Clause 90A imposes additional requirements regarding QSHW Vacancies.

The Provider must lodge every QSHW Vacancy that it obtains on the Department's IT Systems, and, when recording the QSHW Vacancy in the Department's IT Systems, select the Vacancy type 'Qualifying Seasonal Horticultural Work' if they want to claim the \$100 Provider Seasonal Work Incentive Payment. Subject to the requirements of clauses 125.10 and 125.12, the Provider may claim the \$100 Provider Seasonal Work Incentive Payment for each week (up to a maximum of 6 weeks) that a QSHW Eligible Stream Participant is in a QSHW Placement and satisfies the requirements for a QSHW Outcome.

Where a QSHW Eligible Stream Participant in a QSHW Placement obtains ongoing Employment in that position, the Provider may choose to record the position as a new Vacancy in accordance with clause 91. The usual requirements regarding Employment Outcomes will then apply to that position and the Provider will no longer be able to claim the Provider Seasonal Work Incentive Payment for it.

- 90A.1 The Provider must deal with enquiries, manage and report on the Seasonal Work Incentives for Job Seekers Trial, in accordance with any Guidelines.
- 90A.2 In accordance with any Guidelines, the Provider:
 - (a) must ensure that, before they refer any Stream Participant for a QSHW Vacancy, the Stream Participant:
 - (i) is QSHW Eligible;
 - (ii) has appropriate skills for the QSHW Vacancy;
 - (iii) is willing to do that work for at least 6 weeks; and
 - (iv) has been provided with details of the QSHW Employer and QSHW Vacancy so that the Stream Participant can gain an understanding of the type and volume of work that they would be doing if placed in the QSHW Vacancy;
 - (b) must record each QSHW Placement Start Date in the Department's IT Systems within 56 days after the QSHW Placement Start Date;
 - (c) where a QSHW Eligible Stream Participant is identified on the Department's IT Systems on the relevant QSHW Placement Start Date as having a disability and a Partial Capacity to Work, must ensure that the Stream Participant is not required to work more than the maximum number of hours per week in the range as assessed by Services Australia through an ESAt or JCA; and
 - (d) must retain Documentary Evidence relating to each QSHW Placement.

Seasonal Work Living Away and Travel Allowance

- 90A.3 Up until 30 June 2020, the Provider must, in accordance with any Guidelines, pay the Seasonal Work Living Away and Travel Allowance to any QSHW Eligible Stream Participant placed by the Provider into a QSHW Vacancy where the relevant QSHW is more than 120km away from the Stream Participant's residence.

Section B1.7 – Vacancy management

91. Vacancy management

- 91.1 The Provider must engage and work with Employers to understand their needs and identify job opportunities.
- 91.2 The Provider must, in accordance with any Guidelines, lodge every Vacancy that it creates or obtains on the Department's IT Systems.

Note: The Provider may lodge more than one similar vacant position with the same Employer as a Vacancy, on the Department's IT Systems.

- 91.3 The Provider must:
- (a) where a position for paid Employment is sourced by the Provider, ensure that the position is paid at a rate at least equivalent to:
 - (i) the minimum rate prescribed in any Modern Award that covers or applies to the position; or
 - (ii) if no Modern Award covers or applies to the position, the National Minimum Wage,before lodging the position as a Vacancy;
 - (b) not lodge an Unsuitable position as a Vacancy; and
 - (c) ensure that the details of each Vacancy lodged on the Department's IT Systems are complete, up to date, and comply with any conditions of use specified in any Guidelines.

Note 1: For the avoidance of doubt, the Provider is not required to:

- (a) comply with clause 91.3(a) in relation to Unsubsidised Self Employment, Pre-existing Employment or any position sourced by a Participant themselves;
- (b) for clause 91.3(a), ensure that the relevant position is paid in accordance with any applicable Enterprise Agreement; or
- (c) verify that the Employment was paid in accordance with any applicable Enterprise Agreement, Modern Award or the National Minimum Wage at the point of claiming a related Outcome.

- 91.4 The Provider must, in accordance with any Guidelines:
- (a) refer suitable Stream Participants to Employers with Vacancies;
 - (b) advise Fully Eligible Participants (Mutual Obligation) that they are required to take any suitable job and of the consequences of failing to do so;
 - (c) encourage Stream Participants to consider job opportunities outside of their local area; and
 - (d) record the Job Seeker Placement Start Date in the Department's IT Systems:
 - (i) within 56 days of each Stream Participant commencing in:
 - (A) Employment, where the Stream Participant is successful in gaining Employment; or
 - (B) Unsubsidised Self Employment,as relevant; or
 - (ii) for a Stream Participant who satisfies the requirements of clause 125.1(c) or (e), within 56 days of the date of the relevant significant increase, or as otherwise specified in any Guidelines or advised by the Department.

Note: The Provider can only claim Outcome Payments in relation to referrals of Stream Participants from its own caseload.

Section B1.8 – Participant Suspension and Exit from Employment Provider Services

92. Effect of Suspensions

- 92.1 Where a Stream Participant is Suspended, the Stream Participant's Period of Unemployment continues but the Stream Participant's:
- (a) current Period of Service;
 - (b) current Period of Registration; and
 - (c) Payment Period (if still current);
- are halted and recommences when the Suspension ends.

93. Suspensions

Fully Eligible Participants

- 93.1 The Provider agrees that a Fully Eligible Participant is Suspended if:
- (a) Services Australia notifies the Provider that a Fully Eligible Participant:
 - (i) has an Exemption;
 - (ii) who has part-time Mutual Obligation Requirements, is fully meeting these requirements; or
 - (iii) who is aged 55 years or over, and has Mutual Obligation Requirements, is meeting those requirements; or
 - (b) the Fully Eligible Participant:
 - (i) has a temporary reduced work capacity of less than 15 hours per week; or
 - (ii) is identified as a PCW Participant who has a current and future work capacity of less than 15 hours per week.
- 93.2 The Provider agrees that a Fully Eligible Participant will remain Suspended until, as relevant:
- (a) Services Australia notifies the Provider that their Exemption has reached its end date;
 - (b) the Provider identifies, or is notified by Services Australia, that the Fully Eligible Participant has:
 - (i) ceased to fully meet his or her Mutual Obligation Requirements; or
 - (ii) volunteered to participate in additional activities in accordance with clause 93.4;
 - (c) the period of temporary reduced work capacity specified in the Fully Eligible Participant's ESAt or JCA as recorded in the Department's IT Systems ends; or
 - (d) the Fully Eligible Participant Exits in accordance with clause 95 or 96.
- 93.3 If the Provider identifies, or is notified by Services Australia, that a Fully Eligible Participant who is Suspended under this clause 93 has ceased to fully meet his or her Mutual Obligation Requirements:
- (a) the Provider must:
 - (i) update the Fully Eligible Participant's Job Plan as appropriate; and
 - (ii) provide Employment Provider Services to the Fully Eligible Participant, in accordance with his or her updated Job Plan and his or her current Stream; and
 - (b) the Fully Eligible Participant's Payment Period, Period of Registration and current Period of Service resume from the date that the Provider or Services Australia records on the Department's IT Systems that the Fully Eligible Participant has ceased to fully meet his or her Mutual Obligation Requirements.

- 93.4 If the Provider identifies, or is notified by Services Australia, that a Fully Eligible Participant who is Suspended under clause 93.1 has decided to volunteer to participate in additional activities, the Provider must:
- (a) agree with the Fully Eligible Participant on what voluntary activities he or she will participate in;
 - (b) update the Fully Eligible Participant's Job Plan as appropriate;
 - (c) record on the Department's IT Systems that the Fully Eligible Participant is participating as a Fully Eligible Participant (Voluntary); and
 - (d) provide Employment Provider Services to the Fully Eligible Participant, in accordance with his or her updated Job Plan and in the Fully Eligible Participant's current Stream, for the period of the agreed voluntary activity, taking into account the reason for the Exemption, where applicable.
- 93.5 Where a Fully Eligible Participant who was Suspended under clause 93.1(b) decides to participate as a Fully Eligible Participant (Voluntary) under clause 93.4, and the Provider identifies, or is notified by Services Australia, that the Fully Eligible Participant (Voluntary) has ceased to fully meet his or her Mutual Obligation Requirements, the Provider must update the Fully Eligible Participant's Job Plan to remove reference to the voluntary activities and to change the Mutual Obligation Requirements activities, if required, and record on the Department's IT Systems that the Fully Eligible Participant is participating as a Fully Eligible Participant (Mutual Obligation), and not as a Fully Eligible Participant (Voluntary).
- 93.6 Where a Fully Eligible Participant (Mutual Obligation):
- (a) has been Suspended during the Work for the Dole Phase for fully meeting their Mutual Obligation Requirements by undertaking Activities to meet their Annual Activity Requirement; and
 - (b) then ceases to be Suspended for any reason,
 - (c) the Provider must resume providing Employment Provider Services to the Fully Eligible Participant (Mutual Obligation):
 - (d) at the start of the relevant Case Management Phase; or
 - (e) where the Suspension was for less than the time remaining for them in the Work for the Dole Phase, at the point in the relevant Work for the Dole Phase that they would have been had the Suspension not occurred.

Fully Eligible Participants (Voluntary)

- 93.7 If the Provider identifies, or is notified by Services Australia, that a Fully Eligible Participant is a Fully Eligible Participant (Voluntary) and has experienced a situation that affects his or her ability to participate in voluntary activities for a specified period of time:
- (a) the Provider must immediately record on the Department's IT Systems that the Fully Eligible Participant is no longer participating as a Fully Eligible Participant (Voluntary) and the Suspension period resumes; and
 - (b) the Fully Eligible Participant is Suspended and will remain Suspended until the Suspension ends or is lifted in accordance with clause 93.2.

ParentsNext Participants and Volunteers

- 93.8 If:

- (a) for a ParentsNext Participant:
 - (i) the ParentsNext Participant's ParentsNext Provider notifies the Provider that the ParentsNext Participant has an Exemption; or
 - (ii) the Provider identifies that the ParentsNext Participant has experienced circumstances which prevent the ParentsNext Participant from participating in Services for a specified period of time, in accordance with any Guidelines; and
 - (iii) the ParentsNext Participant's ParentsNext Provider agrees to their Suspension; and
- (b) for all other Volunteers, the Provider identifies, or is notified by Services Australia, that the Volunteer has experienced a situation that affects his or her ability to participate in voluntary activities for a specified period of time,

the Provider must Suspend the Volunteer, for a period of up to 13 weeks, or for multiple periods up to 13 weeks at a time, as appropriate, by recording the Suspension and the reasons for the Suspension on the Department's IT Systems.

- 93.9 Following any period of Suspension specified in clause 93.8, a Volunteer must be serviced by the Provider for the remainder of their six month Period of Service in accordance with clause 75.

94. Effect of Exits

- 94.1 Subject to clauses 95.2 and 82.2, when a Stream Participant is Exited in accordance with this Section B8, the:
- (a) current Period of Service;
 - (b) Period of Registration;
 - (c) Payment Period (if still current); and
 - (d) Period of Unemployment,
- for the Stream Participant end.

95. Exits

- 95.1 A Stream Participant is Exited when:
- (a) an Effective Exit occurs;
 - (b) a Provider Exit occurs; or
 - (c) any other event, as advised by the Department or as specified in any Guidelines, occurs.
- 95.2 Where an event under clause 95.1 occurs, the Provider may cease providing Services to a Stream Participant unless clauses 95.3 or 82.2 applies.
- 95.3 Where an Exit occurs for a Stream Participant, but the Stream Participant returns to the Services less than 13 Consecutive Weeks after the date of the Exit:
- (a) the Stream Participant's:
 - (i) Period of Service;
 - (ii) Period of Registration (if relevant);
 - (iii) Payment Period (if still current); and
 - (iv) Period of Unemployment,

continue from the date of the Stream Participant's return, and

- (b) the Provider must, as soon as it becomes aware of the Stream Participant's return:
 - (i) resume providing Employment Provider Services to the Stream Participant; and
 - (ii) record the resumption of Employment Provider Services on the Department's IT Systems in accordance with any Guidelines.

95.4 Where an Exit occurs for a Fully Eligible Participant and the Fully Eligible Participant subsequently returns to the services at 13 Consecutive Weeks or more after the date of the Exit, the Fully Eligible Participant begins a new:

- (a) Period of Service;
- (b) Period of Registration;
- (c) Payment Period; and
- (d) Period of Unemployment.

Fully Eligible Participants (Voluntary)

95.5 If a Fully Eligible Participant (Voluntary):

- (a) ceases to participate in voluntary activities;
- (b) no longer wishes to participate in voluntary activities; and
- (c) the Provider has confirmed that the Fully Eligible Participant (Voluntary) is:
 - (i) either fully meeting his or her Mutual Obligation Requirements or is the subject of an Exemption; and
 - (ii) the Fully Eligible Participant (Voluntary) is eligible for a Provider Exit in accordance with any Guidelines,

the Provider may perform a Provider Exit for the Fully Eligible Participant (Voluntary).

Volunteer

95.6 If a Volunteer advises the Provider that they do not wish to continue to participate in voluntary activities, the Provider must inform the Volunteer of the six month limit to their eligibility for Services, and if the Volunteer still wishes to cease participating in voluntary activities, the Provider must perform a Provider Exit for the Volunteer.

95.7 Where an Exit occurs for a Volunteer and the Volunteer subsequently seeks to return to the Services at 13 Consecutive Weeks or more after the date of the Exit, the Provider must not provide Services under Chapter B1 to the Volunteer unless the Provider determines that the Volunteer has had a significant change in individual circumstances, in accordance with any Guidelines, since the date of the Exit.

ParentsNext Participants

95.8 If a ParentsNext Participant and the Provider assess, in accordance with any Guidelines, that the ParentsNext Participant is unsuitable for the Services, the Provider must, subject to the agreement of the ParentsNext Participant's ParentsNext Provider, perform a Provider Exit for the ParentsNext Participant.

96. Other Suspensions and Exits

- 96.1 Stream Participants may be otherwise Suspended or Exited, as relevant, in accordance with any Guidelines.

Section B1.9 – New Enterprise Incentive Scheme Services

97. NEIS Services

- 97.1 Where the Provider and a Stream Participant who has been identified as eligible for NEIS on the Department's IT Systems have agreed that it may be appropriate for the Stream Participant to receive NEIS Services, the Provider must:
- (a) advise the Stream Participant of the matters which they must satisfy before they can receive NEIS Services, as specified in any Guidelines;
 - (b) identify the location in which the Stream Participant proposes to attend a Workshop and/or conduct his or her NEIS Business (as relevant) and:
 - (i) where the relevant location is within an Employment Region in which the Provider is a NEIS Provider, the Provider may choose to provide the relevant NEIS Services itself or, subject to clause 97.1(c), refer the Stream Participant to another NEIS Provider in the relevant Employment Region; or
 - (ii) where the relevant location is not within an Employment Region in which the Provider is a NEIS Provider, subject to clause 97.1(c), refer the Stream Participant to a NEIS Provider in that location;
 - (c) if the Stream Participant has expressed an interest in participating in a Workshop, use reasonable endeavours to refer the Stream Participant to a NEIS Provider who is a Workshop Provider with an available Workshop place;
 - (d) where the Stream Participant is assessed as NEIS Eligible by the relevant NEIS Provider, comply with any record keeping requirements specified in any Guidelines; and
 - (e) where the Stream Participant is assessed by the relevant NEIS Provider as:
 - (i) not NEIS Eligible;
 - (ii) NEIS Eligible, but not suitable to participate in a Workshop and not having a NEIS Business Plan that meets the NEIS Business Eligibility Criteria; or
 - (iii) not participating appropriately in a Workshop or NEIS Training,and is referred back to the Provider, immediately provide the Stream Participant with alternative Services in accordance with this Deed.
- 97.2 The Provider must work with Workshop Providers to arrange Complementary Placements for Stream Participants in accordance with clause 107.1A.

Note: A NEIS Provider must deliver NEIS Services in accordance with Part C of this Deed.

Section B1.10 – Performance management

98. Quality Assurance Framework conformance

Certificate of Quality Assurance Framework conformance

- 98.1 The Provider must, in accordance with this clause 98:
- (a) obtain a Quality Assurance Framework Certificate no later than:
 - (i) 12 months from the Deed Commencement Date; or
 - (ii) any other date Notified by the Department; and

- (b) maintain the currency of the Quality Assurance Framework Certificate for the duration of the Service Period and any Extended Service Period(s).

Quality Assurance Framework Audits

- 98.2 The Provider must undertake Quality Assurance Framework Audits, in accordance with this clause 98 and any Guidelines, during the Term of this Deed.

Quality Auditors

- 98.3 For the purposes of this clause 98, the Provider must:
- (a) contract one or more Quality Auditors in accordance with any Guidelines; and
 - (b) ensure that in any relevant contract, it requires Quality Auditors to provide all information and assistance to the Department, as requested by the Department, in relation to Quality Assurance Framework Audits.
- 98.4 The Department may provide any Quality Auditor with information to assist the Quality Auditor with a QAF Audit, and any information so provided, will also be provided to the Provider.
- 98.5 Notwithstanding that a Quality Auditor is paid by the Provider, the Quality Auditor is deemed to be a Department Employee for the purposes of clause 40, and the Provider must give the Quality Auditor all required access and assistance, for the purpose of conducting QAF Audits, in accordance with clause 40.

Quality Assurance Framework Audit Plan for Quality Principles Audits

- 98.6 The Provider must in accordance with any Guidelines, prepare and submit to the Department a Quality Assurance Framework Audit Plan prior to the conduct of each Quality Principles Audit.

Quality Reports

- 98.7 The Provider must, in accordance with any Guidelines, submit Quality Reports and information specified in any Guidelines or requested by the Department, within any timeframe specified by the Department.
- 98.8 If the Department determines that it is not satisfied with the quality and detail of any Quality Report or any information provided by the Provider under clause 98.7, the Department may:
- (a) require the Provider to:
 - (i) correct any defect with the relevant Quality Report or information; and
 - (ii) resubmit the Quality Report or information to the Department, as directed by the Department, and the Provider must comply with this requirement;
 - (b) require the Provider to undertake a further Quality Assurance Framework Audit, as directed by the Department, including a direction to use a different Quality Auditor to that used in the original Quality Assurance Framework Audit, and the Provider must comply with this requirement; and/or
 - (c) immediately suspend the Provider's Quality Assurance Framework Certificate.

Outcomes of Quality Assurance Framework Audits

- 98.9 The Department will consider the relevant Quality Report and any information provided by the Provider and may, at its absolute discretion:
- (a) issue the Provider with a Quality Assurance Framework Certificate, with or without conditions;
 - (b) renew the Provider's Quality Assurance Framework Certificate, with or without conditions; or
 - (c) refuse to issue or renew the Provider's Quality Assurance Framework Certificate; and
 - (d) in relation to a Major Non-conformance, suspend the Provider's Quality Assurance Framework Certificate for any period.
- 98.10 Unless otherwise agreed or directed by the Department in writing, the Provider must:
- (a) submit a Corrective Action Plan to the Department; and
 - (b) correct all Non-conformances identified in a Non-conformance Report in accordance with any Guidelines.
- 98.11 If:
- (a) the Provider fails to comply with this clause 98; or
 - (b) the Department suspends the Provider's Quality Assurance Framework Certificate, the Department may immediately:
 - (c) take action under clause 52.2; or
 - (d) terminate this Deed under clause 56,
- by providing Notice to the Provider.

99. Performance Indicators

Employment Provider Services KPIs

- 99.1 The Employment Provider Services KPIs are as follows:
- (a) KPI 1: The time the Provider takes to assist relevant Stream Participants, as specified in any Guidelines, into Employment, and commence them in an Activity in the Work for the Dole Phase.
 - (i) KPI 1 measurement: the Department's assessment of the Provider's performance is based on:
 - (A) the average time taken from Commencement of the relevant Stream Participants to the achievement of:
 - 99.1.a.i.A.1. Employment Outcomes in Employment, where the Provider is entitled to, and has claimed, an Outcome Payment for a 26 Week Period; and
 - 99.1.a.i.A.2. HTS jobactive Outcomes, where the Provider is entitled to, and has claimed, an HTS jobactive Outcome Payment for an HTS 26 Week Period; and
 - (B) the time taken for the relevant Stream Participants to commence in an Activity in the Work for the Dole Phase in accordance with Section B3.2.

- (b) KPI 2: The proportions of relevant Stream Participants, as specified in any Guidelines, for whom Employment Outcomes and HTS jobactive Outcomes are achieved, and that meet their Annual Activity Requirement in accordance with this Deed.
 - (i) KPI 2 measurement: The Department's assessment of the Provider's performance is based on:
 - (A) the proportions of Outcome Payments claimed for the relevant Stream Participants in accordance with clause 125; and
 - (B) the proportions of the relevant Stream Participants that meet their Annual Activity Requirement in accordance with Section B3.2.
- (c) KPI 3: The Department's assessment of quality and assurance including:
 - (i) certification against the Quality Assurance Framework;
 - (ii) a Compliance Indicator; and
 - (iii) the Department's assessment of service delivery against the Service Guarantees and the Provider's Service Delivery Plan(s).

Other factors in performance assessment

- 99.2 When assessing the Provider's performance, the Department may also take into account other factors including but not limited to:
- (a) the Provider's performance in assisting Aboriginal and Torres Strait Islander peoples and establishing Indigenous-specific Work for the Dole activities;
 - (b) the Provider's performance in building linkages with Employers to understand and meet the skills needs of the local labour market;
 - (c) the Provider's use of the Employment Fund;
 - (d) collaboration with other Employment Providers, NEST Providers, Transition to Work Providers, ParentsNext Providers, NEIS Providers, HTS Providers, Disability Employment Services providers, EST Providers, Time to Work Providers and CTA Providers;
 - (e) the extent to which the Provider:
 - (i) monitors compliance of Fully Eligible Participants with their Mutual Obligation Requirements and other requirements in their Job Plans; and
 - (ii) implements the compliance framework specified in Chapter B3 as necessary to ensure that Fully Eligible Participants comply;
 - (f) usage and delivery of initiatives and programs that may be announced by the Government over the Term of this Deed;
 - (g) the Provider's compliance with this Deed and any representation made by the Provider in its tender response to the request for tender for this Deed;
 - (h) the Provider's performance in developing and maintaining good relationships with potential and participating Activity Host Organisations; and
 - (i) any other information available to the Department, including Provider feedback, feedback from Stream Participants, Employers, intelligence from the Department's Employment Services Tip off Line, Services Australia, the Provider's Star Ratings and Compliance Indicator.

100. Provider Star Ratings and Compliance Indicator

100.1 The Department may:

- (a) calculate Star Ratings and/or a Compliance Indicator for the Provider for the purposes of assessing the Provider's performance of Employment Provider Services and comparing the Provider's performance against other Employment Providers; and
- (b) at its absolute discretion, publish the Provider's Star Ratings and/or Compliance Indicator.

101. Action about performance

101.1 Without limiting the Department's rights under this Deed or the law, if, at any time, the Department considers that the performance of the Provider at the Employment Region or Site level is less than satisfactory (including as assessed against the Employment Provider Services Key Performance Indicators and the outcomes of any Program Assurance Activities), the Department may, at its absolute discretion,

- (a) reduce the Provider's Business Share; or
- (b) require the Provider to close relevant Sites,

and the Provider must comply with any direction by the Department in relation to such action.

101.2 If, at any time, the Department considers the performance of the Provider at the Employment Region level warrants it, the Department may, with the agreement of the Provider, increase the Provider's Business Share for a period of time specified by the Department.

Business reallocation following performance assessments

101.3 In addition to any other rights of the Department under this Deed, if at the completion of a performance assessment or review under clause 28, the Provider's:

- (a) Star Rating for an Employment Region or for a Site is 2-Stars or below; or
- (b) performance in the Employment Region or at the Site is otherwise not to the Department's satisfaction, including after taking the Compliance Indicator into consideration,

the Department may, at its absolute discretion, and without limitation of any of the Department's rights under this Deed or the law:

- (c) for the Employment Region:
 - (i) by Notice, reduce the Provider's Business Share in that Employment Region;
 - (ii) reduce the number of Referrals to the Provider in that Employment Region, commensurate with the reduction in Business Share; and
 - (iii) transfer Stream Participants on the Provider's caseload to another Employment Provider; and
- (d) for the Site:
 - (i) Notify the Provider that the Provider must discontinue providing the Services at the Site;
 - (ii) cease all Referrals to that Site from the date of the Notice; and
 - (iii) transfer Stream Participants from that Site, including to another Employment Provider, and

if the Department takes the action specified in clause 101.3(d)(i), the Provider must immediately discontinue providing the Services at the Site in accordance with the relevant Notice and provide the Department with the assistance and cooperation in clauses 57.5 and 57.6 to ensure that Participants affected by the discontinuation of the Provider's Services at that Site are transferred to other Employment Providers or another Site of the Provider as directed by the Department.

- 101.4 References in this clause 101 to decreasing the Provider's Business Share in an Employment Region, include decreasing the Business Share in the Employment Region to zero.
- 101.5 If, in accordance with this clause 101, the Department decreases the Provider's Business Share in an Employment Region to zero, the Department may Notify the Provider that it must discontinue providing the Services in the Employment Region from the date specified by the Department, and the Provider must:
- (a) discontinue providing the Services in the Employment Region in accordance with the Notice; and
 - (b) provide the Department with the assistance and cooperation in clauses 57.5 and 57.6 to ensure that Fully Eligible Participants affected by the discontinuation of the Provider's Services in that Employment Region are transferred to other Employment Providers as specified by the Department.
- 101.6 For the avoidance of doubt, any decrease in Business Share under this clause 101 is not a reduction of scope or termination for which compensation is payable.
- 101.7 If the Department takes any action under this clause 101:
- (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.
- 101.8 This clause 101 operates without prejudice to any other right which the Commonwealth has or which may accrue to the Commonwealth under this Deed or the law.

CHAPTER B2 – SPECIFIC EMPLOYMENT PROVIDER SERVICES

READER'S GUIDE

Employment Provider Services are comprised of Services under three Streams – Streams A, B and C. A Stream Participant who is subject to the SPI Measure can receive Employment Provider Services under either Stream A or Stream B (depending on their Assessment). Services for this group are different from Services for other Participants in these Streams. Accordingly, Stream Participants in Stream A are identified in this Deed as Stream A (SPI) Participants and Stream A (General) Participants, while those in Stream B are identified as Stream B (SPI) Participants and Stream B (General) Participants. The Services provided to Stream A (SPI) Participants and Stream B (SPI) Participants (together 'SPI Participants') are similar. Accordingly, Services for these two groups are dealt with together under Section B2.1. The timing of the Services phases for Stream B (General) Participants and Stream C Participants are identical. Accordingly, Services for these two groups are dealt with together under Section B2.3. The Services provided to Stream A (General) Participants are different from all of the above, so Services for this group are dealt with separately under Section B2.2. Volunteers receive Services as Stream A (General) Participants for a maximum of six months and then are automatically exited from the Services.

Section B2.1 – Stronger Participation Incentives Participants

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Beginning 1 October 2016, all SPI Participants who have not already commenced in the SPI Work for the Dole Phase for the first time will, following their Initial Interview, enter a Case Management Phase for a total of 12 months. They then generally move into the SPI Work for the Dole Phase for six months, and then back into the SPI Case Management Phase and so on until they are no longer an SPI Participant.

The Provider must provide additional services to 'SPI Participants to help them gain work related skills and find a job. This includes appointments with SPI Participants each month to discuss the Job Searches that they have undertaken in the previous month and referral of SPI Participants to jobs that the Provider has identified, as specified in clause 84.1(b). These appointments will also allow the early identification of any failures by SPI Participants to meet their Mutual Obligation Requirements. Where the Provider reports non-compliance to Services Australia, penalties may be imposed.

SPI Participants will be expected to undertake Work for the Dole activities for 25 hours per week for 26 weeks after they have been in employment services for 12 months.

102. SPI Participants

102.1 Subject to clause 105, and in addition to Services specified:

- (a) under Chapter B1, including clause 84.1(b) in relation to Appointments;
 - (b) in the Service Delivery Plan; and
 - (c) in the Provider's tender response to the request for tender for this Deed,
- the Provider must for each Stream A (SPI) Participant and Stream B (SPI) Participant:
- (d) provide Services taking into account their eligibility for the Youth Wage Subsidy, the Youth Bonus Wage Subsidy available from 1 January 2017, and a RATTUAI Payment, as provided for under clauses 89 and 90;
 - (e) during each SPI Work for the Dole Phase, provide Activities for 25 hours per week; and
 - (f) monitor in accordance with clauses 106A and 113 whether they have met their Mutual Obligation Requirements, and manage any failure to do so in accordance with Section B3.4.

Section B2.2 – Stream A (General) Participants

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Following their Initial Interview, Stream A (General) Participants generally enter a Self Service and Job Activity Phase for six months.

Stream A (General) Participants who are participating in Online Employment Services are deemed to be in the Self Service and Job Activity Phase. If they leave OES and register with the Provider:

- before 6 months, they will continue in the Self Service and Job Activity Phase until the end of 6 months;
- after 6 months, they will move into the Stream A Case Management Phase until the end of 12 months;
- after 12 months, they will move into the Stream A Work for the Dole Phase until the end of 18 months; and
- after 18 months, they will move into the Stream A Case Management Phase.

Stream A (General) Participants who have not already commenced in the Stream A Work for the Dole Phase for the first time will, after the Self Service and Job Activity Phase, move into the Stream A Case Management Phase for six months (unless the Provider moves them into the Work for the Dole Phase earlier in accordance with clause 103.2). They then generally move into the Stream A Work for the Dole Phase for six months, then into a Stream A Case Management Phase for six months and then back into the

Stream A Work for the Dole Phase for six months. They then continue on this alternating six monthly pattern until they move into another Stream or Exit.

103. Stream A (General) Participants

- 103.1 In addition to Services specified under Chapter B1, in the Service Delivery Plan and in the Provider's tender response to the request for tender for this Deed, the Provider must for each Stream A (General) Participant:
- (a) with an Annual Activity Requirement, during each Stream A Work for the Dole Phase, provide Activities:
 - (i) for Stream Participants aged up to and including 49 years, of 50 hours per fortnight;
 - (ii) for Stream Participants aged 50 to 59 years, of 30 hours per fortnight; and
 - (iii) for Stream Participants aged 60 years up to (but not including) the Pension Age, of 10 hours per fortnight; or
 - (iv) as otherwise specified in any Guidelines or directed by the Department;
 - (b) if they are a Fully Eligible Participant (Mutual Obligation), monitor, in accordance with clauses 106A and 113, if they have met their Mutual Obligation Requirements, and manage any failure to do so in accordance with Section B3.4; and
 - (c) if they are a Disability Support Pension Recipient (Compulsory Requirements), monitor, in accordance with clause 106.2, if they have met their compulsory participation requirements, and manage any failure to do so in accordance with clause 117.
- 103.2 If, after six months of their Period of Service and before 12 months of their Period of Service, the Provider determines that a Stream A (General) Participant or Stream A (SPI) Participant is not fully participating in, or benefitting from, any intervention that the Provider deems necessary to make them job ready, the Provider may immediately commence them in Stream A Work for the Dole Phase.

Section B2.3 – Stream B (General) Participants and Stream C Participants

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The Services for Stream B (General) Participants and Stream C Participants alternate between Case Management Phases and Work for the Dole Phases. The Case Management Phases and the Work for the Dole Phases for Stream B (General) Participants and Stream C Participants are different to those for SPI Participants and Stream A (General) Participants.

Following their Initial Interview, Stream B (General) Participants and Stream C Participants generally enter the relevant Case Management Phase for 12 months (unless the Provider moves them earlier in accordance with clause 104.2). They then generally alternate between six months in the relevant Work for the Dole Phase and six months in the relevant Case Management Phase until they move into another Stream (if in Stream B), or Exit.

104. Stream B (General) Participants and Stream C Participants

- 104.1 Subject to clause 105, and in addition to Services specified:
- (a) under Chapter B1;

- (b) in the Service Delivery Plan; and
 - (c) in the Provider's tender response to the request for tender for this Deed,
- the Provider must for each Stream B (General) Participant and Stream C Participant:
- (d) during each Stream B Case Management Phase and Stream C Case Management Phase, as relevant, provide activities to increase their job competitiveness, including any required non-vocational Interventions; and
 - (e) with an Annual Activity Requirement, during each Stream B Work for the Dole Phase and Stream C Work for the Dole Phase, as relevant, provide Activities:
 - (i) for Stream Participants up to and including 49 years, of 50 hours per fortnight;
 - (ii) for Stream Participants aged 50 to 59 years, of 30 hours per fortnight; and
 - (iii) for Stream Participants aged 60 years up to (but not including) the Pension Age, of 10 hours per fortnight; or
 - (iv) as otherwise specified in any Guidelines or directed by the Department;
 - (f) if they are a Fully Eligible Participant (Mutual Obligation), monitor, in accordance with clause 106A and 113, if they have met their Mutual Obligation Requirements, and manage any failure to do so in accordance with Section B3.4; and
 - (g) if they are a Disability Support Pension Recipient (Compulsory Requirements), monitor, in accordance with clause 106.2, if they have met their compulsory participation requirements, and manage any failure to do so in accordance with clause 117.

104.2 If, after six months of their Period of Service and before 12 months of their Period of Service, the Provider determines that a Stream B (General) Participant or Stream C Participant is not fully participating in, or benefitting from, any Intervention that the Provider deems necessary to make them job ready, the Provider may immediately commence them in the Stream B Work for the Dole Phase or the Stream C Work for the Dole Phase, as relevant.

105. Early School Leavers

105.1 For Early School Leavers, the Provider must provide Activities for up to 25 hours per week in accordance with any Guidelines, and manage any failure to meet their Mutual Obligation Requirement in accordance with Section B3.4, while they are an Early School Leaver, regardless of the phase or period.

Records for Early School Leavers

105.2 If a person who has been assessed as being an Early School Leaver advises the Provider that they have attained a Year 12 or equivalent qualification, the Provider must:

- (a) request the person to provide evidence of that qualification to the Provider;
- (b) retain Records of this request and a copy of any evidence provided by the person, in accordance with clause 37; and
- (c) if requested by the Department, provide a copy of the Record to the Department or Services Australia, in accordance with any Guidelines.

105A Reserved.

CHAPTER B3 – TARGETED COMPLIANCE FRAMEWORK AND ACTIVITIES

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Employment Providers must actively monitor and manage Mutual Obligation Requirements for each Fully Eligible Participant (Mutual Obligation) to assist the Participant to meet their obligation to actively look for work while in receipt of an Income Support Payment.

Under the Targeted Compliance Framework, a Fully Eligible Participant (Mutual Obligation)'s Income Support Payment may be suspended, reduced and/or cancelled if the Participant commits a:

- Mutual Obligation Failure, ie, fails to comply with obligations such as attending appointments, undertaking activities, or taking action to gain employment;
- Work Refusal Failure, ie, refuses or fails to accept an offer of suitable employment; or
- Unemployment Failure, ie, becomes unemployed because of a voluntary act (except a reasonable act) or misconduct.

For a Mutual Obligation Failure or a Work Refusal Failure, the Fully Eligible Participant (Mutual Obligation)'s Income Support Payment will usually be suspended until a Reconnection Requirement is met. The Income Support Payment may then be back paid. Additionally, if the Fully Eligible Participant (Mutual Obligation):

- does not meet their Reconnection Requirement within 4 weeks, Services Australia will usually cancel the Participant's Income Support Payment;
- does not have a Valid Reason for a Mutual Obligation Failure, the Participant will also accrue a Demerit;
- has persistently committed Mutual Obligation Failures (determined largely by the accrual of Demerit) and does not have a Reasonable Excuse, Services Australia will also reduce their Income Support Payment (by either 50% or 100% for a period) or cancel their Income Support Payment; and
- does not have a Reasonable Excuse for a Work Refusal Failure, Services Australia will also cancel their Income Support Payment.

No Income Support Payments may be paid to the Fully Eligible Participant (Mutual Obligation) for 4 weeks if an Income Support Payment is cancelled where the participant has committed a Work Refusal Failure or persistently committed Mutual Obligation Failures.

For an Unemployment Failure, no Income Support Payment may be paid to the Fully Eligible Participant (Mutual Obligation) for either 4 or 6 weeks, depending on whether a RATTUAI Payment has been made to help the person take up the employment concerned.

Section B3.1 – Mutual Obligation Requirements Generally

106. Mutual Obligation Requirements – Generally

General requirements for Fully Eligible Participants

106.1 For each Fully Eligible Participant (Mutual Obligation), the Provider must:

- (a) ensure that the Participant understands:
 - (i) their Mutual Obligation Requirements;
 - (ii) their personal responsibility to self-report participation against their Mutual Obligation Requirements (unless the Participant is assessed as not being capable of self-reporting under clause 106A.1(a));
 - (iii) the circumstances in which a Mutual Obligation Failure, Work Refusal Failure, Unemployment Failure and failure to meet a Reconnection Requirement can occur, including where the Participant does not communicate an Acceptable Reason prior to failing to meet a Mutual Obligation Requirement; and
 - (iv) the consequences for the Participant's Income Support Payment if the Participant persistently commits Mutual Obligation Failures without a Reasonable Excuse,

commits a Work Refusal Failure without a Reasonable Excuse, commits an Unemployment Failure, or fails to meet a Reconnection Requirement;

- (b) assess the Participant's capability to take personal responsibility for self-reporting in accordance with clause 106A.1(a);
- (c) actively monitor and record each Fully Eligible Participant (Mutual Obligation)'s participation against their Mutual Obligation Requirements in accordance with clause 106A and clause 113;
- (d) respond to any non-compliance by a Participant with their Mutual Obligation Requirements in accordance with Section B3.4 – Compliance Action; and
- (e) confirm, at least once every six months following the Commencement of each Fully Eligible Participant (Mutual Obligation), that all relevant contact details are accurately reflected in the Department's IT Systems, including the Fully Eligible Participant (Mutual Obligation)'s phone number(s), email address and postal address.

General requirements for Disability Support Pension Recipients (Compulsory Requirements)

106.2 For each Disability Support Pension Recipient (Compulsory Requirements), the Provider must:

- (a) notify the Disability Support Pension Recipient (Compulsory Requirements) of the full details of any requirement that the Participant must meet to remain eligible for Income Support Payments, if the full details of that requirement (for example, the time, date and location that the requirement is to be undertaken):
 - (i) are not specified in the Participant's Job Plan; and
 - (ii) have not otherwise been notified to the Participant,and document the details of the relevant notice in the Department's IT Systems if the Department's IT Systems are not used to generate the notice.
- (b) monitor the participation of the Disability Support Pension Recipient (Compulsory Requirements), including monitoring whether they attend Appointments, enter into a current Job Plan and participate in Activities, as specified in any Guidelines; and
- (c) if the Provider determines that the Disability Support Pension Recipient (Compulsory Requirements) has not attended an Appointment, entered into a current Job Plan or appropriately participated in any Activities, as specified in any Guidelines, promptly take action in accordance with this Deed, including Section B3.4 and any Guidelines.

Monitoring and reporting for ParentsNext Participants

106.3 The Provider must, in accordance with any Guidelines:

- (a) monitor the participation of ParentsNext Participants in Activities;
- (b) where the Provider determines that a ParentsNext Participant has failed to attend, or participate appropriately in, an Activity, notify their ParentsNext Provider as soon as practicable; and
- (c) regularly report to the ParentsNext Provider for each ParentsNext Participant on the participation of that ParentsNext Participant in the Activities.

106A Personal Responsibility and Monitoring

106A.1 For each Fully Eligible Participant (Mutual Obligation), the Provider must:

- (a) when entering into a Job Plan, assess the Participant's capability to take personal responsibility for self-reporting participation against the Mutual Obligation Requirements in their Job Plan, in accordance with any Guidelines, and record the result of this assessment in the Department's IT Systems; and
- (b) actively monitor the Participant's compliance with the Mutual Obligation Requirements, including as specified in:
 - (i) clause 106A.2 for Mutual Obligation Requirements other than Job Search Requirements; and
 - (ii) clause 113 for Job Search Requirements.

106A.2 For each Fully Eligible Participant (Mutual Obligation), the Provider must:

- (a) if the Provider assesses the Participant is capable of self-reporting, confirm the Participant's self-reporting of; or
- (b) if the Provider assesses that Participant is not capable of self-reporting, record for the Participant,

participation against each of the Mutual Obligation Requirements scheduled in their Electronic Calendar:

 - (c) no later than close of business on the day that the Engagement is scheduled to occur in the Participant's Electronic Calendar; or
 - (d) as otherwise specified in any Guidelines.

106B Active Management of Mutual Obligation Requirements

106B.1 If the Provider is satisfied that a Fully Eligible Participant (Mutual Obligation) has an Acceptable Reason for being unable to comply with a Mutual Obligation Requirement on the date or at the time the Mutual Obligation Requirement is scheduled to occur in their Electronic Calendar, the Provider must reschedule or remove the Mutual Obligation Requirement from the Electronic Calendar in accordance with any Guidelines.

Note: A Fully Eligible Participant (Mutual Obligation) will not commit a Mutual Obligation Failure if the relevant Mutual Obligation Requirement is rescheduled or removed by the Provider in accordance with clause 106B.1.

Section B3.2 – Activities

READER'S GUIDE

Subject to certain conditions, this section requires the Provider to provide Activities for Stream Participants in any phase of their Stream, as specified in their Job Plan and which are designed to help them improve their employment prospects.

All Fully Eligible Participants (Mutual Obligation) aged up to, but not including, the Pension Age must undertake an approved activity for six consecutive months each year while they remain unemployed, subject to exclusions as specified in any Guidelines. This activity requirement is called the Annual Activity Requirement. Work for the Dole activities are the principal, but not the only, approved activity that can be used in order to satisfy this annual requirement. This section deals with the Provider's responsibilities in relation to the sourcing and provision of the range of approved activities which can be used to satisfy the Annual Activity Requirement for Fully Eligible Participants (Mutual Obligation) in the Work for the Dole Phase.

107. Activities

107.1 Except for NEIS Prospective Participants, the Provider must ensure that:

- (a) each Fully Eligible Participant (Mutual Obligation) who commences in the Work for the Dole Phase; and
- (b) subject to clause 107.3 and any Guidelines:
 - (i) each Fully Eligible Participant (Mutual Obligation) who commences in the Case Management Phase; and
 - (ii) each Stream Participant, other than a Fully Eligible Participant (Mutual Obligation), who commences in any phase within a Stream,

participates immediately in Activities which:

- (c) for Fully Eligible Participants (Mutual Obligation), allow them to meet their Annual Activity Requirement; and
- (d) for all Stream Participants, are in accordance with their Job Plan and take into account their circumstances and work capacity.

Note 1: Annual Activity Requirements vary according to age and work capacity and are as specified in any Guidelines or as otherwise advised by the Department.

Note 2: NEIS Prospective Participants do not have an Annual Activity Requirement or Job Search Requirements while they participate in NEIS.

Note 3: Volunteers do not have an Annual Activity Requirement.

107.1A For NEIS Prospective Participants who:

- (a) have completed a Workshop;
 - (b) are identified by the Provider and the relevant Workshop Provider as being eligible and suitable to undertake a Complementary Placement; and
 - (c) have agreed to undertake a Complementary Placement,
- the Provider must provide, Broker, Purchase or arrange a Complementary Placement, subject to this Deed including clause 97.2 and any Guidelines.

107.2 Subject to this Deed including any Guidelines, the Provider must provide, Broker, Purchase or arrange Activities for the purposes of clause 107.1.

107.3 In complying with clauses 107.1 and 107.2, the Provider must give priority to Fully Eligible Participants (Mutual Obligation) over other Stream Participants.

107.4 For the purposes of clauses 107.1 to 107.3, the Provider may, subject to any Guidelines:

- (a) provide the Activities itself, except for:
 - (i) NWEF Placements;
 - (ii) PaTH Internships;
 - (iii) EST Courses; and
 - (iv) Launch into Work Placements;
- (b) Broker or Purchase the Activities with, or from, an Activity Host Organisation;
- (c) arrange Activities for Stream Participants in accordance with any Guidelines;
- (d) refer EST Eligible Participants to EST Courses; or
- (e) refer CTA Eligible Participants to a CTA Course.

107.5 Where the Provider:

- (a) Brokers an Activity, it must do so under an Activity Host Organisation Agreement and such an agreement is not a Subcontract; and
 - (b) Purchases an Activity, it must, as relevant to the particular arrangement, do so under:
 - (i) a Subcontract and comply with clause 48; or
 - (ii) an Activity Host Organisation Agreement;
 - (c) subject to clause 107.5(d), arranges Activities for Stream Participants, it does not need to do so under a formal agreement, except for Work for the Dole activities, National Work Experience Programme Placements, Work Experience (Other) Placements, PaTH Internships, CTA and any other Activities as specified in any Guidelines; or
 - (d) provides an Activity itself, it must do so in accordance with any Guidelines.
- 107.6 Any Activity Host Organisation or other Subcontractor that provides Services directly in relation to an Activity under a Subcontract with the Provider is deemed to be an approved Subcontractor for the purposes of clause 48.1(a) in relation to those Services.
- 107.7 The Department may, at any time and at its absolute discretion, give a written direction to the Provider in relation to an Activity, a proposed Activity or a type of Activity, including a direction that:
- (a) an Activity may not be undertaken, or continue, as an Activity;
 - (b) an Activity be varied;
 - (c) an Activity be managed directly by the Provider, rather than a Subcontractor or an Activity Host Organisation who is not a Subcontractor;
 - (d) the Provider must provide, Broker, Purchase or arrange an Activity for Stream Participants; or
 - (e) the Provider must not provide, Broker, Purchase or arrange an Activity or type of Activity for Stream Participants.
- 107.8 If the Department gives a direction to the Provider in relation to an Activity, a proposed Activity or a type of Activity, the Provider must:
- (a) immediately take any action required by the direction; and
 - (b) otherwise continue to perform the Services in accordance with this Deed.
- 107.9 If the Provider becomes aware that an Activity 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, if the Department is not already aware; and
 - (b) renegotiate, terminate or not renew any Activity Host Organisation Agreement or Subcontract with the Activity Host Organisation as directed by the Department and in accordance with any Guidelines.
- 107.10 The Provider must, in accordance with any Guidelines, ensure that all Activities other than EST and CTA provide Work-like Experiences that will develop or enhance each Stream Participant's abilities in one or more of the following areas:
- (a) taking directions from a supervisor;
 - (b) working independently;
 - (c) communicating effectively;

- (d) motivation and dependability; and
- (e) where relevant, working as part of a team.

Recording information about Activities in the Department's IT Systems

- 107.11 For Fully Eligible Participants with an Annual Activity Requirement, the Provider must, in accordance with any Guidelines, record details of the following in the Department's IT Systems:
- (a) relevant Activities, including referrals to and placements in Activities and Work for the Dole Places;
 - (b) required hours of participation for each Fully Eligible Participant participating in Work for the Dole activities to meet their Annual Activity Requirement;
 - (c) the number of hours completed by each Fully Eligible Participant in Work for the Dole activities or other Activities to meet their Annual Activity Requirement; and
 - (d) any other information as specified in any Guidelines.

108. Work for the Dole

Categories of Work for the Dole activities

- 108.1 Unless otherwise agreed by the Department in writing, the Provider must not provide, Purchase, Broker or arrange Work for the Dole activities if they, in whole or in part, and as specified in any Guidelines:
- (a) involve working exclusively on private property, unless they are:
 - (i) a Community Support Project; or
 - (ii) otherwise specified in any Guidelines;
 - (b) subject to clause 108.1(a), require Fully Eligible Participants or DES Participants to enter private homes or grounds;
 - (c) compete with established businesses;
 - (d) are in child care or preschools;
 - (e) involve personal care of people, of an intimate nature, including dressing, showering, feeding or toileting, or professional services;
 - (f) fulfil a function that is part of a commercial contract or enterprise;
 - (g) fulfil a function which would normally be undertaken by the Provider under this Deed, or any other contract or arrangement between the Provider and the Department;
 - (h) are undertaken for a for-profit organisation or on a for-profit basis, unless they are:
 - (i) a Community Support Project; or
 - (ii) otherwise specified in any Guidelines;
 - (i) result in a benefit or gain to the Provider, or would fund any operations, activities or infrastructure of the Provider;
 - (j) involve work which would have been undertaken by a paid worker if the Work for the Dole activity had not taken place; or
 - (k) are otherwise prohibited under any Guidelines or by any advice provided by the Department.

Who can participate in Work for the Dole activities

108.2 The Provider must only:

- (a) provide, Broker, Purchase or arrange Work for the Dole activities for Fully Eligible Participants; or
 - (b) provide Work for the Dole activities for DES Participants,
- and do so in accordance with any Guidelines.

108.3 The Provider must, in accordance with any Guidelines, place in Work for the Dole activities all:

- (a) Fully Eligible Participants (Mutual Obligation) aged 18 to 49, except:
 - (i) where they have arranged to meet their Annual Activity Requirement through either another type of Activity that is able to commence at the time they become subject to their Annual Activity Requirement, or they have already commenced participation at that time in another type of Activity; or
 - (ii) to the extent that they are meeting their Annual Activity Requirement through a combination of Activities not including Work for the Dole activities;
- (b) Fully Eligible Participants (Mutual Obligation) aged 18 to 49 to the extent that they are meeting their Annual Activity Requirement through a combination of Activities including through Work for the Dole activities and another type of Activity; and
- (c) subject to clause 108.4, other Fully Eligible Participants who choose to participate in Work for the Dole activities.

Note: An example of the cohort under clause 108.3(c) is Fully Eligible Participants aged 50 to 59 who have Mutual Obligation Requirements but who cannot be compelled to do Work for the Dole activities to meet their Annual Activity Requirement.

108.4 The Provider must not place a Fully Eligible Participant into Work for the Dole activities if the Fully Eligible Participant is aged less than 18 years.

108.4A The Provider:

- (a) may place Stream C Participants into Group Based Activities; and
- (b) must not place Stream A Participants or Stream B Participants into Group Based Activities unless:
 - (i) exceptional circumstances, as specified in any Guidelines, apply; or
 - (ii) the Department has otherwise agreed to it in writing.

108.5 Subject to this Deed, the Provider may, in accordance with any Guidelines:

- (a) claim and fill Work for the Dole Places which have been Sourced by another Employment Provider or a NEST Provider, and advertised as available on the Department's IT Systems; or
- (b) itself Source Work for the Dole Places, and claim and fill those Work for the Dole Places; and
- (c) claim in accordance with clause 124 and clause 124A respectively:
 - (i) a Work for the Dole Fee for each Work for the Dole Place; and
 - (ii) a Work for the Dole Place Fee for each Work for the Dole Place Sourced by the Provider.

Advertised Work for the Dole Places

- 108.6 The Provider may claim a Work for the Dole Place, which is advertised on the Department's IT Systems and which commences in the future, up to 10 Business Days prior to the start date of the relevant Work for the Dole activity.
- 108.7 If the Provider claims a Work for the Dole Place referred to in clause 108.6, the Provider must in accordance with any Guidelines:
- (a) immediately record the relevant Participant's Job Seeker ID to the Work for the Dole Place; and
 - (b) commence the relevant Participant in that place within ten Business Days of the start date of the relevant Work for the Dole Place.
- 108.8 If the Provider claims a Work for the Dole Place, which is advertised on the Department's IT Systems and which is available to commence immediately, the Provider must in accordance with any Guidelines:
- (a) immediately record the relevant Participant's Job Seeker ID against the Work for the Dole Place on the Department's IT Systems; and
 - (b) commence the relevant Participant in the Work for the Dole Place within ten Business Days of the Provider claiming it.
- 108.9 If the Provider fails to comply with clauses 108.7(b) or 108.8(b), the Department may advertise the Work for the Dole Place as available to other Employment Providers, NEST Providers or DES Providers on the Department's IT Systems without Notice to the Provider, unless any relevant Activity Host Organisation requests a change to the start date of the relevant Work for the Dole activity beyond the timeframes referred to in clauses 108.7(b) or 108.8(b), and the Department agrees with the Provider to the relevant extension of time.
- 108.10 Notwithstanding clauses 108.6 to 108.8, the Department may, at its absolute discretion and for any reason, by providing Notice to the Provider:
- (a) remove from the Provider any Work for the Dole Place that has been previously advertised on the Department's IT Systems and claimed by the Provider, provided that a Fully Eligible Participant or a DES Participant has not yet commenced in that place, and where such Notice is received by the Provider, it must not act to fill the relevant place; and
 - (b) allocate to the Provider any Work for the Dole Place that has been previously advertised on the Department's IT Systems and claimed by another Employment Provider, a NEST Provider or a DES Provider, and where such Notice is received by the Provider, it must act to fill the relevant place.

Work for the Dole Places that are Sourced by the Provider

- 108.11 When Sourcing Work for the Dole Places, the Provider should give priority to places in Individual Hosted Activities that are of six continuous months duration over any other type and length of Work for the Dole Places.
- 108.12 If the Provider Sources a Work for the Dole Place, it must, in accordance with any Guidelines and prior to the Work for the Dole Place being claimed and filled:
- (a) perform a risk assessment in accordance with clause 110.2(a)(ii);
 - (b) determine if there is any reason why it would not be appropriate for the potential Work for the Dole Place to be filled by a Fully Eligible Participant or a DES Participant, including with regard to clause 108.1 and any relevant work, health and safety issues; and

- (c) if the Provider is satisfied that there is no such reason:
 - (i) fill the Work for the Dole Place with an appropriate Fully Eligible Participant or DES Participant, taking into consideration any relevant circumstances and work restrictions of the Fully Eligible Participant or DES Participant and the characteristics of the Work for the Dole Place, and comply with clause 110.5; or
 - (ii) advertise the Work for the Dole Place to DES Providers, NEST Providers and other Employment Providers on the Department's IT Systems.

Commencement of Fully Eligible Participants and DES Participants in Work for the Dole Places

108.13 Subject to any Guidelines, the Provider must, prior to the commencement of a Fully Eligible Participant or DES Participant in any Work for the Dole Place:

- (a) ensure that the Work for the Dole Place is appropriate for any Fully Eligible Participant being considered for placement by the Provider, taking into consideration any relevant circumstances and work restrictions; and
- (b) if the Provider is the Lead Provider:
 - (i) negotiate and execute an Activity Host Organisation Agreement with each Activity Host Organisation that hosts the Work for the Dole Place, except where the Provider hosts the Work for the Dole Place itself;
 - (ii) comply with clause 110.3; and
 - (iii) identify whether the Work for the Dole Place may be appropriate for any DES Participant to participate in, subject to advice from the DES Provider.

Replacement of Lead Provider for a Work for the Dole Activity

108.13A Where the Provider replaces another Employment Provider or a NEST Provider as the Lead Provider of a Work for the Dole activity:

- (a) the Provider must:
 - (i) use its best endeavours to:
 - (A) novate the relevant Activity Host Organisation Agreement to it;
 - (B) enter into a new Activity Host Organisation Agreement with the relevant Activity Host Organisation on the same terms as the current Activity Host Organisation Agreement, as the Lead Provider; or
 - (C) if the other Employment Provider provides the Work for the Dole activity itself, enter into an Activity Host Organisation Agreement with the other Employment Provider, as the Lead Provider;
 - (ii) advise the Department if it is unable to novate the relevant Activity Host Organisation Agreement or enter into an Activity Host Organisation Agreement within 10 Business Days of becoming the Lead Provider; and
 - (iii) comply with any direction by the Department in relation to the Work for the Dole activity; and
- (b) clauses 124.10 to 124.13 apply in relation to any Work for the Dole Fee claimed in advance by the previous Employment Provider or NEST Provider under clause 124.9, as if that Work for the Dole Fee were claimed by the Provider.

Replacement of Fully Eligible Participants in Work for the Dole Places

- 108.14 Where the Provider has commenced a Fully Eligible Participant in an Individual Hosted Activity, and the Fully Eligible Participant subsequently leaves the relevant Work for the Dole Place, the Provider must, if the Activity Host Organisation wishes to continue the relevant Work for the Dole activity, replace the Fully Eligible Participant in that place and do so in a timely manner.
- 108.15 Where the Provider has commenced a Fully Eligible Participant in a Group Based Activity and the Fully Eligible Participant subsequently leaves the relevant Work for the Dole Place, and the Activity Host Organisation wishes to continue the relevant Work for the Dole activity:
- (a) the Provider should replace that Fully Eligible Participant in that place within five business days; and
 - (b) if the Provider does not do so, and the relevant Work for the Dole Place was previously advertised on the Department's IT Systems, the Department will re-advertise the Work for the Dole Place on the Department's IT Systems.

Note: Timeliness in replacing Fully Eligible Participants in Work for the Dole Places and utilisation of Work for the Dole Places will be monitored.

Training

- 108.16 The Provider must ensure that each Fully Eligible Participant on the Provider's caseload participating in Work for the Dole activities receives the training required for the specific activity, including as specified in any relevant risk assessment, or as otherwise specified in any Guidelines.

Collaboration

- 108.17 In order to deliver Work for the Dole effectively, the Provider must collaborate with DES Providers and Activity Host Organisations in its Employment Region(s).
- 108.18 For the purposes of clause 108.17, the Provider must work with Activity Host Organisations and DES Providers in the Provider's Employment Region(s) to:
- (a) plan ahead so that, where relevant, a suitable Work for the Dole Place, with regards to timing, location and any special requirements, is available:
 - (i) for each relevant Fully Eligible Participant on the Provider's caseload, before the Fully Eligible Participant's Annual Activity Requirements are due for completion; and
 - (ii) for relevant DES Participants, as requested by a DES Provider;
 - (b) help develop and Source Work for the Dole Places that are suitable for a wide variety of Fully Eligible Participants (i.e. with different characteristics and needs) and DES Participants;
 - (c) make a positive contribution to the local community through the delivery of Work for the Dole activities;
 - (d) identify and deliver best practice in Work for the Dole; and
 - (e) if requested by a DES Provider, arrange a suitable Work for the Dole Place for a DES Participant using reasonable endeavours to identify a Work for the Dole Place advertised on the Department's IT Systems that may be suitable for the DES Participant, and refer the DES Provider to the relevant Lead Provider.

- 108.19 The Department may, at any time and at its absolute discretion, give a direction to the Provider in relation to a Work for the Dole Place, including a direction that a Work for the Dole Place is:
- (a) to be reallocated to another Employment Provider, a NEST Provider or a DES Provider;
 - (b) not to be used; or
 - (c) to be used, or used differently, within a specific timeframe,
- and if the Provider receives such a direction, the Provider must:
- (d) immediately take any action required by the direction; and
 - (e) otherwise continue to perform the Services in accordance with this Deed.
- 108.20 Reserved.

Insurance for Work for the Dole activities exclusively on private property

- 108.21 Subject to clause 108.19, where Work for the Dole activities involve work exclusively on private property and are:
- (a) a Community Support Project; or
 - (b) any other activity specified in any Guidelines,
- the Provider must ensure that, for the duration of the activities, there is public liability insurance, written on an occurrence basis, with a limit of indemnity of at least \$10 million in respect of any one occurrence, which covers the liability of the lessor or owner of the land on which the activities take place, including to Fully Eligible Participants or DES Participants, as relevant.
- 108.22 Where the Provider cannot ensure that there is public liability insurance in accordance with clause 108.21, the Provider must not provide, Broker or Purchase the activities without the Department's prior written approval.

Note: The Department has purchased personal accident insurance, and public and products liability insurance that covers Stream Participants and DES 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.

The Department has also purchased public and products liability insurance for Activity Host Organisations, owners of private property, and lease holders and farms who are receiving assistance on their property from job seekers undertaking Work for the Dole – Community Support Projects. This insurance covers liability where a claim is denied under the Activity Host Organisation, owner or lease holder or farm's own public liability insurance policy because that policy excludes particular claims arising in relation to Work for the Dole – Community Support Projects. A copy of this policy is available on the Provider Portal. The amount and form of these insurances is at the Department's absolute discretion.

Transport

- 108.23 If the Provider provides transport for Fully Eligible Participants for the purposes of an Activity, the Provider must do so in accordance with any Guidelines.

109. National Work Experience Programme Placements and Work Experience (Other) Placements

- 109.1 Subject to clauses 107.4(a) and 109.2, and any Guidelines, the Provider may provide, Purchase, Broker or arrange National Work Experience Programme Placements and Work Experience (Other) Placements for:
- (a) eligible Fully Eligible Participants (Mutual Obligation), as part of meeting their Annual Activity Requirements or at any other time; and

(b) other eligible Stream Participants, if specified in their Job Plan,

but only:

- (c) if each National Work Experience Programme Placement and Work Experience (Other) Placement does not, in whole or in part, involve work which would have been undertaken by a paid worker if the National Work Experience Programme Placement or Work Experience (Other) Placement had not taken place;
- (d) if the Provider is satisfied that, for each National Work Experience Programme Placement, there is a likelihood that the relevant Stream Participant will obtain paid employment with the relevant Activity Host Organisation following the National Work Experience Programme Placement, and the Provider has made an assessment of the likely length of that employment; and
- (e) in accordance with any Guidelines.

109.2 The Provider must ensure that each National Work Experience Programme Placement and Work Experience (Other) Placement does not exceed a maximum of four weeks duration with a maximum of 25 hours participation per week.

Note: where the Provider has assessed, for the purpose of clause 109.1(d), that the likely length of a subsequent paid employment opportunity is for less than six months the placement should be for less than the maximum of four weeks (e.g. less than two weeks).

109.3 Where the Provider places an eligible Stream Participant into a National Work Experience Programme Placement or a Work Experience (Other) Placement, the Provider must, prior to the Stream Participant starting that National Work Experience Programme Placement or Work Experience (Other) Placement, ensure that:

- (a) the Stream Participant; and
- (b) the Activity Host Organisation,

have signed an agreement as specified by the Department in any Guidelines.

NWEP Incentive for Activity Host Organisations

109.4 Subject to clause 109.5:

- (a) the Provider may claim, and the Department will pay to the Provider, one NWEP Incentive for each commencement of an eligible Stream Participant in an NWEP Placement; and
- (b) the Provider must pay the NWEP Incentive to the relevant Activity Host Organisation from the Provider's own funds no later than five Business Days after receiving the relevant invoice from the Activity Host Organisation, unless otherwise agreed by the Activity Host Organisation.

109.5 The Provider must only claim and pay an NWEP Incentive if the Provider has confirmed that:

- (a) the Stream Participant, NWEP Placement and Activity Host Organisation satisfy the eligibility requirements for an NWEP Incentive;
- (b) the Stream Participant has commenced in the relevant NWEP Placement;
- (c) the Stream Participant and the Activity Host Organisation have entered into an agreement in relation to the NWEP Placement; and
- (d) an NWEP Incentive has not been paid by any Employment Provider (including the Provider), NEST Provider or Transition to Work Provider for any other NWEP Placement of the same Stream Participant with the same Activity Host Organisation.

109A PaTH Internships

- 109A.1 Subject to this Deed including any Guidelines, the Provider may arrange PaTH Internships for PaTH Interns.
- 109A.2 The Provider must ensure that each PaTH Internship that it arranges:
- (a) is for a duration of no less than 4 weeks and no more than 12 weeks; and
 - (b) involves participation by the relevant PaTH Intern of between 30 and 50 hours per fortnight.
- 109A.3 Where the Provider places a PaTH Intern into a PaTH Internship, the Provider must, prior to the PaTH Intern starting that PaTH Internship, and in accordance with any Guidelines, ensure that:
- (a) the Provider has updated the PaTH Intern's Job Plan to include details of the PaTH Internship;
 - (b) the Provider has created the relevant PaTH Internship Agreement in the Department's IT Systems; and
 - (c) the PaTH Intern, the Activity Host Organisation and the Provider have signed the relevant PaTH Internship Agreement.
- 109A.4 The Provider must promote, deal with enquiries, manage and report on PaTH Internships, in accordance with any Guidelines.
- 109A.5 If the Provider suspects or becomes aware that any Activity Host Organisation has breached a PaTH Internship Agreement, the Provider must immediately Notify the Department and provide information about the relevant breach as required by the Department.

109B PaTH Internship Amounts payable to Activity Host Organisations

- 109B.1 The Provider must only pay the PaTH Internship Amount to an Activity Host Organisation with respect to a PaTH Internship for a Fully Eligible Participant (Mutual Obligation) if the Provider has:
- (a) confirmed that:
 - (i) the Participant is a PaTH Intern;
 - (ii) the relevant position meets the requirements of a PaTH Internship as specified in this Deed, including any Guidelines;
 - (iii) the Activity Host Organisation satisfies the eligibility requirements to host, and receive a PaTH Internship Amount for, a PaTH Internship, as specified in this Deed, including any Guidelines; and
 - (iv) the PaTH Intern has commenced in the relevant PaTH Internship; and
 - (b) entered into a PaTH Internship Agreement in relation to the PaTH Internship with the relevant PaTH Intern and the Activity Host Organisation,
- and done so in accordance with any Guidelines.
- 109B.2 Subject to any contrary provision specified in any Guidelines, the Provider must ensure that each payment of a PaTH Internship Amount is paid:
- (a) from the Provider's own funds;
 - (b) to the relevant Activity Host Organisation;
 - (c) only once for each PaTH Intern; and

- (d) otherwise in accordance with any Guidelines.

Reimbursement

- 109B.3 The Department will Reimburse the Provider for each PaTH Internship Amount that is:
 - (a) paid in accordance with this Deed; and
 - (b) claimed by the Provider in accordance with this clause 109B.
- 109B.4 Once the Provider has properly paid a PaTH Internship Amount in accordance with clauses 109B.1 and 109B.2, the Provider may submit a claim for Reimbursement through the Department's IT Systems, but only in accordance with this clause 109B and any Guidelines.
- 109B.5 Each claim for Reimbursement under this clause 109B must be rendered by the Provider to the Department no more than 56 days after the end of the relevant PaTH Internship Period.

109C Employability Skills Training

- 109C.1 Subject to this Deed, and without limiting clause 107.1, the Provider must refer EST Eligible Participants to EST Courses through the Department's IT Systems in accordance with any Guidelines.
- 109C.2 The Provider is not required to refer an EST Eligible Participant to an EST Course where the Provider considers that one or more reasons for not participating, as specified in any Guidelines, apply in respect of that EST Eligible Participant.
- 109C.3 The Provider must not refer an EST Eligible Participant to an EST Course delivered by the Provider's Own Organisation or a Related Entity.
- 109C.4 Before referring a Participant to an EST Course, the Provider must, in accordance with any Guidelines:
 - (a) confirm that the Participant is an EST Eligible Participant;
 - (b) unless advised otherwise by the Department, ensure that the Participant has not previously completed that type of EST Course;
 - (c) determine whether the Participant has the capacity to undertake the EST Course on a full time basis or on a part time basis; and
 - (d) ensure that the EST Course is suitable for the Participant.
- 109C.5 For each EST Eligible Participant that the Provider refers to an EST Course, the Provider must:
 - (a) prior to the Participant starting the EST Course, update the Participant's Job Plan to include details of the EST Course; and
 - (b) comply with any requirements specified in any Guidelines with respect to the Participant's attendance at, and completion of, the EST Course.
- 109C.6 The Provider must:
 - (a) develop good working relationships with EST Providers in its Employment Region(s) so as to ensure the successful implementation of Employability Skills Training; and
 - (b) promote, deal with enquiries, manage and report on EST, in accordance with any Guidelines.
- 109C.7 The Department may give a direction to the Provider in relation to an EST Course, or the referral of a Participant to an EST Course, including a direction that:

- (a) a Participant be referred to another EST Course delivered by the same or another EST Provider; and
- (b) no Participants are to be referred to one or more EST Courses delivered by an EST Provider,

and if the Provider receives such a direction, the Provider must:

- (c) immediately take any action required by the direction; and
- (d) otherwise continue to perform the Services in accordance with this Deed.

109D Launch into Work Placements

109D.1 Subject to clause 109D.2, the Provider may arrange Launch into Work Placements for:

- (a) eligible Fully Eligible Participants (Mutual Obligation), as part of meeting their Annual Activity Requirements or at any other time; and
 - (b) other eligible Stream Participants,
- but only:
- (c) if each Launch into Work Placement does not, in whole or in part, involve work which would have been undertaken by a paid worker if the Launch into Work Placement had not taken place; and
 - (d) in accordance with any Guidelines.

109D.2 The Provider must, in accordance with any Guidelines:

- (a) identify potentially suitable Stream Participants for the Launch into Work Placement and refer them to an information session by the Launch into Work Organisation; and
- (b) refer suitable Stream Participants to the Launch into Work Placement.

109D.3 For each Stream Participant that the Provider refers to a Launch into Work Placement, the Provider must:

- (a) prior to the Stream Participant starting in the Launch into Work Placement, update the Stream Participant's Job Plan to include details of the Launch into Work Placement; and
- (b) comply with any requirements specified in any Guidelines with respect to the Stream Participant's participation in, and completion of the Launch into Work Placement.

109D.4 The Provider must:

- (a) develop and maintain effective relationships with Launch into Work Organisations in its Employment Regions so as to ensure the successful delivery of the Launch into Work program; and
- (b) promote, deal with enquiries, manage and report on Launch into Work, in accordance with any Guidelines.

109D.5 The Department may give a direction to the Provider in relation to a Launch into Work Placement, or the referral of a Stream Participant to a Launch into Work Placement, and if the Provider receives such a direction, the Provider must:

- (a) immediately take any action required by the direction; and
- (b) otherwise continue to perform the Services in accordance with this Deed.

109E Career Transition Assistance

Referral of Participants to CTA

- 109E.1 Subject to this Deed, and without limiting clause 107.1, the Provider may, in accordance with any Guidelines:
- (a) if the Provider is contracted to deliver Services within a CTA Trial Region, refer any CTA Eligible Participant to a CTA Provider in that CTA Trial Region to undertake a CTA Course; or
 - (b) if the Provider is contracted to deliver Services in an Employment Region other than a CTA Trial Region, refer any CTA Eligible Participant to a CTA Provider in that Employment Region to undertake a CTA Course.
- 109E.2 Before referring a Participant to undertake a CTA Course, the Provider must, in accordance with any Guidelines:
- (a) confirm that the Participant is a CTA Eligible Participant;
 - (b) unless advised otherwise by the Department, ensure that the Participant has not previously, in the same Period of Service, completed the CTA Course to which the Provider proposes to refer the Participant;
 - (c) determine whether the Participant has the capacity to undertake the CTA Course on a full time basis or part time basis; and
 - (d) ensure that the CTA Course is suitable for the Participant.
- 109E.3 For each CTA Eligible Participant who the Provider refers to a CTA Course, the Provider must:
- (a) prior to the Participant starting the CTA Course, update the Participant's Job Plan to include details of the CTA Course; and
 - (b) comply with any requirements specified in any Guidelines with respect to the Participant's attendance at, and completion of, the CTA Course.

Working with CTA Providers

- 109E.4 If the Provider delivers Services:
- (a) in one or more CTA Trial Regions; or
 - (b) for the purposes of the CTA National Rollout, in an Employment Region that is not a CTA Trial Region, or in Employment Regions that are not CTA Trial Regions,
- the Provider must:
- (c) develop strong and sustainable working relationships with the CTA Providers in those CTA Trial Regions or Employment Regions, as the case may be, so as to ensure the successful delivery of CTA; and
 - (d) promote, deal with enquiries, manage and report on CTA, in accordance with any Guidelines or as otherwise directed by the Department.

Directions regarding CTA

- 109E.5 The Department may give a direction to the Provider in relation to a CTA Course, or in relation to the referral of a Participant to a CTA Course delivered by a CTA Provider, including a direction that:
- (a) a Participant be referred to a CTA Course delivered by another CTA Provider; and
 - (b) no Participants are to be referred to CTA Course delivered by a CTA Provider,
- and if the Provider receives such a direction, the Provider must:

- (c) immediately take any action required by the direction; and
- (d) otherwise continue to perform the Services in accordance with this Deed.

109F Regional Employment Trials

- 109F.1 Subject to clause 109F.2, the Provider may, in accordance with any Guidelines, arrange RET Activities, or provide RET Activities if they are a RET Grant Recipient, for:
- (a) eligible Fully Eligible Participants (Mutual Obligation), as part of meeting their Annual Activity Requirements or at any other time; and
 - (b) other eligible Stream Participants.
- 109F.2 The Provider may refer any eligible Stream Participant to a RET Activity in accordance with any Guidelines.
- 109F.3 For each Stream Participant that the Provider refers to a RET Activity, the Provider must:
- (a) prior to each Stream Participant starting in the RET Activity, update the Stream Participant's Job Plan to include details of the RET Activity; and
 - (b) comply with any requirements specified in any Guidelines with respect to the Stream Participant's participation in, and completion of, the RET Activity.
- 109F.4 The Provider must promote, deal with enquiries, manage and report on RET, in accordance with any Guidelines.

109G Harvest Trail Services

- 109G.1 Subject to this Deed, the Provider may refer any Stream Participant to an HTS Provider for a Harvest Placement in accordance with any Guidelines.
- 109G.2 For each Stream Participant that the Provider refers to an HTS Provider for a Harvest Placement, the Provider must:
- (c) prior to the Stream Participant starting in a Harvest Placement, update the Stream Participant's Job Plan to include the referral to the HTS Provider;
 - (d) otherwise continue to service the Stream Participant in accordance with this Deed; and
 - (e) comply with any requirements specified in any Guidelines with respect to the Stream Participant's Harvest Placement.

Note 1: Despite any referral of a Stream Participant by the Provider to an HTS Provider for a Harvest Placement, the Stream Participant remains on the Provider's caseload.

Note 2: Stream Participants who are referred to an HTS Provider are called Harvest Workers.

- 109G.3 The Provider must promote, deal with enquiries, manage and report on HTS, in accordance with any Guidelines.

109H Local Jobs Program Activities

- 109H.1 Subject to clause 109H.2, the Provider may, in accordance with any Guidelines, arrange LJP Activities, or provide LJP Activities if they are an LJP Activity Host, for:
- (a) eligible Fully Eligible Participants (Mutual Obligation), as part of meeting their Annual Activity Requirements or at any other time; and
 - (b) other eligible Stream Participants.
- 109H.2 The Provider may refer any eligible Stream Participant to an LJP Activity in accordance with any Guidelines.
- 109H.3 For each Stream Participant that the Provider refers to an LJP Activity, the Provider must:

- (a) prior to each Stream Participant starting in the LJP Activity, update the Stream Participant's Job Plan to include details of the LJP Activity; and
- (b) comply with any requirements specified in any Guidelines with respect to the Stream Participant's participation in, and completion of, the LJP Activity.

109H.4 The Provider must promote, respond to enquiries, manage and report on LJP Activities, in accordance with any Guidelines.

110. Work health and safety

Note: For the avoidance of doubt, the Provider must comply with the requirements in clause 110 where the Provider provides the Activity itself, as well as where any other organisation provides the Activity (such as a Related Entity).

- 110.1 Prior to the commencement of any Work for the Dole activity, Voluntary Work, PaTH Internship, Launch into Work Placement, National Work Experience Programme Placement, Work Experience (Other) Placement, an LJP Activity or RET Activity, and throughout these Activities, the Provider must, in accordance with any Guidelines, satisfy itself that there is a safe system of work in place, including that the relevant Activity Host Organisation, Launch into Work Organisation, LJP Activity Host or RET Grant Recipient is complying with work health and safety requirements relevant to the jurisdiction in which the Activity occurs.
- 110.2 The Provider must, in accordance with any Guidelines:
 - (a) undertake a risk assessment:
 - (i) for any Voluntary Work, PaTH Internship, Launch into Work Placement, National Work Experience Programme Placement or Work Experience (Other) Placement;
 - (ii) for any Work for the Dole activity, but only if the Provider itself Sources the relevant potential Work for the Dole Place;
 - (iii) for any:
 - A. RET Activity, but only if the Provider is the RET Partnering Provider; and
 - B. LJP Activity, but only if the Provider is the LJP Activity Partnering Provider; and
 - (iv) in any case, for each individual Stream Participant, with regard to their potential participation in any Work for the Dole activity, Voluntary Work, PaTH Internship, Launch into Work Placement, National Work Experience Programme Placement, Work Experience (Other) Placement, LJP Activity or RET Activity, prior to the commencement of:
 - (v) any such Activities; and
 - (vi) each Stream Participant in such Activities;
 - (b) if the Provider is the Lead Provider, confirm that the relevant DES Provider has undertaken a risk assessment for each individual DES Participant with regard to their potential participation in any Work for the Dole activity;
 - (c) retain Records of each risk assessment referred to in clause 110.2(a) and (b) and any action taken in accordance with the risk assessment, and provide the relevant Records to the Department upon request; and
 - (d) ensure that each Activity Host Organisation is obliged to immediately advise:
 - (i) in the case of any Work for the Dole activity, the Lead Provider; and
 - (ii) in the case of any Voluntary Work, PaTH Internship, National Work Experience Programme Placement or Work Experience (Other) Placement, the Provider,

of any proposed or actual changes to the tasks being undertaken by a Participant or DES Participant involved in such Activities or the circumstances in which those tasks are being undertaken.

110.3 If the Provider:

- (a) is the Lead Provider in relation to a Work for the Dole Place;
- (b) has Brokered, Purchased or arranged a Voluntary Work, PaTH Internship, Launch into Work Placement, National Work Experience Programme Placement or Work Experience (Other) Placement; or
- (c) is the:
 - (i) RET Partnering Provider in relation to a RET Activity; or
 - (ii) LJP Activity Partnering Provider, in relation to an LJP Activity,

it must in accordance with any Guidelines:

- (d) when negotiating the relevant Activity Host Organisation Agreement, or arranging a Launch into Work Placement, LJP Activity or a RET Activity, as relevant, confirm with the relevant Activity Host Organisation, Launch into Work Organisation, LJP Activity Host or RET Grant Recipient:
 - (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;
- (e) undertake ongoing work health and safety monitoring of the Work for the Dole activity, Voluntary Work, PaTH Internship, Launch into Work Placement, National Work Experience Programme Placement, Work Experience (Other) Placement, LJP Activity or RET Activity, as relevant; and
- (f) 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.

110.4 If the Provider does not itself employ a Competent Person relevant to meeting the obligations at clauses 110.1, 110.2 and 110.3, it must engage a relevant Competent Person, as required, for this purpose.

110.5 Prior to the commencement of a Stream Participant in any Work for the Dole activity, Voluntary Work, PaTH Internship, Launch into Work Placement, National Work Experience Programme Placement, Work Experience (Other) Placement, LJP Activity or a RET Activity, and at all times during each Activity, the Provider must, in accordance with any Guidelines:

- (a) examine the relevant risk assessment to ensure that the Work for the Dole activity, Voluntary Work, PaTH Internship, Launch into Work Placement, National Work Experience Programme Placement, Work Experience (Other) Placement, LJP Activity or RET Activity is appropriate for the Stream Participant being considered for placement, 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, that will be required to ensure that the Stream Participant can participate in the Activities safely, and ensure that training of sufficient length and quality is provided to all Stream Participants by the Activity Host Organisation, Launch into Work Organisation, LJP Activity Host or RET Grant Recipient;
- (c) ensure that appropriate facilities (such as toilets and access to drinking water) will be available to all Stream Participants;
- (d) identify if any specific equipment, clothing or materials are required for Stream Participants to participate safely in the relevant Activities, and ensure that such materials will be provided to Stream Participants;
- (e) ensure that the Stream Participant being considered for placement in the Activity has been advised of the process for reporting any work health and safety issues regarding the Activities; and
- (f) purchase or fund additional insurance for the Work for the Dole activity, Voluntary Work, PaTH Internship, Launch into Work Placement, National Work Experience Programme Placement, Work Experience (Other) Placement, LJP Activity or placement in a RET Activity, if required.

Incidents

- 110.6 The Provider must Notify the Department as soon as possible, and within 24 hours, 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 Stream Participant, a DES 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 Services into disrepute.
- 110.7 Where an incident referred to in clause 110.6 is an accident, or involves injury or death, the Provider must also, as soon as possible, and within 24 hours, notify the Department in the form specified in any Guidelines giving full details of the accident, injury or death.
- 110.8 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 Stream Participants and DES Participants.

111. Supervision

Note: Supervisors may be engaged/employed by the Provider to supervise Activities (other than PaTH Internships or RET Activities), or may be engaged/employed by Activity Host Organisations to supervise Activities that they provide. EST Providers are responsible for arranging Supervision in relation to EST Courses, CTA Providers are responsible for arranging Supervision in relation to CTA Courses, Launch into Work Organisations are responsible for arranging Supervision in relation to Launch into Work Placements, LJP Activity Hosts are responsible for arranging Supervision in relation to LJP Activities, and RET Grant Recipients are responsible for arranging Supervision in relation to RET Activities.

- 111.1 The Provider must, in accordance with any Guidelines, ensure that:
- (a) it, or where relevant each Activity Host Organisation, provides adequate and appropriate Supervision for any Voluntary Work, PaTH Internship, National Work Experience Programme Placement or Work Experience (Other) Placement so as to ensure that relevant Stream Participants are undertaking appropriate tasks and operating in a healthy and safe environment;

- (b) it, or where relevant each Activity Host Organisation, provides adequate and appropriate Supervision for any Work for the Dole activity so as to ensure that relevant Stream Participants and DES Participants are undertaking appropriate tasks and operating in a healthy and safe environment;
- (c) where any Voluntary Work, PaTH Internship, National Work Experience Programme Placement or Work Experience (Other) Placement involves:
 - (i) people who are elderly, disabled or otherwise vulnerable; or
 - (ii) Children (excluding other Participants),
 the Supervision provided is continuous over the entire duration of the Activity; and
- (d) where any Work for the Dole activity involves:
 - (i) people who are elderly, disabled or otherwise vulnerable; or
 - (ii) Children (excluding other Participants or DES Participants),
 the Supervision provided is continuous over the entire duration of the Activity.

111.2 The Provider must ensure that relevant checks are conducted:

- (a) by the Provider on all Stream Participants and all relevant Personnel and Supervisors in accordance with clause 8; and
- (b) by the relevant DES Provider on all DES Participants,

whenever an Activity involves close proximity with people who are elderly, disabled or otherwise vulnerable or Children (excluding other Participants or DES Participants).

Note: EST Providers are responsible for conducting relevant checks on their Personnel and Supervisors prior to their involvement in EST, CTA Providers are responsible for conducting relevant checks on their Personnel and Supervisors prior to their involvement in CTA Courses, Launch into Work Organisations are responsible for conducting relevant checks on their Personnel and Supervisors prior to their involvement in Launch into Work Placements, LJP Activity Hosts are responsible for conducting relevant checks on their Personnel and Supervisors prior to their involvement in LJP Activities and RET Grant Recipients are responsible for conducting relevant checks on their Personnel and Supervisors prior to their involvement in RET Activities.

111.3 The Provider must ensure that all relevant Personnel and Supervisors for any Work for the Dole activity, Voluntary Work, PaTH Internship, National Work Experience Programme Placement or Work Experience (Other) Placement:

- (a) are fit and proper persons to be involved in the Activities;
- (b) have a high level of skill/knowledge, training and/or experience in:
 - (i) the part of each Activity in which they are engaged; and
 - (ii) working with, training and supervising persons in such activities;
- (c) have had checks as specified in clause 8.1 and have met any additional statutory requirements (including under state and territory law), prior to being given responsibility for the Supervision of Stream Participants; and
- (d) have had checks as specified in clause 8.1 and have met any additional statutory requirements (including under state and territory law), prior to being given responsibility for the Supervision of DES Participants in Work for the Dole.

111.4 The Department may give Notice, on reasonable grounds related to the performance of any Work for the Dole activity, Voluntary Work, PaTH Internship, Launch into Work Placement, and National Work Experience Programme Placement or Work Experience (Other) Placement, requiring the Provider to remove, or arrange for the removal of, a Supervisor, whether

engaged by the Provider or engaged by an Activity Host Organisation or Launch into Work Organisation, from work on the Activities.

- 111.5 Where the Department gives Notice under clause 111.4, the Provider must, at its own cost, promptly arrange for the removal of such a Supervisor from work on the Activities and their replacement with one or more Supervisors acceptable to the Department.
- 111.6 Except for PaTH Internships, Launch into Work Placements and RET Activities, the Provider must ensure that each Supervisor, whether engaged by the Provider or engaged by an Activity Host Organisation, is required to notify the Provider of:
- (a) the non-attendance at all relevant Activities; and
 - (b) any other non-compliance with the Activities,
- of a Stream Participant as soon as practicable, but no later than at the end of the relevant working week.
- 111.7 All Supervisors who:
- (a) are contracted by the Provider to provide Supervision for any Work for the Dole activity, Voluntary Work, National Work Experience Programme Placement or Work Experience (Other) Placement that the Provider provides itself; and
 - (b) are not employees of the Provider,
- are deemed to be approved Subcontractors for the purposes of clause 48.1(a).

112. Other matters

- 112.1 The Provider must:
- (a) ensure that each Stream Participant, DES Participant, Activity Host Organisation, and any Supervisor engaged by the Provider, are aware that the Activity 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 Stream Participant is aware of the process to lodge a complaint or voice safety concerns about an Activity; and
 - (d) ensure that each DES Participant participating in a Work for the Dole Place, for which the Provider is the Lead Provider, is aware of the process to lodge a complaint or voice safety concerns about a Work for the Dole activity.
- 112.2 The Provider must ensure that, to the extent allowed by law and unless otherwise expressly agreed by the Parties, there is no intention or understanding on the part of an Activity Host Organisation or a Stream Participant that any Activity itself will create legal relations between the Stream Participant and:
- (a) the Commonwealth;
 - (b) the Provider; or
 - (c) the Activity Host Organisation.

Section B3.3 – Job Search Requirements

113. Job Search Requirements

- 113.1 The Provider must ensure that a Delegate:

- (a) specifies the Job Search Requirement for each Fully Eligible Participant (Mutual Obligation) in their Job Plan; and
 - (b) ensures that the Job Search Requirement is appropriately recorded in the Fully Eligible Participant's (Mutual Obligation) Job Plan at all times during their Period of Service.
- 113.2 The Provider must ensure that each Fully Eligible Participant (Mutual Obligation) is aware at all times:
- (a) of their current Job Search Requirement;
 - (b) that they must report details of their Job Searches through the jobactive Website, through the jobseeker application (app) or directly to the Provider and the frequency of such provision; and
 - (c) how they can record their Job Searches for the purposes of clause 113.2(b).
- 113.3 For each Fully Eligible Participant (Mutual Obligation), the Provider must, as specified in any Guidelines:
- (a) if the Participant does not report details of their Job Searches through the jobactive Website or through the jobseeker application (app), record:
 - (i) in the Department's IT Systems; and
 - (ii) no later than close of business on the same day that each Job Search is reported, the number of Job Searches reported by the Participant directly to the Provider and do so as specified in any Guidelines; and
 - (b) determine whether the Participant's Job Search efforts satisfactorily meet their Job Search Requirement for each Job Search Period by reviewing and confirming the quality of the Job Search effort reported by the Participant (whether through the jobactive Website or directly to the Provider) no later than five business days after the end of each Job Search Period.

Note 1: the Department's IT Systems will identify if the number of Job Searches reported (whether through the jobactive Website or directly to the Provider) meets the Participant's Job Search Requirement for each Job Search Period.

Note 2: Clause 114 (Compliance Action – Mutual Obligation Failures) will apply if the number or quality of Job Search efforts reported by a Participant fails to satisfy their Job Search Requirement for a Job Search Period.

Section B3.4– Compliance Action

114. Compliance Action – Mutual Obligation Failures

Same Business Day response to Mutual Obligation Failures

- 114.1 Subject to clause 114.2, if the Provider becomes aware that a Fully Eligible Participant (Mutual Obligation) has apparently committed a Mutual Obligation Failure, the Provider must:
- (a) attempt to contact the Participant on the same Business Day on which the Provider becomes aware of the apparent Mutual Obligation Failure; and
 - (b) if:
 - (i) there is contact between the Provider and the Participant on that day, comply with clause 114.3 immediately during that contact; or
 - (ii) clause 114.1(b)(i) does not apply, immediately comply with clause 114.5.
- 114.2 Where a Mutual Obligation Failure has occurred because:

- (a) the Participant fails to undertake adequate Job Searches by the end of a Job Search Period, then:
 - (i) clause 114.1 does not apply;
 - (ii) subject to any Guidelines, if the Participant's Reconnection Requirement specified in the Department's IT Systems is a Capability Interview or a Capability Assessment, the Provider must set the relevant Reconnection Requirement by scheduling a date and time for the Reconnection Requirement to occur within the timeframe specified in any Guidelines;
 - (iii) if the Participant does not have SMS or e-mail details recorded in the Department's IT Systems for automated notification, the Provider must, on the day the Department's IT Systems notify the Provider of the Mutual Obligation Failure, send the notice prepared by the Department's IT Systems in response to the Mutual Obligation Failure to the Participant's postal address; and
 - (iv) if the Participant later contacts the Provider to discuss the Mutual Obligation Failure, the Provider must comply with clause 114.6 immediately during that contact; or
- (b) the Participant fails to enter into a Job Plan, then:
 - (i) clause 114.1 does not apply; and
 - (ii) subject to any Guidelines, the Provider must immediately comply with clause 114.5.

Note: Clause 114.2(a) applies where the Participant fails to undertake an adequate number of Job Searches and where the quality of the Participant's Job Search effort is not adequate.

Successful same Business Day contact

114.3 For the purposes of clause 114.1(b)(i), the Provider must:

- (a) discuss the circumstances of the apparent Mutual Obligation Failure; and
- (b) if the Provider considers that a Mutual Obligation Failure has been committed, comply with clause 114.4.

114.4 For the purposes of clause 114.3(b), the Provider must, subject to any Guidelines:

- (a) discuss the Participant's reasons for the Mutual Obligation Failure and assess if the Participant has a Valid Reason;
- (b) set a Reconnection Requirement, as specified in the Department's IT Systems, by scheduling a date and time for the Reconnection Requirement to occur within the timeframe specified in any Guidelines;
- (c) advise the Participant:
 - (i) of the action taken by the Provider under clauses 114.4(b) and (e);
 - (ii) that their Income Support Payment will, as a minimum, remain suspended until they comply with their Reconnection Requirement;
 - (iii) of the effect of not complying with the Reconnection Requirement; and
 - (iv) if the Participant is identified as being in the penalty zone on the Department's IT Systems, that the Mutual Obligation Failure will be automatically referred to Services Australia;

- (d) record the details and outcomes required in the Department's IT Systems for each matter specified in this clause 114.4; and
- (e) take any other action specified in any Guidelines, including (where relevant):
 - (i) suspending the Participant's Income Support Payment by recording in the Department's IT Systems that the Participant has committed a Mutual Obligation Failure; and
 - (ii) if the Provider assesses in accordance with clause 114.4(a) that the Participant does not have a Valid Reason for the Mutual Obligation Failure, confirming a Demerit by recording that assessment in the Department's IT Systems.

Unsuccessful or unrequired same Business Day contact

114.5 For the purposes of clauses 114.1(b)(ii) and 114.2(b)(ii), the Provider must:

- (a) immediately:
 - (i) if the Participant does not have SMS or e-mail details recorded in the Department's IT Systems for automated notification, send the notice prepared by the Department's IT Systems in response to the apparent Mutual Obligation Failure to the Participant's postal address; and
 - (ii) take any other action specified in any Guidelines;
- (b) if the Participant later contacts the Provider to discuss the Mutual Obligation Failure, comply with clause 114.6 immediately during that contact; and
- (c) if the Participant:
 - (i) has not contacted the Provider within two Business Days after the Business Day referred to in clause 114.1(a); and
 - (ii) does not have SMS or e-mail details recorded in the Department's IT Systems for automated notification,

send the notice prepared by the Department's IT Systems in response to the apparent Mutual Obligation Failure to the Participant's postal address.

114.6 For the purposes of clauses 114.2(a)(iv) and 114.5(b), the Provider must, subject to any Guidelines:

- (a) discuss the circumstances of the apparent Mutual Obligation Failure; and
- (b) if the Provider considers that a Mutual Obligation Failure has been committed:
 - (i) discuss the Participant's reasons for the Mutual Obligation Failure and assess if the Participant has a Valid Reason;
 - (ii) set a Reconnection Requirement, as specified in the Department's IT Systems, by scheduling a date and time for the Reconnection Requirement to occur within the timeframe specified in any Guidelines;
 - (iii) advise the Participant:
 - (A) of the action taken by the Provider under clauses 114.6(b)(i) and (ii);
 - (B) that their Income Support Payment will, as a minimum, remain suspended until they comply with their Reconnection Requirement;
 - (C) of the effect of not complying with the Reconnection Requirement; and

- (D) if the Participant is identified as being in the penalty zone on the Department's IT Systems, that the Mutual Obligation Failure will be automatically referred to Services Australia;
- (iv) record the details and outcomes required in the Department's IT Systems for each matter specified in this clause 114.6; and
- (v) take any other action specified in any Guidelines (including confirming or removing a Demerit by recording in the Department's IT Systems that the Participant does not, or does, have a Valid Reason for a Mutual Obligation Failure, where relevant).

Capability Interview

- 114.7 The Provider must conduct a Capability Interview in accordance with clauses 114.8 and 114.9 with a Fully Eligible Participant (Mutual Obligation) if the Department's IT Systems specify that the Participant's Reconnection Requirement is a Capability Interview.
- 114.8 During each Capability Interview, the Provider must:
- (a) ensure the Participant understands the purpose and potential outcomes of the Capability Interview;
 - (b) review the Participant's most recent JSCI Assessment and:
 - (i) confirm that the JSCI Assessment accurately reflects their current circumstances; or
 - (ii) if the JSCI Assessment does not accurately reflect their current circumstances, conduct a Change of Circumstances Reassessment in accordance with clause 79.1(b) or (c) (as relevant);
 - (c) using the Capability Management Tool, identify and consider all known personal circumstances against the Participant's Mutual Obligation Requirements;
 - (d) in accordance with any Guidelines, assess whether the Participant's Job Plan is suitable for the Participant and update the Participant's Job Plan if required; and
 - (e) record the details and outcomes required in the Department's IT Systems for each matter specified in this clause 114.8.
- 114.9 Each Capability Interview must be conducted:
- (a) only with one Participant;
 - (b) within two Business Days of the Participant incurring the Demerit that triggered the Capability Interview, unless otherwise specified in any Guidelines; and
 - (c) face to face, except in allowable circumstances as specified in any Guidelines.

Capability Assessment

- 114.10 Where Services Australia has conducted a Capability Assessment for a Fully Eligible Participant (Mutual Obligation), the Provider must:
- (a) review the outcome of the Capability Assessment and action any recommendations from Services Australia arising from the outcome; and
 - (b) if the Capability Assessment found that the Participant's Job Plan is not suitable for the Participant, ensure that a Delegate updates the Participant's Job Plan within the timeframe and as specified in the findings of the Capability Assessment and any Guidelines.

Removing Demerits

- 114.11 Where a Fully Eligible Participant (Mutual Obligation) has incurred a Demerit for a Mutual Obligation Failure and the Provider subsequently becomes aware that:
- (a) the Mutual Obligation Failure relates to a Mutual Obligation Requirement that the Provider considers was not appropriate to the Participant's circumstances at the time;
 - (b) the Mutual Obligation Failure was:
 - (i) caused or substantially contributed to by previously undisclosed circumstances; and
 - (ii) the Provider is satisfied that a Valid Reason would have existed for the Mutual Obligation Failure had the relevant circumstances been disclosed at the time;
 - (c) the Mutual Obligation Failure occurred because the Participant failed to self-report the required number of Job Searches by the end of a Job Search Period or failed to enter into a Job Plan, and the Provider is satisfied that the Participant had a Valid Reason for the Mutual Obligation Failure; or
 - (d) the Mutual Obligation Failure or Demerit was recorded in error,
- the Provider must remove the Demerit, change the related Reconnection Requirement (if required), and record the reasons for removal on the Department's IT Systems, within one Business Day of becoming aware of the relevant matter, in accordance with any Guidelines.
- 114.12 Where requested by a Fully Eligible Participant (Mutual Obligation), the Department or Services Australia, the Provider must consider if clause 114.11 applies to a Demerit, and remove the Demerit if it does.

115. Compliance Action – Work Refusal Failures

Same Business Day response to Work Refusal Failures

- 115.1 If the Provider becomes aware that a Fully Eligible Participant (Mutual Obligation) has apparently committed a Work Refusal Failure, the Provider must:
- (a) attempt to contact the Participant on the same Business Day on which the Provider becomes aware of the apparent Work Refusal Failure; and
 - (b) if:
 - (i) there is contact between the Provider and the Participant on that day, comply with clause 115.2 immediately during that contact; or
 - (ii) clause 115.1(b)(i) does not apply, comply with clause 115.4.
- 115.2 For the purposes of clause 115.1(b)(i), the Provider must:
- (a) discuss the circumstances of the apparent Work Refusal Failure (including any reason why the employment offered may not be suitable for the Participant); and
 - (b) if the Provider considers that a Work Refusal Failure has been committed, comply with clause 115.3.
- 115.3 For the purposes of clause 115.2(b), the Provider must:
- (a) create a Work Refusal Failure report and record the details and outcomes required in the Department's IT Systems; and
 - (b) take any other action specified in any Guidelines.

115.4 For the purposes of clause 115.1(b)(ii), the Provider must:

- (a) on the same Business Day on which the Provider becomes aware of the apparent Work Refusal Failure:
 - (i) create a Work Refusal Failure report and record the details and outcomes required in the Department's IT Systems; and
 - (ii) if the Participant does not have SMS or e-mail details recorded in the Department's IT Systems for automated notification, send the notice prepared by the Department's IT Systems in response to the Work Refusal Failure report to the Participant's postal address;
- (b) take any other action specified in any Guidelines; and
- (c) if the Participant contacts the Provider to discuss the apparent Work Refusal Failure, comply with clause 115.5 immediately during that contact.

Note: when the Provider creates a Work Refusal Failure report, the Participant's Income Support Payment will be suspended and a Reconnection Requirement set to make contact with the Provider. If the Participant does not contact the Provider within 4 weeks, the Participant's Income Support Payment will be cancelled.

115.5 For the purposes of clause 115.4(c), the Provider must:

- (a) discuss the circumstances of the apparent Work Refusal Failure (including any reason why the employment offered may not be suitable for the Participant);
- (b) after considering whether the Participant has committed a Work Refusal Failure, update the Work Refusal Failure report as specified in any Guidelines; and
- (c) take any other action specified in any Guidelines.

116. Compliance Action – Unemployment Failures

116.1 If the Provider becomes aware that a Fully Eligible Participant (Mutual Obligation) has become unemployed apparently as:

- (a) a direct or indirect result of a voluntary act of the Participant; or
- (b) a result of the Participant's misconduct as an employee,

the Provider must:

- (c) attempt to contact the Participant on the same Business Day on which the Provider becomes aware of the unemployment; and
- (d) if:
 - (i) there is contact between the Provider on that day, comply with clause 116.2 immediately during that contact; or
 - (ii) clause 116.1(d)(i) does not apply, comply with clause 116.3.

116.2 For the purposes of clause 116.1(d)(i), the Provider must:

- (a) discuss the circumstances of the Participant becoming unemployed (including the Participant's reasons);
- (b) if the Provider considers it likely that the Participant became unemployed for a reason specified in clause 116.1(a) or (b), create an Unemployment Failure report and record the details and outcomes required in the Department's IT Systems, unless otherwise specified in any Guidelines; and
- (c) take any other action specified in any Guidelines.

116.3 For the purposes of clause 116.1(d)(ii), the Provider must:

- (a) on the same Business Day on which the Provider becomes aware that the Participant became unemployed apparently for a reason specified in clause 116.1(a) or (b):
 - (i) create an Appointment to occur within 10 Business Days after that Business Day, if an Appointment is not already scheduled to occur within that time; and
 - (ii) create an Unemployment Failure report and record the details and outcomes required in the Department's IT Systems, unless otherwise specified in any Guidelines;
- (b) take any other action specified in any Guidelines; and
- (c) during the next Contact, or if the Participant contacts the Provider to discuss the apparent Unemployment Failure, comply with clause 116.4 immediately during that contact.

116.4 For the purposes of clause 116.3(c), the Provider must:

- (a) discuss the circumstances of the apparent Unemployment Failure (including the Participant's reasons);
- (b) after considering whether the Participant has committed an apparent Unemployment Failure, update the Unemployment Failure report as specified in any Guidelines; and
- (c) take any other action specified in any Guidelines.

117. Non-compliance action for Disability Support Pension Recipients (Compulsory Requirements)

117.1 Where the Provider becomes aware that any Disability Support Pension Recipient (Compulsory Requirements) has failed to comply with one or more of their Mutual Obligation Requirements by failing to:

- (a) attend an Appointment;
- (b) enter into a current Job Plan; or
- (c) appropriately participate in any Activities as specified in any Guidelines,

the Provider must attempt to contact the Disability Support Pension Recipient (Compulsory Requirements) on the same Business Day that they become aware of the failure to comply.

117.2 If the Provider has been able to make contact with the Disability Support Pension Recipient (Compulsory Requirements), it must, within ten Business Days of becoming aware of the failure to comply referred to in clause 117.1 and in accordance with any Guidelines:

- (a) determine whether the failure to comply should be reported to Services Australia;
- (b) if the Provider determines that the failure to comply should be reported to Services Australia, document any information relevant to the failure to comply in the Department's IT Systems and report the failure to comply to Services Australia via the Department's IT Systems; and
- (c) if the Provider determines that the failure to comply should not be reported to Services Australia, use its best endeavours to ensure that the Disability Support Pension Recipient (Compulsory Requirements) complies with their Compulsory Requirements at the next available opportunity.

- 117.3 If the Provider has not been able to make contact with the Disability Support Pension Recipient (Compulsory Requirements), it must, within ten Business Days of becoming aware of the failure to comply referred to in clause 117.1:
- (a) determine whether any action should be taken under arrangements in relation to the failure to comply as specified in any Guidelines; and
 - (b) if the Provider determines that such action should be taken, document any information relevant to the failure to comply in the Department's IT Systems and report the failure to comply to Services Australia via the Department's IT Systems.

118. Delegate obligations

- 118.1 The Provider must ensure that the Provider's Personnel and Subcontractors:
- (a) are aware of, fully understand, and receive training on, the powers and functions that have been delegated to them under the Social Security Law including in relation to:
 - (i) preparation, approval and variation of Job Plans including specifying Mutual Obligation Requirements in Job Plans;
 - (ii) setting the date, time and manner of participation (including by recording Engagements in the Electronic Calendar) for the requirements specified in a Fully Eligible Participant (Mutual Obligation)'s Job Plan;
 - (iii) identifying Mutual Obligation Failures, Work Refusal Failures and apparent Unemployment Failures; and
 - (iv) determining suspension of a Participant's Income Support Payment following a Mutual Obligation Failure or Work Refusal Failure, imposing Reconnection Requirements and giving appropriate notice of those requirements and the effect of not complying with them;
 - (b) have, prior to taking action under Section B3.4, successfully completed all mandatory targeted compliance framework training identified in the online Learning Centre; and
 - (c) comply with the Social Security Law.

119. Transition to Targeted Compliance Framework

- 119.1 The Department may, at its absolute discretion, vary the operation of this Chapter B3 during the period 1 July 2018 to 31 October 2018 (the "TCF Transition Period") by issuing transitional advice or Guidelines. The Provider must perform all of its obligations under this Chapter B3 as varied by any transitional advice or Guidelines for the TCF Transition Period.
- 119.2 The Provider must ensure that a Delegate:
- (a) creates, enters into and approves a new Job Plan with each Fully Eligible Participant (Mutual Obligation); and
 - (b) explains the Job Plan to the Participant;
- on or before 31 October 2018.

120. Reserved

121. Reserved

Chapter B4 – Payments

Section B4.1 – Payments

122. Advance Payments

- 122.1 The Department may:
- (a) at its absolute discretion, Notify the Provider that the Provider may claim a Payment in advance and the amount that may be claimed; and
 - (b) specify in the Notice any other requirements with which the Provider must comply in order to be eligible for an advance payment.
- 122.2 Subject to this Deed, if, after receiving a Notice from the Department under clause 122.1, the Provider claims a Payment in advance, then provided that the Provider has complied with any requirements in the Notice, the Department will pay the Provider the amount of the advance payment as specified in the Notice.

Offsetting of advance Payments

- 122.3 On and from the date on which the Department makes a Payment in advance under this clause 122, the Department will, in such amounts and at such times as it determines, offset the Payment against all entitlements to Payments of the Provider under this Deed until the total of the offset entitlements equals the total amount of all Payments made in advance.
- 122.4 If on the Completion Date the total amount of all Payments made in advance have not been offset under clause 122.3, the difference between:
- (a) the total amount of Payments made in advance; and
 - (b) the total amount of the offset entitlements to Payments,
- is an overpayment for the purposes of clause 19.

123. Administration Fees

Note: Different rates of payment, as specified in Notice No. 15 issued to all Employment Providers on 11 June 2020 (and amended on 18 June 2020), apply under Table 2A at Annexure B2 during the period 12 June 2020 to 30 November 2020 inclusive, as compared to the rates of payment that apply at other times.

- 123.1 Subject to this Deed, including this clause 123, the Department will pay the Provider an Administration Fee:
- (a) for each Stream Participant;
 - (b) once on Commencement and thereafter at the start of each Administration Fee Period; and
 - (c) in accordance with:
 - (i) the rate of payment specified in column 1 [Fee] of Table 2A at Annexure B2 that applies at the time of the Commencement or at the start of the Administration Fee Period, as relevant, where the Services are provided in a Non-regional Location; and
 - (ii) the rate of payment specified in column 2 [Fee with regional loading] of Table 2A at Annexure B2 that applies at the time of the Commencement or at the start of the Administration Fee Period, as relevant, where the Services are provided in a Regional Location.
- 123.2 The Provider must comply with any Guidelines in relation to the payment of Administration Fees.

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

123.3 Where a Stream Participant who is on the caseload of another Employment Provider transfers to the Provider for any reason, the Department will pay the Provider a pro-rata amount of the Administration Fees payable for the Stream Participant for the Administration Fee Period in which the date of the transfer occurs, calculated by the Department based on:

- (a) the period of time from the date of the transfer to the end of the Administration Fee Period in which the date of the transfer occurs; and
- (b) the relevant rate of payment under Table 2A at Annexure B2 that applies at the time of the Stream Participant's Commencement following transfer to the Provider.

123.3A Where a person who is on the caseload of a NEST Provider or the Contact Centre transfers to the Provider as a Stream Participant, the Department will:

- (a) if the Stream Participant:
 - (i) has not previously been serviced under jobactive; or
 - (ii) was previously serviced under jobactive but was Exited from jobactive for more than 13 weeks before being serviced by the NEST Provider or the Contact Centre, as relevant,

pay the Provider a full Administration Fee for the Stream Participant in accordance with clause 123.1;

- (b) if the Stream Participant was previously serviced under jobactive by an Employment Provider other than the Provider and was transitioned from jobactive to the NEST, pay the Provider a pro-rata amount of the Administration Fees payable for the Stream Participant for the Administration Fee Period in which the date of the transition to the NEST occurred, calculated by the Department based on:
 - (i) the period of time from the date of the Stream Participant's transition to the NEST to the end of the Administration Fee Period in which the date of the transition occurred; and
 - (ii) the relevant rate of payment under Table 2A at Annexure B2 that applies at the time of the Stream Participant's Commencement following transfer to the Provider; and
- (c) if the Stream Participant was previously serviced under jobactive by the Provider or another Employment Provider and transferred to a NEST Provider or the Contact Centre, pay the Provider a pro-rata amount of the Administration Fees payable for the Stream Participant for the Administration Fee Period in which the date of the transfer to the NEST Provider or the Contact Centre occurred, calculated by the Department based on:
 - (i) the period of time from the date of the Stream Participant's transfer to a NEST Provider or the Contact Centre to the end of the Administration Fee Period in which the date of the transfer occurred; and
 - (ii) the relevant rate of payment under Table 2A at Annexure B2 that applies at the time of the Stream Participant's Commencement following transfer to the Provider.

Note: Stream Participants in the NEST Employment Regions may transition from jobactive to the NEST at the commencement of the NEST. At any other time during the Term of this Deed, Stream Participants may transfer from an Employment Provider (including the Provider) to a NEST Provider or the Contact Centre in accordance with this Deed.

123.3B For the avoidance of doubt, the Department will not pay the Provider a pro-rata amount of the Administration Fees payable for a Stream Participant under clause 123.3A(b) if the Provider serviced the Stream Participant under jobactive at the time that the Stream Participant was transitioned to the NEST. In this case, the Provider is not eligible for an Administration Fee payable for the Stream Participant until the expiration of a period of time

equivalent to that from the date of the Stream Participant's transition to the NEST to the end of the Administration Fee Period in which the date of the transition occurred.

- 123.4 Where a Stream Participant on the Provider's caseload moves or will move at a known point in time:
- (a) to a Non-regional Location from a Regional Location; or
 - (b) from a Non-regional Location to a Regional Location,
- the Department:
- (c) may, at its absolute discretion, recover a pro-rata amount of the Administration Fee from the Provider as a debt in accordance with clause 21, calculated by the Department based on the period of time from the date of the move to the end of the Administration Fee Period, and the relevant rate of payment under Table 2A at Annexure B2 that applied from the Pro-rata Calculation Start Date prior to the move; and
 - (d) will pay a pro-rata amount of the Administration Fee to the Provider, calculated by the Department based on the period of time from the date of the move to the end of the Administration Fee Period, and the relevant rate of payment under Table 2A at Annexure B2 that applies from the time of the move.
- 123.5 Where a Stream Participant transfers, or will transfer at a known point in time, from the Provider to another Employment Provider, a NEST Provider (including the same legal entity as the Provider) or the Contact Centre for any reason, the Department may, at its absolute discretion, recover a pro-rata amount of Administration Fees from the Provider as a debt in accordance with clause 21, calculated by the Department based on the period of time from the date of the transfer to the end of the Administration Fee Period, and the relevant rate of payment under Table 2A at Annexure B2 that applied from the Pro-rata Calculation Start Date.
- 123.6 The Department will pay Administration Fees for the last Administration Period under this Deed on a pro-rata basis, calculated by the Department based on the period of time from the commencement of the last Administration Period for each Stream Participant to the Completion Date.
- 123.7 Where an SPI Participant ceases, or will cease at a known point in time, to be an SPI Participant (but will remain a Stream Participant), or where a Stream Participant becomes, or will become at a known point in time an SPI Participant, the Department:
- (a) may, at its absolute discretion, recover a pro-rata amount of the Administration Fee from the Provider as a debt in accordance with clause 21, calculated by the Department based on the period of time from the date of the event to the end of the Administration Fee Period, and the relevant rate of payment under Table 2A at Annexure B2 that applied from the Pro-rata Calculation Start Date prior to the event; and
 - (b) pay a pro-rata amount of the Administration Fee to the Provider, calculated by the Department based on the period of time from the date of the event to the end of the Administration Fee Period, and the relevant rate of payment under Table 2A at Annexure B2 that applies from the time of the event.

124. Work for the Dole Fees

- 124.1 Subject to this clause 124, the Department will pay the Provider the applicable Work for the Dole Fee calculated in accordance with any Guidelines:
- (a) in respect of each Work for the Dole Place in an Individual Hosted Activity, when the first Fully Eligible Participant commences in that Work for the Dole Place; and

- (b) in respect of each Work for the Dole Place in a Group Based Activity, in accordance with clause 124.7,

provided that:

- (c) the Work for the Dole Place starts after the relevant Fully Eligible Participant's Commencement; and
- (d) the Provider has complied with Section B3.2 and any requirements for claiming the payment as specified in any Guidelines.

124.2 The Provider is not entitled to payment under this Deed of:

- (a) an additional Work for the Dole Fee where, under clauses 108.13 and 108.14 or otherwise, the Provider replaces a Fully Eligible Participant who leaves a Work for the Dole Place with another Fully Eligible Participant; or
- (b) a Work for the Dole Fee for a Work for the Dole Place that is claimed for a DES Participant.

Note: if a DES Provider claims a Work for the Dole Place, the DES Provider will make a DES Work for the Dole Payment to the Lead Provider, or otherwise pay a fee directly to the Activity Host Organisation, as determined by the Activity Host Organisation Agreement.

124.2A Except as expressly provided for in this Deed, the Provider must not demand or receive any payment or any other consideration either directly or indirectly from any DES Provider or DES Participant for any reason relating to DES Participants undertaking Work for the Dole.

124.3 If a Work for the Dole Place in an Individual Hosted Activity ends prior to the anticipated end date registered on the Department's IT Systems, without limiting the Department's rights under this Deed, the Department may, at its absolute discretion, recover a pro-rata amount of the relevant Work for the Dole Fee from the Provider as a debt in accordance with clause 21, calculated by the Department based on the period of time from the commencement of the first Fully Eligible Participant in the Work for the Dole Place to the date of the end of the Work for the Dole Place.

124.4 Subject to clause 124.9 and any Guidelines, the Provider may only use Work for the Dole Fees or DES Work for the Dole Payments for a Work for the Dole Place:

- (a) to pay the costs of a Fully Eligible Participant or DES Participant in the relevant Work for the Dole Place;
- (b) to make a payment to the Activity Host Organisation, either directly or through the Lead Provider, which partially or fully offsets the costs of the Activity Host Organisation in hosting the Work for the Dole Place;
- (c) to pay Group Based Activity Overhead Costs, which may include the costs described in clause 124.4(b); and
- (d) otherwise as permitted by any Guidelines.

124.5 Where the Provider Sources a Work for the Dole Place itself, it must, in accordance with any Guidelines:

- (a) subject to clause 124.4, negotiate with the relevant Activity Host Organisation as to:
 - (i) if the Work for the Dole Place is claimed for a Fully Eligible Participant, the proportion of the Work for the Dole Fee that will be passed on to the Activity Host Organisation by the Lead Provider; or
 - (ii) if the Work for the Dole Place is claimed for a DES Participant:

- (A) the proportion of any DES Work for the Dole Payment that will be passed on to the Activity Host Organisation by the Lead Provider; or
- (B) the amount of any fee to otherwise be paid directly by a DES Provider to the Activity Host Organisation; and
- (b) pass on the agreed proportion of the Work for the Dole Fee or the DES Work for the Dole Payment to the Activity Host Organisation, and keep appropriate Records of such expenditure,

unless the Provider provides the Work for the Dole Place itself, in which case it may retain the full amount of the Work for the Dole Fee, subject to any Guidelines.

124.6 Reserved.

Note 1: the Provider cannot renegotiate the cost of a Work for the Dole Place that has already been agreed between an Activity Host Organisation and an Employment Provider or NEST Provider, unless otherwise specified in any Guidelines.

Work for the Dole Fees for Group Based Activities

124.7 The Lead Provider for a Group Based Activity may claim a Work for the Dole Fee either by way of:

- (a) payment in advance for each Work for the Dole Place in the Group Based Activity, in accordance with clauses 124.9 to 124.13; or
- (b) payment by Reimbursement for each Work for the Dole Place in the Group Based Activity that was claimed for a Fully Eligible Participant, in accordance with clauses 124.14 to 124.15.

124.8 The Lead Provider for a Group Based Activity must, subject to any Guidelines:

- (a) negotiate the relevant Group Based Activity Budget for one or more of the purposes specified in clause 124.4 with:
 - (i) the Activity Host Organisation; and
 - (ii) where applicable, with the Employment Provider or NEST Provider that Sourced the Work for the Dole Place;
- (b) negotiate the relevant Activity Host Organisation Agreement with the Activity Host Organisation;
- (c) unless the Activity Host Organisation otherwise agrees, be the primary point of contact for the Activity Host Organisation;
- (d) subject to clause 124.5, discuss and agree with any other Employment Providers or NEST Providers that have claimed one or more Work for the Dole Places in the Group Based Activity:
 - (i) the proportion of the Work for the Dole Fees to be passed on to those Employment Providers or NEST Providers for one or more of the purposes specified in clause 124.4; and
 - (ii) the timeframe in which the Lead Provider will pass on that agreed proportion of the Work for the Dole Fees to those Employment Providers or NEST Providers;
- (e) provide the agreed proportion of the Work for the Dole Fees to the other Employment Providers or NEST Providers within the agreed timeframe; and
- (f) take any other action as specified in any Guidelines

Payment in advance to the Lead Provider

124.9 Subject to clause 124.10 and any Guidelines, if:

- (a) a Group Based Activity has been identified and approved in the Department's IT Systems; and
- (b) the Provider has:
 - (i) been identified as the Lead Provider for the Group Based Activity;
 - (ii) created a Group Based Activity Budget on the Department's IT Systems for that Group Based Activity in accordance with any Guidelines; and
 - (iii) entered the total cost of the Group Based Activity on the Department's IT Systems in accordance with any Guidelines,

the Provider may claim up to 80% of the Work for the Dole Fees (up to a maximum of \$80,000) in respect of the Work for the Dole Places in that Group Based Activity and do so up to 28 calendar days in advance of the start date of the Group Based Activity.

124.10 In addition to any other applicable requirements in any Guidelines, if the Provider makes a claim pursuant to clause 124.9, it must, in the following order:

- (a) acquit the total of all Work for the Dole Fees and DES Work for the Dole Payments (if any) for the Work for the Dole Places in the Group Based Activity, in accordance with clause 124.11; and
- (b) return to the Department any part of the Work for the Dole Fees:
 - (i) not spent in accordance with the Group Based Activity Budget; and
 - (ii) paid in advance by the Department for a Work for the Dole Place that was claimed by a DES Provider,within 10 Business Days of submission of acquittal Report in accordance with clause 124.11.

124.11 For the purposes of clause 124.10(a), the Provider must submit an acquittal Report:

- (a) within 56 calendar days of completion, or cessation, of the relevant Group Based Activity;
- (b) which includes a statement from a properly authorised representative of the Provider showing the actual expenditure of Work for the Dole Fees and DES Work for the Dole Payments (if any) against the Group Based Activity Budget, and clearly identifying any Work for the Dole Fees required to be returned to the Department under clause 124.10(b); and
- (c) which is to the complete satisfaction of the Department.

124.12 Subject to this Deed and:

- (a) acceptance of the acquittal Report referred to in clause 124.11 by the Department; and
- (b) the Provider complying with clause 124.10(b),

the Provider may claim the balance of the Work for the Dole Fees payable in respect of the Work for the Dole Places in the relevant Group Based Activity.

124.13 If, at any time during the Term of this Deed, the Department determines, at its absolute discretion, that an amount of Work for the Dole Fees paid in advance for a Work for the Dole Place in a Group Based Activity:

- (a) has not been acquitted in accordance with this Deed; or
 - (b) has not been returned to the Department in accordance with clause 124.10(b),
- the Department may, at its absolute discretion, recover some or all of the relevant amount of the Work for the Dole Fees from the Provider as a debt in accordance with clause 21.

Payment by Reimbursement to the Lead Provider

- 124.14 Subject to this Deed, including this clause 124, if the Provider has been identified as the Lead Provider for a Group Based Activity, it may claim a Work for the Dole Fee, in respect of each Work for the Dole Place in that Group Based Activity claimed for a Fully Eligible Participant, as a Reimbursement for expenditure for one or more of the purposes specified in clause 124.4.
- 124.15 Each claim for Reimbursement made under clause 124.14 must be rendered by the Provider to the Department no later than 56 calendar days after the completion of the relevant Group Based Activity.

Work for the Dole Fees for Individual Hosted Activities - multiple Work for the Dole Places

- 124.16 The Lead Provider for an Individual Hosted Activity with multiple Work for the Dole Places must, subject to any Guidelines:
- (a) negotiate the relevant Activity Host Organisation Agreement with the Activity Host Organisation;
 - (b) unless the Activity Host Organisation otherwise agrees, be the primary point of contact for the Activity Host Organisation;
 - (c) subject to clause 124.5, discuss and agree with any other Employment Provider, NEST Provider or DES Provider that has claimed a Work for the Dole Place in that Individual Hosted Activity as to how and when the proportion of the Work for the Dole Fees or DES Work for the Dole Payments, as applicable, will be provided to the Lead Provider to pass on to the Activity Host Organisation;
 - (d) provide the agreed proportion of the Work for the Dole Fees and DES Work for the Dole Payments to the Activity Host Organisation within the agreed timeframe; and
 - (e) take any other action as specified in any Guidelines.
- 124.17 If the Provider is not the Lead Provider and claims a Work for the Dole Place in an Individual Hosted Activity with multiple Work for the Dole Places it must, in accordance with any Guidelines:
- (a) discuss and agree with the relevant Lead Provider as to how and when the proportion of the Work for the Dole Fees to be provided to:
 - (i) the Lead Provider, if the Lead Provider is providing the Individual Hosted Activity itself; or
 - (ii) the Activity Host Organisation, which will be provided to the Lead Provider to pass on to the Activity Host Organisation; and
 - (b) provide those funds to the Lead Provider within the agreed timeframe.

Assets purchased with Work for the Dole Fees

- 124.18 Subject to any contrary written direction by the Department, the Provider owns any Asset.
- 124.19 The Provider must, after purchasing an Asset:

- (a) use the Asset only for the purposes of Group Based Activities and in accordance with this Deed; and
- (b) retain that Asset, and:
 - (i) where appropriate in order to reduce the cost of subsequent Group Based Activities, continue to use that Asset in other Group Based Activities; or
 - (ii) where directed to do so by the Department, use that Asset in other Work for the Dole activities.

124.20 Throughout the Term of this Deed, the Provider must:

- (a) not encumber or Dispose of any Asset, or deal with or use any Asset other than in accordance with this clause 124, 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.

124.21 The Provider must develop an assets disposal plan for the continued use or Disposal of each Asset listed in the assets register required under clause 124.20(g), and comply with any Guidelines in relation to assets disposal plans.

124.22 The Provider must Dispose of each Asset:

- (a) at the Completion Date; or
- (b) with the Department's written approval, at a date prior to the Completion Date, in accordance with the assets disposal plan required under clause 124.21 and with the effect that neither the Provider, nor a Related Entity, obtains any material or commercial benefit from the Disposal or subsequent use of that Asset.

124.23 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 124 continues to apply to the reinstated Asset.

Audits of Work for the Dole

124.24 The Department may at any time appoint an auditor (to be paid for by the Department) to conduct an audit of any of the following:

- (a) the Provider's use of Work for the Dole Fees and/or DES Work for the Dole Payments;
- (b) any Work for the Dole activity; or
- (c) the Provider's assets register [clause 124.20(g)] and asset disposal plans [clause 124.21],

and the Provider must assist the auditor to conduct the audit, including by providing access and assistance in accordance with clause 40.

124A Work for the Dole Place Fees

- 124A.1 Subject to this Deed, the Department will pay the Provider a Work for the Dole Place Fee, calculated in accordance with clauses 124A.2 and 124A.3, for each Work for the Dole Place that:
- (a) is Sourced by the Provider;
 - (b) is approved in the Department's IT Systems in accordance with this Deed; and
 - (c) has a Fully Eligible Participant or DES Participant commence in it.
- 124A.2 The Work for the Dole Place Fee payable to the Provider under clause 124A.1 is the amount specified in the applicable row in Table 2C of Annexure B2.
- 124A.3 If a Work for the Dole Place is for a period of more or less than six months, the Work for the Dole Place Fee payable to the Provider will be a pro-rata amount of the amount specified in the applicable row in Table 2C of Annexure B2, calculated on the basis of the duration of the Work for the Dole Place up to a maximum of 12 months.
- 124A.4 The Department will not pay the Provider, and the Provider must not claim, a Work for the Dole Place Fee for a Work for the Dole Place that:
- (a) the Provider has not Sourced itself; or
 - (b) the Department has directed, prior to the Work for the Dole Place being claimed and filled, not be used.
- 124A.5 Without limiting the Department's rights under clause 52, if a Work for the Dole Place in an Individual Hosted Activity ends prior to the anticipated end date registered on the Department's IT Systems, the Department may, at its absolute discretion, recover a pro-rata amount of the relevant Work for the Dole Place Fee from the Provider as a debt in accordance with clause 21, calculated by the Department based on the period of time from the commencement of the first Fully Eligible Participant in the relevant Work for the Dole Place to the date of the end of the Work for the Dole Place.

125. Outcome Payments

Note: Different rates of payment, as specified in Notice No. 15 issued to all Employment Providers on 11 June 2020 (and amended on 18 June 2020), apply under Table 1A and Table 1B of Annexure B2 during the period 12 June 2020 to 30 November 2020 inclusive, as compared to the rates of payment that apply at other times.

- 125.1 Subject to this Deed, the Department will pay the Provider the Outcome Payments in and below Table 1A or Table 1B of Annexure B2, as applicable, at the relevant rate of payment that applies at the time that the requirements for the relevant Outcome are satisfied, where:
- (a) for Education Outcomes:
 - (i) in the case of a Qualifying Education Course, a Stream Participant who was on the Provider's caseload on the date that they began the Qualifying Education Course; and
 - (ii) in the case of a Qualifying Training Course, a Stream Participant who is on the Provider's caseload,has satisfied the relevant requirement for an Education Outcome;
 - (b) for Employment Outcomes, excluding a Full Outcome under paragraph (f) of the definition of Full Outcome and a Partial Outcome under paragraph (f) of the definition

of Partial Outcome, a Stream Participant who was on the Provider's caseload on the date that they began the relevant Job Seeker Placement, has satisfied:

- (i) a 4 Week Period for an Employment Outcome;
 - (ii) a 12 Week Period for an Employment Outcome; and
 - (iii) a 26 Week Period for an Employment Outcome,
respectively;
- (c) for an Employment Outcome which satisfies paragraph (f) of the definition of Full Outcome, a Stream Participant who was on the Provider's caseload on the date of the Significant Increase in Income has satisfied:
- (i) a 4 Week Period for an Employment Outcome;
 - (ii) a 12 Week Period for an Employment Outcome; and
 - (iii) a 26 Week Period for an Employment Outcome,
respectively;
- (d) for an Employment Outcome which satisfies paragraph (f) of the definition of Partial Outcome, a Stream Participant who was on the Provider's caseload on the date of their NEIS Commencement, has satisfied:
- (i) a 4 Week Period for an Employment Outcome; and
 - (ii) a 12 Week Period for an Employment Outcome,
respectively;
- (e) for Full Outcomes, a Stream Participant (except a Transitioned Participant or a Stream Participant that has been transferred to the Provider for any reason):
- (i) participates in Pre-existing Employment; and
 - (ii) a Significant Increase occurs in the Pre-existing Employment during the Stream Participant's Period of Registration;
- (f) subject to clause 125.1(g), for:
- (i) Employment Outcomes, the Employment Outcome Start Date occurs; and
 - (ii) Education Outcomes based on a Qualifying Education Course, the Education Outcome Start Date occurs,
on or after Commencement with the Provider;
- (g) for Employment Outcomes, the Employment Outcome Start Date, and for Education Outcomes, the Education Outcome Start Date, occurs on or after:
- (i) subject to paragraph (ii), for Stream A Participants, completion of no less than three continuous months in Stream A; and
 - (ii) for Stream A Participants who are Transitioned Participants, completion of no less than three continuous months in employment services, including employment services received prior to 1 July 2015,
- provided that:
- (h) where the relevant Outcome Period ended on or before 4 May 2016, the Provider has rendered a Tax Invoice for the relevant Outcome Payment to the Department within 56

days of the end of the relevant Outcome Period and the Department accepts the Tax Invoice;

- (i) where the relevant Outcome Period ended on or after 5 May 2016 or any date otherwise specified by the Department, the Provider has rendered a Tax Invoice for the relevant Outcome Payment to the Department within 12 months of the Completion Date and the Department accepts the Tax Invoice;
- (j) data and/or Documentary Evidence is entered into the Department's IT Systems (either by Services Australia or, where relevant, by the Provider or a NEIS Provider) confirming:
 - (i) for Employment Outcomes, the Employment Outcome Start Date and the satisfaction of the requirements of an Employment Outcome; and
 - (ii) for Education Outcomes, the Education Outcome Start Date and the satisfaction of the requirements of an Education Outcome; and
- (k) the Provider has, when recording the relevant Vacancy in the Department's IT Systems, selected the Vacancy type as specified by any Guidelines.

125.2 Reserved.

Pay Slip Verified Outcome Payments

125.3 Where the Provider considers that:

- (a) all requirements for payment of an Outcome Payment for an Employment Outcome under clause 125.1(b), or for an HTS jobactive Outcome under clause 125.15, have been met; but
- (b) the data in the Department's IT Systems provided to the Department by Services Australia does not correctly record or reflect the details of that Employment Outcome, the Provider may claim a Pay Slip Verified Outcome Payment from the Department if:
 - (c) the Employment Outcome Start Date for the Employment Outcome, or the HTS jobactive Outcome Start Date for the HTS jobactive Outcome, is entered on the Department's IT Systems in accordance with any Guidelines;
 - (d) where the relevant Outcome Period ended on or before 4 May 2016, the Provider has rendered a Tax Invoice for the Pay Slip Verified Outcome Payment to the Department within 56 days of the end of the relevant Outcome Period and the Department accepts the Tax Invoice;
 - (e) where the relevant Outcome Period ended on or after 5 May 2016 or any date otherwise specified by the Department, the Provider has rendered a Tax Invoice for the Pay Slip Verified Outcome Payment to the Department within 12 months of the Completion Date and the Department accepts the Tax Invoice; and
 - (f) the Provider:
 - (i) holds and submits any Documentary Evidence as specified under clauses 15.4(d) and 16.2(a); and
 - (ii) complies with any procedural requirements specified in any Guidelines, at the time it makes the claim.

Placement in a Vacancy by another Employment Provider or NEST Provider

- 125.4 For the avoidance of doubt and subject to clauses 125.1 and 125.3, where a Stream Participant:
- (a) is placed in a Vacancy by an Employment Provider other than the Provider or a NEST Provider, but the relevant Stream Participant was Commenced with the Provider; and
 - (b) all requirements of clause 125.1 are met,
- the Provider may claim and the Department will pay the applicable Outcome Payment.

Limits on Outcome Payments

- 125.5 The Department will not pay the Provider, and the Provider must not claim, an Outcome Payment under clauses 125.1 or 125.3:
- (a) on a pro rata basis;
 - (b) in relation to a Non-Payable Outcome;
 - (c) for a 26 Week Period for a Partial Outcome;
 - (d) for a Full Outcome which satisfies paragraph (a) or (f) of the definition of Full Outcome and for a Partial Outcome which satisfies paragraph (a) of the definition of Partial Outcome, where:
 - (i) the Stream Participant is placed into Employment; and
 - (ii) the Stream Participant ceases to receive the relevant Income Support Payment due to reasons other than participating in that Employment, including as specified in any Guidelines;
 - (e) in relation to a Full Outcome Conversion, unless all the requirements of the definition of Full Outcome Conversion are satisfied;
 - (f) except as otherwise provided for in any Guidelines, if the Outcome Period for the Outcome overlaps with the Outcome Period for another Outcome that has already been claimed in relation to the same Stream Participant by any Employment Provider, including the Provider, or a NEST Provider;
 - (g) where the relevant Employment Outcome Start Date or Education Outcome Start Date occurs after the Completion Date; and
 - (h) in any other circumstances specified in any Guidelines.
- 125.6 The Provider must not claim, and the Department will not pay, more than a maximum of four Outcome Payments for:
- (a) a 4 Week Period for an Employment Outcome; and/or
 - (b) an HTS 4 Week jobactive Outcome,
- for any single Stream Participant over any one 12 month period.
- 125.7 The Provider acknowledges that if a Stream Participant moves from a Complementary Service into an employment, education or training related activity that satisfies the requirements for an Employment Outcome or an Education Outcome, the Provider may only claim, and the Department will only pay, an amount equal to the difference between:
- (a) the Outcome Payment payable under this Deed in relation to the employment, education or training related activity; and
 - (b) the fee, if any, paid by the Commonwealth to the provider of the Complementary Service.

PaTH Internship Outcome Payments payable to the Provider

- 125.8 Subject to this Deed, the Department will pay the Provider an Outcome Payment specified in Table 1C or Table 1D in Annexure B2 for a PaTH Internship Outcome, provided that:
- (a) a PaTH Intern who is on the Provider's caseload has satisfied the relevant requirements for a PaTH Internship Outcome;
 - (b) the Provider has rendered a Tax Invoice for the relevant Outcome Payment to the Department within 12 months of the Completion Date and the Department accepts the Tax Invoice; and
 - (c) the Provider has complied with any relevant procedural requirements as specified in any Guidelines.

Limits on PaTH Internship Outcome Payments

- 125.9 The Department will not pay the Provider, and the Provider must not claim, an Outcome Payment under clause 125.8:
- (a) on a pro rata basis;
 - (b) where the Provider is in breach of any of clauses 109A.1, 109A.2 or 109A.3;
 - (c) where the relevant PaTH Internship Start Date occurs outside of the Participant's Period of Registration or after the Completion Date; or
 - (d) in any other circumstances specified in any Guidelines.

Provider Seasonal Work Incentive Payments

- 125.10 Subject to this Deed, the Department will pay the Provider a Provider Seasonal Work Incentive Payment where:
- (a) a QSHW Eligible Stream Participant who was on the Provider's caseload on the date that they began the relevant QSHW Placement, has satisfied the relevant requirements for a QSHW Outcome before 1 July 2020;
 - (b) the Provider has, when recording the relevant QSHW Vacancy in the Department's IT Systems, selected the Vacancy type 'Qualifying Seasonal Horticultural Work';
 - (c) the Provider has recorded the QSHW Placement Start Date in the Department's IT Systems within 56 days after the QSHW Placement Start Date;
 - (d) the Provider has rendered a Tax Invoice for the relevant Provider Seasonal Work Incentive Payment to the Department before 1 July 2021 or, if this Deed is terminated before 31 March 2021, within 3 months of the date of termination and the Department accepts the Tax Invoice;
 - (e) the Provider has retained Documentary Evidence confirming the relevant QSHW Placement Start Date and the satisfaction of the requirements of a QSHW Outcome; and
 - (f) the QSHW Placement Start Date was before 23 June 2020.
- 125.11 For the avoidance of doubt and subject to clause 125.10, the Provider may claim, and the Department will pay, the applicable Provider Seasonal Work Incentive Payment where a Stream Participant on the Provider's caseload is placed in a QSHW Vacancy by any Employment Provider, provided that all requirements of clause 125.10 are met.
- 125.12 The Department will not pay the Provider, and the Provider must not claim, a Provider Seasonal Work Incentive Payment under clause 125.10:

- (a) more than 6 times in relation to a single QSHW Placement;
- (b) on a pro rata basis;
- (c) in relation to a Non-Payable Outcome;
- (d) except as otherwise provided for in any Guidelines, if the Outcome Period for the QSHW Outcome overlaps with the Outcome Period for any other Outcome that has already been claimed in relation to the same Stream Participant by any Employment Provider, including the Provider;
- (e) where the Department has Notified the Provider that the cap for the Seasonal Work Incentives for Job Seekers Trial has been reached and no further Provider Seasonal Work Incentive Payments may be claimed; or
- (f) in any other circumstances specified in any Guidelines.

NWEP Completion Outcome Payments payable to the Provider

125.13 Subject to this Deed, the Department will pay the Provider an Outcome Payment specified in Table 1E in Annexure B2 for an NWEP Completion Outcome, provided that:

- (a) a Stream Participant who is on the Provider's caseload has satisfied the relevant requirements for an NWEP Completion Outcome;
- (b) the Provider has rendered a Tax Invoice for the relevant Outcome Payment to the Department within 12 months of the Completion Date and the Department accepts the Tax Invoice; and
- (c) the Provider has complied with any relevant procedural requirements as specified in any Guidelines.

Limits on NWEP Completion Outcome Payments

125.14 The Department will not pay the Provider, and the Provider must not claim, an Outcome Payment for an NWEP Placement under clause 125.13:

- (a) on a pro rata basis;
- (b) where the Provider is in breach of clause 109;
- (c) where the Stream Participant commences in the relevant NWEP Placement outside of the Participant's Period of Registration or after the Completion Date; or
- (d) in any other circumstances specified in any Guidelines.

HTS jobactive Outcome Payments

125.15 Subject to this Deed, the Provider may claim and the Department will pay the Provider an Outcome Payment, as specified in Table 1F [HTS JOBACTIVE OUTCOME PAYMENTS IN NON-REGIONAL LOCATIONS] or Table 1G [HTS JOBACTIVE OUTCOME PAYMENTS IN REGIONAL LOCATIONS] in Annexure B2 - PAYMENTS, where a Harvest Worker who is on the Provider's caseload has satisfied the requirements for an HTS jobactive Outcome, provided that:

- (a) data and/or Documentary Evidence is entered into the Department's IT Systems (either by Services Australia or, where relevant, by the Provider or the HTS Provider) confirming the HTS jobactive Outcome Start Date and the satisfaction of the requirements of an HTS jobactive Outcome;

- (b) the Harvest Worker was in receipt of an Income Support Payment on the HTS jobactive Outcome Start Date;
- (c) the Provider has rendered a Tax Invoice for the HTS jobactive Outcome Payment to the Department within 12 months of the Completion Date and the Department accepts the Tax Invoice; and
- (d) the Provider has complied with any relevant procedural requirements as specified in any Guidelines.

Note: Where a Harvest Worker is the subject of a Harvest Placement and obtains ongoing Employment in the relevant position, the Provider may choose to claim either the relevant HTS jobactive Outcome or the relevant Employment Outcome once the requirements for that Outcome are met. If the Provider chooses to claim an HTS jobactive Outcome for the relevant Employment, the Provider will no longer be able to claim an Employment Outcome for it, and vice versa.

Limits on HTS jobactive Outcome Payments

125.16 The Department will not pay the Provider, and the Provider must not claim, an Outcome Payment under clause 125.15:

- (a) on a pro rata basis;
- (b) where the Provider is in breach of clauses 109G.1 or 109G.2;
- (c) in relation to a Non-Payable Outcome;
- (d) where the relevant HTS jobactive Outcome Start Date occurs outside of the Harvest Worker's Period of Registration or after the Completion Date;
- (e) except as otherwise provided for in any Guidelines, if the HTS jobactive Outcome Period for the HTS jobactive Outcome overlaps with the HTS jobactive Outcome Period for another HTS jobactive Outcome that has already been claimed in relation to the same Harvest Worker by any Employment Provider, including the Provider, or a NEST Provider;
- (f) where the Provider is also the HTS Provider in relation to a relevant Harvest Worker, and the Provider has received an outcome payment in connection with the relevant Harvest Placement under the HTS Deed;
- (g) where the Provider is prohibited from claiming the relevant Outcome Payment under clause 125.6; or
- (h) in any other circumstances specified in any Guidelines.

126. Reserved

Annexure B1 – Transition in

Note: Table 1 below sets out how most Stream Participants in Streams 1 to 4 under the Employment Services Deed 2012-2015 (the JSA Deed) transition to Streams A to C under this Deed. The first column sets out the Stream that a Stream Participant was in under the JSA Deed. The second column sets out the phase, time in service, activities and status of a Stream Participant under JSA. The third column sets out the Stream (and phase in that Stream) into which a Stream Participant under JSA will be placed by the Department's IT Systems under jobactive, except where the Stream Participant is Exited by the Department's IT Systems. The fourth column sets out credits in the Employment Fund allocated for each such Transitioned Participant on their Commencement in accordance with clause 88.13. For example, a Fully Eligible Participant in Stream 1 (0-6 months' time in service) under JSA will be allocated by the Department's IT Systems, as at 1 July 2015, to the Self Service and Job Activity Phase under jobactive. On their Commencement, a \$50 credit will be allocated to the Provider in the Employment Fund in relation to them.

TABLE 1: TRANSITION OF STREAM PARTICIPANTS FROM JOB SERVICES AUSTRALIA INTO JOBACTIVE¹

Stream	Phase, time in service, activities and status in JSA ²	Stream, phase and status in jobactive	Employment Fund General Account transition credit
Stream 1 (Limited)		Exited, unless: <ul style="list-style-type: none"> • otherwise determined by the Department's IT Systems; or • they are eligible to participate as a Volunteer and expressly opt to do so, in which case they will be serviced as if they were in Stream A for a maximum of six months.³ 	50, where the person opts to participate as a Volunteer prior to 26 June 2015
Stream 1-4	Volunteer (Non-activity Tested)	Exited, unless: <ul style="list-style-type: none"> • otherwise determined by the Department's IT Systems; or • they are eligible to participate as a Volunteer and expressly opt to do so, in which case they 	50, where the person opts to participate as a Volunteer

¹ Table 1 does not apply to Stream Participants who are Pre-release Prisoners, Early School Leavers, or subject to a Structural Adjustment Package. As a general rule, Pre-release Prisoners will transition to Self Service and Job Activity Phase if they are in Stream A or the Case Management Phase if they are in Streams B or C, and Early School Leavers and Stream Participants who are subject to a Structural Adjustment Package will transition (at a minimum) to Stream B. The specific Stream and phase in that Stream that these Stream Participants will transition to, will be determined by the Department's IT Systems.

² Unless specifically stated, the phase in JSA refers to all Stream Participants in that phase, regardless of age.

³ Disability Support Pension claimants who are subject to a program of support may apply to participate in full Services under Stream A, Stream

Stream	Phase, time in service, activities and status in JSA ²	Stream, phase and status in jobactive	Employment Fund General Account transition credit
		will be serviced as if they were in Stream A for a maximum of six months. ⁴	prior to 26 June 2015
Stream 1	Stream Services 0-6 months (Stream Participants subject to the SPI measure)	Stream A – SPI Case Management Phase	50
	Stream Services 0-6 months	Stream A – Self Service and Job Activity Phase	50
	Stream Services 6-12 months	Stream A Work for the Dole Phase	50
	Work Experience Phase – in activity	Stream A Case Management Phase	50
	Work Experience Phase – not in activity	Stream A Work for the Dole Phase	50
	Compulsory Activity Phase	Stream A Work for the Dole Phase	50
Stream 2	Stream Services 0-6 months with a low to moderate JSCI score (Stream Participants subject to the SPI measure)	Stream A – SPI Case Management Phase	50
	Stream Services 0-6 months with moderate to high JSCI score (Stream Participants subject to the SPI measure)	Stream B – SPI Case Management Phase	300
	Stream Services 0-6 months with a low to moderate JSCI score	Stream A – Self Service and Job Activity Phase	50
	Stream Services 0-6 months with a moderate to high JSCI score	Stream B Case Management Phase	300

⁴ As above

Stream	Phase, time in service, activities and status in JSA ²	Stream, phase and status in jobactive	Employment Fund General Account transition credit
	Stream Services 6-12 months with a low to moderate JSCI score	Stream A Work for the Dole Phase	50
	Stream Services 6-12 months with a moderate to high JSCI score (except Stream Participants aged under 30)	Stream B Case Management Phase - 6 months of servicing after which time enter the Stream B Work for the Dole Phase	300
	Stream Services 6-12 months with a moderate to high JSCI score (Stream Participants aged under 30)	Stream B Work for the Dole Phase	150
	Work Experience Phase – in activity with a low to moderate JSCI score	Stream A Case Management Phase	50
	Work Experience Phase – in activity with a moderate to high JSCI score	Stream B Case Management Phase	300
	Work Experience Phase – not in activity with a low to moderate JSCI score	Stream A Work for the Dole Phase	50
	Work Experience Phase – not in activity with a moderate to high JSCI score	Stream B Work for the Dole Phase	150
	Compulsory Activity Phase with a low to moderate JSCI score	Stream A Work for the Dole Phase	50
	Compulsory Activity Phase with a moderate to high JSCI score	Stream B Work for the Dole Phase	150
Stream 3	Stream Services 0-6 months	Stream B Case Management Phase	300
	Stream Services 6-12 months	Stream B Case Management Phase - 6 months of servicing after which time enter the Stream B Work for the Dole Phase	300
	Work Experience Phase – in activity	Stream B Case Management Phase	300

Stream	Phase, time in service, activities and status in JSA ²	Stream, phase and status in jobactive	Employment Fund General Account transition credit
	Work Experience Phase – not in activity	Stream B Work for the Dole Phase	150
	Compulsory Activity Phase	Stream B Work for the Dole Phase	150
Stream 4	Stream Services 0-6 months	Stream C Case Management Phase	550
	Stream Services 6-18 months	Stream C Case Management Phase - 6 months of servicing after which time enter the Stream C Work for the Dole Phase	550
	Work Experience Phase – in activity	Stream C Case Management Phase	550
	Work Experience Phase – not in activity	Stream C Work for the Dole Phase	275
	Compulsory Activity Phase	Stream C Work for the Dole Phase	275

ANNEXURE B2 – PAYMENTS AND EMPLOYMENT FUND CREDITS

Outcome Payments

TABLE 1A OUTCOME PAYMENTS FOR STREAM PARTICIPANTS IN NON-REGIONAL LOCATIONS

Employment Outcomes	Duration of Employment satisfying the requirements of an Employment Outcome	Partial Outcome where the Participant's Period of Unemployment is less than 24 months inclusive	Full Outcome where the Participant's Period of Unemployment is less than 24 months inclusive	Partial Outcome where the Participant's Period of Unemployment is 24-59 months inclusive	Full Outcome where the Participant's Period of Unemployment is 24-59 months inclusive	Partial Outcome where the Participant's Period of Unemployment is 60 months inclusive plus	Full Outcome where the Participant's Period of Unemployment is 60 months inclusive plus
Stream A and Volunteers							
	4 Week Period	\$172.48	\$431.20	\$215.60	\$539.00	\$258.72	\$646.80
	12 Week Period	\$215.60	\$539.00	\$431.20	\$1,078.00	\$539.00	\$1,347.50
	26 Week Period	\$0	\$700.70	\$0	\$1,347.50	\$0	\$1,670.90
	Total	\$388.08	\$1,670.90	\$646.80	\$2,964.50	\$797.72	\$3,665.20
Stream B							
	4 Week Period	\$323.40	\$808.50	\$431.20	\$1,078.00	\$539.00	\$1,347.50
	12 Week Period	\$646.80	\$1,617.00	\$862.40	\$2,156.00	\$1,078.00	\$2,695.00
	26 Week Period	\$0	\$2,048.20	\$0	\$2,695.00	\$0	\$3,395.70
	Total	\$970.20	\$4,473.70	\$1,293.60	\$5,929.00	\$1,617.00	\$7,438.20
Stream C							
	4 Week Period	\$431.20	\$1,078.00	\$646.80	\$1,617.00	\$862.40	\$2,156.00
	12 Week Period	\$862.40	\$2,156.00	\$1,293.60	\$3,234.00	\$1,724.80	\$4,312.00
	26 Week Period	\$0	\$2,695.00	\$0	\$4,042.50	\$0	\$5,390.00
	Total	\$1,293.60	\$5,929.00	\$1,940.40	\$8,893.50	\$2,587.20	\$11,858.00

Education outcomes **\$1,078.00**

TABLE 1B – OUTCOME PAYMENTS FOR STREAM PARTICIPANTS IN REGIONAL LOCATIONS

Employment Outcomes	Duration of Employment satisfying the requirements of an Employment Outcome	Partial Outcome where the Participant's Period of Unemployment is less than 24 months inclusive	Full Outcome where the Participant's Period of Unemployment is less than 24 months inclusive	Partial Outcome where the Participant's Period of Unemployment is 24-59 months inclusive	Full Outcome where the Participant's Period of Unemployment is 24-59 months inclusive	Partial Outcome where the Participant's Period of Unemployment is 60 months inclusive plus	Full Outcome where the Participant's Period of Unemployment is 60 months inclusive plus
Stream A and Volunteers							
	4 Week Period	\$215.60	\$539.00	\$269.50	\$673.75	\$323.40	\$808.50
	12 Week Period	\$269.50	\$673.75	\$539.00	\$1,347.50	\$673.75	\$1,684.91
	26 Week Period	\$0	\$876.41	\$0	\$1,684.91	\$0	\$2,089.16
	Total	\$485.10	\$2,089.16	\$808.50	\$3,706.16	\$997.15	\$4,582.58
Stream B							
	4 Week Period	\$404.25	\$1,011.16	\$539.00	\$1,347.50	\$673.75	\$1,684.91
	12 Week Period	\$808.50	\$2,021.25	\$1,078.00	\$2,695.00	\$1,347.50	\$3,368.75
	26 Week Period	\$0	\$2,560.25	\$0	\$3,368.75	\$0	\$4,245.16
	Total	\$1,212.75	\$5,592.66	\$1,617.00	\$7,411.25	\$2,021.25	\$9,298.83
Stream C							
	4 Week Period	\$539.00	\$1,347.50	\$808.50	\$2,021.25	\$1,078.00	\$2,695.00
	12 Week Period	\$1,078.00	\$2,695.00	\$1,617.00	\$4,042.50	\$2,156.00	\$5,390.00
	26 Week Period	\$0	\$3,368.75	\$0	\$5,053.66	\$0	\$6,737.50
	Total	\$1,617.00	\$7,411.25	\$2,425.50	\$11,117.41	\$3,234.00	\$14,822.50

Educational Outcomes \$1,347.50

Note 1: Employment Providers providing Services to Stream Participants who live in Regional Locations are entitled to claim an Outcome Payment with a regional loading as set out in Table 1B.

Note 2: The amount of the Outcome Payment payable to the Provider is determined by:

- (a) the Stream Participant's Period of Unemployment;
- (b) the Stream that the Stream Participant was in on the Job Seeker Placement Start Date; and
- (c) whether the Stream Participant has satisfied the requirements for a Full Outcome or a Partial Outcome.

Note 3: The amounts of the Outcome Payments in Tables 1A and 1B reflect the 7.8% increase applied from 1 January 2018 for all Employment Outcomes and Education Outcomes where the relevant Outcome Period ended on or after 1 January 2018.

Note 4: Different rates of payment, as specified in Notice No. 15 issued to all Employment Providers on 11 June 2020 (and amended on 18 June 2020), apply under Table 1A and Table 1B of Annexure B2 during the period 12 June 2020 to 30 November 2020 inclusive, as compared to the rates of payment that apply at other times.

TABLE 1C – PATH INTERNSHIPS: OUTCOME PAYMENTS FOR PATH INTERNS IN NON-REGIONAL LOCATIONS

Path Intern type	Period of Unemployment (less than 24 months inclusive)	Period of Unemployment (24-59 months inclusive)	Period of Unemployment (60 months inclusive plus)
Stream A	\$431.20	\$539.00	\$646.80
Stream B	\$808.50	\$1,078.00	\$1,347.50
Stream C	\$1,078.00	\$1,617.00	\$2,156.00

TABLE 1D – PATH INTERNSHIPS: OUTCOME PAYMENTS FOR PATH INTERNS IN REGIONAL LOCATIONS

Path Intern type	Period of Unemployment (less than 24 months inclusive)	Period of Unemployment (24-59 months inclusive)	Period of Unemployment (60 months inclusive plus)
Stream A	\$539.00	\$673.75	\$808.50
Stream B	\$1,011.16	\$1,347.50	\$1,684.91
Stream C	\$1,347.50	\$2,021.25	\$2,695.00

Note 1: Employment Providers providing Services to Path Interns who live in Regional Locations are entitled to claim an Outcome Payment for PaTH Internship Outcomes with a regional loading as set out in Table 1D.

Note 2: The amount of the Outcome Payment payable to the Provider is determined by:

- (a) the Path Intern's Period of Unemployment; and
- (b) the Stream that the Path Intern was in on the date that the relevant PaTH Internship Agreement was created in the Department's IT Systems.

Note 3: The amounts of the Outcome Payments for the PaTH Interns in Tables 1C and 1D reflect the 7.8% increase applied from 1 January 2018 for all PaTH Internship Outcomes where the relevant Outcome Period ended on or after 1 January 2018.

TABLE 1E – NWEF PLACEMENTS: NWEF COMPLETION OUTCOME PAYMENTS

NWEF Completion Outcome	Fee
	\$400

TABLE 1F – HTS JOBACTIVE OUTCOME PAYMENTS IN NON-REGIONAL LOCATIONS

	HTS jobactive Outcome type	Payment where the Stream Participant's Period of Unemployment is less than 24 months inclusive	Payment where the Stream Participant's Period of Unemployment is 24-59 months inclusive	Payment where the Stream Participant's Period of Unemployment is 60 months inclusive plus
Stream A and Volunteers				

	HTS jobactive Outcome type	Payment where the Stream Participant's Period of Unemployment is less than 24 months inclusive	Payment where the Stream Participant's Period of Unemployment is 24-59 months inclusive	Payment where the Stream Participant's Period of Unemployment is 60 months inclusive plus
	HTS 4 Week jobactive Outcome	\$431.20	\$539.00	\$646.80
	HTS 12 Week jobactive Outcome	\$539.00	\$1,078.00	\$1,347.50
	HTS 26 Week jobactive Outcome	\$700.70	\$1,347.50	\$1,670.90
	TOTAL	\$1,670.90	\$2,964.50	\$3,665.20
Stream B				
	HTS 4 Week jobactive Outcome	\$808.50	\$1,078.00	\$1,347.50
	HTS 12 Week jobactive Outcome	\$1,617.00	\$2,156.00	\$2,695.00
	HTS 26 Week jobactive Outcome	\$2,048.20	\$2,695.00	\$3,395.70
	TOTAL	\$4,473.70	\$5,929.00	\$7,438.20
Stream C				
	HTS 4 Week jobactive Outcome	\$1,078.00	\$1,617.00	\$2,156.00
	HTS 12 Week jobactive Outcome	\$2,156.00	\$3,234.00	\$4,312.00
	HTS 26 Week jobactive Outcome	\$2,695.00	\$4,042.50	\$5,390.00
	TOTAL	\$5,929.00	\$8,893.50	\$11,858.00

TABLE 1G – HTS JOBACTIVE OUCOME PAYMENTS IN REGIONAL LOCATIONS

	HTS jobactive Outcome type	Payment where the Stream Participant's Period of Unemployment is less than 24 months inclusive	Payment where the Stream Participant's Period of Unemployment is 24-59 months inclusive	Payment where the Stream Participant's Period of Unemployment is 60 months inclusive plus
Stream A and Volunteers				
	HTS 4 Week jobactive Outcome	\$539.00	\$673.75	\$808.50

	HTS jobactive Outcome type	Payment where the Stream Participant's Period of Unemployment is less than 24 months inclusive	Payment where the Stream Participant's Period of Unemployment is 24-59 months inclusive	Payment where the Stream Participant's Period of Unemployment is 60 months inclusive plus
	HTS 12 Week jobactive Outcome	\$673.75	\$1,347.50	\$1,684.91
	HTS 26 Week jobactive Outcome	\$876.41	\$1,684.91	\$2,089.16
	TOTAL	\$2,089.16	\$3,706.16	\$4,582.58
Stream B				
	HTS 4 Week jobactive Outcome	\$1,011.16	\$1,347.50	\$1,684.91
	HTS 12 Week jobactive Outcome	\$2,021.25	\$2,695.00	\$3,368.75
	HTS 26 Week jobactive Outcome	\$2,560.25	\$3,368.75	\$4,245.16
	TOTAL	\$5,592.66	\$7,411.25	\$9,298.83
Stream C				
	HTS 4 Week jobactive Outcome	\$1,347.50	\$2,021.25	\$2,695.00
	HTS 12 Week jobactive Outcome	\$2,695.00	\$4,042.50	\$5,390.00
	HTS 26 Week jobactive Outcome	\$3,368.75	\$5,053.66	\$6,737.50
	TOTAL	\$7,411.25	\$11,117.41	\$14,822.50

Note 1: Employment Providers providing Services to Stream Participants who live in Regional Locations are entitled to claim an HTS jobactive Outcome Payment with a regional loading as set out in Table 1G.

Note 2: The amount of the HTS jobactive Outcome Payment payable to the Provider is determined by:

- (a) the Stream Participant's Period of Unemployment;
- (b) the Stream that the Stream Participant was in on the HTS jobactive Outcome Start Date; and
- (c) whether the Stream Participant has satisfied the requirements for an HTS 4 Week jobactive Outcome, HTS 12 Week jobactive Outcome or HTS 26 Week jobactive Outcome.

ADMINISTRATION FEES AND WORK FOR THE DOLE FEES

TABLE 2A – ADMINISTRATION FEES

	(1) Fee	(2) Fee with regional loading
SPI Participants	\$377.30	\$472.16
All other Stream Participants	\$269.50	\$337.41

Note 1: In accordance with clause 75, Volunteers will receive a maximum of six months of Employment Provider Services including from any other Employment Provider and the Provider will be entitled to an Administration Fee in respect of its servicing of any Volunteer during that six months of service.

Note 2: In accordance with clause 123.1(c)(ii), the Provider is entitled to an Administration Fee with a regional loading for providing Services to Stream Participants in Regional Locations.

Note 3: The amounts of the Administration Fees in Table 2A reflect the 7.8% increase applied following 1 January 2018.

Note 4: Different rates of payment, as specified in Notice No. 15 issued to all Employment Providers on 11 June 2020 (and amended on 18 June 2020), apply under Table 2A at Annexure B2 during the period 12 June 2020 to 30 November 2020 inclusive, as compared to the rates of payment that apply at other times.

TABLE 2B – WORK FOR THE DOLE FEES

Place	Fee
Six month Work for the Dole Place in an Individual Hosted Activity	\$1,000
Six month Work for the Dole Place in Group Based Activity	Up to \$3500

Note 1: Where a Work for the Dole Place is for more or less than six months in duration or the date on which the relevant Fully Eligible Participant commences in the place is after the start date of the relevant Work for the Dole activity, the applicable Work for the Dole Fee will be pro-rated in accordance with any Guidelines.

TABLE 2C - WORK FOR THE DOLE PLACE FEES

Place	Fee (GST excl)
Six month Work for the Dole Place in an Individual Hosted Activity or Group Based Activity in a Non-regional Location	\$100
Six month Work for the Dole Place in an Individual Hosted Activity or Group Based Activity in a Regional Location	\$125

Note 1: If the duration of a Work for the Dole Place (calculated in accordance with any Guidelines) is for more or less than six months in duration, the applicable Work for the Dole Place Fee will be pro-rated in accordance with clause 124A.3

Employment Fund

TABLE 3 - GENERAL ACCOUNT CREDITS

Stream	General Account credit (paid once only)		When credited
	If credited during the 2020-21 Financial Year	If credited during the 2021-22 Financial Year	

Stream	General Account credit (paid once only)		When credited
Stream A	\$375	\$300	After 13 weeks of Period of Service, except for Volunteers (who attract the credit on Commencement in the Stream)
Stream B	\$1,100	\$850	On Commencement in the Stream
Stream C	\$1,600	\$1,200	On Commencement in the Stream

Note: In addition to Table 3, where a Stream Participant is identified as subject to a Structural Adjustment Package, the Employment Fund will be credited in accordance with any Guidelines.

Employment Regions and Regional Loading

Table 4 of this Annexure B2 is merely indicative of the locations that do and do not attract a regional loading, and to the extent of any inconsistency between this table and the Department's IT Systems with respect to relevant locations, the Department's IT Systems prevails.

TABLE 4—EMPLOYMENT REGIONS AND REGIONAL LOADING

Employment Region		No Regional loading	Regional loading
New South Wales	Capital Region	yes	no
	Central West	no	yes
	Far West Orana (includes Broken Hill)	no	yes
	Hunter	yes	no
	Illawarra South Coast	yes (except South from Kiama)	South from Kiama
	Murray Riverina	no	yes
	New England and North West	no	yes
	North Coast (excludes Norfolk Island)	no	yes
	Sydney East Metro	yes	no
	Sydney Greater West	yes	no
	Sydney North and West	yes	no
	Sydney South West	yes	no
Victoria	Ballarat	no	yes
	Barwon	yes	no
	Bendigo	no	yes
	Gippsland	no	yes
	Goulburn/Murray	no	yes
	Inner Metropolitan Melbourne	yes	no
	North Eastern Melbourne	yes	no
	North Western Melbourne	yes	no
	South Coast of Victoria	no	yes
	South Eastern Melbourne and Peninsula	yes	no
	Western Melbourne	yes	no
	Wimmera Mallee	no	yes

Employment Region		No Regional loading	Regional loading
Queensland	Brisbane South East	yes	no
	Cairns	no	yes
	Darling Downs	no	yes
	Fitzroy	no	yes
	Gold Coast	yes	no
	Mackay	no	yes
	Somerset	yes	no
	Townsville (includes Mt Isa)	no	yes
	Wide Bay and Sunshine Coast	no	yes
	Wivenhoe	yes	no
South Australia	Adelaide North	yes	no
	Mid North SA	no	yes
	Murray and South East	no	yes
	North West Country SA	no	yes
Western Australia	Broome	no	yes
	Esperance	no	yes
	Geraldton	no	yes
	Great Southern—Wheatbelt	no	yes
	Kalgoorlie	no	yes
	Perth—North	yes	no
	Perth—South	yes	no
	South West WA	no	yes
Tasmania	Hobart and Southern Tasmania	no	yes
	North and North Western Tasmania	no	yes
Northern Territory	Darwin (includes Alice Springs)	yes (except Alice Springs)	Alice Springs

ANNEXURE B3 – SERVICE GUARANTEES

Employment Services Guarantee

This Employment Services Guarantee reflects the Australian Government's expectations of employment providers. It sets out the minimum level of service each job seeker can expect to receive, as well as the requirements they need to meet while looking for employment.

The Australian Government provides a range of services to help people looking for work. The Government delivers jobactive through a national network of providers, and people who need assistance to find work can access a range of help that's based on their individual needs. The main objective of jobactive is to promote stronger workforce participation and help more job seekers move from welfare to work.

What you can expect from your provider

Your provider will:

- work with you to develop your Job Plan. This sets out the services you will receive and the minimum requirements you need to meet while you are on activity tested income support
- identify your strengths and any challenges you face to increase your job readiness
- refer you to suitable jobs
- match you to a suitable Work for the Dole placement (where appropriate)
- reassess your needs if your circumstances change
- help you with wage subsidies or relocation assistance (where appropriate)
- keep in contact with you and your employer once you have started a job
- provide the services that are set out in their Service Delivery Plan
- treat you fairly and with respect in a culturally sensitive way.

What is expected of you

There are some things you need to do, including:

- do everything you have agreed to do in your Job Plan
- accept any suitable job
- make every effort to get and keep a job
- do the required number of job searches in your Job Plan
- meet your annual activity requirements—such as taking part in Work for the Dole—as outlined in your Job Plan

- contact your provider as soon as possible if you are unable to attend an appointment or do an activity
- notify your provider of any changes in your circumstances.

If you fail to do any of the above it could affect your income support payments.

Your personal information is confidential

Your personal information is protected by law, including the *Privacy Act 1988*. Your provider will only tell employers things about you that relate to job opportunities or, with your permission, your employment with them.

Your provider may also share information with other government agencies if they need to, to make sure you are getting the right level of support. These agencies may contact your employer to check that the information they have is correct.

You can ask to get access to any information your provider holds about you, and have it corrected if needed.

Compliments, suggestions or complaints

Your views about the service you receive are important. The Department of Education, Skills and Employment and your provider value any feedback you may have.

If you don't think you are receiving the right help and would like to make a complaint, please talk to your provider first. Your provider will offer a feedback process which is fair and will try to resolve your concerns.

If you feel you can't talk to your provider, or you are still not happy, you can contact the Department of Education, Skills and Employment's National Customer Service Line on 1800 805 260 (free call from land lines) or email nationalcustomerservice@des.gov.au.

If you have suggestions to improve the service that you are getting or would like to make a compliment about the help you have received, please let your provider know or call the National Customer Service Line.

If you have any concerns about your income support payments, you should contact Services Australia (<https://www.servicesaustralia.gov.au>).

EMPLOYMENT SERVICES GUARANTEE

For Volunteers

This Employment Services Guarantee reflects the Australian Government's expectations of employment providers. It sets out the minimum level of service each job seeker can expect to receive.

The Australian Government provides a range of services to help people looking for work. The Government delivers jobactive through a national network of providers, and people who need assistance to find work can access a range of help that's based on their individual needs. The main objective of jobactive is to promote stronger workforce participation and help more job seekers move from welfare to work.

What you can expect from your provider

Your provider will:

- help you build your résumé
- provide advice on job opportunities in your area
- help you understand the skills local employers need
- refer you to jobs
- provide the services that are set out in their Service Delivery Plan
- treat you fairly and with respect
- provide services in a culturally sensitive way.

As a volunteer job seeker you will get up to six months of assistance, and you need to actively participate in order to stay registered. You should make sure you let your provider know if your circumstances change, as it may mean you are eligible for more assistance.

Your personal information is confidential

Your personal information is protected by law, including the *Privacy Act 1988*. Your provider will only tell employers things about you that relate to job opportunities or, with your permission, your employment with them.

Your provider may also share information with other government agencies if they need to, to make sure you are getting the right level of support. These agencies may contact your employer to check that the information they have is correct.

You can ask to get access to any information your provider holds about you, and have it corrected if needed.

Compliments, suggestions or complaints

Your views about the service you receive are important. The Department of Education, Skills and Employment and your provider value any feedback you may have.

If you don't think you are receiving the right help and would like to make a complaint, please talk to your provider first. Your provider will offer a feedback process which is fair and will try to resolve your concerns.

If you feel you can't talk to your provider, or you are still not happy, you can contact the Department of Education, Skills and Employment's National Customer Service Line on 1800 805 260 (free call from land lines) or email nationalcustomerservice@dese.gov.au.

If you have suggestions to improve the service you are getting or would like to make a compliment about the help you have received, please let your provider know or call the National Customer Service Line.

If you have any concerns about your income support payments, you should contact Services Australia (<https://www.servicesaustralia.gov.au>).

PART C - NEW ENTERPRISE INCENTIVE SCHEME SERVICES

CHAPTER C1 – NEIS SERVICES

127. General

- 127.1 The NEIS Provider must deliver NEIS Services in accordance with Part C of this Deed including any Guidelines, and the Provider's tender response to the request for tender for this Deed.
- 127.2 Subject to this clause 127, the NEIS Provider must, unless otherwise agreed to by the Department in writing, only deliver NEIS Services to persons:
- (a) who propose to conduct a business for which they will receive NEIS Assistance, if:
 - (i) the proposed business is to be conducted from a business address within an Employment Region set out in item 7.1 of Schedule 1; and
 - (ii) if the NEIS Provider has sufficient NEIS Places available in the relevant Financial Year; or
 - (b) who do not propose to conduct a business for which they will receive NEIS Assistance, if the person proposes to attend a Workshop within an Employment Region set out in item 7.1 of Schedule 1.
- 127.3 If the conditions under clause 127.2(a) or (b) are not met, the NEIS Provider must:
- (a) advise the Other Provider (where relevant) and the person that the NEIS Provider is unable to deliver NEIS Services to the person; and
 - (b) refer the person back to their Other Provider (where relevant).

Assessing eligibility for NEIS Services and suitability for a Workshop

- 127.4 The NEIS Provider must, in accordance with any Guidelines, assess whether any person Referred to it through the Department's IT Systems or who otherwise presents to the NEIS Provider is NEIS Eligible.
- 127.5 Where:
- (a) the NEIS Provider assesses that a person is:
 - (i) NEIS Eligible; and
 - (ii) suitable to participate in a Workshop and/or undertake NEIS Training; and
 - (b) the person has agreed to attend to a Workshop and/or undertake NEIS Training, the NEIS Provider must, in accordance with any Guidelines:
 - (c) if the person is currently registered in the Department's IT Systems, advise the relevant Other Provider:
 - (i) of the NEIS Provider's abovementioned assessment;
 - (ii) that the NEIS Provider will start delivering NEIS Services to the person as a NEIS Prospective Participant and the relevant start date;
 - (iii) if the person will be referred to a Workshop, the name of the relevant Workshop Provider and the proposed Workshop date; and
 - (iv) to update the person's Job Plan accordingly;

- (d) if the person is not currently registered in the Department's IT Systems, Directly Register them;
- (e) ensure that a Referral to the NEIS Provider is recorded in the Department's IT Systems; and
- (f) start delivering NEIS Services to the person as a NEIS Prospective Participant in accordance with clause 128.

127.6 Where the NEIS Provider assesses a person as:

- (a) not NEIS Eligible; or
- (b) NEIS Eligible, but not suitable to participate in a Workshop and/or undertake NEIS Training,

the NEIS Provider must, in accordance with any Guidelines:

- (c) advise the Other Provider (where relevant) and the person of this assessment and that the NEIS Provider is unable to deliver NEIS Services to the person; and
- (d) refer the person back to their Other Provider (where relevant).

128. NEIS Services for NEIS Prospective Participants

Workshops & NEIS Training

128.1 The NEIS Provider must arrange for each NEIS Prospective Participant to:

- (a) participate in a Workshop; and/or
- (b) undertake NEIS Training, and develop a NEIS Business Plan in accordance with clauses 128.2 to 128.6 and any Guidelines.

128.1A If the NEIS Provider assesses that the NEIS Prospective Participant is not participating appropriately in a Workshop or NEIS Training, the NEIS Provider must, in accordance with any Guidelines:

- (a) advise the Other Provider (where relevant) and the NEIS Prospective Participant of this assessment and that the NEIS Provider is unable to deliver a Workshop or NEIS Training to the NEIS Prospective Participant; and
- (b) refer the NEIS Prospective Participant back to their Other Provider (where relevant).

NEIS Business Plans

128.2 The NEIS Provider must arrange and provide business advice and counselling to each NEIS Prospective Participant to assist the NEIS Prospective Participant to develop a NEIS Business Plan that satisfies the NEIS Business Eligibility Criteria.

128.3 The NEIS Provider must, in accordance with any Guidelines, assess each NEIS Prospective Participant's NEIS Business Plan against the NEIS Business Eligibility Criteria, and approve or reject each NEIS Business Plan.

128.4 Where the NEIS Provider has concerns about whether to approve or reject a NEIS Business Plan, the NEIS Provider may seek advice from the Department.

128.5 Where the NEIS Provider decides to reject a NEIS Business Plan in accordance with clause 128.3, unless otherwise set out in any Guidelines, the Provider must, within ten Business Days of the decision and in accordance with any Guidelines, advise the NEIS Prospective Participant in writing:

- (a) of the decision and the reasons for the decision; and
- (b) of his or her right to have the decision reviewed by the Department.

128.6 Subject to clause 127.2, where the NEIS Provider decides to approve the NEIS Prospective Participant's NEIS Business Plan, the Provider must:

- (a) advise the NEIS Prospective Participant in writing of the approval within five Business Days of the decision;
- (b) explain to the NEIS Prospective Participant their obligations while receiving NEIS Assistance and any NEIS Services the NEIS Provider will provide;
- (c) advise the NEIS Prospective Participant to carefully read and understand all the terms of his or her NEIS Participant Agreement;
- (d) advise the Other Provider (where relevant) prior to the NEIS Prospective Participant's NEIS Commencement, that the NEIS Prospective Participant's Job Plan should be updated, to reflect the NEIS Prospective Participant's NEIS Commencement, when this occurs; and
- (e) commence providing relevant NEIS Services to them as a NEIS Participant from the date of their NEIS Commencement.

Note: Clauses 128.2 to 128.6 only apply to NEIS Prospective Participants who will undertake NEIS Training and develop a NEIS Business Plan in accordance with clause 128.1(b).

129. NEIS Services for NEIS Participants

Duration

129.1 Unless otherwise directed by the Department, the NEIS Provider must provide relevant NEIS Services to each NEIS Participant for the full period of the NEIS Assistance provided under their NEIS Participant Agreement, notwithstanding the expiration of this Deed.

Advising Services Australia and Other Providers

129.2 The NEIS Provider must ensure that Services Australia and, if the NEIS Participant is registered with an Other Provider, the Other Provider, have been advised within five Business Days of each NEIS Commencement, that the relevant NEIS Participant has commenced NEIS Assistance and whether the NEIS Participant is receiving NEIS Allowance.

NEIS Business Mentoring

129.3 The NEIS Provider must, in accordance with any Guidelines, and the Provider's tender response to the request for tender for this Deed provide NEIS Business Mentoring for each NEIS Participant:

- (a) to assist them in establishing and running a viable NEIS Business; and
- (b) which includes at least five face to face visits by the NEIS Provider during the period of his or her NEIS Participant Agreement, in the manner and at the times and locations set out in any Guidelines.

129.4 Where a NEIS Participant refuses to accept or otherwise participate in NEIS Business Mentoring, the NEIS Provider must advise the Department in writing within five Business Days of the occurrence.

129.5 The NEIS Provider must provide the Department with NEIS Business Mentoring Reports, as required by the Department, and as specified in any Guidelines.

Contacting the NEIS Participant

129.6 The NEIS Provider must:

- (a) contact each NEIS Participant at least monthly during the period of his or her NEIS Participant Agreement;
- (b) in the event of a failure to contact a NEIS Participant, Notify the Department of the event through the Department's IT Systems within five Business Days; and
- (c) at each monthly contact:
 - (i) check if the NEIS Participant is operating his or her NEIS Business in accordance with the NEIS Business Plan, including that the NEIS Participant is maintaining current and appropriate insurance for his or her NEIS Business;
 - (ii) offer and provide any business advice and counselling to assist the NEIS Participant in operating his or her NEIS Business; and
 - (iii) collect NEIS Financial Information and NEIS Income Statements, where relevant, for the purposes of satisfying clause 129.7.

Collection of NEIS Financial Information and NEIS Participant's Income Statements

129.7 Subject to clause 129.8, the NEIS Provider must, within ten Business Days after the completion of each Financial Quarter of business operation for the duration of each NEIS Participant Agreement, collect from NEIS Participants:

- (a) NEIS Financial Information relating to each NEIS Business; and
- (b) a NEIS Income Statement from each NEIS Participant,

and in the case of the information collected in accordance with clause 129.7(b), determine whether any NEIS Participants have failed the NEIS External Income Test.

129.8 Where a NEIS Business has only been operating for four weeks or less in a Financial Quarter, the NEIS Provider does not need to collect NEIS Financial Information or a NEIS Income Statement for that Financial Quarter.

129.9 The NEIS Provider must advise the Department in writing within five Business Days:

- (a) of any failure by a NEIS Participant to submit his or her NEIS Financial Information or a NEIS Income Statement in accordance with his or her NEIS Participant Agreement, or as otherwise required; and
- (b) when the NEIS Provider becomes aware that a NEIS Participant's gross NEIS External Income has exceeded the threshold set out in the NEIS External Income Test.

129.10 The NEIS Provider must, within 20 Business Days after the completion of the second and third Financial Quarters of the operation of each NEIS Business, use the NEIS Financial Information provided by the relevant NEIS Participant to complete and submit to the Department a written assessment for the NEIS Business stating whether the NEIS Business:

- (a) is Commercially Viable; and
- (b) has cash flow which is 25 per cent or more below the forecast of cash flow per Financial Quarter set out in its respective NEIS Business Plan.

Change in a NEIS Participant's circumstances

- 129.11 Notwithstanding clause 129.7, the NEIS Provider must Notify the Department through the Department's IT Systems within five Business Days of the NEIS Provider becoming aware:
- (a) that a NEIS Business appears not to be Commercially Viable; or
 - (b) of any change in a NEIS Participant's circumstances, including the expiry of business insurance, that may affect:
 - (i) the Commercial Viability or safe operation of a NEIS Business; or
 - (ii) a NEIS Participant's entitlement to NEIS Assistance.
- 129.12 Where the NEIS Provider advises the Department in writing of a change in circumstances under clause 129.11(b), the NEIS Provider must, where applicable, and in accordance with any Guidelines, recommend to the Department the suspension, recommencement or termination of one or more of:
- (a) the NEIS Participant Agreement;
 - (b) the payment of NEIS Allowance; or
 - (c) the payment of NEIS Rental Assistance.

Confidentiality

- 129.13 The NEIS Provider must treat the following as confidential commercial information:
- (a) NEIS Business Plans and related Material;
 - (b) any information given to the NEIS Provider by NEIS Participants relating to their NEIS Business; and
 - (c) any information collected in connection with the NEIS External Income Test, and must not disclose such information to any third party unless expressly allowed under this Deed.
- 129.14 The NEIS Provider must ensure that:
- (a) any Subcontract it enters into for the provision of NEIS Services contains a requirement to maintain the confidentiality of the information as set out at clause 129.13; and
 - (b) before entering into any such Subcontract, the NEIS Provider executes a deed of confidentiality between itself and the Subcontractor, that requires the Subcontractor to maintain the confidentiality of the information set out in clause 129.13.

130. NEIS Fees

- 130.1 Subject to clause 130.2 and 130.3, the Department will pay the NEIS Provider the NEIS Fee as follows:
- (a) 20 per cent of the NEIS Fee following achievement of each NEIS Training Commencement, provided that the NEIS Training Commencement is achieved no later than the Completion Date;
 - (b) 60 percent of the NEIS Fee following achievement of each NEIS Commencement, provided that the NEIS Commencement is achieved no later than the Completion Date; and
 - (c) 20 per cent of the NEIS Fee following achievement of a NEIS Post-Programme Outcome, including where the NEIS Post-Programme Outcome is achieved after the Completion Date.

- 130.2 Where the relevant NEIS Commencement or NEIS Post-Programme Outcome is achieved on or before 4 May 2016, the NEIS Provider may claim that part of the NEIS Fee from the Department:
- (a) on or after (but no more than 56 days after) the day on which the requirements in clause 130.1 relating to each part of the NEIS Fee are satisfied; and
 - (b) by submitting a claim to the Department on the Department's IT Systems in accordance with any Guidelines.
- 130.3 The Department will pay the NEIS Provider NEIS Fee under clause 130.1:
- (a) for a NEIS Post-Programme Outcome for a NEIS Participant who was not in receipt of an Income Support Payment at the time of their NEIS Commencement, within 10 Business Days of the NEIS Provider submitting a claim for Payment to the Department on the Department's IT Systems; and
 - (b) in all other cases, within 10 Business Days of the achievement of the NEIS Training Commencement, NEIS Commencement or NEIS Post-Programme Outcome.

Note: The Department has implemented a process of automated payment of NEIS Fees which does not require the submission of claims by the Provider, except for a NEIS Post-Programme Outcome in relation to a NEIS Participant who was not in receipt of an Income Support Payment at the time of their NEIS Commencement.

Recovery

- 130.4 Where a NEIS Participant is overpaid NEIS Allowance or NEIS Rental Assistance as a result of the NEIS Provider's failure to provide NEIS Services in accordance with the Deed, including any Guidelines, the NEIS Provider must, if required by the Department, pay to the Department an amount equal to the amount of the overpayment that is attributable to the NEIS Provider's failure. This amount will become a debt due to the Commonwealth for the purposes of clause 21 if and when the Commonwealth Notifies the NEIS Provider that it elects to recover the amount as a debt under clause 21.

131. NEIS Key Performance Indicators

NEIS Key Performance Indicators

- 131.1 For the purposes of clause 4.1(c), the NEIS Key Performance Indicators are as follows:
- (a) NEIS KPI 1: Efficiency
 - (i) NEIS KPI 1 measurement: the Department's assessment of the NEIS Provider's performance is based on:
 - (A) the number of NEIS Places utilised within the Employment Region(s) specified at item 7.1 of Schedule 1; and
 - (B) the number, or rate, of NEIS Participants that exit NEIS Services prior to completion of NEIS Assistance, and the reasons for the exit(s);
 - (b) NEIS KPI 2: Effectiveness
 - (i) NEIS KPI 2 measurement: the Department's assessment of the NEIS Provider's performance is based on the number of NEIS Post-Programme Outcomes achieved; and
 - (c) NEIS KPI 3: Quality and assurance
 - (i) NEIS KPI 3 measurement: the Department's assessment of the NEIS Provider's performance is based on:

- (A) the NEIS Provider's delivery of the NEIS Services in accordance with this Deed;
- (B) the number of validated Complaints recorded via the Department's National Customer Service Line and the Department's Employment Services Tip Off Line and the number of validated Complaints resulting in ministerial correspondence and any Ombudsman Complaints for the relevant Performance Period; and
- (C) input received from NEIS Participants following any post program monitoring exercises undertaken by the Department.

132. Action about performance

- 132.1 Without limiting the Department's rights under this Deed or the law, if, at any time, the Department considers that the performance of the NEIS Provider at the Employment Region level is less than satisfactory (including as assessed against the NEIS KPIs), the Department may, at its absolute discretion, reduce the Provider's NEIS Places.
- 132.2 If, at any time, the Department considers the performance of the NEIS Provider at the Employment Region level warrants it, the Department may, with the agreement of the NEIS Provider, increase the NEIS Provider's NEIS Places for a period of time specified by the Department.

Reductions in NEIS Places

- 132.3 References in this clause 132 to decreasing the Provider's NEIS Places in an Employment Region, include reducing the NEIS Places in the Employment Region to zero.
- 132.4 If, in accordance with this clause 132, the Department decreases the NEIS Provider's NEIS Places in an Employment Region to zero, the Department may Notify the NEIS Provider that the NEIS Provider must discontinue providing the NEIS Services in the Employment Region from the date specified by the Department.
- 132.5 If the Department Notifies the NEIS Provider to discontinue providing NEIS Services in accordance with clause 132.4, the NEIS Provider must discontinue providing the NEIS Services in the Employment Region in accordance with the Notice and provide the Department with the assistance and cooperation in clauses 57.5 and 57.6 to ensure that NEIS Participants affected by the discontinuation of the NEIS Provider's NEIS Services in that Employment Region are transferred to other NEIS Providers as specified by the Department.
- 132.6 For the avoidance of doubt, any decrease of NEIS Places under this clause 132 is not a reduction of scope or termination for which compensation is payable.

Variation

- 132.7 If the Department takes any action under this clause 132:
 - (a) where relevant, this Deed will be deemed to be varied accordingly; and
 - (b) the Provider is not relieved of any of its obligations under this Deed as varied.
- 132.8 This clause 132 operates without prejudice to any other right which the Commonwealth has or which may accrue to the Commonwealth under this Deed or the law.

133. Transfers of NEIS Prospective Participants and NEIS Participants to or from the NEIS Provider

- 133.1 A NEIS Prospective Participant or NEIS Participant may, at any time, be transferred from the NEIS Provider to another NEIS Provider:

- (a) by the Department, where the NEIS Prospective Participant or NEIS Participant moves to a new location that is not within a reasonable distance of a Site of the NEIS Provider;
- (b) by the Department, where the Department is satisfied that:
 - (i) the NEIS Prospective Participant or NEIS Participant will receive services that could better enhance their prospects of achieving Unsubsidised Self-Employment from the other NEIS Provider; or
 - (ii) the NEIS Prospective Participant or NEIS Participant and the NEIS Provider are unable to achieve or maintain a reasonable and constructive servicing relationship, as determined by the Department;
- (c) if the Department, the NEIS Provider, another NEIS Provider and the NEIS Prospective Participant or NEIS Participant agree to the transfer;
- (d) by the Department, where the Department reduces the Provider's NEIS Places in accordance with this Deed; or
- (e) by the Department, for any other reason.

133.2 If a NEIS Prospective Participant or NEIS Participant is transferred to the NEIS Provider for any reason, the Provider must, in accordance with any Guidelines immediately provide NEIS Services to the NEIS Prospective Participant or NEIS Participant in accordance with this Deed.

133.3 Where a NEIS Prospective Participant or a NEIS Participant is transferred between NEIS Providers, both NEIS Providers must:

- (a) immediately provide sufficient assistance and cooperation to any person nominated by the Department to facilitate the transfer and enable NEIS Services to continue; and
- (b) comply with the Department's directions in relation to the transfer or destruction of Deed Material and Commonwealth Material in the NEIS Provider's possession or control, including that stored in External IT Systems.

Note: Where a NEIS Prospective Participant or NEIS Participant is transferred between NEIS Providers in accordance with clauses 133.1 or 133.2, it will be up to both NEIS Providers to determine between themselves any apportionment of NEIS Fee(s) that has been, or will be, paid by the Department in relation to the relevant NEIS Prospective Participant or NEIS Participant.

Schedule 1 – Deed And Business Details

Schedule 2 – Service Delivery Plan

Deed Variation History

Clause	Variation, effective date
Reader's Guide to this Deed	GDV 11, 1 July 2020

Part A – General Conditions

Clause	Variation, effective date
Heading 'Section A1.1 – Definitions and interpretation'	GDV 1, 18 January 2016
1.2(c)	GDV 3, 5 December 2016
1.2(i) and (j)	GDV 1, 18 January 2016
1.3(c), (d), (e)	GDV 1, 18 January 2016
1.6(a)-(e)	GDV 1, 18 January 2016
Heading 'Section A2.1 – Deed length'	GDV 1, 18 January 2016
Heading 'Section A2.2 – Some basic rules about Services'	GDV 1, 18 January 2016
4.1(a)(ii)	GDV 4, 1 April 2017
4.2(a)	GDV 4, 1 April 2017
4.2(d), (f), (g)	GDV 2, 1 July 2016
5.2(a), (b), (c), (d)	GDV 11, 1 July 2020
5.2 Note	GDV 11, 1 July 2020
5.5, (b)	GDV 11, 1 July 2020
6.2(a)	GDV 1, 18 January 2016
	GDV 9, 1 July 2019
6.2(b)	GDV 1, 18 January 2016
6.3(c)	GDV 1, 18 January 2016
	GDV 10, 1 January 2020
8.1 Subheading 'Personnel and Supervisors'	GDV 1, 18 January 2016
8.1	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
	GDV 8, 1 January 2019
	GDV 12, 1 January 2021
8.1(a)	GDV 11, 1 July 2020
8.1A Subheading 'Child Safety'	GDV 11, 1 July 2020
8.1A, (a), (b)	GDV 11, 1 July 2020
8.1B Subheading 'National Principles for Child Safe Organisations and other action for the safety of Children'	GDV 11, 1 July 2020
8.1B, (a)-(c), (d), (i)-(iv), (e)	GDV 11, 1 July 2020
8.1C	GDV 11, 1 July 2020
8.1D, (a)-(c)	GDV 11, 1 July 2020
8.1E, (a), (b)	GDV 11, 1 July 2020
8.2	GDV 1, 18 January 2016
	GDV 4, 1 April 2017

Clause	Variation, effective date
	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
	GDV 8, 1 January 2019
	GDV 12, 1 January 2021
8.3 Subheading 'Participants'	GDV 1, 18 January 2016
8.3	GDV 1, 18 January 2016
	GDV 3, 5 December 2016
	GDV 6, 1 January 2018
8.4	GDV 1, 18 January 2016
Heading 'Section A2.3 – Some basic rules about financial matters'	GDV 1, 18 January 2016
11.6	GDV 10, 1 January 2020
11.7	GDV 10, 1 January 2020
15.3	GDV 4, 1 April 2017
15.4	GDV 1, 18 January 2016
	GDV 3, 5 December 2016
15.4(a)	GDV 10, 1 January 2020
15.5(b) and (e)	GDV 2, 1 July 2016
15.7	GDV 1, 18 January 2016
17.3	GDV 1, 18 January 2016
17.4	GDV 1, 18 January 2016
19.1 Subheading 'Overpayment'	GDV 2, 1 July 2016
19.1	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 4, 1 April 2017
19.2	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 7, 1 July 2018
19.2A	GDV 7, 1 July 2018
	GDV 8, 1 January 2019
19.3	GDV 1, 18 January 2016
19.4	GDV 1, 18 January 2016
20.1(c)-(g)	GDV 11, 1 July 2020
20.1(e)(i)	GDV 11, 1 July 2020
23.1	GDV 1, 18 January 2016
Heading 'Section A2.4 – Reports'	GDV 1, 18 January 2016
24.1 and (a)(i)	GDV 1, 18 January 2016
Heading 'Section A2.5 – Assessment and management of Provider's performance'	GDV 1, 18 January 2016
26.1(a)(ii)	GDV 1, 18 January 2016
27 Heading 'Program Assurance Activities'	GDV 10, 1 January 2020
27.1	GDV 1, 18 January 2016
	GDV 10, 1 January 2020

Clause	Variation, effective date
28.1	GDV 7, 1 July 2018
28.2	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
28.3(a)	GDV 11, 1 July 2020
29.3	GDV 1, 18 January 2016
Heading 'Section A2.6 – Customer feedback'	GDV 1, 18 January 2016
Heading 'Section A3.1 – Information Technology'	GDV 1, 18 January 2016
31.1	GDV 4, 1 April 2017
31.2	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
31.3	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
32 Heading 'Access and information security assurance'	GDV 8, 1 January 2019
32.1	GDV 4, 1 April 2017
32.2 Subheading 'External IT Systems' and Note	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
32.2(b), (i), (v), (c)	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
32.2(a)	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
	GDV 11, 1 July 2020
32.2(a)(ii)	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
32.2(b)(iii)	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
32.2(b)(iv)	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
32.2(b)(vi)	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
	GDV 10, 1 January 2020
32.2(b)(vii) and (viii)	GDV 8, 1 January 2019
	GDV 10, 1 January 2020
32.3(a) and (c)	GDV 8, 1 January 2019
32.4 Subheading 'Provider IT System accreditation' and Note	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
32.4	GDV 4, 1 April 2017
	GDV 8, 1 January 2019

Clause	Variation, effective date
32.4(a)	GDV 8, 1 January 2019
32.5	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
32.6	GDV 5, 1 July 2017
	GDV 8, 1 January 2019
32.7	GDV 6, 1 January 2018
	GDV 8, 1 January 2019
32.8	GDV 5, 1 July 2017
	GDV 6, 1 January 2018
32.9	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
	GDV 8, 1 January 2019
32.1	GDV 6, 1 January 2018
32.11	GDV 1, 18 January 2016
	GDV 8, 1 January 2019
32.11(a)	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
32.11(b)	GDV 8, 1 January 2019
32.12 Subheading 'Third Party IT' and Note	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
32.12(a), (i), (ii), (b), (c), (i), (ii), (d)	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
32.12(e)	GDV 8, 1 January 2019
32.12(f)	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
32.13	GDV 4, 1 April 2017
32.14	GDV 9, 1 July 2019
32.16	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
	GDV 11, 1 July 2020
32.17	GDV 4, 1 April 2017
32.17(c)	GDV 9, 1 July 2019
32.17(e)	GDV 8, 1 January 2019
32.18(a) and (b)	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
32.18(c)	GDV 4, 1 April 2017
	GDV 9, 1 July 2019

Clause	Variation, effective date
32.18(d)	GDV 4, 1 April 2017
32.2	GDV 4, 1 April 2017
	GDV 9, 1 July 2019
32.21	GDV 2, 1 July 2016
	GDV 6, 1 January 2018
32.22	GDV 9, 1 July 2019
Heading 'Section A3.2 – Property rights'	GDV 1, 18 January 2016
33.4	GDV 1, 18 January 2016
Heading 'Section A3.3 – Control of information'	GDV 1, 18 January 2016
35.1	GDV 1, 18 January 2016
	GDV 7, 1 July 2018
35.2(a)	GDV 1, 18 January 2016
35.2(d)	GDV 2, 1 July 2016
	GDV 7, 1 July 2018
35.2(e)-(i), (k), (l)	GDV 7, 1 July 2018
35.2(j)	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 7, 1 July 2018
35.3(c)	GDV 7, 1 July 2018
35.4	GDV 7, 1 July 2018
35.5	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
Heading 'Section A3.4 – Records management'	GDV 1, 18 January 2016
37.1	GDV 9, 1 July 2019
37.3	GDV 9, 1 July 2019
37.4(b)(i)	GDV 1, 18 January 2016
37.6 Subheading 'Recording'	GDV 1, 18 January 2016
	GDV 10, 1 January 2020
37.6 Subheading 'Register of Records'	GDV 10, 1 January 2020
37.6	GDV 9, 1 July 2019
	GDV 10, 1 January 2020
37.7	GDV 1, 18 January 2016
	GDV 9, 1 July 2019
	GDV 11, 1 July 2020
37.7(a), (i)-(iv), (b)	GDV 11, 1 July 2020
37.8(a) and (b)	GDV 9, 1 July 2019
37.9	GDV 9, 1 July 2019
37.10	GDV 9, 1 July 2019
37.11(a) and (b)	GDV 9, 1 July 2019
37.12 Subheading 'Third Party IT Vendors'	GDV 9, 1 July 2019
37.12	GDV 9, 1 July 2019
39.2(a)	GDV 1, 18 January 2016

Clause	Variation, effective date
	GDV 9, 1 July 2019
39.2(c)	GDV 9, 1 July 2019
40.1	GDV 1, 18 January 2016
40.1(a)(ii)	GDV 1, 18 January 2016
	GDV 8, 1 January 2019
40.1(a)(i), (iv), (b)(i), (iii)	GDV 1, 18 January 2016
40.3(b)	GDV 10, 1 January 2020
Heading 'Section A4.1 – Indemnity and insurance'	GDV 1, 18 January 2016
42.1 and (d)	GDV 1, 18 January 2016
42.1(c)(iv)	GDV 9, 1 July 2019
42.1(f)(iii)(A)	GDV 10, 1 January 2020
42.12	GDV 1, 18 January 2016
43.3	GDV 2, 1 July 2016
44.1(a), (b), (c)	GDV 1, 18 January 2016
Heading 'Section A4.2 – Changes in persons delivering Services'	GDV 1, 18 January 2016
45.2(ii)	GDV 1, 18 January 2016
45.3(d)	GDV 3, 5 December 2016
46.3	GDV 1, 18 January 2016
Heading 'Section A4.3 – Resolving Problems'	GDV 1, 18 January 2016
52.2(a)(iv) and (b)	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
52.2(c)	GDV 1, 18 January 2016
	GDV 9, 1 July 2019
53.1 and (a)	GDV 1, 18 January 2016
54.1(c)	GDV 4, 1 April 2017
	GDV 9, 1 July 2019
54.3(c)	GDV 1, 18 January 2016
56.1(d)-(g)	GDV 7, 1 July 2018
57.6(a)	GDV 8, 1 January 2019
Heading 'Section A4.4 – Other matters'	GDV 1, 18 January 2016
58 Heading 'Indigenous Procurement Policy'	GDV 1, 18 January 2016
58.1	GDV 1, 18 January 2016
58.2	GDV 1, 18 January 2016
58.2 Note 1	GDV 11, 1 July 2020
58.3	GDV 1, 18 January 2016
58.4	GDV 1, 18 January 2016
58.5	GDV 1, 18 January 2016
58.6	GDV 1, 18 January 2016
58.7	GDV 1, 18 January 2016
58.8	GDV 1, 18 January 2016
59.1(c)	GDV 1, 18 January 2016
60.1	GDV 7, 1 July 2018

Clause	Variation, effective date
60.1(a)	GDV 1, 18 January 2016
61.2	GDV 10, 1 January 2020
63.1	GDV 1, 18 January 2016
	GDV 9, 1 July 2019
63.2	GDV 1, 18 January 2016
	GDV 9, 1 July 2019
69.3	GDV 3, 5 December 2016
69.6(b)-(g)	GDV 1, 18 January 2016
69.6(e)(i)	GDV 4, 1 April 2017
70.4	GDV 1, 18 January 2016

Annexure A1 – Definitions

Clause	Variation, effective date
Social Security Law definitions	GDV 7, 1 July 2018
	GDV 8, 1 January 2019
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
'4 Week Period'	GDV 1, 18 January 2016
	GDV 10, 1 January 2020
'12 week Period'	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 10, 1 January 2020
'26 Week Period'	GDV 1, 18 January 2016
	GDV 10, 1 January 2020
'Acceptable Reason'	GDV 7, 1 July 2018
'Access'	GDV 4, 1 April 2017
'Activity Host Organisation'	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
	GDV 12, 1 January 2021
'Activity Host Organisation Agreement'	GDV 1, 18 January 2016
'Activity Host Organisation' Note	GDV 10, 1 January 2020
'Administration Fees'	GDV 11, 1 July 2020
'Appointment'	GDV 7, 1 July 2018
'Assessment'	GDV 10, 1 January 2020
'Asset'	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
'Asset' Note 1 and 2	GDV 10, 1 January 2020
'Australian Equivalents to International Financial Reporting Standards' or 'AEIRFS'	GDV 1, 18 January 2016

Clause	Variation, effective date
'Australian Information Commissioner'	GDV 7, 1 July 2018
'Australian JobSearch'	GDV 1, 18 January 2016
'Capability Assessment'	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
'Capability Interview'	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
'Capability Management Tool'	GDV 7, 1 July 2018
'Career Transition Assistance' or 'CTA'	GDV 7, 1 July 2018
'Child-Related Personnel'	GDV 11, 1 July 2020
	GDV 12, 1 January 2021
'Child Safety Obligations'	GDV 11, 1 July 2020
'CTA Agreement'	GDV 7, 1 July 2018
	GDV 12, 1 January 2021
'CTA Course'	GDV 9, 1 July 2019
'CTA Element'	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
'CTA Element Amount'	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
'CTA Eligible Participant'	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
'CTA Provider'	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
'CTA Trial'	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
'CTA Trial Region'	GDV 7, 1 July 2018
'Claims Processing Training'	GDV 1, 18 January 2016
'Commercially Viable'	GDV 1, 18 January 2016
	GDV 11, 1 July 2020
'Commonwealth Coat of Arms'	GDV 2, 1 July 2016
'Community Action Group Activity'	GDV 1, 18 January 2016
'Community Development Program'	GDV 1, 18 January 2016
	GDV 10, 1 January 2020
'Community Support Project'	GDV 1, 18 January 2016
'Complementary Placement'	GDV 3, 5 December 2016
'Complementary Service'	GDV 1, 18 January 2016
	GDV 10, 1 January 2020
'Complete' or 'Completed'	GDV 4, 1 April 2017
'Compliance Activities'	GDV 10, 1 January 2020
'Comprehensive Compliance Assessment'	GDV 7, 1 July 2018
'Comprehensive Skills Assessment'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
'Comprehensive Skills Assessment Work Order' or 'CSA Work Order'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020

Clause	Variation, effective date
'Consecutive Weeks'	GDV 10, 1 January 2020
'Contact Centre'	GDV 10, 1 January 2020
'CSA Amount'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
'Cybersafety Policy'	GDV 9, 1 July 2019
'Delegate'	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 10, 1 January 2020
'Department'	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
	GDV 11, 1 July 2020
'Department's IT Systems'	GDV 10, 1 January 2020
'Department's National Customer Service Line'	GDV 1, 18 January 2016
'Department's Security Policies'	GDV 1, 18 January 2016
	GDV 11, 1 July 2020
'DES Work for the Dole Payment'	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
'DHS'	GDV 1, 18 January 2016
	GDV 10, 1 January 2020
'DHS Fortnight'	GDV 10, 1 January 2020
'Direct Registration' or 'Directly Register'	GDV 3, 5 December 2016
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
	GDV 12, 1 January 2021
'Documentary Evidence'	GDV 8, 1 January 2019
'Drug Test Trial Participant'	GDV 6, 1 January 2018
'Drug Treatment'	GDV 6, 1 January 2018
'Education Outcome'	GDV 1, 18 January 2016
	GDV 10, 1 January 2020
'Education Outcome Start Date'	GDV 1, 18 January 2016
'Effective Exit'	GDV 1, 18 January 2016
	GDV 3, 5 December 2016
	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
'Electronic Calendar'	GDV 7, 1 July 2018
'Employability Skills Training' or 'EST'	GDV 4, 1 April 2017
'Employer'	GDV 2, 1 July 2016
'Employment Facilitator'	GDV 7, 1 July 2018
'Employment Fund'	GDV 10, 1 January 2020
'Employment Outcome Start Date'	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
'Employment Provider'	GDV 9, 1 July 2019

Clause	Variation, effective date
'Employment Provider Services Key Performance Indicators' or 'Employment Provider Services KPIs'	GDV 1, 18 January 2016
'Employment Region'	GDV 1, 18 January 2016
	GDV 9, 1 July 2019
'Employment Services Assessment'	GDV 10, 1 January 2020
'Employment Systems Service Desk'	GDV 11, 1 July 2020
'Engagement'	GDV 7, 1 July 2018
'Enterprise Agreement'	GDV 2, 1 July 2016
'EST Course'	GDV 4, 1 April 2017
'EST Eligible Participant'	GDV 4, 1 April 2017
'EST Provider'	GDV 4, 1 April 2017
	GDV 9, 1 July 2019
'Exceptional Circumstances'	GDV 1, 18 January 2016
'Exemption'	GDV 10, 1 January 2020
'External IT System'	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
'External Systems Assurance Framework' or 'ESAF'	GDV 8, 1 January 2019
'Fair Work Ombudsman'	GDV 1, 18 January 2016
'Full Outcome'	GDV 1, 18 January 2016
	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
'Fully Eligible Participant'	GDV 10, 1 January 2020
'Fully Eligible Participant (Voluntary)'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
'General Account'	GDV 9, 1 July 2019
'Group Based Activity'	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
'Guide to Social Security Law'	GDV 1, 18 January 2016
'Guidelines'	GDV 1, 18 January 2016
'Harmful Code'	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
'Harvest Area'	GDV 11, 1 July 2020
'Harvest Crops'	GDV 4, 1 April 2017
'Harvest Employer'	GDV 4, 1 April 2017
	GDV 11, 1 July 2020
'Harvest Information'	GDV 4, 1 April 2017
	GDV 11, 1 July 2020
'Harvest Labour Service' or 'HLS'	GDV 11, 1 July 2020
'Harvest Labour Hire Firm'	GDV 4, 1 April 2017
'Harvest Period'	GDV 4, 1 April 2017
'Harvest Placement'	GDV 11, 1 July 2020
'Harvest Placement Fee'	GDV 11, 1 July 2020
'Harvest Service Fee'	GDV 11, 1 July 2020

Clause	Variation, effective date
'Harvest Trail Services' or 'HTS'	GDV 11, 1 July 2020
'Harvest Trail Services Deed' or 'HTS Deed'	GDV 11, 1 July 2020
'Harvest Trail Website'	GDV 11, 1 July 2020
'Harvest Vacancy'	GDV 4, 1 April 2017
	GDV 11, 1 July 2020
'Harvest Work'	GDV 4, 1 April 2017
	GDV 11, 1 July 2020
'Harvest Worker'	GDV 11, 1 July 2020
'HTS 4 Week Period'	GDV 11, 1 July 2020
'HTS 12 Week Period'	GDV 11, 1 July 2020
'HTS 26 Week Period'	GDV 11, 1 July 2020
'HTS 4 Week jobactive Outcome'	GDV 11, 1 July 2020
'HTS 12 Week jobactive Outcome'	GDV 11, 1 July 2020
'HTS 26 Week jobactive Outcome'	GDV 11, 1 July 2020
'HTS jobactive Outcome'	GDV 11, 1 July 2020
'HTS jobactive Outcome Start Date'	GDV 11, 1 July 2020
'HTS Provider'	GDV 11, 1 July 2020
'Implementation and Outcome Report'	GDV 1, 18 January 2016
'Indigenous Enterprise'	GDV 1, 18 January 2016
'Indigenous Opportunities Policy Administrator' or 'IOP Administrator'	GDV 1, 18 January 2016
'Indigenous Opportunities Policy Guidelines'	GDV 1, 18 January 2016
'Indigenous Outcomes Targets'	GDV 2, 1 July 2016
	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
'Indigenous Training Employment and Supplier Plan' or 'ITES Plan'	GDV 1, 18 January 2016
'Individual Hosted Activity'	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
'Intervention'	GDV 10, 1 January 2020
'jobactive'	GDV 10, 1 January 2020
'jobactive Website'	GDV 1, 18 January 2016
	GDV 3, 5 December 2016
'Job Capacity Assessment' or 'JCA'	GDV 10, 1 January 2020
'Job Plan'	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 8, 1 January 2019
	GDV 10, 1 January 2020
'Job Referral'	GDV 7, 1 July 2018
'Job Search Requirement'	GDV 7, 1 July 2018
'Job Seeker Classification Instrument' or 'JSCI'	GDV 10, 1 January 2020
'Job Seeker Placement'	GDV 1, 18 January 2016
'Job Seeker Placement Start Date'	GDV 1, 18 January 2016
	GDV 5, 1 July 2017

Clause	Variation, effective date
	GDV 7, 1 July 2018
'Job Seeker Snapshot'	GDV 10, 1 January 2020
'Job Services Australia' or 'JSA'	GDV 10, 1 January 2020
'Jobs, Land and Economy Programme'	GDV 10, 1 January 2020
'Joint Charter of Deed Management'	GDV 10, 1 January 2020
'Launch into Work'	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
'Launch into Work Organisation'	GDV 6, 1 January 2018
'Launch into Work Placement'	GDV 6, 1 January 2018
'Lead Provider'	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
'Local Jobs Program' or 'LJP'	GDV 12, 1 January 2021
'Long Term Unemployed & Indigenous Wage Subsidy'	GDV 9, 1 July 2019
'LJP Activity'	GDV 12, 1 January 2021
'LJP Activity Host'	GDV 12, 1 January 2021
'LJP Activity Partnering Provider'	GDV 12, 1 January 2021
'LTU' and 'Indigenous Wage Subsidy'	GDV 1, 18 January 2016
	GDV 3, 5 December 2016
'LTU Wage Subsidy Account'	GDV 1, 18 January 2016
'Malicious Code'	GDV 10, 1 January 2020
'Modern Award'	GDV 2, 1 July 2016
'Mutual Obligation Requirement'	GDV 7, 1 July 2018
'National Harvest Guide'	GDV 11, 1 July 2020
'National Harvest Labour Information Service' or 'NHLIS'	GDV 11, 1 July 2020
'National Harvest Telephone Information Service'	GDV 11, 1 July 2020
'National Minimum Wage'	GDV 2, 1 July 2016
'National Principles for Child Safe Organisations'	GDV 11, 1 July 2020
'National Work Experience Programme'	GDV 1, 18 January 2016
	GDV 7, 1 July 2018
'National Work Experience Programme Placement'	GDV 1, 18 January 2016
	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
'NEIS Eligible'	GDV 3, 5 December 2016
'NEIS Fee'	GDV 2, 1 July 2016
	GDV 12, 1 January 2021
'NEIS Key Performance Indicators' or 'NEIS KPIs'	GDV 1, 18 January 2016
'NEIS Participant Agreement (pre 1 July 2015)'	GDV 2, 1 July 2016
'NEIS Places'	GDV 1, 18 January 2016
'NEIS Post-Programme Outcome'	GDV 11, 1 July 2020
'NEIS Prospective Participant'	GDV 3, 5 December 2016
'NEIS Provider'	GDV 9, 1 July 2019
'NEIS Services'	GDV 1, 18 January 2016
	GDV 2, 1 July 2016

Clause	Variation, effective date
	GDV 12, 1 January 2021
'NEIS Training'	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 12, 1 January 2021
'NEIS Training Commencement'	GDV 12, 1 January 2021
'NEIS Transition Services'	GDV 2, 1 July 2016
'NEIS Transitioned Participant'	GDV 2, 1 July 2016
'NEIS Transitioned Prospective Participant'	GDV 2, 1 July 2016
'NEIS Volunteer'	GDV 3, 5 December 2016
	GDV 12, 1 January 2021
'New Employment Services' or 'NES'	GDV 10, 1 January 2020
'New Employment Services Trial' or 'NEST'	GDV 10, 1 January 2020
'New Employment Services Trial Deed' or 'NEST Deed'	GDV 10, 1 January 2020
'New Employment Services Trial Employment Region' or 'NEST Employment Region'	GDV 10, 1 January 2020
'New Employment Services Trial Participant' or 'NEST Participant'	GDV 10, 1 January 2020
'New Employment Services Trial Provider' or 'NEST Provider'	GDV 10, 1 January 2020
'Non-Attendance Report'	GDV 7, 1 July 2018
'Non-Payable Outcome'	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
'Non-regional Location'	GDV 2, 1 July 2016
'NWEF Completion Outcome'	GDV 7, 1 July 2018
'NWEF Incentive'	GDV 7, 1 July 2018
'Online Employment Services' or 'OES'	GDV 7, 1 July 2018
	GDV 12, 1 January 2021
'Online Employment Services Participant' or 'OES Participant'	GDV 7, 1 July 2018
	GDV 12, 1 January 2021
'Other Program'	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
'Other Program Provider'	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
'Other Provider'	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
'Outcome'	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
	GDV 7, 1 July 2018

Clause	Variation, effective date
	GDV 11, 1 July 2020
'Outcome Payment'	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
'Outcome Period'	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 5, 1 July 2017
	GDV 11, 1 July 2020
'ParentsNext'	GDV 2, 1 July 2016
	GDV 10, 1 January 2020
'ParentsNext Funding Agreement'	GDV 2, 1 July 2016
	GDV 8, 1 January 2019
'ParentsNext Participant'	GDV 3, 5 December 2016
'ParentsNext Provider'	GDV 2, 1 July 2016
	GDV 8, 1 January 2019
'ParentsNext Volunteer'	GDV 2, 1 July 2016
	GDV 10, 1 January 2020
'Parents Wage Subsidy'	GDV 1, 18 January 2016
	GDV 3, 5 December 2016
'Parent Wage Subsidy'	GDV 9, 1 July 2019
'Partial Outcome'	GDV 1, 18 January 2016
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
'Participant'	GDV 3, 5 December 2016
	GDV 11, 1 July 2020
'Participated'	GDV 4, 1 April 2017
'Participation Report'	GDV 7, 1 July 2018
'PaTH Intern'	GDV 4, 1 April 2017
'PaTH Internship'	GDV 4, 1 April 2017
'PaTH Internship Agreement'	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
'PaTH Internship Amount'	GDV 4, 1 April 2017
'PaTH Internship Outcome'	GDV 4, 1 April 2017
'PaTH Internship Period'	GDV 4, 1 April 2017
'PaTH Internship Start Date'	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
'Pay Slip Verified Outcome Payment'	GDV 1, 18 January 2016
	GDV 11, 1 July 2020
'Period of Service'	GDV 2, 1 July 2016
	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
'Period of Unemployment'	GDV 10, 1 January 2020

Clause	Variation, effective date
'Personal Event'	GDV 7, 1 July 2018
'Personal Event Time'	GDV 7, 1 July 2018
'Pre-existing Employment'	GDV 1, 18 January 2016
'Privacy Commissioner'	GDV 7, 1 July 2018
'Pro-rata Calculation Start Date'	GDV 12, 1 January 2021
'Program Assurance Activities'	GDV 10, 1 January 2020
'Project of National Significance'	GDV 1, 18 January 2016
'Provider Appointment Report'	GDV 7, 1 July 2018
'Provider IT System'	GDV 2, 1 July 2016
	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
'Provider Seasonal Work Incentive Payment'	GDV 5, 1 July 2017
'Purchase'	GDV 10, 1 January 2020
'QSHW Eligible'	GDV 5, 1 July 2017
'QSHW Employer'	GDV 5, 1 July 2017
'QSHW Outcome'	GDV 5, 1 July 2017
	GDV 10, 1 January 2020
'QSHW Placement'	GDV 5, 1 July 2017
'QSHW Placement Start Date'	GDV 5, 1 July 2017
'QSHW Vacancy'	GDV 5, 1 July 2017
'Qualifying Education Course'	GDV 1, 18 January 2016
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
'Qualifying Seasonal Horticultural Work' or 'QSHW'	GDV 5, 1 July 2017
'Qualifying Training Course'	GDV 1, 18 January 2016
'Quality Standard'	GDV 7, 1 July 2018
'Records Management Instructions'	GDV 1, 18 January 2016
'Recurring'	GDV 11, 1 July 2020
'Re-engagement'	GDV 7, 1 July 2018
'Re-engagement Appointment'	GDV 7, 1 July 2018
'Referral' or 'Referred'	GDV 10, 1 January 2020
'Regional Location'	GDV 2, 1 July 2016
'Regional Employment Trials' or 'RET'	GDV 8, 1 January 2019
'RET Activity'	GDV 8, 1 January 2019
'RET Grant Recipient'	GDV 8, 1 January 2019
'RET Partnering Provider'	GDV 8, 1 January 2019
	GDV 10, 1 January 2020
'Reimbursement'	GDV 1, 18 January 2016
'Related Entity'	GDV 1, 18 January 2016
'Relevant Harvest Bodies'	GDV 4, 1 April 2017
	GDV 11, 1 July 2020
'Remote Jobs and Communities Programme'	GDV 1, 18 January 2016
'Request for Quotation' or 'RFQ'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020

Clause	Variation, effective date
'Restart Programme'	GDV 3, 5 December 2016
'Restart Wage Subsidy'	GDV 9, 1 July 2019
'Seasonal Work Living Away and Travel Allowance'	GDV 5, 1 July 2017
'Seasonal Work Incentives for Job Seekers Trial'	GDV 5, 1 July 2017
	GDV 9, 1 July 2019
'Secretary'	GDV 1, 18 January 2016
'Self-help Facilities'	GDV 1, 18 January 2016
'Sensitive Information'	GDV 1, 18 January 2016
'Services Australia'	GDV 10, 1 January 2020
'Services Australia Fortnight'	GDV 10, 1 January 2020
'Significant Increase'	GDV 1, 18 January 2016
'Significant Increase in Income'	GDV 7, 1 July 2018
'Significant Increase in Pre-existing Employment'	GDV 7, 1 July 2018
'Site'	GDV 11, 1 July 2020
'Social Security Law'	GDV 1, 18 January 2016
'Source'	GDV 6, 1 January 2018
'SPI Measure'	GDV 2, 1 July 2016
'SPI Participant'	GDV 2, 1 July 2016
'Statement of Applicability' or 'SOA'	GDV 1, 18 January 2016
	GDV 8, 1 January 2019
'Stream A Case Management Phase'	GDV 3, 5 December 2016
'Stream A Participant'	GDV 10, 1 January 2020
'Stream A Work for the Dole Phase'	GDV 3, 5 December 2016
'Stream B Participant'	GDV 10, 1 January 2020
'Stream C Participant'	GDV 10, 1 January 2020
'Stronger Participation Incentives for Job Seekers under 30 measures' or 'SPI Measure'	GDV 2, 1 July 2016
'Stronger Transitions Eligible Participant'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
'Stronger Transitions Package'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
'Stronger Transitions Region'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
'Stronger Transitions Support Statement'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
'Structural Adjustment Package'	GDV 10, 1 January 2020
'Surveillance Audit'	GDV 7, 1 July 2018
'Suspension'	GDV 10, 1 January 2020
'Tasmanian Jobs Programme'	GDV 1, 18 January 2016
	GDV 3, 5 January 2016
'Third Party Employment System' or 'TPES'	GDV 8, 1 January 2019
	GDV 10, 1 January 2020
'Third Party IT' or 'TPIT'	GDV 8, 1 January 2019
	GDV 9, 1 July 2019

Clause	Variation, effective date
'Third Party IT Vendor'	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
'Third Party IT Vendor Deed'	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
'Third Party Supplementary IT System' or 'TPSITS'	GDV 8, 1 January 2019
	GDV 10, 1 January 2020
'Third Party System'	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
'Time to Work Employment Service'	GDV 6, 1 January 2018
'Time to Work Participant'	GDV 6, 1 January 2018
'Time to Work Provider'	GDV 6, 1 January 2018
'Training Block 1 Course'	GDV 4, 1 April 2017
'Transition Plan'	GDV 6, 1 January 2018
'Transition Services Panel Member' or 'TSP Member'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
'Transition to Work Participant'	GDV 1, 18 January 2016
'Transition to Work Provider'	GDV 1, 18 January 2016
	GDV 9, 1 July 2019
'Transition to Work Service'	GDV 1, 18 January 2016
'Unpaid Work Experience Placement'	GDV 1, 18 January 2016
'Unsuitable'	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 10, 1 January 2020
'Vacancy'	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
'Valid Reason'	GDV 7, 1 July 2018
'Voluntary Work'	GDV 10, 1 January 2020
'Volunteer'	GDV 1, 18 January 2016
'Volunteer Online Employment Services Trial'	GDV 10, 1 January 2020
'Volunteer Online Employment Services Trial Participant'	GDV 10, 1 January 2020
'Wage Subsidy'	GDV 1, 18 January 2016
	GDV 3, 5 December 2016
'Wage Subsidy Account'	GDV 9, 1 July 2019
	GDV 10, 1 January 2020
'Wage Subsidy Placement'	GDV 9, 1 July 2019
'WHS Act'	GDV 3, 5 December 2016
'Work Experience (Other) Placement'	GDV 5, 1 July 2018
'Work for the Dole'	GDV 10, 1 January 2020
'Work for the Dole Coordinator'	GDV 2, 1 July 2016
	GDV 6, 1 January 2018
	GDV 9, 1 July 2019

Clause	Variation, effective date
	GDV 10, 1 January 2020
'Work for the Dole Place'	GDV 4, 1 April 2017
'Work for the Dole Place Fee'	GDV 6, 1 January 2018
'Working With Children Check'	GDV 11, 1 July 2020
'Working with Children Laws'	GDV 1, 18 January 2016
'Workshop'	GDV 3, 5 December 2016
'Workshop Provider'	GDV 3, 5 December 2016
'Youth Bonus Wage Subsidy'	GDV 3, 5 December 2016
'Youth Wage Subsidy'	GDV 1, 18 January 2016
	GDV 3, 5 December 2016

Annexure A2 – Joint Charter of Deed Management

Clause	Variation, effective date
Joint Charter of Deed Management	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 6, 1 January 2018
	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020

Part B – Employment Provider Services

Clause	Variation, effective date
Heading 'Section B1.1 – Application and allocation of Stream Participants to the Provider'	GDV 1, 18 January 2016
73.1(c)	GDV 1, 18 January 2016
74.1	GDV 10, 1 January 2020
75.3(a), (b), (c)	GDV 10, 1 January 2020
77.1	GDV 10, 1 January 2020
78.1	GDV 2, 1 July 2016
78.2	GDV 10, 1 January 2020
78.3(c)	GDV 10, 1 January 2020
78.4(c)(i), (A), (B)	GDV 11, 1 July 2020
79.1	GDV 7, 1 July 2018
79.1(a) and (c)	GDV 10, 1 January 2020
79.2	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
79.3	GDV 7, 1 July 2018
79.4	GDV 7, 1 July 2018
79.5	GDV 7, 1 July 2018
81.1(a) and (g)	GDV 10, 1 January 2020

Clause	Variation, effective date
81.1(e)	GDV 3, 5 December 2016
	GDV 10, 1 January 2020
81.1(d)(iv)	GDV 11, 1 July 2020
81.1(f)	GDV 5, 1 July 2017
	GDV 10, 1 January 2020
81.1A	GDV 10, 1 January 2020
81.1B	GDV 10, 1 January 2020
81.2	GDV 10, 1 January 2020
81.2(b)	GDV 8, 1 January 2019
81.3	GDV 10, 1 January 2020
82.1(a)	GDV 7, 1 July 2018
82.2	GDV 10, 1 January 2020
82.2A	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
82.2A(a)(i), (ii), (iii), (b)	GDV 10, 1 January 2020
82.3 Subheading 'Transition to Work Participants'	GDV 1, 18 January 2016
	GDV 3, 5 December 2016
82.3	GDV 1, 18 January 2016
	GDV 3, 5 December 2016
	GDV 10, 1 January 2020
82.4 Subheading 'Time to Work Participants'	GDV 6, 1 January 2018
82.4	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
81 and 82 Note 1	GDV 11, 1 July 2020
83.1	GDV 7, 1 July 2018
83.2	GDV 2, 1 July 2016
	GDV 7, 1 July 2018
83.3	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
	GDV 7, 1 July 2018
83A Heading 'Recording Engagements in the Electronic Calendar'	GDV 7, 1 July 2018
83A.1	GDV 7, 1 July 2018
83A.2	GDV 7, 1 July 2018
83A.3	GDV 7, 1 July 2018
83A.4	GDV 7, 1 July 2018
Heading 'Section B1.2 – Contacts'	GDV 1, 18 January 2016
84.1	GDV 3, 5 December 2016
84.1(a)	GDV 11, 1 July 2020
84.1(a)(i)	GDV 3, 5 December 2016
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020

Clause	Variation, effective date
84.1(a)(ii)	GDV 3, 5 December 2016
	GDV 8, 1 January 2019
	GDV 11, 1 July 2020
84.1(b)	GDV 1, 18 January 2016
84.1(c)	GDV 1, 18 January 2016
	GDV 6, 1 January 2018
84.1(d)	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 6, 1 January 2018
84.1(e)	GDV 2, 1 July 2016
	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
84.1(f)	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
84.2	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
	GDV 7, 1 July 2018
84.3	GDV 3, 5 December 2016
	GDV 7, 1 July 2018
84.4	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
85.1	GDV 2, 1 July 2016
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
85.1(f), (g), (h)	GDV 2, 1 July 2016
85.2	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
85.3	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
85.3(a), (c), (d)	GDV 11, 1 July 2020
85.3(b)	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
85.4	GDV 2, 1 July 2016
Heading 'Section B1.3 – Self-help Support for Stream Participants'	GDV 1, 18 January 2016
86.2	GDV 9, 1 July 2019
Heading 'Section B1.4 – Job Plans'	GDV 1, 18 January 2016
87.1	GDV 7, 1 July 2018
87.2	GDV 7, 1 July 2018
87.3	GDV 1, 18 January 2016

Clause	Variation, effective date
	GDV 7, 1 July 2018
87.4 Subheading 'Entering into a Job Plan'	GDV 7, 1 July 2018
87.4	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 7, 1 July 2018
87.4(b)	GDV 10, 1 January 2020
	GDV 12, 1 January 2021
87.5 Subheading 'ParentsNext Volunteers'	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
87.5	GDV 2, 1 July 2016
	GDV 10, 1 January 2020
87.6	GDV 2, 1 July 2016
87.6(a)	GDV 7, 1 July 2018
87.6(c)	GDV 6, 1 January 2018
87.6(d) and (e)	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
87.6(f)	GDV 7, 1 July 2018
87.7	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
87.8	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
Heading 'Section B1.5 – Employment Fund'	GDV 1, 18 January 2016
B1.5 Reader's Guide	GDV 1, 18 January 2016
	GDV 9, 1 July 2019
	GDV 10, 1 January 2020
88.2(a)	GDV 6, 1 January 2018
88.2(b) and Note	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
88.8	GDV 1, 18 January 2016
88.9(a)	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
88.9(b)	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
88.10	GDV 1, 18 January 2016
88.11	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
88.12	GDV 1, 18 January 2016
	GDV 7, 1 July 2018
	GDV 12, 1 January 2021
88.12(a), (b)	GDV 12, 1 January 2021
88.14(a)	GDV 1, 18 January 2016
	GDV 10, 1 January 2020

Clause	Variation, effective date
88.14(b)	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 10, 1 January 2020
88.14(c)	GDV 3, 5 December 2016
	GDV 5, 1 July 2017
	GDV 10, 1 January 2020
88.14(d)	GDV 10, 1 January 2020
88.15	GDV 10, 1 January 2020
88.15A	GDV 10, 1 January 2020
89 Note	GDV 1, 18 January 2016
	GDV 10, 1 January 2020
89.1	GDV 9, 1 July 2019
89.2	GDV 1, 18 January 2016
89.3	GDV 1, 18 January 2016
89.4	GDV 9, 1 July 2019
	GDV 10, 1 January 2020
89.5	GDV 9, 1 July 2019
	GDV 10, 1 January 2020
89.5 Note	GDV 10, 1 January 2020
89.6	GDV 9, 1 July 2019
	GDV 10, 1 January 2020
89.7	GDV 10, 1 January 2020
Heading 'Section B1.6 – Employment incentives'	GDV 1, 18 January 2016
90.1	GDV 12, 1 January 2021
90.2	GDV 12, 1 January 2021
90.3	GDV 12, 1 January 2021
90.4	GDV 12, 1 January 2021
90.5	GDV 12, 1 January 2021
90.6	GDV 12, 1 January 2021
Heading 'Section B1.7 – Vacancy management'	GDV 1, 18 January 2016
90A Heading 'Seasonal Work Incentives for Job Seekers Trial' and Reader's Guide	GDV 5, 1 July 2017
	GDV 9, 1 July 2019
90A.1	GDV 5, 1 July 2017
	GDV 9, 1 July 2019
90A.2	GDV 5, 1 July 2017
	GDV 9, 1 July 2019
90A.2(c)	GDV 10, 1 January 2020
90A.3	GDV 5, 1 July 2017
	GDV 9, 1 July 2019
	GDV 11, 1 July 2020
90A.4	GDV 5, 1 July 2017
	GDV 9, 1 July 2019
91.2	GDV 1, 18 January 2016

Clause	Variation, effective date
	GDV 4, 1 April 2017
91.3(a) and (b)	GDV 2, 1 July 2016
91.3(c)	GDV 5, 1 July 2017
91.3 Note	GDV 2, 1 July 2016
91.4(d)(i)	GDV 1, 18 January 2016
91.4(d)(ii)	GDV 1, 18 January 2016
	GDV 7, 1 July 2018
Heading 'Section B1.8 – Participant Suspension and Exit from Employment Provider Services'	GDV 1, 18 January 2016
93.1(a)	GDV 10, 1 January 2020
93.1(a)(iii)	GDV 8, 1 January 2019
93.2(a) and (b)	GDV 10, 1 January 2020
93.3 and (b)	GDV 10, 1 January 2020
93.4	GDV 10, 1 January 2020
93.5	GDV 10, 1 January 2020
93.7	GDV 10, 1 January 2020
93.8 Subheading 'ParentsNext Participants and Volunteers'	GDV 10, 1 January 2020
93.8(a), (i), (ii), (iii), (b)	GDV 3, 5 December 2016
	GDV 10, 1 January 2020
95.1(c)	GDV 1, 18 January 2016
95.8 Subheading 'ParentsNext Participants'	GDV 10, 1 January 2020
95.8	GDV 3, 5 December 2016
	GDV 10, 1 January 2020
Heading 'Section B1.9 – New Enterprise Incentive Scheme Services'	GDV 1, 18 January 2016
97.1(b)	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
97.1(c), (d), (e)	GDV 3, 5 December 2016
97.2	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
Heading 'Section B1.10 – Performance management'	GDV 1, 18 January 2016
98.1(b)	GDV 1, 18 January 2016
98.6	GDV 4, 1 April 2017
98.7	GDV 4, 1 April 2017
	GDV 7, 1 July 2018
98.1	GDV 4, 1 April 2017
99.1	GDV 2, 1 July 2016
99.1(a)(i)(A), (1), (2), (b)	GDV 11, 1 July 2020
99.2(a)	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
99.2(d)	GDV 1, 18 January 2016

Clause	Variation, effective date
	GDV 2, 1 July 2016
	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
99.2(f)	GDV 10, 1 January 2020
99.2(g) and (h)	GDV 6, 1 January 2018
99.2(i)	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
101.1	GDV 10, 1 January 2020
101.9 Subheading 'Indigenous Outcomes Targets'	GDV 7, 1 July 2018
101.9	GDV 7, 1 July 2018
Chapter B2 Reader's Guide	GDV 2, 1 July 2016
Heading 'Section B2.1 – Stronger Participation Incentives Participants' and Reader's Guide	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
	GDV 10, 1 January 2020
101.2(d)	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
101.2(f)	GDV 7, 1 July 2018
Heading 'Section B2.2 – Stream A (General) Participants'	GDV 1, 18 January 2016
Chapter B2.2 Reader's Guide	GDV 3, 5 December 2016
	GDV 7, 1 July 2018
	GDV 12, 1 January 2021
103.1(a)	GDV 8, 1 January 2019
103.1(b) and (c)	GDV 7, 1 July 2018
103.2	GDV 3, 5 December 2016
Heading 'Section B2.3 – Stream B (General) Participants and Stream C Participants'	GDV 1, 18 January 2016
104.1(d)	GDV 3, 5 December 2016
104.1(e)	GDV 3, 5 December 2016
	GDV 8, 1 January 2019
104.1(f) and (g)	GDV 3, 5 December 2016
	GDV 7, 1 July 2018
105A Heading 'Reserved'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
105A.1 Subheading 'Initial Interviews'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
105A.1	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
105A.2 Subheading 'Comprehensive Skills Assessments'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
105A.2	GDV 7, 1 July 2018

Clause	Variation, effective date
	GDV 11, 1 July 2020
105A.3 Subheading 'Payment of TSP Members for Comprehensive Skills Assessments'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
105A.3	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
105A.4	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
105A.5 Subheading 'Reimbursement'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
105A.5	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
105A.6	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
105.2(c)	GDV 10, 1 January 2020
Heading 'Chapter B3 – Targeted Compliance Framework and Activities'	GDV 7, 1 July 2018
Chapter B3 Reader's Guide	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
Heading 'Section B3.1 – Mutual Obligation Requirements'	GDV 1, 18 January 2016
	GDV 7, 1 July 2018
106 Heading 'Mutual Obligation Requirements – Generally'	GDV 7, 1 July 2018
106.1	GDV 7, 1 July 2018
106.2	GDV 7, 1 July 2018
106.3 Subheading 'Monitoring and reporting for ParentsNext Participants'	GDV 10, 1 January 2020
106.3(a), (b), (c)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
106A Heading 'Personal responsibility and Monitoring'	GDV 7, 1 July 2018
106A.1	GDV 7, 1 July 2018
106A.2	GDV 7, 1 July 2018
106B Heading 'Active Management of Mutual Obligation Requirements'	GDV 7, 1 July 2018
106B.1	GDV 7, 1 July 2018
Heading 'Section B3.2 – Activities'	GDV 1, 18 January 2016
Section B3.2 'Activities' Reader's Guide	GDV 8, 1 January 2019
107.1A	GDV 3, 5 December 2016
107.4, (a), (i), (ii), (iii), (iv)	GDV 10, 1 January 2020
107.4(b), (c), (d)	GDV 4, 1 April 2017
107.4(e)	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
107.5(b)(ii) and (d)	GDV 10, 1 January 2020

Clause	Variation, effective date
107.5(c)	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
107.8(b)	GDV 4, 1 April 2017
107.10	GDV 4, 1 April 2017
	GDV 7, 1 July 2018
108.1(a), (h), (i)	GDV 1, 18 January 2016
108.1(b)	GDV 4, 1 April 2017
108.2 Subheading 'Who can participate in Work for the Dole activities'	GDV 4, 1 April 2017
108.2	GDV 4, 1 April 2017
108.4A	GDV 6, 1 January 2018
108.5(a)	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
108.5(b) and (c)	GDV 6, 1 January 2018
108.7(a)	GDV 2, 1 July 2016
108.7(b)	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
108.8(a)	GDV 2, 1 July 2016
108.8(b)	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
108.9	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
108.10(a)	GDV 4, 1 April 2017
108.10(b)	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
108.11 Subheading 'Work for the Dole Places that are Sourced by the Provider'	GDV 6, 1 January 2018
108.11	GDV 6, 1 January 2018
108.12	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
108.12(a) and (b)	GDV 4, 1 April 2017
108.12(c)(i)	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
108.12(c)(ii)	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
108.12(c) Note	GDV 4, 1 April 2017
	GDV 6, 1 January 2018

Clause	Variation, effective date
108.13 Subheading 'Commencement of Fully Eligible Participants and DES Participants in Work for the Dole Places'	GDV 4, 1 April 2017
108.13(b)(i)	GDV 10, 1 January 2020
108.13A Subheading 'Replacement of Lead Provider for a Work for the Dole Activity'	GDV 6, 1 January 2018
108.13A	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
108.13A(a)(i)(A), (B)	GDV 6, 1 January 2018 GDV 10, 1 January 2020
108.13A(a)(i)(C)	GDV 10, 1 January 2020
108.13A(a)(ii) and (iii)	GDV 6, 1 January 2018
	GDV 9, 1 July 2019
	GDV 10, 1 January 2020
108.13A(b)	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
108.15(b)	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
108.16	GDV 2, 1 July 2016
	GDV 6, 1 January 2018
108.17	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
108.18, (a), (b), (e), (f)	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
108.18(c) and (d)	GDV 6, 1 January 2018
108.19(a) and (e)	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
108.20	GDV 6, 1 January 2018
108.21	GDV 4, 1 April 2017
108.21(a)	GDV 1, 18 January 2016
108.22 Note	GDV 10, 1 January 2020
108.23	GDV 10, 1 January 2020
109 Heading 'National Work Experience Programme Placements and Work Experience (Other) Placements'	GDV 1, 18 January 2016
	GDV 5, 1 July 2017
109.1	GDV 1, 18 January 2016
	GDV 5, 1 July 2017
	GDV 10, 1 January 2020
109.1(a), (b), (d), (e)	GDV 1, 18 January 2016
109.1(c)	GDV 1, 18 January 2016
	GDV 5, 1 July 2017
109.2	GDV 1, 18 January 2016
	GDV 5, 1 July 2017

Clause	Variation, effective date
109.3	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
109.4 Subheading 'NWEF Incentive for Activity Host Organisation'	GDV 7, 1 July 2018
109.4 and (a)	GDV 7, 1 July 2018
109.4(b)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
109.5, (a), (b), (c), (d)	GDV 7, 1 July 2018
109.5(d)	GDV 7, 1 July 2018
	GDV 8, 1 January 2019
	GDV 10, 1 January 2020
109A Heading 'PaTH Internships'	GDV 4, 1 April 2017
109A.1	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
109A.2	GDV 4, 1 April 2017
109A.3	GDV 4, 1 April 2017
109A.4	GDV 4, 1 April 2017
109A.5	GDV 4, 1 April 2017
109B Heading 'PaTH Internship Amounts payable to Activity Host Organisations'	GDV 4, 1 April 2017
109B.1	GDV 4, 1 April 2017
109B.2	GDV 4, 1 April 2017
109B.3	GDV 4, 1 April 2017
109B.4	GDV 4, 1 April 2017
109B.5	GDV 4, 1 April 2017
109C Heading 'Employability Skills Training'	GDV 4, 1 April 2017
109C.1	GDV 4, 1 April 2017
109C.2	GDV 4, 1 April 2017
109C.3	GDV 4, 1 April 2017
109C.4	GDV 4, 1 April 2017
109C.5	GDV 4, 1 April 2017
109C.6	GDV 4, 1 April 2017
109C.7	GDV 4, 1 April 2017
109D Heading 'Launch into Work Placements'	GDV 6, 1 January 2018
109D.1	GDV 6, 1 January 2018
109D.2	GDV 6, 1 January 2018
109D.3	GDV 6, 1 January 2018
109D.4	GDV 6, 1 January 2018
109D.5	GDV 6, 1 January 2018
109E Heading 'Career Transition Assistance'	GDV 7, 1 July 2018
109E.1	GDV 7, 1 July 2018
	GDV 9, 1 July 2019

Clause	Variation, effective date
109E.2	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
109E.2(b)	GDV 9, 1 July 2019
109E.2(c), (d), (e)	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
	GDV 12, 1 January 2021
109E.3	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
109E.3(a)	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
109E.3(b)	GDV 9, 1 July 2019
109E.4	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
109E.5	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
109E.6	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
109E.7	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
109E.8	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
109F Heading 'Regional Employment Trials'	GDV 8, 1 January 2019
109F.1, (a), (b)	GDV 8, 1 January 2019
109F.2	GDV 8, 1 January 2019
109F.3, (a), (b)	GDV 8, 1 January 2019
109F.4	GDV 8, 1 January 2019
109G Heading 'Harvest Trail Services'	GDV 11, 1 July 2020
109G.1	GDV 11, 1 July 2020
109G.2, (a)-(c)	GDV 11, 1 July 2020
109G.2 Note 1 and Note 2	GDV 11, 1 July 2020
109G.3	GDV 11, 1 July 2020
109H Heading 'Local Jobs Program Activities'	GDV 12, 1 January 2021
109H.1, (a), (b)	GDV 12, 1 January 2021
109H.2	GDV 12, 1 January 2021
109H.3, (a), (b)	GDV 12, 1 January 2021
109H.4	GDV 12, 1 January 2021
110 Note	GDV 10, 1 January 2020
110.1	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
	GDV 6, 1 January 2018
	GDV 8, 1 January 2019

Clause	Variation, effective date
	GDV 12, 1 January 2021
110.2(a)(i)	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
110.2(a)(ii)	GDV 5, 1 July 2017
	GDV 8, 1 January 2018
110.2(a)(iii)	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
	GDV 6, 1 January 2018
	GDV 8, 1 January 2018
	GDV 12, 1 January 2021
110.2(a)(iii)(A), (B)	GDV 12, 1 January 2021
110.2(a)(iv)	GDV 8, 1 January 2018
	GDV 12, 1 January 2021
110.2(vi)	GDV 8, 1 January 2018
110.2(a)(v)	GDV 2, 1 July 2016
	GDV 8, 1 January 2018
110.2(b)	GDV 2, 1 July 2016
	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
110.2(c)	GDV 2, 1 July 2016
	GDV 5, 1 July 2017
110.2(d)	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
110.3	GDV 4, 1 April 2017
	GDV 7, 1 July 2018
110.3(a), (f)	GDV 8, 1 January 2019
110.3(b)	GDV 8, 1 January 2019
	GDV 10, 1 January 2020
110.3(c), (d), (e)	GDV 8, 1 January 2019
	GDV 12, 1 January 2021
110.3(c)(i), (ii)	GDV 12, 1 January 2021
110.5 and (a)	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
	GDV 6, 1 January 2018
	GDV 8, 1 January 2019
	GDV 12, 1 January 2021

Clause	Variation, effective date
110.5(b)	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
	GDV 8, 1 January 2019
	GDV 12, 1 January 2021
110.5(c)	GDV 5, 1 July 2017
	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
110.5(d)	GDV 7, 1 July 2018
110.5(e)	GDV 5, 1 July 2017
	GDV 7, 1 July 2018
110.5(f)	GDV 7, 1 July 2018
	GDV 8, 1 January 2019
	GDV 12, 1 January 2021
110.5(g)	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
110.6	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
	GDV 8, 1 January 2019
	GDV 10, 1 January 2020
110.6(a)	GDV 4, 1 April 2017
110.7	GDV 10, 1 January 2020
110.8	GDV 4, 1 April 2017
111 Note	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
	GDV 12, 1 January 2021
111.1(a) and (b)	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
111.1(c) and (d)	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
111.2	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
111.2 Note	GDV 6, 1 January 2018
	GDV 7, 1 July 2018

Clause	Variation, effective date
	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
	GDV 12, 1 January 2021
111.3	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
111.3(b)(ii), (c), (d)	GDV 4, 1 April 2017
111.4	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
	GDV 6, 1 January 2018
111.6	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
	GDV 8, 1 January 2019
111.6(a) and (b)	GDV 8, 1 January 2019
111.7(a)	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
112.1(a), (b), (c)	GDV 4, 1 April 2017
112.1(d)	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
Heading 'Section B3.3 – Job Search Requirements'	GDV 1, 18 January 2016
113.2(b)	GDV 7, 1 July 2018
113.3	GDV 1, 18 January 2016
	GDV 7, 1 July 2018
Heading 'Section B3.4 – Compliance Action'	GDV 1, 18 January 2016
	GDV 7, 1 July 2018
114 Heading 'Compliance Action – Mutual Obligation Failures'	GDV 7, 1 July 2018
114.1	GDV 7, 1 July 2018
114.1(b)(ii)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
114.2	GDV 2, 1 July 2016
	GDV 7, 1 July 2018
114.2(a)	GDV 11, 1 July 2020
114.2(a)(i), (iv)	GDV 7, 1 July 2018
114.2(a)(ii)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
114.2(a)(iii)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
114.2(b), (ii)	GDV 11, 1 July 2020
114.2 Note	GDV 11, 1 July 2020

Clause	Variation, effective date
114.3	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
114.4(b), (c)(i), (iv), (d), (e)(i), (ii)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
114.5	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
114.5(a)(i)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
	GDV 12, 1 January 2021
114.5(a)(ii)	GDV 12, 1 January 2021
	GDV 11, 1 July 2020
114.5(a)(iii)	GDV 11, 1 July 2020
114.5(a)(iv)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
114.5(b)	GDV 12, 1 January 2021
114.5(c), (i), (ii)	GDV 12, 1 January 2021
114.6	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
114.6(a)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
114.6(b)	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
114.6(b)(i), (ii), (iii), (A), (B), (C), (D), (iv), (v)	GDV 11, 1 July 2020
114.6(c)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
114.7	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
114.8	GDV 7, 1 July 2018
114.8(b), (i), (ii), (d)	GDV 7, 1 July 2018 GDV 10, 1 January 2020
114.9	GDV 7, 1 July 2018
	GDV 8, 1 January 2019
	GDV 10, 1 January 2020
114.10	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
114.11	GDV 7, 1 July 2018
114.11(b)(i)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
114.12	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
115 Heading 'Compliance Action – Work Refusal Failures'	GDV 7, 1 July 2018

Clause	Variation, effective date
115.1	GDV 7, 1 July 2018
115.2	GDV 7, 1 July 2018
115.3, (a), (b)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
115.4	GDV 7, 1 July 2018
115.4(a) and Note	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
115.5	GDV 7, 1 July 2018
115.5(b) and (c)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
116 Heading 'Compliance Action – Unemployment Failures'	GDV 7, 1 July 2018
116.1	GDV 7, 1 July 2018
116.2	GDV 7, 1 July 2018
116.2(b)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
116.3	GDV 7, 1 July 2018
116.3(a)(i)	GDV 7, 1 July 2018
	GDV 8, 1 January 2019
	GDV 10, 1 January 2020
116.3(a)(ii), (b), (c)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
116.4 and (b)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
117 Heading 'Non-compliance action for Disability Support Pension Recipients (Compulsory Requirements)'	GDV 7, 1 July 2018
117.1	GDV 2, 1 July 2016
	GDV 7, 1 July 2018
117.2	GDV 2, 1 July 2016
	GDV 7, 1 July 2018
117.2(a), (b), (c)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
117.3	GDV 2, 1 July 2016
	GDV 7, 1 July 2018
117.3(b)	GDV 10, 1 January 2020
118 Heading 'Delegate obligations'	GDV 7, 1 July 2018
118.1	GDV 7, 1 July 2018
118.1(a)(iii)	GDV 8, 1 January 2019
119 Heading 'Transition to Targeted Compliance Framework'	GDV 7, 1 July 2018
119.1	GDV 7, 1 July 2018
119.2	GDV 7, 1 July 2018
120	GDV 7, 1 July 2018
121	GDV 7, 1 July 2018

Clause	Variation, effective date
Heading 'Section B4.1 – Payments'	GDV 1, 18 January 2016
122.1(a)	GDV 1, 18 January 2016
123 Note	GDV 12, 1 January 2021
123.1(c)(i),(ii)	GDV 12, 1 January 2021
123.3(b)	GDV 12, 1 January 2021
123.3A and Note	GDV 10, 1 January 2020
123.3A(b)(ii), (c)(ii)	GDV 12, 1 January 2021
123.3B	GDV 10, 1 January 2020
123.4, (c)	GDV 12, 1 January 2021
123.4(d)	GDV 1, 18 January 2016
	GDV 12, 1 January 2021
123.5	GDV 10, 1 January 2020
	GDV 12, 1 January 2021
123.5(a)	GDV 12, 1 January 2021
123.5(b)	GDV 1, 18 January 2016
	GDV 12, 1 January 2021
123.7	GDV 2, 1 July 2016
	GDV 12, 1 January 2021
123.7(a)	GDV 12, 1 January 2021
123.7(b)	GDV 1, 18 January 2016
	GDV 12, 1 January 2021
124.1	GDV 6, 1 January 2018
124.2 and (b)	GDV 4, 1 April 2017
124.2(a)	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
124.2 Note	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
124.2A	GDV 4, 1 April 2017
124.3	GDV 6, 1 January 2018
124.4	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
124.4(a) and (b)	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
124.4(c) and (d)	GDV 6, 1 January 2018
124.5	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
124.5(a), (i), (ii)	GDV 4, 1 April 2017
124.5(b)	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
124.6 Note 1 and 2	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
124.7	GDV 4, 1 April 2017
	GDV 6, 1 January 2018

Clause	Variation, effective date
124.7(a) and (b)	GDV 4, 1 April 2017
124.8, (a)(ii), (d)	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
124.8(d)(i), (ii), (e)	GDV 10, 1 January 2020
124.10(a) and (b)	GDV 4, 1 April 2017
124.11(b)	GDV 4, 1 April 2017
124.12 and (b)	GDV 4, 1 April 2017
124.13	GDV 1, 18 January 2016
124.13(b)	GDV 4, 1 April 2017
124.14	GDV 4, 1 April 2017
124.16	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
124.16(c)	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
124.16(d)	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
124.17	GDV 6, 1 January 2018
124.17(a), (i), (ii)	GDV 10, 1 January 2020
124.18	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
124.19, (b), (i), (ii)	GDV 10, 1 January 2020
124.20(g)	GDV 10, 1 January 2020
124.22	GDV 10, 1 January 2020
124.24 Subheading 'Audits of Work for the Dole'	GDV 6, 1 January 2018
124.24(a)	GDV 4, 1 April 2017
124.24(b) and (c)	GDV 6, 1 January 2018
124A Heading 'Work for the Dole Place Fees'	GDV 6, 1 January 2018
124A.1	GDV 6, 1 January 2018
124A.2	GDV 6, 1 January 2018
124A.3	GDV 6, 1 January 2018
124A.4	GDV 6, 1 January 2018
124A.5	GDV 6, 1 January 2018
125 Note	GDV 12, 1 January 2021
125.1	GDV 1, 18 January 2016
	GDV 9, 1 July 2019
	GDV 12, 1 January 2021
125.1(a)	GDV 1, 18 January 2016
125.1(b)-(e)	GDV 1, 18 January 2016
	GDV 7, 1 July 2018
125.1(f), (g), (h)	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 7, 1 July 2018

Clause	Variation, effective date
125.1(i)	GDV 2, 1 July 2016
	GDV 5, 1 July 2017
	GDV 7, 1 July 2018
125.1(j)	GDV 5, 1 July 2017
	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
125.1(k)	GDV 7, 1 July 2018
125.2	GDV 5, 1 July 2017
	GDV 10, 1 January 2020
125.3(a) and (c)	GDV 11, 1 July 2020
125.3(b)	GDV 10, 1 January 2020
125.3(d), (e), (f)	GDV 2, 1 July 2016
125.4 Subheading 'Placement in a Vacancy by another Employment Provider or NEST Provider'	GDV 10, 1 January 2020
125.4(a)	GDV 10, 1 January 2020
125.5(a), (e), (f)	GDV 1, 18 January 2016
125.5(d)	GDV 1, 18 January 2016
	GDV 7, 1 July 2018
125.5(f)	GDV 10, 1 January 2020
125.5(g)	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
125.5(h)	GDV 2, 1 July 2016
125.6, (a), (b)	GDV 11, 1 July 2020
125.8 Subheading 'PaTH Internship Outcome Payments payable to the Provider'	GDV 4, 1 April 2017
125.8	GDV 4, 1 April 2017
125.9 Subheading 'Limits on PaTH Internship Outcome Payments'	GDV 4, 1 April 2017
125.9	GDV 4, 1 April 2017
125.9(c)	GDV 6, 1 January 2018
125.10, (a)-(e)	GDV 5, 1 July 2017
125.10(a)-(f)	GDV 11, 1 July 2020
125.11	GDV 5, 1 July 2017
125.12, (a)-(f)	GDV 5, 1 July 2017
125.12(e)	GDV 11, 1 July 2020
125.13	GDV 7, 1 July 2018
125.14	GDV 7, 1 July 2018
125.15 Subheading 'HTS jobactive Outcome Payments'	GDV 11, 1 July 2020
125.15, (a)-(d)	GDV 11, 1 July 2020
125.15 Note	GDV 11, 1 July 2020
125.16 Subheading 'Limits on HTS jobactive Outcome Payments'	GDV 11, 1 July 2020
125.16, (a)-(h)	GDV 11, 1 July 2020

Clause	Variation, effective date
126 Subheading 'Reserved'	GDV 12, 1 January 2021
126.1(a)	Special Deed Variation No. 1, 1 July 2017
	GDV 6, 1 January 2018
	GDV 12, 1 January 2021
126.1(b) and (c)	GDV 6, 1 January 2018
	GDV 12, 1 January 2021
126.1 Note	GDV 12, 1 January 2021

Annexure B1 – Transition in

Clause	Variation, effective date
Table 2 – LTU Wage Subsidy Transition Credits	GDV 1, 18 January 2016

Annexure B2 – Payments and Employment Fund credits

Clause	Variation, effective date
Table 1A – Outcome Payments for Stream Participants in Non-Regional Locations	GDV 9, 1 July 2019
	GDV 12, 1 January 2021
Table 1B – Outcome Payments for Stream Participants in Regional Locations	GDV 9, 1 July 2019
	GDV 12, 1 January 2021
Table 1B – Outcome Payments for Stream Participants in Regional Locations, Note 3	GDV 7, 1 July 2018
	GDV 12, 1 January 2021
Table 1B – Outcome Payments for Stream Participants in Regional Locations Note 4	GDV 12, 1 January 2021
Table 1C – PaTH Internships: Outcome Payments for PaTH Interns in Non-regional Locations	GDV 4, 1 April 2017
	GDV 12, 1 January 2021
Table 1D – PaTH Internships: Outcome Payments for PaTH Interns in Regional Locations	GDV 4, 1 April 2017
	GDV 12, 1 January 2021
Table 1D – PaTH Internships: Outcome Payments for PaTH Interns in Regional Locations Note 1 and Note 2	GDV 4, 1 April 2017
Table 1D – PaTH Internships: Outcome Payments for PaTH Interns in Regional Locations, Note 3	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
	GDV 12, 1 January 2021
Table 1E – NWEF Placements: NWEF Completion Outcome Payments	GDV 7, 1 July 2018
Table 1F – HTS jobactive Outcome Payments in Non-Regional Locations	GDV 11, 1 July 2020
Table 1G – HTS jobactive Outcome Payments in Regional Locations	GDV 11, 1 July 2020

Clause	Variation, effective date
Table 1G – HTS jobactive Outcome Payments in Regional Locations Note 1 and Note 2	GDV 11, 1 July 2020
Table 2A – Administration Fees, Note 3, Note 4	GDV 12, 1 January 2021
Table 2B – Work for the Dole Fees	GDV 6, 1 January 2018
Table 2B – Work for the Dole Fees Note 1	GDV 6, 1 January 2018
Table 2C – Work for the Dole	GDV 6, 1 January 2018
Table and Note 1	
Table 3 – General Account Credits	GDV 11, 1 July 2020
Table 3 – General Account credits Note	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
Table 4 – LTU Wage Subsidy credits	GDV 1, 18 January 2016
Heading ‘Employment Regions and Regional Loading’	GDV 2, 1 July 2016
Table 4 – Employment Regions and Regional Loading	GDV 2, 1 July 2016
	GDV 9, 1 July 2019
	GDV 10, 1 January 2020

Annexure B3 – Services Guarantees

Clause	Variation, effective date
Annexure B3 Service Guarantees – Employment Services Guarantee	GDV 8, 1 January 2018
	GDV 9, 1 July 2019
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
Annexure B3 Service Guarantees –Employment Services Guarantee For Volunteers	GDV 8, 1 January 2018
	GDV 9, 1 July 2019
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020

Part C – New Enterprise Incentive Scheme Services

Clause	Variation, effective date
127.2	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
127.3	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
127.4	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
127.5	GDV 3, 5 December 2016
127.5(a)	GDV 2, 1 July 2016

Clause	Variation, effective date
127.5(d)	GDV 12, 1 January 2021
127.6	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
128.1 Subheading 'Workshops & NEIS Training'	GDV 3, 5 December 2016
128.1(a) and (b)	GDV 3, 5 December 2016
128.1A	GDV 3, 5 December 2016
128.6(d), (e), (g)	GDV 9, 1 July 2019
128.6(f)	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
	GDV 9, 1 July 2019
128.6 Note	GDV 3, 5 December 2016
129.2 Subheading 'Advising Services Australia and Other Providers'	GDV 3, 5 December 2016
	GDV 10, 1 January 2020
129.2	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
	GDV 10, 1 January 2020
130.1	GDV 2, 1 July 2016
130.1(a),(b),(c)	GDV 12, 1 January 2021
130.2	GDV 2, 1 July 2016
130.3	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
	GDV 12, 1 January 2021
130.3(b)	GDV 12, 1 January 2021
131.1(c)(i)(C)	GDV 10, 1 January 2020
133.1(c), (d), (e)	GDV 5, 1 July 2017
133.3(b)	GDV 8, 1 January 2019
133.3 Note	GDV 7, 1 July 2018
133.4	GDV 2, 1 July 2016
133.5	GDV 2, 1 July 2016
133.6	GDV 2, 1 July 2016

Part D – Harvest Labour Services

Clause	Variation, effective date
Heading 'Part D – Harvest Labour Services'	GDV 11, 1 July 2020
Chapter Heading 'Chapter D1 – Harvest Labour Services'	GDV 11, 1 July 2020
134 Heading 'Harvest Labour Services'	GDV 11, 1 July 2020
134.1	GDV 11, 1 July 2020

Clause	Variation, effective date
134.2 Subheading 'Harvest Placement Services'	GDV 11, 1 July 2020
134.2, (a), (b)	GDV 4, 1 April 2017
	GDV 11, 1 July 2020
134.2(c)	GDV 11, 1 July 2020
134.3	GDV 4, 1 April 2017
	GDV 11, 1 July 2020
134.5	GDV 11, 1 July 2020
134.5(a) and (b)	GDV 4, 1 April 2017
	GDV 11, 1 July 2020
134.6 Subheading 'Other Harvest Labour Services'	GDV 11, 1 July 2020
134.6	GDV 11, 1 July 2020
134.6(a), (b), (d), (e), (f), (i), (ii), (g), (h)	GDV 4, 1 April 2017
	GDV 11, 1 July 2020
134.6(c), (i)	GDV 11, 1 July 2020
134.7	GDV 4, 1 April 2017
	GDV 11, 1 July 2020
134.8 Subheading 'Reports'	GDV 11, 1 July 2020
134.8, (a), (i)-(iii), (b)	GDV 11, 1 July 2020
134.9	GDV 11, 1 July 2020
135 Heading 'Harvest Labour Services – Fees'	GDV 11, 1 July 2020
135.1 Subheading 'Harvest Placement Fees'	GDV 11, 1 July 2020
135.1 and (b)	GDV 2, 1 July 2016
	GDV 4, 1 April 2017
	GDV 11, 1 July 2020
135.1(a) and (c)	GDV 2, 1 July 2016
	GDV 11, 1 July 2020
135.2, (a), (c)	GDV 4, 1 April 2017
	GDV 11, 1 July 2020
135.2(b)	GDV 11, 1 July 2020
135.3	GDV 4, 1 April 2017
	GDV 11, 1 July 2020
135.4	GDV 3, 5 December 2016
	GDV 4, 1 April 2017
	GDV 11, 1 July 2020
135.5 Subheading 'Harvest Service Fees'	GDV 11, 1 July 2020
135.5	GDV 4, 1 April 2017
	GDV 11, 1 July 2020

Clause	Variation, effective date
135.5(a)-(f)	GDV 11, 1 July 2020

Part E – National Harvest Labour Information Service

Clause	Variation, effective date
Heading 'Part E – National Harvest Information Service'	GDV 11, 1 July 2020
Chapter Heading 'Chapter E1 – National Harvest Information Service'	GDV 11, 1 July 2020
136 Heading 'National Harvest Information Service'	GDV 11, 1 July 2020
136.1	GDV 11, 1 July 2020
136.2 Subheading 'National Harvest Labour Information Service'	GDV 11, 1 July 2020
136.2, (a)-(c)	GDV 11, 1 July 2020
136.3 Subheading 'Harvest Trail Website'	GDV 11, 1 July 2020
136.3, (a)-(c)	GDV 11, 1 July 2020
136.4	GDV 11, 1 July 2020
136.5	GDV 11, 1 July 2020
136.6, (a), (b)	GDV 11, 1 July 2020
136.7	GDV 11, 1 July 2020
136.8 Subheading 'National Harvest Telephone Information Service'	GDV 11, 1 July 2020
136.8, (a)-(d), (g)-(i)	GDV 11, 1 July 2020
136.8(f)	GDV 4, 1 April 2017
	GDV 11, 1 July 2020
136.9 Subheading 'National Harvest Guide'	GDV 11, 1 July 2020
136.9, (a), (i)-(iii), (b), (c)	GDV 11, 1 July 2020
136.9(f)	GDV 4, 1 April 2017
136.9(d) and (e)	GDV 4, 1 April 2017
	GDV 11, 1 July 2020
136.9(e)(i) and (ii)	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
136.10 Subheading 'Reports'	GDV 11, 1 July 2020
136.10, (a), (i)-(iii), (b)	GDV 11, 1 July 2020
136.11, (a), (i), (A)-(C), (ii), (A)-(J), (iii), (iv), (b), (i)-(iii)	GDV 11, 1 July 2020
137 Heading 'National Harvest Labour Information Service – Fees'	GDV 11, 1 July 2020
137.1, (a)-(f)	GDV 4, 1 April 2017
	GDV 11, 1 July 2020

Schedule 1 – Deed and business details

Clause	Variation, effective date
Items 3, 4, 6, 7	GDV 3, 5 December 2016
Items 8 and 9	GDV 3, 5 December 2016
	GDV 11, 1 July 2020



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

jobactive Deed 2015-2022

Effective 1 July 2021

Reader's Guide to this Deed

This Deed is comprised of 'Parts' which are divided into 'Chapters', which are subdivided into 'Sections'.

There are three Parts:

Part A – GENERAL CONDITIONS

Part B – EMPLOYMENT PROVIDER SERVICES

Part C – NEW ENTERPRISE INCENTIVE SCHEME (NEIS) SERVICES

There are four Chapters and two Annexures in Part A - GENERAL CONDITIONS:

A1. Introduction

A2. Basic Conditions

A3. Information Management

A4. Deed Administration

Annexure A1 – Definitions

Annexure A2 – Joint Charter of Deed Management

There are four Chapters and three Annexures in Part B – EMPLOYMENT PROVIDER SERVICES:

B1. General Employment Provider Services

B2. Specific Employment Provider Services

B3. Mutual Obligation Requirements and Activities

B4. Payments

Annexure B1 – Transition in

Annexure B2 – Payments and Employment Fund credits

Annexure B3 – Service Guarantees

There is one Chapter in Part C – NEW ENTERPRISE INCENTIVE SCHEME.

There are two Schedules to this Deed, which contain details which are particular to individual Employment Providers:

- Deed and business details
- Service Delivery Plan

There are various information boxes and 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.

The Provider must provide Services in accordance with Part A and the Schedules, and Parts B and C depending on the specific Services it is contracted to provide (see the Particulars and Schedule 1).

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Part A - General Conditions

CHAPTER A1 – INTRODUCTION

Section A1.1 – Definitions and interpretation

1. Definitions and interpretation

- 1.1 In this Deed, unless the contrary intention appears, all capitalised terms have the meaning given to them in the definitions in Annexure A1. All other words have their natural and ordinary meaning.
- 1.2 Unless the contrary intention appears:
 - (a) the definitions in Annexure A1 apply to the whole of this Deed;
 - (b) words in the singular include the plural and vice versa;
 - (c) a reference to a person includes a partnership and a body whether corporate or otherwise;
 - (d) a reference to an entity includes an association of legal persons, however constituted, governed by deed, an incorporated body, an unincorporated association, a partnership and/or a trust;
 - (e) a reference to any legislation or legislative provision is to that legislation or legislative provision as in force from time to time;
 - (f) the chapter headings, section headings, clause headings and subheadings within clauses, notes and information boxes are inserted for convenience only, and have no effect in limiting or extending the language of provisions of this Deed;
 - (g) any uncertainty or ambiguity in the meaning of a provision of this Deed is not to be interpreted against a Party just because that Party prepared the provision;
 - (h) a reference to an internet site or webpage includes those sites or pages as amended from time to time;
 - (i) a reference to a Guideline, form or other document is to that Guideline, form or other document as revised or reissued from time to time; and
 - (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.
- 1.3 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.

- 1.4 References to different services in this Deed are to be read on an 'as applicable' basis, i.e. applicable only if the Provider is contracted to provide a particular service (see Particulars).
- 1.5 The word 'Reserved' indicates that a particular clause is not applicable to the Services.
- 1.6 Unless the contrary intention appears, if there is any conflict or inconsistency between any part of:
- (a) the Parts of this Deed, including any Condition of Offer and the Annexures, except Annexure A2 [Joint Charter of Deed Management] and Annexure B3 [Service Guarantees];
 - (b) the Schedules;
 - (c) the Particulars;
 - (d) the Guidelines; and
 - (e) Annexure A2 [Joint Charter of Deed Management] and Annexure B3 [Service Guarantees],
- then the material mentioned in any one of paragraphs (a) to (e) above has precedence over material mentioned in a subsequent paragraph, to the extent of any conflict or inconsistency.

CHAPTER A2 – BASIC CONDITIONS

Section A2.1 – Deed length

2. Term of this Deed

- 2.1 This Deed takes effect from the Deed Commencement Date and, unless terminated earlier, expires on the Completion Date.
- 2.2 The Department may, at its sole option, offer the Provider an extension of the Term of this Deed:
- (a) for one or more Extended Service Periods; 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 end of the Service Period or any Extended Service Period, as relevant.
- 2.3 Subject to clauses 2.2 and 57, if the Provider accepts the Department's offer to extend the Term of this Deed, the Term of this Deed will be so extended and all terms and conditions of this Deed continue to apply, unless otherwise agreed in writing between the Parties.

3. Survival

- 3.1 The termination or expiry of this Deed for any reason does not extinguish or otherwise affect the operation of clauses 16, 21, 24, 26, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 50, 52, 54, 64 and 129 of this Deed, and any provisions, other than those aforementioned, that are expressly specified as surviving, or by implication from their nature are intended to continue.

- 3.2 Clause 40 of this Deed survives for seven years from the expiry or earlier termination of this Deed.

Section A2.2 – Some basic rules about Services

4. General Requirements

- 4.1 The Provider must carry out the Services:
- (a) in accordance with:
 - (i) this Deed, including any Guidelines, as relevant to the Services; and
 - (ii) any representation or undertaking made by the Provider in its tender response to the request for tender for this Deed, unless otherwise agreed with the Department;
 - (b) in a manner which meets the objective of the Services as specified in the request for tender for this Deed; and
 - (c) so as to achieve optimum performance when measured against the Employment Provider Services KPIs and the NEIS KPIs, as relevant.
- 4.2 If the Provider becomes aware that:
- (a) it is unable to satisfy or has otherwise failed to comply with any of the requirements in this Deed any representation or undertaking it has given to the Department in its tender response;
 - (b) it provided information in its tender response which is misleading or deceptive, or otherwise incorrect or inaccurate; or
 - (c) it failed to provide information in its tender response which may have affected the Department's decision to enter into this Deed or otherwise take action under this Deed,
- the Provider must Notify the Department immediately of:
- (d) if clause 4.2(a) applies, the details of the requirements or undertakings which it is unable to satisfy or failed to comply with;
 - (e) if clause 4.2(b) applies, the details of the information in its tender response which is misleading or deceptive, or otherwise incorrect or inaccurate;
 - (f) if clause 4.2(c) applies, the details of the information which it failed to provide in its tender response; and
 - (g) any other information that the Department requests.
- 4.3 The Provider must take all reasonable steps to minimise delay or the negative impact of any matter(s) that affects the Provider's ability to meet its obligations under this Deed.

5. Location and timing of the Services

- 5.1 The Provider must deliver the Services from the Service Start Date until the end of the Service Period and any Extended Service Periods.
- 5.2 Unless otherwise directed by the Department and subject to this Deed, the Provider must provide:

- (a) Employment Provider Services in accordance with, and only as specified in, item 6 of Schedule 1; and
- (b) subject to clause 5.3, NEIS Services in accordance with, and only as specified in, item 7 of Schedule 1.

Note: For Employment Provider Services, Schedule 1 specifies whether Services will be provided at Sites on a Full-time, Part-time or Outreach basis.

- 5.3 Where a Site(s) is specified in item 7 of Schedule 1, the Provider is only required to deliver NEIS Services from that Site(s), if the Provider has specified in its tender response to the request for tender for this Deed, that it will do so.
- 5.4 The Provider must ensure that:
 - (a) any location from which Services are provided 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; and
 - (b) 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 persons at the locations referred to in clause 5.4(a).
- 5.5 Except for NEIS Services, the Provider must ensure that its Sites are open for the provision of the Services:
 - (a) on all Business Days and any other days specified in Schedule 1 and the Provider's tender response to the request for tender for this Deed; and
 - (b) at the times specified in items 6.4, 6.5 and 6.6 of Schedule 1, unless otherwise Notified by the Department.

6. Provider's conduct

- 6.1 The Provider must, at all times, act in good faith towards the Department and Participants, and in a manner that maintains the good reputation of the Services.
- 6.2 The Provider must:
 - (a) not engage in, and must ensure that its Personnel, Subcontractors, Third Party IT Vendors and agents do not engage in, any practice that manipulates or impacts, as relevant, any aspect of the Services including any:
 - (i) Record, including any Documentary Evidence;
 - (ii) Outcome or Work for the Dole Place;
 - (iii) Payment or Payment-related process;
 - (iv) Participant 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 for, the Provider or any other person or persons; and

- (b) without limitation to any rights of the Department under this Deed or at law where an improper practice is identified by the Provider, immediately:
 - (i) take all action necessary to appropriately remedy the practice; and
 - (ii) Notify the Department of the practice identified and the remedial action taken and provide all information in relation to the situation as required by the Department.
- 6.3 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 person 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 \(https://www.employment.gov.au/public-interest-disclosure-act-2013\)](https://www.employment.gov.au/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.

Note: 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.

7. Information provided to the Department

- 7.1 Subject to clause 15.4(d), 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 7.1(a); and
 - (c) any data entered into the Department’s IT Systems is consistent with any associated Documentary Evidence held by the Provider.
- 7.2 Subject to clause 16.2, the Provider must submit Documentary Evidence to the Department within five Business Days of any request by the Department to do so.

8. Checks and reasonable care

Personnel and Supervisors

- 8.1 Before arranging for any Personnel or a potential Supervisor to be involved in the Services, including any Activity (other than EST, CTA, a Launch into Work Placement, an LJP Activity or a SEE Training Course), the Provider must arrange and pay for all checks,

and comply with any other conditions in relation to the person's involvement, as specified in:

- (a) any relevant legislation in effect in the jurisdiction(s) in which the Services are conducted; and
- (b) any Guidelines.

Child Safety

8.1A 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 8.1A(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

8.1B 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 8.1B(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 8.1B(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.

8.1C With reasonable notice to the Provider, the Department may conduct a review of the Provider's compliance with the Child Safety Obligations.

- 8.1D 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) co-operate 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 satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with the Child Safety Obligations.
- 8.1E 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.
- 8.2 The Provider must not allow any Personnel or a potential Supervisor to participate in the Services, including any Activity (other than EST, CTA, a Launch into Work Placement, an LJP Activity or a SEE Training Course):
- (a) if any relevant legislation or any Guidelines provide or mean that the person 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 person would consider that the conviction means that the person would pose a risk to other persons involved in the Services; or
 - (ii) there is otherwise a reasonably foreseeable risk that the person may cause loss or harm to any other person,unless the Provider has put in place reasonable measures to remove or substantially reduce that risk.

Participants

- 8.3 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 in relation to a Participant's involvement or placement as specified in:
- (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.
- 8.4 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 person would consider that the conviction means that the person would pose a risk to other persons involved in the Activity or Employment; or
 - (ii) there is otherwise a reasonably foreseeable risk that the person may cause loss or harm to other persons 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.

9. Provider's responsibility

- 9.1 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 Subcontracting arrangements.

10. Joint Charter of Deed Management

- 10.1 Subject to clause 10.2, the Department and the Provider agree to conduct themselves in accordance with the Joint Charter of Deed Management.
- 10.2 Clause 10.1 does not in any way limit the right of either party to take action or exercise rights that would, if not for the Joint Charter of Deed Management, be available to it under this Deed.

11. Liaison and directions

- 11.1 The Provider must:
 - (a) liaise with and provide information to the Department, or any other person nominated by the Department, as requested by the Department;
 - (b) immediately comply with all of the Department's requests and directions; and
 - (c) immediately Notify the Department of any matter or incident that could be damaging to the reputation of the Provider or the Department should it become publicly known.

Note: 'other person' referred to in clause 11.1(a) includes, for example, an auditor appointed by the Department.

- 11.2 The Department and the Provider must respectively nominate an Account Manager and a Contact Person for the Term of this Deed, and Notify of any change to the details of persons occupying those positions.
- 11.3 The day to day management of, and communication under, this Deed:
 - (a) is to be handled by the Account Manager and the Contact Person or their delegates; and

- (b) may be undertaken by the Account Manager and the Contact Person or their delegates by means of electronic mail.
- 11.4 The Provider must ensure that it has, and Notifies to the Department, a valid electronic mail address for receipt of all communications with the Department.
- 11.5 The Provider must provide all reasonable assistance to the Commonwealth in relation to the Social Security Appeals Process including ensuring the availability of its Personnel, agents and Subcontractors to appear at hearings (including appeals to any court or tribunal) and to provide witness or other statements as required by the Department.
- 11.6 The Provider must notify Services Australia of any change in the circumstances of a Participant:
 - (a) as required in relation to any claim for a Pay Slip Verified Outcome Payment under any Guidelines; and
 - (b) that impacts on their Income Support Payments,and do so within five Business Days of becoming aware of the change in circumstances.
- 11.7 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 11.6.

12. Business level expectations

- 12.1 The Department provides no guarantee of:
 - (a) the volume or type of business the Provider will receive, including the number of Referrals;
 - (b) the numbers of Participants for any Services under this Deed;
 - (c) the numbers of Participants for any Employment Region in relation to any Services under this Deed; or
 - (d) the accuracy of market and other information provided in the request for tender for this Deed.

13. Gap filling

- 13.1 For the purposes of filling gaps in employment services, the Department and the Provider may agree to provision of additional Services by the Provider, on the same terms as specified in this Deed, at the times requested by the Department.

14. Additional Services

- 14.1 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.

Section A2.3 – Some basic rules about financial matters

15. General

- 15.1 Subject to sufficient funds being validly appropriated for jobactive and compliance by the Provider 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(s) specified in item 5 of Schedule 1.
- 15.2 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.
- 15.3 Where the Department determines that the Provider is in breach of clause 15.2, the Department may, at its absolute discretion, recover some or all of the relevant Payment from the Provider, with the recoverable amount being determined by the Department at its absolute discretion, as a debt in accordance with clause 21, without prejudice to any other rights that the Department may have under this Deed or the law.
- 15.4 With the exception of Payments:
- (a) verified by Services Australia data in accordance with any Guidelines;
 - (b) for Full Outcomes involving Pre-existing Employment; and
 - (c) for Partial Outcomes under paragraph (f) of the definition of Partial Outcome, it is a precondition of the Provider's entitlement to be paid a Payment that the Provider has, at the time it makes a claim for or accepts the Payment, true, complete and accurate Documentary Evidence sufficient to prove that the Provider:
 - (d) is entitled to the Payment;
 - (e) has delivered the Services relevant to its claim for Payment; and
 - (f) has done so in accordance with this Deed, including any Guidelines.
- 15.5 It is a further precondition of the Provider's entitlement to be paid a Payment that it:
- (a) has a valid ABN;
 - (b) immediately Notifies the Department if it ceases to have a valid ABN;
 - (c) correctly quotes its ABN on all documentation provided to the Department, where relevant;
 - (d) supplies proof of its GST registration, if requested by the Department;
 - (e) immediately Notifies the Department of any changes to its GST status; and
 - (f) submits Tax Invoices to the Department for payment, unless otherwise advised by the Department.
- 15.6 Without limiting the Department's rights under this Deed or at law, 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.
- 15.7 The Provider must:

- (a) ensure that any of its Personnel or Subcontractors that are required to submit claims for Payments, have successfully completed Claims Processing Training prior to submission of any claim for a Payment is made to the Department by them; and
- (b) when requested by the Department, provide evidence that the relevant Personnel or Subcontractors have successfully completed Claims Processing Training.

16. Evidence to support entitlement to Payments

- 16.1 Subject to any Guidelines, the Provider must retain the Documentary Evidence specified at clause 15.4 (d) for such period as is required under clause 37.9.
- 16.2 The Provider must submit the Documentary Evidence referred to in clause 16.1 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.
- 16.3 If:
 - (a) the Provider does not comply with a request by the Department under clause 16.2, including if the Documentary Evidence provided is not true, complete and accurate;
 - (b) the Department has already paid the Provider the relevant Payment; and
 - (c) an extension of time has not been requested and agreed to by the Department,
 then:
 - (d) the Provider will be taken not to have delivered the relevant Services in accordance with this Deed and not to be entitled to the relevant Payment; and
 - (e) the Department may, at its absolute discretion, recover the relevant Payment from the Provider as a debt in accordance with clause 21, without prejudice to any other rights that the Department may have under this Deed or the law.
- 16.4 The Department may contact Employers or Participants or any other relevant parties to verify Documentary Evidence provided by a Provider.

17. Exclusions

- 17.1 The Department is not responsible for the payment of any money in excess of the Payments set out in this Deed.
- 17.2 The Department is not required to make any superannuation contributions in connection with this Deed.
- 17.3 Unless otherwise agreed in writing with the Department, 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.

18. Ancillary Payments

- 18.1 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.

19. Overpayment and double payment

Overpayment

- 19.1 If, at any time, the Department determines that an overpayment by the Department has occurred for any reason, including where a Tax Invoice is found to have been incorrectly rendered after payment, or a payment has been made in error, then the Department may, at its absolute discretion, recover some or all of the relevant payment amounts from the Provider, with the recoverable amount being determined by the Department at its absolute discretion, as a debt in accordance with clause 21, without prejudice to any other rights that the Department may have under this Deed or the law.

Double payment

- 19.2 Subject to clause 19.2A, any Guidelines and any express written agreement with the Department to the contrary, 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 the Department may require the Provider to provide evidence, in a form acceptable to the Department, which proves that the Provider is not so entitled.
- 19.2A Clause 19.2 does not apply to any payment that the Provider, or any Related Entities, are entitled to under the ParentsNext Deed.
- 19.3 For the purposes of clause 19.2, if the Department determines, in 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 and unfettered discretion:
- (a) make the relevant payment;
 - (b) decide not to make the relevant payment; or
 - (c) recover any relevant payment made by the Department as a debt in accordance with clause 21.
- 19.4 Regardless of any action the Department may take under clause 19.3, 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 19.3.

20. The Department may vary certain terms

- 20.1 Without prejudice to any other rights that the Department may have under this Deed or the law, the Department may, at any time, vary:
- (a) Payments under this Deed;
 - (b) Sites and/or Employment Regions of the Provider;

- (c) Referrals to the Provider and the number of Participants on the Provider's caseload; and/or
- (d) the Business Share, or where relevant, the number of NEIS Places allocated to the Provider,

for all or part of the Term of this Deed:

- (e) based on the Department's assessment of:
 - (i) projected changes to labour market conditions in an Employment Region (including past and/or future projected Participant demand); or
 - (ii) the number of Stream Participants who are transferred to or from the Provider pursuant to clause 81.1(d); or
- (f) acting reasonably, for any other reason as determined by the Department at its absolute discretion,

by providing Notice to the Provider.

20.2 If the Department exercises its rights under clause 20.1:

- (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.

21. Debts and offsetting

- 21.1 Any amount owed to the Department, or deemed to be a debt to the Department under this Deed, including any Interest, will, without prejudice to any other rights available to the Department under this Deed or the law, be recoverable by the Department, at its absolute discretion, as a debt due to the Commonwealth from the Provider without further proof of the debt being necessary.
- 21.2 Unless otherwise agreed in writing by the Department, 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.
- 21.3 Unless otherwise agreed in writing by the Department, where any debt is owed to the Commonwealth under this Deed, Interest accrues on that debt if it is not repaid within 30 calendar days of receipt of a Notice from the Department requiring payment, until the amount is paid in full.
- 21.4 Without limiting the Department's rights under this Deed or the law, if the Provider owes the Commonwealth any debt or has outstanding or unacquitted money, under this Deed, or under any other arrangement with the Department or the Commonwealth, the Department may offset or deduct an amount equal to that debt owed, or outstanding or unacquitted money, against any Payments due to the Provider under this Deed.
- 21.5 The Department will Notify the Provider if it exercises its rights under clause 21.4 within 10 Business Days after having exercised those rights.
- 21.6 Notwithstanding any action taken by the Department under clause 21.4, the Provider must continue to perform its obligations under this Deed, unless the Department agrees otherwise in writing.

22. Taxes, duties and government charges

- 22.1 Unless expressly stated to the contrary, all dollar amounts in this Deed are inclusive of GST.
- 22.2 If a Payment is not in relation to a Taxable Supply, the Provider must only claim or accept an amount exclusive of GST.
- 22.3 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.
- 22.4 The Provider must not claim or accept from the Department any amount for which it can claim an Input Tax Credit.
- 22.5 Where any debt is repaid, including by offset under clause 21.4, an Adjustment Note must be provided to the Department if required by the GST Act.
- 22.6 Subject to this clause 22, all taxes, duties and government charges imposed in Australia or overseas in connection with this Deed must be borne by the Provider.

23. Fraud

- 23.1 The Provider must not engage in, and must ensure that its Personnel, Subcontractors and agents do not engage in, fraudulent activity in relation to this Deed.
- 23.2 The Provider must take all reasonable steps to prevent fraud upon the Commonwealth, including the implementation of an appropriate fraud control plan, a copy of which must be provided to the Department on request.
- 23.3 If, after investigation, the Department determines that the Provider has been engaged in fraudulent activity, the Department may, without limitation to any other rights available to the Department:
 - (a) take action under clause 52.2; or
 - (b) terminate this Deed under clause 56,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.

Section A2.4 - Reports

24. General reporting

- 24.1 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 Personnel and Subcontractors; and
 - (ii) the financial status of the Provider; 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 at clause 24.1(a) or those otherwise required under this Deed.

- 24.2 The Provider must also provide any other Reports that may reasonably be required by the Department, within the timeframes requested by the Department.
- 24.3 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 satisfaction within ten Business Days of Notice to the Provider from the Department to do so.

Connections for Quality Indicators

- 24.4 The Provider must report publicly against Connections for Quality Indicators in accordance with any Guidelines.

25. Financial statements and guarantees

- 25.1 Subject to clause 25.3, 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.
- 25.2 If the Provider is a Tendering Group or a partnership, then the Provider must provide one copy of the consolidated audited financial statements for the Tendering Group or partnership, if available, and individual annual audited financial statements for each member of the Tendering Group.
- 25.3 If required 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, a financial guarantee in a form and in terms satisfactory to the Department.

Section A2.5 – Assessment and management of Provider's performance

26. Evaluation activities

- 26.1 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, but are not limited to:
 - (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 40; and
- (b) it will fully cooperate with the Department in relation to all such activities.

27. Program Assurance Activities

- 27.1 Throughout the Term of this Deed, the Department may conduct Program Assurance Activities and the Provider must fully cooperate with the Department in relation to all such activities as required by the Department.

28. Performance assessments

- 28.1 During each Performance Period, the Department will monitor, measure and evaluate the Provider's performance against the requirements of this Deed, including, without limitation, and as relevant, the Employment Provider Services KPIs, the NEIS KPIs, the Joint Charter of Deed Management, the Service Delivery Plans, any representations in the Provider's tender response to the request for tender for this Deed and the Service Guarantees.
- 28.2 For the purposes of clause 28.1, the Department may rely on data collected from any source, including, without limitation, feedback from Participants, Employers, Transition to Work Providers, ParentsNext Providers, Time to Work Providers, NEIS Providers, HTS Providers and SEE Providers and intelligence from the Department's Employment Services Tip off Line.
- 28.3 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 each location and Employment Region, as relevant, and at each Site where the Provider delivers Services; and
 - (b) subsequently 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 it is likely to be in scope for an adjustment of its Business Share or NEIS Places under clause 101 and clause 132, where relevant.
- 28.4 This clause 28 does not in any way limit the rights of the Department under this Deed or at law, including rights to take remedial action against the Provider, arising out of the monitoring, measuring, evaluating or reviewing of the Provider's performance under this clause 28, or otherwise.
- 28.5 The Provider agrees that the Department may publish information the Department holds concerning the Provider's performance of the Services.

29. Sample reviews

READER'S GUIDE

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. 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. The Department may then apply remedies in relation to the deemed invalid claims.

Example: The Department might decide to conduct a sample review of all claims for 26 Week Employment Outcomes for Stream C Participants made by the Provider during the six months immediately prior to the last Financial Year. The Department might choose to do so by reviewing a sample of 15% of all such claims, selected through a sampling methodology that meets the requirements of this clause 29. If the sample review finds that 20% of the sample claims are invalid, then the Department may treat up to 20% of all relevant Outcome Payment claims made by the Provider during the sample period as being invalid and apply relevant remedies under the Deed.

- 29.1 Without prejudice to any other rights of the Department under this Deed or the law (including the right to engage in any other form of sampling activity):
- (a) the Department may:
 - (i) evaluate how the Provider has claimed Payments, by reviewing and investigating only a sample of claims for Payments generally, or of Payments of a particular type or class (**'Sample Review'**); and
 - (ii) for the purposes of a Sample Review, take into account data collected from any source without limitation; and
 - (b) if the results of a Sample Review show that the Provider has, in relation to all or a proportion of the claims for Payments included in a Sample Review, made claims for Payments:
 - (i) in breach of this Deed; or
 - (ii) in circumstances where it was not entitled to claim the Payments, as determined by the Department, then the Provider is, subject to clause 29.3, taken to have invalidly claimed all Payments, or that proportion of all Payments, as relevant:
 - (iii) generally; or
 - (iv) of the relevant type or class of Payments, as relevant to the Sample Review, for the period of the Sample Review (**'Deemed Invalid Claims'**).
- 29.2 In relation to Deemed Invalid Claims, the Department may, at its absolute discretion and without limiting its other remedies under this Deed or the law, do any one or more of the following by providing Notice to the Provider:
- (a) exercise its rights under clause 15.3 in respect of some or all of those claims;
 - (b) exercise any remedies specified in clause 52.2;
 - (c) recover any amounts under clause 54.1(b) in respect of those claims;
 - (d) exercise any of its rights under clause 56;
 - (e) exercise any of its rights to take remedial action in relation to the Provider's performance under clause 101 and/or clause 132, as relevant; or
 - (f) recover any amounts under clause 130.4 in relation to those claims, where relevant.

Sampling methodology

- 29.3 For the purposes of clause 29.1, 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% confidence level that the proportion and/or value of invalid claims identified in the Sample Review can be extrapolated under clause 29.1(b) to that proportion and/or value of Payments generally or of the relevant type or class of Payments as relevant to the Sample Review, for the period of the Sample Review.
- 29.4 The Department must disclose the methodology used in a Sample Review to the Provider before exercising the Department's rights under clause 29.2.

Section A2.6 – Customer feedback

30. Customer feedback process and Customer feedback register

- 30.1 The Provider must establish and publicise to its Customers the existence and details of a Customer feedback process which will deal with feedback, including Complaints lodged by Customers, about its conduct of the Services. The process must:
- (a) be consistent with this clause 30, the Joint Charter of Deed Management, any representation made by the Provider in its tender response to the request for tender for this Deed and, for Employment Provider Services, the Service Guarantees and the Service Delivery Plan(s); and
 - (b) clearly indicate that Customers may also make a Complaint directly to the Department using the Department's National Customer Service Line.
- 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:
- (a) explain the Customer feedback process to each potential Participant upon their initial Contact with the Provider;
 - (b) ensure that all Complaints it receives are investigated by an appropriately senior staff member of the Provider;
 - (c) effectively and promptly communicate the outcome of any investigation and any action the Provider proposes to take about a Complaint to the relevant complainant and, if requested by the Department, to the Department; and
 - (d) when approached by the Department, actively assist:
 - (i) 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;

- (ii) in negotiating a resolution to any Complaint; and
- (iii) other authorities in negotiating a resolution to any Complaint, where the relevant Customer has chosen to utilise other legislative or other complaints mechanisms.

30.5 The Provider must keep:

- (a) a Customer feedback register for each Site or in relation to NEIS Services, for each Employment Region, which includes the following information:
 - (i) details of all Customer feedback received directly by the Provider, and the outcome of any investigation where relevant;
 - (ii) details of all Customer feedback referred to the Provider by, or through, the Department; and
 - (iii) in relation to Complaints, details which provide enough information to identify the nature of the Complaint, where detailed information relating to the Complaint is stored (if not in the Customer feedback register), the Site or Employment Region to which the Complaint relates, as relevant, and the date of the Complaint and the Customer(s) involved; and
- (b) Records, in accordance with the Records Management Instructions, as to how any Complaint was handled, the outcome of the relevant investigation and any follow up action required.

CHAPTER A3 – INFORMATION MANAGEMENT

Section A3.1 – Information Technology

31. General

- 31.1 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 Department may:
 - (a) provide training on Accessing the Department's IT Systems, by computer-assisted learning packages or otherwise; and
 - (b) require that Personnel and Subcontractors must not Access the Department's IT Systems until they have successfully completed the relevant training, and the Provider must comply with any such requirement.
- 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 must:

- (a) advise the Department by email to securitycompliancesupport@dese.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 Provider IT System that impacts, or may have an impact, on the security of that Provider IT System, and if the Department imposes any terms and conditions in respect of the use of that Provider IT System, comply, and ensure that all relevant Subcontractors comply, with those terms and conditions;
- (b) ensure that any External IT System used:
 - (i) meets the minimum requirements of the Department for Access to the Department's IT Systems, as specified in any Guidelines or as otherwise advised by the Department;
 - (ii) does not negatively impact the performance, availability or data integrity of the Department's IT Systems;
 - (iii) meets the relevant requirements of the ESAF;
 - (iv) does not introduce or permit the introduction of Malicious Code into the Department's IT Systems;
 - (v) has secure log ons for each operator such that each operator's logon is uniquely identifiable to the Department and entries are traceable, and have date and time stamps;
 - (vi) does not default answers to questions or input fields where the Department's IT Systems has no default setting; and
 - (vii) meets the minimum requirements of the Department for Record keeping and program assurance purposes, as specified in this Deed including any Guidelines or as otherwise advised by the Department; 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).

32.3 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, costs or legal liability of the Provider arising from such changes.

Provider IT System accreditation

Note: A 'Provider IT System' 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.

- 32.4 Subject to the requirements of the ESAF, the Provider must, and must ensure that its Subcontractors:
- (a) obtain 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 Completion Date.
- 32.5 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.
- 32.6 For the purposes of clause 32.4(b), the Provider must, and must ensure that its Subcontractors, obtain reaccreditation of all Provider IT Systems in accordance with the requirements of the ESAF.
- 32.7 Unless otherwise expressly set out in this clause 32, accreditation and reaccreditation under this clause 32 must be awarded by the Department.
- 32.8 Reserved.
- 32.9 If the Provider or any Subcontractor 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.
- 32.10 Reserved.
- 32.11 If the ESAF requires that any Personnel or Subcontractors of the Provider must complete specific personnel vetting requirements for the purposes of accreditation or reaccreditation:
- (a) the Provider must ensure that its relevant Personnel and Subcontractors successfully complete the required personnel vetting processes, and bear any costs associated with doing so; and
 - (b) the Department will sponsor any Australian Government clearances as required by the ESAF.

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. A Third Party Employment System and a Third Party Supplementary IT System include any relevant information technology service provided by a Third Party IT Vendor.

32.12 The Provider must:

- (a) not directly or indirectly allow Access to electronic Records relating to the Services, or any derivative thereof, to any Third Party IT Vendor until such Third Party IT Vendor has met the relevant requirements of the ESAF and has:
 - (i) for any Third Party IT Vendor that provides or uses a Third Party IT Employment System, entered into a Third Party IT Vendor Deed with the Department, and only grant such Access in accordance with the terms of the relevant Third Party IT Vendor Deed and any Guidelines; and
 - (ii) for any Third Party IT Vendor that provides or uses a Third Party Supplementary IT System, been assessed and accredited by the Provider in accordance with the requirements of the ESAF, and only grant such Access in accordance with the terms of the ESAF;
- (b) in any contract with any Third Party IT Vendor that provides or uses Third Party IT, ensure that any and all records held in Third Party IT relating directly or indirectly to the Services, can be, and are, provided on request to the Department or the Provider and in an unadulterated form (i.e. with no amendments or transformations to the Records or their data structures);
- (c) in any contract with any Third Party IT Vendor that provides or uses a Third Party Employment System:
 - (i) provide that the Third Party IT Vendor may only subcontract its obligations under that contract to another entity that has entered into a Third Party IT Vendor Deed with the Department; and
 - (ii) reserve a right of termination to take account of the Department's right of termination in the relevant Third Party IT Vendor Deed;
- (d) on receipt of any advice from the Department that it has terminated a relevant Third Party IT Vendor Deed, terminate the Provider's contract with the relevant Third Party IT Vendor and, at its own cost, promptly cease using the Third Party IT Vendor;
- (e) impose the obligations set out in this clause 32.12 on any Subcontractor Accessing electronic Records relating to the Services; and
- (f) advise the Department by email to securitycompliancesupport@dese.gov.au, or such other address as advised by the Department from time to time, of any proposed use of any Third Party IT for the analysis of Records relating directly or indirectly to the Services, or any derivative thereof, and if the Department imposes any terms and conditions in respect of such use, comply, and ensure that all relevant Subcontractors and Third Party IT Vendors comply, with those terms and conditions.

Technical advice

32.13 The Provider must:

- (a) nominate Personnel 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 ('IT Contact');
- (b) ensure that the IT Contact:
 - (i) disseminates technical advice to any Subcontractor and Personnel of the Provider in order to minimise disruption to the Services; and
 - (ii) provides advice, as requested by the Department:
 - (A) to assist in the resolution of the Department's IT Systems technical issues; and
 - (B) in relation to the Provider's readiness to deploy system upgrades to the Department's IT Systems; and
- (c) where the IT Contact changes, advise the Department accordingly.

Security

- 32.14 The Provider must comply, and ensure that its Subcontractors and Third Party IT Vendors comply, with the Department's Security Policies and the Cybersafety Policy, as relevant.
- 32.15 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.
- 32.16 The Provider must (through its Security Contact) promptly report all breaches of IT security to the Employment Systems Service Desk, including where any Personnel or any Subcontractor suspect that a breach may have occurred or that a person may be planning to breach IT security, and provide updates on their resolution.
- 32.17 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.
- 32.18 Where the Department determines that the Provider is in breach of, or has previously breached, this clause 32, the Department may immediately take action including any one or more of the following:
 - (a) suspending, terminating, or requiring the cessation of all Access to the Department's IT Systems for any Personnel, Subcontractor, Third Party IT Vendor, External IT System or the Provider;

- (b) applying bandwidth throttling measures in respect of all Access to the Department's IT Systems for any Personnel, Subcontractor, Third Party IT Vendor, External IT System or the Provider;
 - (c) requiring the Provider to obtain new logon IDs for any Personnel, Subcontractor or Third Party IT Vendor and if so required, the Provider must promptly obtain such new logons; or
 - (d) requiring the Provider to prepare and implement an IT security plan to the Department's satisfaction, and if so required, the Provider must do so within the timeframe required by the Department.
- 32.19 Any action taken by the Department under clauses 32.17 to 32.18 does not limit any other rights the Department has under this Deed, including pursuant to clause 52.2, or under the law.
- 32.20 If the Department gives Notice to the Provider that Access to the Department's IT Systems is terminated for any particular 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

- 32.21 For the purposes of clauses 32.22 to 32.25:
- 'Clients'** means persons 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 but is not limited to, the Provider, the Provider's staff 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 on-line content by users of computers, particularly Children, and may include, but is not limited to, having a policy in place regarding appropriate use and protection for Clients, installation of filters, audits and provision of information or training to the Provider's staff regarding the risks of, and protection from, inappropriate or harmful on-line content.
- 32.22 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.
- 32.23 The Provider must take Reasonable Steps to protect its Clients' cybersafety.
- 32.24 If the Department gives the Provider Notice requiring it, the Provider must provide the Department, within 10 Business Days of receiving the Notice, with evidence satisfactory to the Department that the Provider has complied with the requirements of this Cybersafety Policy.
- 32.25 The Provider agrees to include its obligations in relation to this Cybersafety Policy in all Subcontracts it enters into in relation to the Services.

Section A3.2 – Property rights

33. Ownership of Intellectual Property Rights and Material

33.1 Subject to clause 34, as between the Department and the Provider (but without affecting the position between the Provider and a third party), the ownership of Intellectual Property Rights in, and the actual documents comprising:

- (a) Commonwealth Material; and
- (b) Deed Material,

vest at all times in the Department.

Dealing with Intellectual Property Rights

33.2 The Provider warrants that it:

- (a) is entitled, or will be entitled at the relevant time, to deal with the Intellectual Property Rights in Deed Material and the Existing Material in accordance with this clause 33 and clause 34, as relevant; and
- (b) has obtained valid, unconditional and irrevocable written consents from all owners of Intellectual Property Rights in, and all authors (including Subcontractors) involved in creating Deed Material and Existing Material so that the Department's use of that Material in accordance with this clause 33 and clause 34, as relevant, will not infringe:
 - (i) the Intellectual Property Rights of any third party; or
 - (ii) any author's Moral Rights.

33.3 The Provider must:

- (a) if requested by the Department to do so, create, sign, execute or otherwise deal with any document that may be necessary or desirable to give effect to clause 33.1;
- (b) not deal with the Intellectual Property Rights in the Deed Material, except as expressly provided for in this Deed; and
- (c) deliver all Deed Material to the Department at the Completion Date, unless otherwise Notified by the Department.

33.4 For the purposes of this clause 33, 'infringe' includes unauthorised acts that would, but for the operation of section 163 of the *Patents Act 1990* (Cth), section 96 of the *Designs Act 2003* (Cth), section 183 of the *Copyright Act 1968* (Cth), and section 25 of the *Circuits Layout Act 1989* (Cth), constitute an infringement.

34. Licensing of Intellectual Property Rights

Licence of Commonwealth Material and Deed Material

34.1 The Department grants the Provider a licence to use, copy and reproduce Commonwealth Material and Deed Material, but only for the purposes of this Deed and in accordance with any conditions or restrictions Notified by the Department to the Provider.

34.2 The licence in clause 34.1 is revocable on 10 Business Days' Notice by the Department, and expires on the Completion Date.

- 34.3 If the Department specifies in the Records Management Instructions that Intellectual Property Rights in some Deed Material vests in the Provider, the Provider grants the Department a permanent, irrevocable, free, world-wide, non-exclusive licence (including a right of sublicense) to use, reproduce, communicate, adapt and exploit the Intellectual Property Rights in Deed Material for any purpose as required by the Department.
- 34.4 The Provider must not do anything that would prejudice the Department's right title and interest in Commonwealth Material or Deed Material.

Licence of Existing Material

- 34.5 This Deed does not affect the ownership of any Intellectual Property Rights in any Existing Material. The Provider, however, grants to the Department or must arrange for the grant to the Department of a permanent, irrevocable, free, world-wide, non-exclusive licence (including a right of sublicense) to use, reproduce, communicate, adapt and exploit the Intellectual Property Rights in Existing Material for any purpose as required by the Department.
- 34.6 If requested by the Department to do so, the Provider must create, sign, execute or otherwise deal with any document that may be necessary or desirable to give effect to this clause 34.

Commonwealth Coat of Arms

- 34.7 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/government/commonwealth-coat-arms) (<https://www.pmc.gov.au/government/commonwealth-coat-arms>).

Section A3.3 – Control of information

35. Personal and Protected Information

- 35.1 Clauses 35.1 to 35.3 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', 'contracted service provider', 'eligible data breach', 'organisation', 'sensitive information' and 'Australian Privacy Principle' (APP) have the same meaning as they have in section 6 of the Privacy Act, and 'subcontract' and other grammatical forms of that word have the meaning given in section 95B(4) of the Privacy Act.
- 35.2 The Provider acknowledges that it is a contracted service provider and agrees, in respect of the conduct of 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 expressly requires the Provider to comply with an APP that applies only to an organisation, to carry out and discharge the obligations contained in the APPs as if it were an agency;

- (c) not to do any act or engage in any practice that if done or engaged in by an agency, or where relevant, an organisation, would be a breach of an APP or contrary to the Privacy Act;
- (d) to co-operate 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:
 - (i) 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; and
 - (ii) their Personal Information may be disclosed and passed on to the Department and to other persons in relation to providing the Services;
- (f) unless expressly authorised or required under this Deed, 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 Personnel:
 - (i) to remove any access that the Personnel have to any relevant Personal Information;
 - (ii) to require that the Personnel return to the Provider or the Department any relevant Personal Information held in the Personnel's possession; and
 - (iii) it must remind the Personnel of their relevant obligations under this Deed; and
- (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).

- 35.3 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 Personnel or 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

- 35.4 Where one party Notifies the other party that an eligible data breach in relation to Personal Information received, created or held by the Provider in the course of conducting the Services has or may have occurred, the Provider must:
- (a) carry out an assessment in accordance with the Privacy Act;
 - (b) take all reasonable action to mitigate the risk of the eligible data breach causing serious harm to any of the individuals to whom the Personal Information relates;
 - (c) 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
 - (d) take any other action as reasonably directed by the Department or the Australian Information Commissioner.

Protected Information

- 35.5 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

- 36.1 Subject to this clause 36, the Parties must not, without each other's prior written approval, disclose any of each other's Confidential Information to a third party.
- 36.2 In giving written approval to disclosure, a Party may impose conditions as it thinks fit, and the other Party agrees to comply with the conditions.
- 36.3 The obligations on the Parties under this clause 36 will not be breached if information:
- (a) is shared by the Department within the Department's organisation, or with another agency, where this serves the Commonwealth's legitimate interests;
 - (b) is disclosed by the Department to the responsible Minister or the Minister's staff;
 - (c) is disclosed by the Department, in response to a request or direction by a House or a Committee of the Parliament of the Commonwealth of Australia;
 - (d) is authorised or required by law to be disclosed; or
 - (e) is in the public domain otherwise than due to a breach of this clause 36.
- 36.4 Nothing in this clause 36 limits the obligations of the Provider under clauses 35 or 40.

Section A3.4 – Records management

37. Records the Provider must keep

- 37.1 The Provider must create and maintain true, complete and accurate Records in connection with the performance of its obligations under this Deed, in accordance with this Deed and the Records Management Instructions.
- 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.
- 37.3 Without limiting its obligations under clause 40.1, 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.

Financial Accounts and Records

- 37.4 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 maintained by the Australian Accounting Standards Board created by section 261 of the *Australian Securities and Investments Commission Act 2001* (Cth); 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 person may examine them at any time and thereby ascertain the Provider's financial position.

Storage

- 37.5 The Provider must store all Records in accordance with the Records Management Instructions and the Department's Security Policies, and where relevant, its Privacy Act obligations.

Register of Records

- 37.6 The Provider must maintain an up to date register of the Records held by the Provider and any Third Party IT Vendor, as specified in the Records Management Instructions, and make this register available to the Department on request.

Access

- 37.7 The Provider must ensure that its:

- (a) Personnel and Subcontractors do not access, copy, disclose or use any:
 - (i) Record containing any information about any participant in any employment services program; or
 - (ii) Record in the Department's IT Systems containing any information about any individual (including individuals who are not participants in any employment services program),
 unless such access, copying, disclosure or use is for the purpose of:
 - (iii) providing Services to the participant under this Deed (i.e. the participant is a 'Participant' under this Deed); or
 - (iv) otherwise complying with this Deed; and
- (b) Third Party IT Vendors do not access, copy, disclose or use any electronic Record unless such access, copying, disclosure or use is for the purpose of assisting the Provider to comply with this Deed.

Transfer

37.8 Subject to clause 35.2(h), 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.

Retention

- 37.9 Subject to clause 35, all Records must be retained by the Provider for a period of no less than seven years after the creation of the Record, unless otherwise specified in the Records Management Instructions or advised by the Department.
- 37.10 At the Completion Date, the Provider must manage all Records in accordance with the Records Management Instructions or as otherwise directed by the Department.

Destruction

37.11 The Provider must:

- (a) not destroy or otherwise dispose of Records, except in accordance with the relevant Records Management Instructions, or as otherwise directed by the Department; and
- (b) provide a list to the Department of any Records that have been destroyed, as directed by the Department.

Third Party IT Vendors

- 37.12 If any Third Party IT Vendor creates or maintains Records in association with the delivery of 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. Access by Participants and Employers to Records held by the Provider

- 38.1 Subject to this clause 38, the Provider must allow Participants and Employers who are individuals to access Records that contain their own Personal Information, and provide them with copies of such Records if they require, except to the extent that Commonwealth legislation would, if the Records were in the possession of the Commonwealth, require or authorise the refusal of such access by the Commonwealth including Records of the type set out in clause 38.3.
- 38.2 The Provider must, in providing access to the requested Records in accordance with clause 38.1:
- (a) ensure that the relevant Participant or Employer requesting the access in clause 38.1 provides proof of identity before access is given to the requested Records; and
 - (b) notate the relevant files with details of the Records to which access was provided, the name of the person granted access and the date and time of such access.
- 38.3 Where a Participant or an Employer requests access to records containing information falling within the following categories:
- (a) records also containing information about another person;
 - (b) medical/psychiatric records (other than those actually supplied by the Participant or Employer, or where it is clear that the Participant has a copy or has previously sighted a copy of the records);
 - (c) psychological records; and
 - (d) information provided by other third parties,
- the request must be directed by the Provider to the Department for consideration.
- 38.4 The Provider must comply with any direction given by the Department in relation to the provision, or refusal, of access to Records held by the Provider to a Participant or Employer.

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

- 39.1 In this clause 39, 'document' has the same meaning as in the *Freedom of Information Act 1982 (Cth)*.
- 39.2 The Provider agrees that:
- (a) where the Department has received a request for access to a document created by, or in the possession of the Provider, any Subcontractor or any Third Party IT Vendor, the Department may, at any time, by Notice, require the Provider to provide the document to the Department and the Provider must, at no additional cost to the Department, promptly comply with the Notice;

- (b) the Provider must assist the Department in respect of the Department's obligations under the *Freedom of Information Act 1982* (Cth), as required by the Department; and
- (c) the Provider must include in any Subcontract, or contract with a Third Party IT Vendor, provisions that will enable the Provider to comply with its obligations under this clause 39.

40. Access to premises and Records

40.1 The Provider must at all reasonable times give or arrange for any Department Employee:

- (a) unfettered access to:
 - (i) its Sites or premises and those of any Subcontractor or Third Party IT Vendor;
 - (ii) any External IT System;
 - (iii) all Material, including that 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, as required by the relevant Department Employee, to:
 - (i) inspect its Sites or premises and those of any Subcontractor or Third Party IT Vendor;
 - (ii) inspect the performance of Services; and
 - (iii) locate, inspect, copy and remove, all Material including data stored on the Provider's information technology systems or those of any Subcontractor or Third Party IT Vendor.

40.2 Subject to clause 40.3, the obligations referred to in clause 40.1 are subject to the provision of reasonable prior notice to the Provider and compliance with the Provider's reasonable security procedures.

40.3 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
- (b) the Department is otherwise conducting Program Assurance Activities in relation to the Provider,

clause 40.2 does not apply, and Department Employees may remove and retain any Material that the Department determines is relevant to the investigation, including items stored on an electronic medium, provided that the Department returns a copy of all such Material to the Provider within a reasonable period of time.

CHAPTER A4 – DEED ADMINISTRATION

Section 4A4.1 – Indemnity and insurance

41. Indemnity

41.1 The Provider must indemnify the Department against any:

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

arising from or in connection with:

- (c) any act or omission by:
 - (i) the Provider;
 - (ii) a Subcontractor (whether or not the relevant entity is a current Subcontractor); or
 - (iii) an Activity Host Organisation engaged by the Provider other than as a Subcontractor,

in connection with this Deed, where there was fault on the part of the person whose conduct gave rise to that cost, liability, loss, damage, or expense;

- (d) any breach by the Provider of this Deed or failure to meet an undertaking given under this Deed;
- (e) any publication of the information referred to in clauses 28.5 or 61, where the published information was provided by the Provider to the Department; or
- (f) the use by the Department of the Deed Material or Existing Material, including any claims by third parties about the ownership or right to use Intellectual Property Rights or Moral Rights in Deed Material or Existing Material.

41.2 The liability of the Provider to indemnify the Department under this clause 41 will be reduced proportionately to the extent that fault on the Department's part contributed to the relevant cost, loss, damage, expense, or liability.

41.3 The Department's right to be indemnified under this clause 41 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, damage, expense or liability.

Meaning of fault

41.4 In this clause 41, 'fault' means any negligent or unlawful act or omission or wilful misconduct, including fraud.

42. Insurance

- 42.1 Subject to this clause 42 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 at clause 42.1(b)(i)(A) and the professional indemnity insurance or errors and omissions insurance at clause 42.1(d), be written on an occurrence basis:
- (a) public 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 43; 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) or death of any person (other than a liability insured under the insurance referred to at clause 42.1(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 person 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 at clause 42.1(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) or death of, any person 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);
 - (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 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 43 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 in judgement 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 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 43; 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) or death of, any person (other than a liability insured under the insurance referred to in clause 42.1(b)),
 arising out of or in connection with any products installed, repaired, serviced, 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 by the most direct route between:
 - (A) the Provider's premises and the Participant's home or Services Australia following Referral;
 - (B) the Provider's premises and job interviews; and
 - (C) the Participant's home and job interviews, following referral by the Provider; and
 - (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 liability for third party personal injury or death or loss of or damage to third party 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 42.1(a).
- 42.2 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 Employment Provider, acting reasonably, would acquire, and any other insurance cover required by law.
- 42.3 Unless otherwise agreed by the Department in writing, all insurances required under this clause 42 (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.
- 42.4 Each of the insurances required by this clause 42 (other than statutory workers compensation insurance and compulsory third party motor vehicle insurance) that insures more than one person, 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 person (but not so as to increase the overall limit of liability) (this clause does not apply to any professional indemnity or errors and omissions insurance required by this clause 42);
 - (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 persons 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 person to observe and fulfil the terms of the policy, or to comply with the terms of the policy, or to comply with that insured person's pre-contractual duty of disclosure does not prejudice the insurance of any other person 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 person for the purposes of determining rights to indemnity; and

- (e) a clause whereby notice of a claim given to the insurer by any insured person will be accepted by the insurer as notice of a claim given by all the persons insured under the policy.
- 42.5 Clauses 42.4(a), (c) and (e) do not apply to any personal accident insurance required by this clause 42.
- 42.6 In relation to the insurances specified in this clause 42, 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.
- 42.7 The Provider must Notify the Department immediately when 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 42.1(d)); or
 - (b) receives a notice of cancellation in respect of any of the insurances that the Provider is obliged to effect and maintain.
- 42.8 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 42, 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

- 42.9 Subject to clause 42.10, the Provider must obtain written independent professional advice that the insurances obtained by it and any Subcontractors pursuant to this clause 42 meets the requirements of this Deed:
 - (a) before commencing the performance of any Services and in any event within 20 Business Days of the Deed Commencement Date; and
 - (b) within 10 Business Days of the date of renewal of each of the insurances required under this Deed.
- 42.10 Where the advice referred to in clause 42.9 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.
- 42.11 Clause 42.9 does not apply to statutory workers compensation insurance or compulsory third party motor vehicle insurance.
- 42.12 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.
- 42.13 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;
 - (b) a certificate of currency; and

- (c) a copy of the independent professional advice required by clause 42.9, at any time that the Department requests.

Note: Clause 42.13 allows the Department to request information relating to the insurances of any Subcontractor of the Provider.

- 42.14 The Provider must not change, during the term of any policy, its insurer(s) unless the Department is satisfied that the change will not reduce or terminate any cover that exists prior to the proposed change and has agreed in writing to the change.

Assistance to the Department

- 42.15 The Provider must:

- (a) give full, true and particular information, in respect of any proposal for a policy of insurance (including any policy issued pursuant to any self-insurance scheme of the Commonwealth) to be effected by the Department, of all matters and things the non-disclosure of which might in any way prejudice or affect any policy or the payments of all or any benefits under a policy; and
- (b) provide all reasonable assistance to the Department, in order to facilitate the Commonwealth making a claim under any insurance policy or self-insurance scheme effected for the Commonwealth's benefit.

- 42.16 For the avoidance of doubt, the provisions of this clause 42 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 42 does not limit its liability under any other provision of this Deed.

43. Liability of the Provider to the Department

Joint and several liability

- 43.1 To the extent permitted by law, where:

- (a) more than one Party is a signatory to this Deed as the Provider – each of those Parties;
 - (b) the Provider is a partnership – each partner; or
 - (c) the Provider is a Tendering Group – each member of the Tendering Group;
- is jointly and severally liable for:
- (d) the performance of all of the obligations of the Provider under this Deed; and
 - (e) all losses caused by any Subcontractor engaged for the purpose of this Deed.

Proportionate liability

- 43.2 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 68, this clause 43.2 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 68 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.

44. Special rules about Tendering Groups

44.1 If the Provider is a Tendering Group, the Provider:

- (a) agrees that its members are as specified at item 6.9 or 8.11 of Schedule 1, as relevant;
- (b) warrants that each of its members have given their authority to the member named in the Particulars as the Tendering Group's lead member to negotiate, bind and act on that member's behalf in relation to this Deed and any variations thereto; and
- (c) must not change its membership without the Department agreeing in writing, and the Provider complying with any direction from the Department in relation to the change.

Section A4.2 – Changes in persons delivering Services

45. Corporate governance

45.1 The Provider must provide a copy of its Constitution to the Department upon request.

45.2 The Provider must:

- (a) inform 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 its ability to comply with the Provider's obligations under this Deed; and
 - (ii) to the membership of its board of Directors, board of management or executive during the Term of this Deed; and
- (b) obtain a completed credentials information form (as supplied by the Department) 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.

Personnel

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

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

- (c) the person has suffered final judgment for a debt and the judgment has not been satisfied;
- (d) subject to Part VIIC of the *Crimes Act 1914* (Cth), the person has been 'convicted' 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 person was granted a free and absolute pardon because the person was wrongly convicted of the offence; or
 - (iii) the person's conviction for the offence has been quashed, in accordance with any relevant law;
- (e) the person is or was a Director or a person 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 person is otherwise prohibited from being a member or Director or employee or responsible officer of the organisation of the Provider.

45.4 Unless otherwise agreed by the Department in writing at its absolute discretion, where a person falls, or is discovered as falling, within any of clauses 45.3(a) to 45.3(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 45.3, if the Provider does not:
 - (i) transfer the person to a position that does not have a role in its management or financial administration; or
 - (ii) terminate the employment or engagement of the person or remove the person 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 person falls or has been discovered as falling within any of clauses 45.3(a) to 45.3(f), and take any action in respect of that person, that is Notified by the Department.

Note: For the avoidance of doubt, clause 45.4(b) will also apply where a person is transferred in accordance with clause 45.4(a)(i), to a role in the performance of the Services.

Change in Control of the Provider or a Material Subcontractor

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

- (a) the Provider; or
- (b) any Material Subcontractor.

- 45.6 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.
- 45.7 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) Tendering Group membership, if relevant,
- of the Provider or any Material Subcontractor, including the dates of any changes to those matters.
- 45.8 If the Provider does not:
- (a) obtain the Department's consent to a Change in Control as required by clause 45.5; or
 - (b) provide the Department with any information required by the Department in accordance with clause 45.7,
- the Department may do either or both of the following:
- (c) take action under clause 52.2; or
 - (d) terminate this Deed under clause 56.

46. Provider's Personnel

- 46.1 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 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.
- 46.2 For the purposes of clause 46.1, if the Provider is unable to provide replacement Personnel who are acceptable to the Department, the Department may terminate this Deed under clause 56.
- 46.3 The Provider must provide for, and ensure that its Personnel participate in, any training as directed by the Department.

47. External administration

- 47.1 Without limiting any other provisions of this Deed, the Provider must provide the Department, immediately upon receipt or generation by the Provider, a copy of:

- (a) any notice requiring the Provider to show cause why the Provider should not come under any form of external administration referred to in clause 47.1(b);
 - (b) any record of a decision of the Provider, notice or orders that the Provider has, or will, come under one of the forms of external administration referred to in:
 - (i) Chapter 5 of the *Corporations Act 2001* (Cth);
 - (ii) the equivalent provisions in the incorporated associations legislation of the Australian states and territories; or
 - (iii) Chapter 11 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth);
 - (c) any statutory demand within the meaning of sections 459E and 459F of the *Corporations Act 2001* (Cth);
 - (d) any proceedings initiated with a view to obtaining an order for the Provider's winding up;
 - (e) any 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;
 - (f) any 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
 - (g) being an individual, any notice that the Provider has become bankrupt or has entered into a scheme of arrangement with his or her creditors.
- 47.2 The Provider must, immediately upon the event happening, give Notice to the Department that the Provider:
- (a) has decided to place itself, or has otherwise come under, any one of the forms of external administration, referred to in clause 47.1(b); or
 - (b) is ceasing to carry on business.

48. Subcontracting

- 48.1 The Provider must not, without the Department's prior written approval:
- (a) enter into a Subcontract for the performance of any of its obligations under this Deed;
 - (b) terminate a Subcontractor who has been approved by the Department; or
 - (c) replace an approved Subcontractor with another Subcontractor.
- 48.2 In giving approval under clause 48.1, the Department may impose such terms and conditions as the Department thinks fit and the Provider must comply with any such terms and conditions.
- 48.3 The Subcontractors that the Department has approved at the Deed Commencement Date, and any terms and conditions relating to their use, are identified in items 6.10 and 8.12 of Schedule 1.
- 48.4 The Provider must ensure that any arrangement it enters into with a Subcontractor is in writing.

- 48.5 The Provider is liable to the Department for all losses caused under, or in connection with, this Deed by the acts or omissions of any Subcontractor whether or not the relevant entity is a current Subcontractor.
- 48.6 The Provider must ensure that every Subcontractor is aware of all terms and conditions of this Deed relevant to the Subcontractor's part in the provision of the Services.
- 48.7 The Provider must pay its Subcontractors in accordance with the terms of the relevant Subcontract.
- 48.8 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 cease using that Subcontractor and arrange for its replacement by Personnel or another Subcontractor acceptable to, and approved by, the Department.
- 48.9 The Provider must, in any Subcontract:
- (a) reserve a right of termination to take account of the Department's right of termination under clauses 55 and 56 and the Department's right of revocation of approval of a Subcontractor under clause 48.8, 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; and
 - (b) bind the Subcontractor, with respect to the Department, to all relevant terms and conditions of this Deed including clauses 35, 36, 37, 40, 42, 63, and 69.
- 48.10 The Provider must not enter into a Subcontract under this Deed with a Subcontractor named by the Director of the Workplace Gender Equality Agency as an employer currently not complying with the *Workplace Gender Equality Act 2012* (Cth).
- 48.11 The Department may publically disclose the names of any Subcontractors engaged to perform any of the Provider's obligations under this Deed.
- 48.12 The Provider must inform all Subcontractors that their participation in performing any of the Provider's obligations under this Deed may be publically disclosed.
- 48.13 If the Provider does not comply with this clause 48, the Department may:
- (a) take action under clause 52.2; or
 - (b) terminate this Deed under clause 56.

49. Assignment and novation

- 49.1 The Provider must not assign any of its rights under this Deed without the Department's prior written approval.
- 49.2 The Provider must not enter into an arrangement that will require the novation of this Deed, without the Department's prior written approval.

Section A4.3 – Resolving Problems

50. Dispute Resolution

- 50.1 Each Party agrees that they will:
- (a) only seek to rely on this clause in good faith, and only where the Party seeking to rely on this clause has made a reasonable assessment that the rights and

obligations of the Parties in respect of a matter subject to this clause 50, are genuinely in dispute; and

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

Informal resolution

- 50.2 Subject to clause 50.5, 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 the Joint Charter of Deed Management.

Formal resolution

- 50.3 Subject to clause 50.5, if any dispute arising in relation to this Deed cannot be resolved using the process in clause 50.2, the Parties will use the following process:

- (a) the Party claiming that there is a dispute will give the other Party a Notice setting out the nature of the dispute;
- (b) within five Business Days of receipt of the Notice under clause 50.3(a), each Party will nominate a representative who has not been previously involved in the dispute;
- (c) the Parties' representatives will try to settle the dispute by direct negotiation between them;
- (d) if the dispute is not resolved within 10 Business Days of the date on which the last Party to do so nominates a representative under clause 50.3(b), the Party claiming that there is a dispute will refer the dispute to an independent third person, as agreed between the Parties, with power to mediate and recommend some form of non-binding resolution;
- (e) if the dispute is not resolved within 10 Business Days of the date on which the dispute was referred to an independent third person in accordance with clause 50.3(d), the Party claiming that there is a dispute will refer the dispute to an independent third person, as agreed between the Parties, with power to intervene and direct some form of resolution, in which case the Parties will be bound by that resolution; and
- (f) if:
 - (i) agreement on an independent third person cannot be reached under clauses 50.3(d) or 50.3(e); or
 - (ii) the dispute is not resolved within 20 Business Days of referring the dispute to an independent third person pursuant to clause 50.3(e),either Party may commence legal proceedings.

Costs and application of this clause

- 50.4 Each Party will bear its own costs of complying with this clause 50, and the Parties must bear equally the cost of any independent third person engaged under clauses 50.3(d) and 50.3(e).

- 50.5 This clause 50 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 15, 16, 19, 20, 21, 23, 28, 29, 32, 38, 40, 45, 46, 48, 51, 52, 53, 54, 55, 56, 101 or 132;
 - (c) where the Department is conducting its own breach of contract or fraud 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.
- 50.6 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.

51. Provider suspension

- 51.1 Without limiting the Department's rights under this Deed or at law, the Department may, in addition to taking any other action available to it under clause 52, and prior to taking action under clause 56, take action under clause 52.2(a), 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, including achievement against the Employment Provider Services KPIs or the NEIS KPIs, as relevant, 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 fraudulent activity, and while the Department investigates the matter.
- 51.2 Notwithstanding any action taken by the Department under clause 51.1, the Provider must continue to perform its obligations under this Deed, unless the Department agrees otherwise in writing.

52. Remedies

- 52.1 Without limiting any other rights available to the Department under this Deed or at law, 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 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 the Deed in whole or in part under clause 56; or

- (e) this Deed otherwise provides for the Department to exercise rights under clause 52.2,

the Department may, at its absolute discretion and by providing Notice to the Provider, immediately exercise one or more of the remedies set out in clause 52.2.

52.2 The remedies that the Department may exercise are:

- (a) suspending any or all of the following, until otherwise Notified by the Department:
 - (i) Referrals in respect of some or all of the Services, including at some or all Sites;
 - (ii) any Payment under this Deed, in whole or in part;
 - (iii) access to the Employment Fund; and/or
 - (iv) access to all or part of the Department's IT Systems for the Provider, any Personnel, Subcontractor, Third Party IT Vendor, External IT System and/or other person;
- (b) terminating, or requiring the cessation of all access to the Department's IT Systems for any particular Personnel, Subcontractor, Third Party IT Vendor, External IT System or any other person;
- (c) requiring the Provider to obtain new logon IDs for any Personnel, Subcontractor, Third Party IT Vendor and/or other person, and if so required, the Provider must promptly obtain such new logons;
- (d) imposing special conditions on:
 - (i) the claiming or making of Payments;
 - (ii) access to the Employment Fund; and/or
 - (iii) the management of Records,as the Department thinks fit, and the Provider must comply with any such special conditions;
- (e) reducing or not paying specific Payments that would otherwise have been payable in respect of a relevant obligation;
- (f) reducing the total amount of any Payments, permanently or temporarily;
- (g) where the Department has already made Payments, recovering, at the Department's absolute discretion, but taking into account the extent and nature of the breach, some or all of those Payments, as a debt;
- (h) imposing additional financial or performance reporting requirements on the Provider;
- (i) reducing Business Share (including to zero in one or more Employment Regions, and by reducing Referrals to the Provider or transferring Participants to another Employment Provider);
- (j) reducing the number of NEIS Places allocated to the Provider, where relevant, permanently or temporarily;
- (k) reducing the scope of this Deed; and

- (l) taking any other action set out in this Deed.
- 52.3 If the Department takes any action under this clause 52:
 - (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.
- 52.4 For the avoidance of doubt, any reduction of Business Share, NEIS Places, Payments or the scope of this Deed under this clause 52 does not amount to a reduction of scope or termination for which compensation is payable.

53. Performance under past Commonwealth agreements

- 53.1 Where the Provider was engaged to deliver services under the Employment Services Deed 2012-2015 or any other employment services or employment related services agreements in operation within seven years prior to 1 July 2015 between the Provider and the Commonwealth (**'a past Commonwealth agreement'**) and the Department determines that the Provider:
 - (a) has failed to fulfil, or was in breach of, any of its obligations under a past Commonwealth agreement; or
 - (b) without limiting clause 53.1(a), claimed payment(s) under a past Commonwealth agreement and the requirements under the past Commonwealth agreement to be entitled to, or to qualify for the payment(s) were not fully or properly satisfied by the Provider,the Department may, at its absolute discretion and by Notice to the Provider:
 - (c) exercise one or more of the remedies set out in clause 52.2 of this Deed; or
 - (d) terminate this Deed, if the failure, breach, or conduct under clause 53.1(a) or (b) permitted the Commonwealth to terminate the relevant past Commonwealth agreement.
- 53.2 A termination of this Deed under clause 53.1(d) entitles the Department to claim damages from, and exercise any other rights against, the Provider as a result of that termination, including Liquidated Damages under clause 54, as if the termination was for a breach of an essential term of the Deed at law.
- 53.3 Any action taken by the Department under this clause 53 does not in any way limit any rights of the Department under a past Commonwealth agreement, under this Deed (including, but not limited to, rights in relation to debts and offsetting under clause 21) or at law.

54. Liquidated damages

- 54.1 Without limiting any other rights available to the Department under this Deed or the law, 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 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 for Payments as specified in this clause at any time in a Financial Year,

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

- (c) where clause 54.1(a) applies, \$25,000 per limited tender or other process (excluding open tender) acceptable to the Department, and \$50,000 per open tender, used to secure an alternative Employment Provider acceptable to the Department; and
- (d) where clause 54.1(b) applies:
 - (i) \$3,000, where the Department identifies that the Provider has made 100 to 149 invalid claims in a Financial Year;
 - (ii) \$6,250, where the Department identifies that the Provider has made 150 to 199 invalid claims in a Financial Year;
 - (iii) \$9,750, where the Department identifies that the Provider has made 200 to 249 invalid claims in a Financial Year; and
 - (iv) \$13,500, where the Department identifies that the Provider has made 250 or more invalid claims in a Financial Year, and for every 50 invalid claims the Department identifies that the Provider has made in excess of 250 in a Financial Year, an additional amount of \$3,750 per 50 such invalid claims will apply.

Note 1: for the purposes of clause 54.1(b) and (d), and by way of example, the total amount payable for 350 invalid claims made in a Financial Year would be \$21,000.

Note 2: for the purposes of clause 54.1(b) and (d), the amount of Liquidated Damages that the Department may require the Provider to pay at a particular time will depend on whether the number of invalid claims are identified by the Department at one time, or at various times throughout the relevant Financial Year. For example, if the Department identifies that the Provider has made 100 invalid claims during the first three months of a Financial Year and requires the Provider to pay Liquidated Damages in the amount of \$3,000, and later determines that the Provider has made a further 100 invalid claims in the relevant Financial Year, the Department may only require the Provider to pay the difference between the amounts specified at clauses 54.1(d)(iii) and 54.1(d)(i), namely \$6,750 (that is, the Provider would be liable to pay \$9,750 to the Department for that Financial Year in total).

54.2 Where clause 54.1(a) or (b) applies, the Parties agree that all relevant loss and damage 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 loss incurred by the Commonwealth in relation to:

- (a) in the case of clause 54.1(a), identifying, selecting and entering into contractual relations with an alternative Employment Provider to provide services at the relevant Site(s), and transferring Participants, records, monies and relevant materials to the alternative Employment Provider; and
- (b) in the case of clause 54.1(b), the administrative costs in processing and resolving invalid claims for Payments.

54.3 For the avoidance of doubt:

- (a) clause 54.1(a) does not apply where the Department reallocates business at the relevant Site(s) without going to tender;
- (b) clause 54.1(b) does not apply where the Provider self identifies invalid claims for Payments 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 21, if and when the Commonwealth Notifies the Provider that it elects to recover the Liquidated Damages as a debt under clause 21.

55. Termination or reduction in scope with costs

55.1 The Department may, at any time by Notice to the Provider, terminate this Deed in whole or in part, or reduce the scope of any part, or all of this Deed, without prejudice to the rights, liabilities, or obligations of either Party accruing before the date on which the termination or reduction takes effect.

55.2 If this Deed is terminated in whole or part or reduced in scope under this clause 55.1, the Department is only liable for:

- (a) payment of Fees as set out in clause 55.3; and
- (b) subject to clauses 55.6, 55.7, 55.8 and 55.9, any reasonable, unavoidable costs actually incurred by the Provider and directly attributable to the termination, in whole or in part, or a reduction in scope of this Deed.

Payments

55.3 Subject to clause 55.4, where the Department terminates this Deed in whole or in part or reduces the scope of this Deed, under clause 55.1:

- (a) the Department will only be liable to make Payments which are properly due to the Provider before the date on which the termination or reduction in scope takes effect;
- (b) any Payments that would have been Payments in advance will abate according to the extent that they relate to the conduct of the Services after the date on which the termination or reduction in scope takes effect; and
- (c) the Department will be entitled to recover from the Provider any Payments paid in advance that relate to the conduct of the Services after the date on which the termination or reduction in scope takes effect.

Reimbursements

55.4 Where the Department terminates this Deed in whole or in part, or reduces the scope of this Deed, under clause 55.1, the Department will only be liable to make Reimbursements to the extent that relevant monies have been legally committed by the Provider before receipt of the notice of termination, or as otherwise commensurate with any reduction in scope of any part, or all of this Deed.

Provider's obligations

- 55.5 Upon receipt of a Notice of termination or reduction in scope under this clause 55, the Provider must:
- (a) cease or reduce the performance of this Deed in accordance with the Notice;
 - (b) not legally commit any further monies;
 - (c) immediately return to the Department any Payments in accordance with clause 55.3(c);
 - (d) immediately do everything possible to mitigate all losses, costs, and expenses, arising from the termination or reduction in scope contained in the Notice; and
 - (e) continue work on any part of the Services not affected by the Notice.

Abatement of the Payments

- 55.6 If there is a reduction in scope of this Deed, the Department's liability to pay any part of the Payments will, unless otherwise agreed, abate proportionately to the reduction in the obligations under this Deed.

Limit on compensation

- 55.7 The Department's liability to pay any compensation under or in relation to this clause 55 is subject to the Provider's:

- (a) strict compliance with this clause 55; and
- (b) substantiation of any amounts claimed under clause 55.3.

- 55.8 The Department will not be liable:

- (a) to pay compensation for loss of prospective profits attributable to a termination or reduction in scope under this clause 55;
- (b) for loss of any benefits that would have been conferred on the Provider had a termination or a reduction in scope made under this clause 55 not occurred; or
- (c) for 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 made under this clause 55.

- 55.9 In addition, in relation to a reduction in scope under this clause 55, 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; 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 reduction in scope takes place.

- 55.10 If the Department terminates, or reduces the scope of, this Deed under this clause 55:

- (a) the Department's actions will not constitute a breach of this Deed; and

- (b) the Parties agree that the amounts payable to the Provider under this clause 55, represent a reasonable pre-estimate of any loss that may be incurred by the Provider.

56. Termination for default

56.1 The Department may terminate this Deed in whole or in part, by giving Notice to the Provider, if any of the following events or matters arise:

- (a) 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);
- (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) the Provider fails to comply with a statutory demand within the meaning of sections 459E and 459F of the *Corporations Act 2001* (Cth);
- (d) to the extent permitted by law, any event referred to in clause 47 occurs, other than an event under clause 47.1(c);
- (e) the Department becomes aware of any information which indicates that, prior to entering into this Deed, the Provider has, including in any tender response to the request for tender for this Deed:
 - (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, andthe Department is satisfied that such information may have affected the Department's decision to enter into this Deed or any action taken by the Department under this Deed;
- (f) notice is served on the Provider or proceedings are taken to cancel its incorporation or cancel its registration or to dissolve the Provider as a legal entity; or

Note: For the avoidance of doubt, clause 56.1(f) does not apply where a Provider has transferred its incorporation or registration in accordance with the legislation under which it is incorporated or registered.

- (g) the Department becomes expressly entitled to terminate this Deed under any other provision of this Deed (excluding clause 55) including under any other provision of this Deed which gives the Department the right to terminate under this clause 56.

56.2 Subject to clause 56.3, where the Department terminates this Deed in whole or in part under clause 56.1:

- (a) the Department is liable to pay Payments and entitled to recover Payments as set out in clause 55.3; and
- (b) clauses 55.4 and 55.5 apply as if the Deed were terminated in accordance with clause 55.1.

- 56.3 Clause 56.1 does not limit or exclude any of the Department's other rights under this Deed or at law, including the right to recover any other amounts from the Provider on termination of this Deed, the right to reduce (including to zero) payments due on termination on the basis of breach or poor performance, or any rights of offset.

Section A4.4 – Other matters

57. Transition out

Transition Period

- 57.1 The Department may Notify the Provider of a Transition Period at any time and for any reason.
- 57.2 If there is:
- (a) any form of procurement or other process after the Deed Commencement Date, under which the Commonwealth seeks the delivery of the Services or services similar to the Services for a new period commencing after the Completion Date, and the Provider:
 - (i) does not submit a response to this process;
 - (ii) refuses an offer to provide further services;
 - (iii) is not successful in obtaining a further agreement;
 - (iv) is successful in obtaining a subsequent agreement, but the subsequent agreement does not require the Provider to provide the Services, or services similar to the Services, on the same or similar terms and conditions for which the Provider is contracted to deliver Services under this Deed,from the date of the announcement of the allocation of agreements or business to new Employment Providers, or earlier if both Parties agree; or
 - (b) any other situation in which the Provider will not be providing the same level of services to the Department after the Completion Date,
- the Department may, at its absolute discretion, Notify the Provider that:
- (c) the Department is ceasing or reducing the number of Referrals to the Provider, or in the case of a NEIS Provider, the number of NEIS Places;
 - (d) the Services, or a part of the Services, are not to be provided; and/or
 - (e) 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.
- 57.3 Unless notified otherwise by the Department, the Provider must, during the Transition Period, continue to provide all Services which is it required to provide under this Deed.
- 57.4 If the Provider will be providing services to the Department similar to the Services after the Completion Date, the Department may, during the Transition Period:
- (a) increase the number of Referrals and transfer Participants to the Provider;
 - (b) negotiate with the Provider in relation to gap filling in accordance with clause 13; and

- (c) take any other action to facilitate transition of business or Participants to the Provider, or to transition the Provider to services after the Completion Date.

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

- 57.5 The Provider must, if directed by the Department, provide sufficient assistance and cooperation to any person nominated by the Department to enable services to continue to be provided to Participants who are transferred to another employment services provider:
- (a) on the termination of this Deed in whole or in part before the Completion Date;
 - (b) at the Completion Date;
 - (c) in accordance with clauses 80 and 81; or
 - (d) at any time for any other reason.
- 57.6 The sufficient assistance and cooperation the Provider must provide under clause 57.5 includes complying with the Department's directions in relation to:
- (a) the transfer or destruction 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 person nominated by the Department, or to the Department.

58. Indigenous Procurement Policy

- 58.1 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.
- 58.2 For the purposes of clause 58.1(a), purchases from Indigenous Enterprises may be in the form of engagement of an Indigenous Enterprise as a Subcontractor, and/or use of Indigenous Enterprises in the Provider's supply chain.

Note 1: 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 (for further information, see the Indigenous Procurement Policy <https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp>).

59. Aboriginal and Torres Strait Islander peoples

- 59.1 The Provider must:
- (a) by 1 July 2015, develop an indigenous employment strategy which is designed to attract, develop, and retain Aboriginal or Torres Strait Islander persons as employees within the Provider's Own Organisation;
 - (b) implement and maintain that strategy for the Term of this Deed; and
 - (c) provide a copy of this strategy to the Department on request.
- 59.2 The Provider must work in partnership with Jobs, Land and Economy Programme 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.

- 59.3 The Provider may enter into agreements with relevant Jobs, Land and Economy Programme 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 Programme projects.

60. Acknowledgement and promotion

- 60.1 The Provider must:

- (a) in all publications, and in 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 promotion and style guidelines issued by the Department;
 - (ii) use badging and signage in accordance with any Guidelines; and
 - (iii) acknowledge the financial and other support the Provider has received from the Commonwealth, in the manner consistent with any Guidelines; and
- (b) deliver to the Department (at the Department's request and at the Provider's own cost) copies of all promotional, publicity and advertising Materials that the Provider has developed for the purposes of this Deed.

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

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

- 61.1 The Department may, by any means, publicise and report on the Services and on the awarding of this Deed to the Provider, including the name of the Provider, the amounts of Fees paid, or expected to be paid to the Provider, and a description of the Services.
- 61.2 Where the Department identifies best practice on the part of the Provider, the Department may disseminate advice of such best practice to any other person, including other Employment Providers or NEST Providers.

62. Conflict of interest

- 62.1 The Provider warrants that, to the best of its knowledge and belief after making diligent inquiries, at the Deed Commencement Date, no Conflict exists, or is likely to arise, in the performance of its obligations under this Deed.
- 62.2 The Provider must not during this Deed enter into, or engage in, any arrangement, scheme or contract, however described, which may cause a Conflict in the performance of its obligations under this Deed.
- 62.3 If, during the Term of this Deed, a Conflict arises, or is likely to arise, including as determined and Notified by the Department, the Provider must:
- (a) immediately Notify the Department of the Conflict and the steps that the Provider proposes to take to resolve or otherwise deal with the Conflict;

- (b) make full disclosure to the Department of all relevant information relating to the Conflict; and
 - (c) take such steps as the Department may reasonably require to resolve or otherwise deal with the Conflict.
- 62.4 If the Provider:
 - (a) fails to take action in accordance with this clause 62; and/or
 - (b) is unable or unwilling to resolve or deal with the Conflict as reasonably required by the Department,the Department may terminate this Deed under clause 56.

63. Negation of employment, partnership and agency

- 63.1 The Provider, its Personnel, agents, Subcontractors and Third Party IT Vendors are not, by virtue of this Deed or any Subcontract, or for any purpose, deemed to be, Department Employees, agents or subcontractors or otherwise able to bind or represent the Commonwealth.
- 63.2 Subject to this Deed, the Provider must not represent itself, and must ensure that its Personnel, agents, Subcontractors and Third Party IT Vendors do not represent themselves, as being Department Employees, agents or subcontractors or as otherwise able to bind or represent the Commonwealth.

64. Waiver

- 64.1 If either Party does not exercise (or delays in exercising) any rights under this Deed, that failure or delay does not operate as a waiver of those rights.
- 64.2 A single or partial exercise by either Party of any of its rights under this Deed does not prevent the further exercise of any right.
- 64.3 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.
- 64.4 In this clause 64, 'rights' means rights provided by this Deed, or at law.

65. Severance

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

66. Entire agreement

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

67. Variation of Deed

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

68. Applicable law and jurisdiction

- 68.1 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.
- 68.2 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.

69. Compliance with laws and government policies

- 69.1 The Provider must, in carrying out its obligations under this Deed, comply with:
- (a) all relevant laws and requirements of any Commonwealth, state, territory or local authority, including the WHS Laws and the *Workplace Gender Equality Act 2012* (Cth); and
 - (b) any Commonwealth policies Notified by the Department to the Provider in writing, referred to or made available by the Department to the Provider (including by reference to an internet site), including any listed in this Deed.
- 69.2 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)

- 69.3 Clauses 69.4 to 69.5 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').
- 69.4 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.
- 69.5 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

- 69.6 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 person having authority under the WHS Laws to do so;
 - (c) communicate, consult 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; and
 - (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 person under the WHS Laws, within 24 hours of receiving any such notice or correspondence.

69.7 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.

70. Use of interpreters

70.1 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.

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

- 70.3 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.
- 70.4 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.

71. Notices

- 71.1 A Party giving Notice or Notifying under this Deed must do so in writing, or by email, addressed to the Account Manager or the Contact Person, as relevant, and if:
- (a) in writing, the Notice must be hand delivered or sent by pre-paid post to the street address;
 - (b) by email, the Notice must be sent to the email address of the Account Manager or the Contact Person, as relevant.
- 71.2 A Notice given in accordance with clause 71.1 is taken to be received:
- (a) if hand delivered, on delivery;
 - (b) if sent by pre-paid post, 5 Business Days after the date of posting, unless it has been received earlier; and
 - (c) if sent by email, upon actual receipt by the addressee.
- 71.3 For the purposes of this clause 71, the Account Manager's and the Contact Person's address details are as specified in items 1 and 2 of Schedule 1.

Annexure A1 – Definitions

Social Security Law definitions

The terms **‘Carer Payment’**, **‘Disability Support Pension’**, **‘Income Support Payment’**, **‘JobSeeker Payment’**, **‘Mutual Obligation Failure’**, **‘Newstart Allowance’**, **‘Parenting Payment’**, **‘Partial Capacity to Work’**, **‘Partner Service Pension’**, **‘Pension Age’**, **‘Principal Carer’**, **‘Reasonable Excuse’**, **‘Reconnection Requirement’**, **‘Unemployment Failure’**, **‘Work Refusal Failure’** and **‘Youth Allowance’** have, or where relevant, had, the meanings given to them, respectively and in their decapitalised form, in the *Social Security Act 1991* (Cth) or the *Social Security (Administration) Act 1999* (Cth) (as relevant).

The term **‘Demerit’** has the meaning given to it, in its decapitalised form, in an instrument made under section 42AR of the *Social Security (Administration) Act 1999* (Cth) dealing with Mutual Obligation Failures.

General definitions

‘4 Week Period’ means, for Employment which satisfies the requirements of an Employment Outcome, a period of 4 Consecutive Weeks:

- (a) from the Employment Outcome Start Date; and
- (b) which does not overlap with the Outcome Period for any other Outcome that has been claimed in relation to the relevant Stream Participant by any Employment Provider or NEST Provider, except a 12 Week Period that begins from the same Employment Outcome Start Date or as otherwise provided in any Guidelines.

‘12 Week Period’ means, for Employment which satisfies the requirements of an Employment Outcome, a period of 12 Consecutive Weeks:

- (a) from the Employment Outcome Start Date; and
- (b) which does not overlap with the Outcome Period for any other Outcome that has been claimed in relation to the relevant Stream Participant by any Employment Provider or NEST Provider, except a 4 Week Period that begins from the same Employment Outcome Start Date or as otherwise provided in any Guidelines.

‘26 Week Period’ means, for Employment which satisfies the requirements for an Employment Outcome, a period of 14 Consecutive Weeks which:

- (a) follows and is in addition to the completion of a 12 Week Period; and
- (b) does not overlap with the Outcome Period for any other Outcome that has been claimed in relation to the relevant Stream Participant by any Employment Provider or NEST Provider, except as otherwise provided in any Guidelines.

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

‘Aboriginal or Torres Strait Islander person’ means a person 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 an Aboriginal and/or Torres Strait Islander person; and
- (d) is accepted as such in the community in which the person lives or has lived.

‘Acceptable Reason’ means that a Fully Eligible Participant (Mutual Obligation):

- (a) has notified the Provider, before the start time scheduled for a Mutual Obligation Requirement, that the Participant is unable to satisfy the Mutual Obligation Requirement; and
- (b) the Provider is satisfied that the Participant has a Valid Reason for being unable to satisfy the Mutual Obligation Requirement.

‘Access’ includes access or facilitation of access (whether directly or indirectly), traverse, view, use, or interface with, Records or the Department’s IT Systems.

‘Account Manager’ means the person for the time being holding, occupying or performing the duties of the position specified in item 1 of Schedule 1, who has authority to receive and sign Notices and written communications for the Department under this Deed.

‘Activity’ means an activity approved by the Department and specified in Section B3.2 and any Guidelines.

‘Activity Host Organisation’ means an organisation that hosts an Activity, but does not include:

- (a) a Launch into Work Organisation in relation to its delivery of a Launch into Work Placement;
- (b) an EST Provider in relation to its delivery of an EST Course;
- (c) a CTA Provider in relation to its delivery of a CTA Course;
- (d) an LJP Activity Host in relation to its delivery of an LJP Activity; or
- (e) a SEE Provider in relation to its delivery of a SEE Training Course.

Note: For the avoidance of doubt, where applicable, an Activity Host Organisation could include a Related Entity or the Provider.

‘Activity Host Organisation Agreement’ means a written and signed agreement between the Provider and an Activity Host Organisation in relation to the provision of Activities, in accordance with any Guidelines.

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

‘Administration Fees’ means the Fees, set out in Table 2A in Annexure B2, paid in accordance with clause 123 for the provision of all Employment Provider Services except those expressly related to HTS jobactive Outcomes, Employment Outcomes and Education Outcomes.

‘Administration Fee Period’ means a sequential period of six months during the Payment Period.

‘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.

‘Annual Activity Requirement’ means the number of hours that a Fully Eligible Participant must participate in Activities in the Work for the Dole Phase, as specified in any Guidelines or otherwise advised by the Department.

‘Appointment’ means a date and time for a Contact recorded in the Electronic Calendar.

‘Assessment’ means a formal assessment of a Stream Participant’s level of disadvantage (which, among other things, determines the Stream under which Services will be provided to the Stream Participant) conducted by:

- (a) Services Australia, using the JSCI and/or an ESAt or JCA;
- (b) a Provider, using the JSCI; or
- (c) a Stream Participant, using the Job Seeker Snapshot.

‘Asset’ means any item of tangible property which has a value equal to or greater than \$1,000 inclusive of GST (at the time it is purchased) and is purchased with the use of a Work for the Dole Fee and/or a DES Work for the Dole Payment for the purpose or as a result of a Group Based Activity, including where the Provider is acting as the Activity Host Organisation.

Note 1: For the avoidance of doubt, and subject to any Guidelines, Asset does not include property provided for the exclusive and individual use of a Fully Eligible Participant or a third party.

Note 2: Fixed items created for the purpose or as a result of the Work for the Dole activity are not an Asset (e.g. a pergola, pathway, fixed fence or other structure).

‘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 person appointed to the position of that name and responsible for the administration of the Privacy Act under relevant legislation.

‘Authorised Officer’ means a person who is an ‘authorised officer’ as defined under the *Public Interest Disclosure Act 2013* (Cth).

‘Basic Rate’ has the meaning given to the term ‘basic rate’ by the *Social Security Act 1991* (Cth), where the term applies in relation to the payment of Income Support Payments.

‘Broker’ means to acquire Activities from an Activity Host Organisation or a Supervisor, without the payment of money, and in accordance with any Guidelines.

‘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.

‘Business Share’ means, in relation to Employment Provider Services, the proportion of Fully Eligible Participants for each Employment Region specified in item 6.2 of Schedule 1.

‘Capability Assessment’ means an assessment by Services Australia to ensure that the Mutual Obligations Requirements specified in the Participant’s Job Plan are appropriate to their circumstances and the Participant is capable of meeting them.

‘Capability Interview’ means a contact between an Employment Provider, Other Program Provider or the Digital Services Contact Centre, and a jobactive or Other Program participant, as relevant, to ensure that the Mutual Obligation Requirements specified in the

participant's Job Plan or other employment pathway plan under the *Social Security Act 1991* (Cth) are appropriate to their circumstances and the participant is capable of meeting them.

'Capability Management Tool' means the tool used by Providers to review a Stream Participant's barriers and vulnerability indicators, and to recommend interventions and services.

'Career Transition Assistance' or **'CTA'** means the services provided by CTA Providers.

'Case Management Phase' means the SPI Case Management Phase, Stream A Case Management Phase, Stream B Case Management Phase and Stream C Case Management Phase.

'Certification Audit' means an audit of the Provider, undertaken by a Quality Auditor in accordance with any Guidelines, to determine whether the Provider adheres to the Quality Principles.

'Certification Report' means a complete and unedited report by a Quality Auditor resulting from a Certification Audit.

'Change in Control' means:

- (a) subject to paragraph (b) below, in relation to a Corporation, a change in any of the following:
 - (i) Control of more than one half of the voting rights attaching to shares in the Corporation, whether due to one or a series of transactions occurring together or on different occasions;
 - (ii) Control of more than one half of the issued share capital of the Corporation, whether due to one or a series of transactions occurring together or on different occasions, excluding any part of the issued share capital which carries no right to participate beyond receipt of an amount in the distribution of either profit or capital; or
 - (iii) Control of 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;
- (e) in relation to a Tendering Group:

- (i) any change in the membership of the Tendering Group;
- (ii) a change of the lead member of the Tendering Group, if the Tendering Group has appointed a lead member for the purposes of this Deed; or
- (iii) a Change in Control as defined in paragraphs (a) to (d) above in any member of the Tendering Group.

‘Change of Circumstances Reassessment’ means a reassessment of a Stream Participant’s level of disadvantage, which is arranged in accordance with clause 79 and results in specification of the Stream in which Employment Provider Services will be provided to the Stream Participant.

‘Child’ means a person under the age of 18 years, and ‘Children’ has a corresponding meaning.

‘Child-Related Personnel’ means any Personnel or Supervisor involved, or who may be involved, with the Services, including any Activity (other than EST, CTA, a Launch into Work Placement or an LJP Activity), 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 8.1A and 8.1B of the Deed.

‘Claims Processing Training’ means the online training provided by the Department for Providers in relation to the processing of claims for Payment.

‘Commence’ or **‘Commencement’** means for Stream Participants, the time at which the Provider has recorded either the completion of the Initial Interview (which includes entering into, or updating, a Job Plan, as relevant) or the completion of an Initial Interview for a New Stream, whichever is relevant, on the Department’s IT Systems.

‘Commercially Viable’ means that a NEIS Business is likely to provide a net income of at least equal to the single 22 or over, no children Basic Rate of JobSeeker Payment, or such other rate as advised by the Department in writing, by the end of 52 weeks from commencement on NEIS Assistance for each NEIS Participant in the business.

‘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 General Guidelines](https://www.pmc.gov.au/government/commonwealth-coat-arms) (<https://www.pmc.gov.au/government/commonwealth-coat-arms>).

‘Commonwealth Material’ means any Material provided by the Department to the Provider for the purposes of this Deed and Material which is copied or derived from Material so provided, and includes Commonwealth Records.

‘Commonwealth Records’ means any Records provided by the Department to the Provider for the purposes of this Deed, and includes Records which are copied or derived from Records so provided.

‘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.

‘Community Support Project’ means an activity which may occur on private property and which contributes to recovery efforts following a disaster event in local communities, or an

activity for nationally significant projects at a local level, as specified in any Guidelines or advised by the Department.

‘Competent Person’ means a person 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 Placement’ means an Activity arranged by a Workshop Provider and an Employment Provider for a Stream Participant who has completed a Workshop in accordance with clauses 97.2 and 107.1A.

‘Complementary Service’ means an employment or training program administered by the Commonwealth, including the Department, or provided by a state or territory government (including by state or territory government funded providers), as advised by the Department, which the Provider may access to provide additional specialised assistance to a Fully Eligible Participant.

‘Complete’ or **‘Completed’** means, in relation to a PaTH Internship, that the relevant PaTH Intern has Participated in the PaTH Internship for the full PaTH Internship Period.

‘Completion Date’ means either:

- (a) the day after 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 after the day on which this Deed is terminated.

‘Compliance Activities’ means intensive activities of 200 hours over eight weeks at 50 hours per fortnight, generally with some participation required every Business Day, or as otherwise directed by Services Australia.

‘Compliance Indicator’ means an indicator to assess whether claims for Payments have been made and processed, and the Services have been conducted, in compliance with this Deed, as calculated by the Department at its absolute discretion.

‘Condition of Offer’ means a condition placed by the Department on its offer of this Deed to the Provider.

‘Confidential Information’ means all information that the Parties agree to treat as confidential by Notice to each other after the Deed Commencement Date; or that the Parties know, or ought reasonably to know, is confidential to each other.

‘Conflict’ refers to a conflict of interest, or risk of a conflict of interest, or an apparent conflict of interest arising through the Provider engaging in any activity or obtaining any interest that may interfere with or restrict the Provider in performing the Services to the Department fairly and independently.

‘Conformity Assessment Body’ means a third party assessment organisation appointed by the Department to its QAF Auditor List.

‘Connections for Quality Indicator’ means an indicator, specified as such in any Guidelines, that demonstrates linkages to wrap around servicing, engagement with Employers and services offered to Participants, particularly those with multiple disadvantages.

‘Consecutive Weeks’ means a continuous period of weeks broken only by one or more Permissible Breaks, except in the case of Partial Outcomes where no Permissible Breaks are permitted, 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 Stream Participant in accordance with clause 84.

‘Contact Person’ means the person specified in item 2 of Schedule 1 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 2001* (Cth).

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

‘Corrective Action Plan’ means a plan developed by the Provider, in accordance with any Guidelines and agreed by the Quality Auditor, for the purposes of addressing one or more Non-conformances.

‘Customer’ includes a Participant, potential Participant, Employer and any other user of the Services.

‘CTA Course’ means a course delivered by a CTA Provider that provides Participants with Career Transition Assistance as described in the Career Transition Assistance Trial Panel Deed 2018-2022 or as described in the Career Transition Assistance Panel Deed 2019-2022, as the case may be.

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

‘CTA National Rollout’ means the establishment of the Career Transition Assistance Panel in respect of each Employment Region other than the CTA Trial Regions.

‘CTA Provider’ means an entity that is a party to a Career Transition Assistance Trial Panel Deed 2018-2022 with the Department, or an entity that is a party to a Career Transition Assistance Panel Deed 2019-2022 with the Department, as the case may be, and includes that entity’s Personnel, successors and assigns, and any constituent entities of the CTA Provider’s organisation, and includes reference to a Tendering Group contracted under either the Career Transition Assistance Trial Panel Deed 2018-2022 with the Department or the Career Transition Assistance Panel Deed 2019-2022 with the Department, as the case may be.

‘CTA Trial’ means the Career Transition Assistance Trial to be conducted by the Department from 2 July 2018 to 30 June 2022.

‘CTA Trial Region’ means any of the following regions:

- (a) Ballarat, Victoria;
- (b) Somerset, Queensland;
- (c) Central West, New South Wales;
- (d) Adelaide South, South Australia; or
- (e) Perth North, Western Australia.

‘Cybersafety Policy’ means the Department’s policy of that name as specified at clauses 32.21 to 32.25.

‘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, all Annexures, the Schedules, any Guidelines and any documents incorporated by reference.

‘Deed Commencement Date’ means the later of 1 July 2015, or the date on which this Deed is signed by the last Party to do so.

‘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 paragraph (a) above; or
- (c) copied or derived from Material referred to in paragraphs (a) or (b); and

includes all Deed Records.

‘Deed Records’ means all Records:

- (a) developed or created or required to be developed or created as part of or for the purpose of performing this Deed;
- (b) incorporated in, supplied or required to be supplied along with the Records referred to in paragraph (a) above; or
- (c) copied or derived from Records referred to in paragraphs (a) or (b); and

includes all Reports.

‘Delegate’ means:

- (a) for a ParentsNext Participant, a person engaged by the ParentsNext Participant's ParentsNext Provider; and
- (b) for all other Stream Participants, a person engaged by the Provider, who is a delegate of the Secretary of the Department under the Social Security Law.

'Department' means the Commonwealth Department of Education, Skills and Employment 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.

'Department Employee' means an employee of the Commonwealth working for the Department and:

- (a) any person notified by the Department to the Provider as being a Department Employee; and
- (b) any person authorised by law to undertake acts on behalf of the Department.

'Department's IT Systems' means the Department's IT computer system accessible by a Provider, delivered as web-browser applications optimised for Internet Explorer 11, 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 by the Department. Relevant policies are available on the Department's IT Systems through the following path: Provider Portal > jobactive> Provider Operations > IT Security & Access, or at such other location as advised by the Department.

'DES Participant' means a person who is in receipt of services from a DES Provider.

'DES Provider' means a contracted provider of services under the Disability Employment Services Deed.

'DES Work for the Dole Payment' means an amount paid by a DES Provider to a Lead Provider in relation to the placement of a DES Participant in a Work for the Dole Place.

'Digital Services Contact Centre' means the service managed by the Department to provide support to NEST Participants, OES Participants and VOEST 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 a Vulnerable Youth, Vulnerable Youth (Student), or any other person identified in any Guidelines who does not have a Referral, in accordance with clause 78 or clause 127.5 and any Guidelines.

'Director' means any of the following:

- (a) a person appointed to the position of a director or alternate director, and acting in that capacity, of a body corporate within the meaning of the *Corporations Act 2001* (Cth) regardless of the name given to their position;

- (b) a member of the governing committee of an 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) a person who would be a director of the body corporate under paragraph (a) above if the body corporate were a body corporate within the meaning of the *Corporations Act 2001* (Cth);
- (e) a person who acts in the position of a director of a body corporate;
- (f) a person whose instructions or wishes the directors of a body corporate are accustomed to acting upon, and not simply because of the person's professional capacity or business relationship with the directors or the body corporate; and
- (g) a member of the board, committee or group of persons (however described) that is responsible for managing or overseeing the affairs of the body corporate.

'Disability Employment Services' means the services provided under the Disability Employment Services Deed administered by the Department of Social Services.

'Disability Employment Services Deed' means the agreement for the provision of Disability Employment Services with the Department of Social Services.

'Disability Support Pension Recipient (Compulsory Requirements)' means a Fully Eligible Participant who is in receipt of the Disability Support Pension, is under the age of 35, and has compulsory requirements.

'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.

'Drug Test Trial Participant' means a Stream Participant who is identified as a Drug Test Trial Participant in the Department's IT Systems.

'Drug Treatment' means relevant treatment for the use of drugs, as appropriate to the Drug Test Trial Participant's circumstances, prescribed by an appropriately qualified medical professional.

'DVA War Widow/er Pension' means a pension paid to a person:

- (a) under Part II or Part IV of the *Veterans' Entitlements Act 1986* (Cth); or
- (b) who is receiving the weekly amount mentioned in paragraph 234(1)(b) of the *Military Rehabilitation Compensation Act 2004*.

'Early School Leaver' means a person who falls within the meaning given to the term 'early school leaver' by the *Social Security Act 1991* (Cth) and who has early school leaver participation requirements under the Social Security Law.

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

‘Education Outcome’ means that a Stream Participant completes:

- (a) six months of a Qualifying Education Course;
- (b) a Qualifying Training Course that is 12 weeks or more in duration; or
- (c) a Qualifying Training Course that is less than 12 weeks in duration where:
 - (i) the Qualifying Training Course leads directly to Employment that is related to the course within 8 weeks of completing the course; and
 - (ii) the Stream Participant achieves a 4 Week Period Employment Outcome,

and the relevant course was commenced when the Stream Participant:

- (d) was aged 15 to 21 years;
- (e) had not completed Year 12 or equivalent, or Certificate III; and
- (f) was not undertaking Full-Time Study.

‘Education Outcome Start Date’ means, in relation to an Education Outcome, the first day of:

- (a) six months of a Qualifying Education Course; or
- (b) a Qualifying Training Course.

‘Effective Exit’ means the automatic removal of:

- (a) a Volunteer from the Department’s IT Systems when:
 - (i) they have reached a maximum of six months Period of Service in Stream A;
 - (ii) they become a NEIS Participant; or
 - (iii) they become a Volunteer Online Employment Services Trial Participant; or
- (b) a Fully Eligible Participant from the Department’s IT Systems as being eligible for the full range of Services when:
 - (i) the Department is advised by Services Australia that the Fully Eligible Participant has stopped receiving an Income Support Payment;
 - (ii) the Department is advised by Services Australia that the Fully Eligible Participant is fully meeting their part-time Mutual Obligation Requirements and no longer needs to remain connected to the Provider;
 - (iii) the Fully Eligible Participant is commenced in Disability Employment Services or the Community Development Program or equivalent;
 - (iv) the Fully Eligible Participant becomes a NEIS Participant;
 - (v) the Fully Eligible Participant is commenced in the Time to Work Employment Service, except if the Fully Eligible Participant is a Pre-release Prisoner; or
 - (vi) the Fully Eligible Participant participates in an activity, or an event occurs in relation to the Fully Eligible Participant, that the Department may advise as being an Effective Exit.

‘Electronic Calendar’ means the electronic calendar in the Department’s IT Systems used by the Provider for managing, and/or setting dates and times for:

- (a) Referrals;
- (b) Engagements; and
- (c) referrals by the Provider to other employment services, including to Other Programs.

‘Employability Skills Training’ or ‘EST’ means the Commonwealth initiative of that name, administered by the Department, which provides eligible Stream 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 a person 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 a person contracted by the Department to provide a local point of contact for the Department and who works directly with local communities, business and stakeholders, as well as certain Participants or potential Participants where required to connect them with training and job opportunities and to link them with other existing support.

‘Employment Fund’ means funding available for the General Account.

‘Employment Outcome’ means:

- (a) a Partial Outcome; or
- (b) a Full Outcome.

‘Employment Outcome Start Date’ means:

- (a) in the case of a Stream Participant who is:
 - (i) in receipt of an Income Support Payment:
 - (A) subject to paragraph (a)(i)(B) below, the first day of the Services Australia Fortnight that applies to the Stream Participant following the relevant Job Seeker Placement Start Date; or
 - (B) if the relevant Job Seeker Placement Start Date is the first day of the Services Australia Fortnight that applies to the Stream Participant, that Job Seeker Placement Start Date; or
 - (ii) not in receipt of an Income Support Payment, the relevant Job Seeker Placement Start Date; or
- (b) as otherwise specified in any Guidelines or advised by the Department.

‘Employment Provider’ means any entity contracted to the Commonwealth to provide Employment Provider Services under the jobactive Deed 2015-2022.

‘Employment Provider Services’ means Services under Streams A to C.

‘Employment Provider Services Key Performance Indicators’ or ‘Employment Provider Services KPIs’ means the indicators specified in clause 99 or as Notified by the Department.

‘Employment Region’ means a geographical area:

- (a) identified and displayed at the [displayed at the Labour Market Information Portal \(lmip.gov.au\)](http://lmip.gov.au) 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 item 6.1 of Schedule 1.

'Employment Services Assessment' or 'ESAt' means an assessment of a Stream Participant's barriers to employment and work capacity conducted by Services Australia.

'Employment Services Tip off Line' means a telephone and email service, developed primarily for current and former employees of Employment Providers who suspect, or have evidence of incorrect claims or acceptance of Payments, or any other activities that may be a breach of the Deed that Employment Providers have signed with the Department, and which allows those persons 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 is recorded in the Electronic Calendar in accordance with clause 83A.2.

'Enterprise Agreement' has the same meaning given to it under the *Fair Work Act 2009*.

'EST Course' means a Training Block 1 Course or a Training Block 2 Course.

'EST Eligible Participant' means a Fully Eligible Participant (Mutual Obligation) who meets the eligibility requirements for EST as specified in any Guidelines.

'EST Provider' means an entity that is a party to the Employability Skills Training Services Panel Deed 2017-2022 with the Department.

'Exceptional Circumstances' means circumstances beyond the control of the Provider and/or a Stream Participant and includes:

- (a) where the Stream Participant resides in:
 - (i) an area which is affected by extreme weather conditions (if agreed to by the Department);
 - (ii) an area affected by a natural disaster; or
 - (iii) an area affected by public transport strikes;
- (b) when a Stream Participant is participating in full-time Training or Education and their participation in those activities restricts their availability to participate in an Initial Interview; or
- (c) other circumstances advised by the Department.

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

'Exemption' means circumstances recorded by Services Australia, resulting in an exemption by Services Australia from Mutual Obligation Requirements of a Fully Eligible Participant (Mutual Obligation) for a specified period of time.

‘Existing Material’ means all Material, except Commonwealth Material, 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 Material.

‘Exit’ means an exit of a Stream Participant from Employment Provider Services in accordance with clause 95.1 and **‘Exited’** has an equivalent meaning.

‘Extended Service Periods’ means one or more periods of time from the end of the Service Period.

‘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.

‘External Systems Assurance Framework’ or **‘ESAF’** means the framework of mechanisms used by the Department to get assurance over External IT Systems and includes requirements in relation to Provider IT System accreditation and Third Party IT accreditation and associated timeframes, 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.

‘Extraordinary Audit’ means a QAF Audit, for any reason, as required by the Department.

‘Extraordinary Report’ means a complete and unedited audit report by a Quality Auditor, in accordance with any Guidelines, resulting from an Extraordinary Audit.

‘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 Quarter’ means any one of the following:

- (a) 1 July to 30 September;
- (b) 1 October to 31 December;
- (c) 1 January to 31 March; or
- (d) 1 April to 30 June.

‘Financial Year’ means a period from 1 July in one year to 30 June in the following year.

‘Full Outcome’ means that, for the duration of a 4 Week Period, 12 Week Period or 26 Week Period, as relevant, a Stream Participant:

- (a) who was in receipt of JobSeeker Payment, Newstart Allowance or Youth Allowance (other) on the relevant Employment Outcome Start Date:
 - (i) generates sufficient income from Employment or Unsubsidised Self-Employment or a full-time apprenticeship or traineeship or part-time apprenticeship or traineeship to have caused the Fully Eligible Participant's Basic Rate of JobSeeker

Payment, Newstart Allowance or Youth Allowance (other), as relevant, to cease;
or

- (ii) remains each week in a full-time apprenticeship or traineeship;
- (b) who was:
 - (i) receiving JobSeeker Payment, Newstart Allowance, Youth Allowance (other) or Parenting Payment (Partnered or Single) with part-time Mutual Obligation Requirements; and
 - (ii) identified on the Department's IT Systems as a parent or as having a disability, on the relevant Employment Outcome Start Date, is, for at least 30 hours or more each fortnight, in Employment, Unsubsidised Self-Employment or an apprenticeship or a traineeship;
- (c) who is:
 - (i) not in receipt of JobSeeker Payment, Newstart Allowance, Youth Allowance (Other) or Parenting Payment and is not otherwise identified in paragraphs (d) or (e) below; or
 - (ii) a Disability Support Pension Recipient (Compulsory Requirement); and is in Employment, Unsubsidised Self-Employment or an apprenticeship or a traineeship for at least 80 hours over a 4 Week Period, or 240 hours over a 12 Week Period, and 280 hours over a 26 Week Period;
- (d) who was identified on the Department's IT Systems on the relevant Employment Outcome Start Date as having a disability and a Partial Capacity to Work, is in Employment, Unsubsidised Self-Employment or an apprenticeship or a traineeship that equals or exceeds the minimum number of hours per week in the range as assessed by Services Australia through an ESAT or JCA, but is not less than eight hours of work each week;
- (e) who:
 - (i) was in receipt of a Parenting Payment (Partnered or Single) without Mutual Obligation Requirements, or Carer Payment on the relevant Employment Outcome Start Date; and
 - (ii) chooses to work reduced hours due to caring responsibilities (this choice being identified on the Department's IT Systems on or before the relevant Employment Outcome Start Date),is in Employment, Unsubsidised Self-Employment or an apprenticeship or a traineeship for at least 30 hours each fortnight;
- (f) who was in receipt of any Income Support Payment, has, and maintains, a Significant Increase in Income; or
- (g) meets the requirements for any other event that the Department may Notify the Provider of as being a Full Outcome.

'Full Outcome Conversion' means a change, as specified in any Guidelines, in a Stream Participant's Employment and the change:

- (a) occurs during a 26 Week Period;
- (b) is permanent and results in a Full Outcome; and
- (c) is recorded on the Department's IT Systems in accordance with any Guidelines.

'Full-Time' means:

- (a) for a Site, Monday to Friday from 9am to 5pm daily on Business Days, or as otherwise agreed with the Department; and
- (b) for a NEIS Business, the number of hours as a minimum, as set out in any Guidelines, a NEIS Participant must work in their NEIS Business.

'Full-Time Study' means:

- (a) a university course that, for the purposes of the Higher Education Contribution Scheme, represents a standard student load for the equivalent of a full-time student;
- (b) a course that is at least 15 class contact hours a week; or
- (c) a course determined as being full-time by the relevant educational institution.

'Fully Eligible Participant' means a person, who is identified by Services Australia, the Department, or the Provider on the Department's IT Systems as fully eligible for all Employment Provider Services, and includes a Fully Eligible Participant (Mutual Obligation), a Fully Eligible Participant (Voluntary), a Disability Support Pension Recipient (Compulsory Requirements) and any other person identified in any Guidelines, but excludes a Volunteer.

'Fully Eligible Participant (Mutual Obligation)' means a Fully Eligible Participant with Mutual Obligation Requirements, including an SPI Participant and any other Fully Eligible Participant as specified in any Guidelines, but excluding a Disability Support Pension Recipient (Compulsory Requirements).

'Fully Eligible Participant (Voluntary)' means a Fully Eligible Participant who:

- (a) is subject to an Exemption;
- (b) has part-time Mutual Obligation Requirements and is fully meeting his or her Mutual Obligation Requirements;
- (c) has a temporary reduced work capacity of less than 15 hours per week, as determined by an ESAt or JCA, for the period determined by an ESAt or JCA;
- (d) is a PCW Participant with a current and future work capacity of less than 15 hours per week; or
- (e) is otherwise identified by the Department as being a Fully Eligible Participant (Voluntary),

and volunteers to participate in additional activities.

'General Account' means a flexible pool of funds which is part of the Employment Fund, held by the Department and nominally credited to the Provider at the Site level, which may be accessed by Employment Providers for Reimbursement of:

- (a) purchases of goods or services which genuinely assist Stream Participants to build experience and skills to get a job; and

- (b) a Restart Wage Subsidy, Youth Wage Subsidy, Parent Wage Subsidy or Long Term Unemployed & Indigenous Wage Subsidy where the relevant Wage Subsidy Agreement was entered into on or after 2 January 2019.

‘Group Based Activity’ means a Work for the Dole activity designed for more than one Fully Eligible Participant or DES Participant, which involves carrying out tasks as part of a specific group project.

‘Group Based Activity Budget’ means the Group Based Activity budget described in clause 124.9(b)(ii).

‘Group Based Activity Overhead Costs’ means the costs directly associated with the establishment and running of a Group Based Activity, including:

- (a) the costs of Supervisors, capital equipment, transportation of Fully Eligible Participants, rent and associated infrastructure, activity materials and training;
- (b) insurance (limited only to the additional costs of insurance where the nature of a Group Based Activity means that it is not covered by Department funded insurance, or insurance that the Provider is required to obtain in accordance with clause 42, being insurance only for the period of the Group Based Activity); and
- (c) any other item as specified by the Department,

but does not include the cost of items provided to individual Fully Eligible Participants.

‘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).

‘Guide to Social Security Law’ means the [guidelines published by the Department of Social Services, \(http://guides.dss.gov.au/guide-social-security-law\)](http://guides.dss.gov.au/guide-social-security-law) as amended.

‘Guidelines’ refers to the guidelines, if any, as described in this Deed and issued by the Department, as amended by the Department.

‘Harvest Crops’ means all vegetables, fruits, grains, seeds, hops, nuts, fungi, olives, flowers, broad acre crops, sugar, sandalwood, or other specialised crops as described in any Guidelines.

‘Harvest Employer’ means an Employer whose business undertakes Harvest Work.

‘Harvest Labour Hire Firm’ means an entity which:

- (a) is contracted to provide labour to a Harvest Employer; and
- (b) is a member of the Recruitment & Consulting Services Association Australia & New Zealand, unless otherwise agreed in writing by the Department.

‘Harvest Placement’ means the placement by an HTS Provider of a Harvest Worker into a vacant position for paid Employment that involves Harvest Work in accordance with the HTS Deed.

‘Harvest Trail Services’ or **‘HTS’** means the Commonwealth program of that name (or such other name as advised by the Department), administered by the Department.

‘Harvest Trail Services Deed’ or **‘HTS Deed’** means the Harvest Trail Services Deed 2020-2023, being an agreement for the provision of HTS with the Department.

‘Harvest Work’ means work that includes one or more of the activities under the following categories:

- (a) production of Harvest Crops, including picking and pollinating;
- (b) planting and preparation for planting of Harvest Crops, including clearing and trenching;
- (c) propagation of Harvest Crops, including growing new plants from seeds;
- (d) packing shed operations;
- (e) local and immediate Harvest Crop processing; or
- (f) local storage and local transportation of Harvest Crops.

‘Harvest Worker’ means a Stream Participant who is not prohibited by law from working in Australia and has been referred to an HTS Provider by the Provider.

‘HTS 4 Week Period’ means, for Employment which satisfies the requirements of an HTS 4 Week jobactive Outcome, a period of 4 consecutive weeks:

- (a) from the HTS jobactive Outcome Start Date; and
- (b) which does not overlap with the Outcome Period for any other Outcome that has been claimed in relation to the relevant Harvest Worker by any Employment Provider or NEST Provider, except an HTS 12 Week Period or an HTS 26 Week Period, that begins from the same HTS jobactive Outcome Start Date or as otherwise provided in any Guidelines.

‘HTS 12 Week Period’ means, for Employment which satisfies the requirements of an HTS 12 Week jobactive Outcome, a period of 12 consecutive weeks:

- (a) from the HTS jobactive Outcome Start Date; and
- (b) which does not overlap with the Outcome Period for any other Outcome that has been claimed in relation to the relevant Harvest Worker by any Employment Provider or NEST Provider, except an HTS 4 Week Period or an HTS 26 Week Period, that begins from the same HTS jobactive Outcome Start Date or as otherwise provided in any Guidelines.

‘HTS 26 Week Period’ means, for Employment which satisfies the requirements of an HTS 26 Week jobactive Outcome, a period of 26 consecutive weeks:

- (a) from the HTS jobactive Outcome Start Date; and
- (b) which does not overlap with the Outcome Period for any other Outcome that has been claimed in relation to the relevant Harvest Worker by any Employment Provider or NEST Provider, except an HTS 4 Week Period or an HTS 12 Week Period, that begins from the same HTS jobactive Outcome Start Date or as otherwise provided in any Guidelines.

‘HTS 4 Week jobactive Outcome’ means that, during an HTS 4 Week Period, a Harvest Worker completes at least 80 hours of Employment in Harvest Work.

‘HTS 12 Week jobactive Outcome’ means that, during an HTS 12 Week Period, a Harvest Worker completes at least 240 hours of Employment in Harvest Work.

‘HTS 26 Week jobactive Outcome’ means that, during an HTS 26 Week Period, a Harvest Worker completes at least 520 hours of Employment in Harvest Work.

‘HTS jobactive Outcome’ means an HTS 4 Week jobactive Outcome, HTS 12 Week jobactive Outcome or HTS 26 Week jobactive Outcome, as relevant.

‘HTS jobactive Outcome Start Date’ means the date on which the Harvest Worker first commences in a Harvest Placement.

‘HTS Provider’ means a contracted provider of services under Harvest Trail Services Deed.

‘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.

‘Individual Hosted Activity’ means a Work for the Dole activity in which the Work for the Dole Place(s) are designed for individual Fully Eligible Participants or DES Participants.

‘Initial Interview’ means an initial Contact between the Provider and a Stream Participant in accordance with clause 85, and where appropriate, includes an Initial Interview for a New Stream.

‘Initial Interview for a New Stream’ means an initial Contact between the Provider and a Fully Eligible Participant when the Fully Eligible Participant has moved into a higher Stream due to a Change of Circumstances Reassessment, and in accordance with clause 85.

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

‘Intellectual Property Rights’ includes:

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

but does not include:

- (f) Moral Rights;
- (g) the non-proprietary rights of performers; or
- (h) rights in relation to confidential information.

‘Interest’ means interest calculated at 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) less 10 basis points.

‘Intervention’ means a specialist service provided by a private sector or community entity or an employment or training program administered by the Commonwealth or by a state or territory government (including by state or territory government funded providers) that the Provider may access, to provide specialised assistance to Stream Participants to increase job competitiveness or address Non-vocational Barriers.

‘jobactive’ means the Commonwealth program of that name (or such other name as advised by the Department from time to time), administered by the Department.

‘jobactive Website’ means the jobactive website that is owned and maintained by the Department and accessible via the internet.

‘Job Capacity Assessment’ or **‘JCA’** means an assessment conducted by Services Australia to determine eligibility for the Disability Support Pension and includes assessment of barriers to employment and work capacity.

‘Job Plan’ means:

- (a) for ParentsNext Participants, the plan defined as a ‘Participation Plan’ under the ParentsNext Deed; and
- (b) for all other Stream Participants, the plan described in clause 87, and which includes an employment pathway plan under the *Social Security Act 1991* (Cth) and a participation plan for Disability Support Pension recipients with compulsory requirements under the *Social Security Act 1991* (Cth), or, if the *Social Security Act 1991* (Cth) is amended, any other such plans.

‘Job Referral’ means a job opportunity that the Provider requests the Participant to act on.

‘Job Search’ means an instance of active contact with a potential Employer to apply for a job, and includes a contact by phone or in person, by submitting a written application, or by attending a job interview.

Note: Relevant job vacancies do not need to have been publically advertised to count as a Job Search. However, looking for job vacancies in newspapers or online does not count as a Job Search unless actual contact is made with the relevant potential Employer.

‘Job Search Period’ means, unless otherwise specified in any Guidelines, the first month and each successive month thereafter, of a Fully Eligible Participant’s (Mutual Obligation) or Disability Support Pension Recipient’s (Compulsory Requirements) Period of Unemployment.

‘Job Search Requirement’ means the number of Job Searches that a Fully Eligible Participant (Mutual Obligation) or a Disability Support Pension Recipient (Compulsory Requirements) must complete, as specified in any Guidelines, and which must be specified in the Participant’s Job Plan in accordance with clause 113.1.

‘Job Seeker Classification Instrument’ or **‘JSCI’** means the tool used by a Stream Participant, Services Australia or a Provider to measure the Stream Participant’s relative level of disadvantage based on the expected difficulty in finding the Stream Participant employment because of the Stream Participant’s personal circumstances and labour market skills.

‘Job Seeker Placement’ means a Vacancy or a position in an apprenticeship or a traineeship, that is recorded or lodged on the Department’s IT Systems by the Provider as being occupied by the Stream Participant in accordance with this Deed.

‘Job Seeker Placement Start Date’ means:

- (a) unless paragraphs (b), (c) or (d) below apply, the date on which the Stream Participant first commences in a Job Seeker Placement;
- (b) if the Job Seeker Placement includes an initial Paid Induction Period, either:
 - (i) the day on which the Stream Participant first commences in the Job Seeker Placement; or
 - (ii) the first day of continuous Employment following the Paid Induction Period, whichever the Provider selects;
- (c) if there is a Significant Increase in Income or a Significant Increase in Pre-Existing Employment in relation to the Job Seeker Placement, the date of the relevant significant increase which the Provider records on the Department’s IT Systems, or as otherwise specified in any Guidelines or advised by the Department; or

- (d) if the Job Seeker Placement relates to a Vacancy as described in paragraph (b) of the definition of 'Vacancy', a day selected by the Provider to be the Job Seeker Placement Start Date that is after the last day of the latest Outcome Period in relation to which the Provider has claimed or will claim a Provider Seasonal Work Incentive Payment.

'Job Seeker Snapshot' means the online version of the JSCI which may be used by a Stream Participant.

'Job Services Australia' or **'JSA'** means the Commonwealth program of that name (or such other name as advised by the Department from time to time), administered by the Department up to 30 June 2015.

'Jobs, Land and Economy Programme' means the Commonwealth program administered by the Department of Prime Minister and Cabinet which aims to get adult Aboriginal or Torres Strait Islander persons into work, foster viable indigenous businesses and assist Aboriginal or Torres Strait Islander persons to generate economic and social benefits from land and sea use and native title rights.

'Joint Charter of Deed Management' means the charter at Annexure A2 which embodies the commitment by the Department and employment services providers to work cooperatively to achieve shared goals and outcomes in the delivery of employment services.

'Launch into Work' means the Commonwealth program of that name designed to provide suitable Participants with training, mentoring and short-term, unpaid work experience in order to prepare Participants for employment.

'Launch into Work Organisation' means an organisation that hosts a Launch into Work Placement.

'Launch into Work Placement' means a placement of a Participant into a Launch into Work activity, arranged in accordance with clause 109D and any Guidelines.

'Lead Provider' means the Employment Provider or NEST Provider assigned to that role in accordance with any Guidelines.

'Liquidated Damages' means the amount that the Department may recover from a Provider in accordance with clause 54.

'Long Term Unemployed & Indigenous Wage Subsidy' means the Wage Subsidy of that name identified in any Guidelines.

'LJP Activity' means an Activity provided by an LJP Activity Host and **'LJP Activities'** has an equivalent meaning.

'LJP Activity Host' means an entity that has an agreement with the Commonwealth under which it is funded to provide an LJP Activity, amongst other things.

'LJP Activity Partnering Provider' means, in relation to an LJP Activity, the Employment Provider, NEST Provider, Transition to Work Provider or ParentsNext Provider that is the nominated partnering provider for that LJP Activity in accordance with any Guidelines.

'Local Jobs Program' or **'LJP'** means the Commonwealth program of that name, administered by the Department, designed to support the recovery of local economies through identified place-based strategies that can respond rapidly to an Employment Region's training and employment needs, and importantly, connect job seekers to local jobs.

'Major Non-conformance' means a major non-conformance with a Quality Standard or the Quality Principles in accordance with any Guidelines and as determined by the Department.

‘Malicious Code’ means any software that attempts to subvert the confidentiality, integrity or availability of a system.

‘Material’ includes equipment, software (including source code and object code), goods, and Records stored by any means including all copies and extracts of the same.

‘Material Subcontractor’ means any Subcontractor of the Provider subcontracted to perform a substantial part (as determined by the Department) of the Services.

‘Modern Award’ means a modern award made under Part 2-3 of the *Fair Work Act 2009*.

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

‘Mutual Obligation Requirement’ means the activity test, participation requirements or other requirements that a jobactive or Other Program participant must meet in order to receive an Income Support Payment, including a requirement that, if not complied with, would be a:

- (a) Mutual Obligation Failure;
 - (b) Work Refusal Failure;
 - (c) Unemployment Failure; or
 - (d) failure to meet a Reconnection Requirement,
- under the Social Security Law.

‘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*.

‘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://www.humanrights.gov.au/about/news/coag-endorses-national-principles-child-safe-organisations>).

‘National Work Experience Programme’ or **‘NWE’** means the Commonwealth program of that name, administered by the Department, which aims to provide eligible Stream Participants as specified in any Guidelines with opportunities to enhance their vocational skills and experience in a work-like environment.

‘National Work Experience Programme Placement’ or **‘NWE’ Placement’** means a short-term unpaid work experience placement that meets the eligibility requirements for a National Work Experience Programme Placement, as specified under clause 109 and any Guidelines.

‘NEIS Allowance’ means an allowance payable by the Department to a NEIS Participant in accordance with the NEIS Participant Agreement.

‘NEIS Assistance’ means the assistance provided to a NEIS Participant in accordance with this Deed, including any Guidelines:

- (a) including, where applicable, the payment of NEIS Allowance and NEIS Rental Assistance, NEIS Business Mentoring, monthly contact, business advice and counselling; and
- (b) for a period of 52 weeks (or as otherwise extended or reduced by the Department), commencing on the date on which the relevant NEIS Participant Agreement is

approved by the Department, but excluding any period during which the NEIS Participant Agreement is suspended by the Department.

‘NEIS Business’ means the NEIS Participant’s business, the details of which are set out in the schedule to the NEIS Participant Agreement, and which is to be operated in accordance with the NEIS Business Plan.

‘NEIS Business Eligibility Criteria’ means the criteria specified in any Guidelines against which a proposed NEIS Business is assessed to determine if it meets the eligibility requirements for a NEIS Business.

‘NEIS Business Mentoring’ means mentoring support provided by a NEIS Provider to a NEIS Participant and includes assistance and advice about organisational, financial and marketing issues to help the NEIS Participant to develop their business, and other requirements specified in any Guidelines.

‘NEIS Business Mentoring Report’ means a Report that provides, in accordance with any Guidelines, a description of the delivery of NEIS Business Mentoring.

‘NEIS Business Plan’ means a plan that sets out, at a minimum, how a NEIS Prospective Participant’s proposed NEIS Business and, where approved, how a NEIS Participant’s NEIS Business will operate, the business insurance required, and a forecast of the cash flow each Financial Quarter.

‘NEIS Commencement’ means the date on which a NEIS Participant commences receipt of NEIS Assistance, as identified in the Department’s IT Systems.

‘NEIS Eligible’ means that a person meets the eligibility requirements for NEIS in accordance with any Guidelines.

‘NEIS External Income’ means any gross income that the Australian Taxation Office would regard as income, received by a NEIS Participant while he or she is in receipt of NEIS Assistance, and includes types of income which satisfy the requirements in any Guidelines.

‘NEIS External Income Test’ is a test, as specified in any Guidelines, based upon the NEIS Income Statement of a NEIS Participant’s NEIS External Income, and used to determine whether the total gross NEIS External Income in a Financial Quarter is more than twice the rate of NEIS Allowance for that Financial Quarter.

‘NEIS Fee’ means the fee of \$6,015 which is payable for the provision of NEIS Services in accordance with clause 130.

‘NEIS Financial Information’ is financial information about a NEIS Business which includes any information specified in any Guidelines.

‘NEIS Income Statement’ means a correctly completed statement of a NEIS Participant’s gross NEIS External Income, and any other information specified by the Department, in a form approved by the Department.

‘NEIS Key Performance Indicators’ or **‘NEIS KPIs’** means the performance indicators for NEIS specified in clause 131, or as Notified by the Department.

‘NEIS Participant’ means a person who is a party to a current NEIS Participant Agreement and who is in receipt of NEIS Assistance.

‘NEIS Participant Agreement’ means an agreement, in a form prescribed by the Department:

- (a) entered into between a NEIS Prospective Participant and the Department; and

- (b) for a period of 52 weeks (or as otherwise extended or reduced by the Department), commencing on the date on which the relevant NEIS Participant Agreement is approved by the Department, but excluding any period during which the NEIS Participant Agreement is suspended by the Department.

‘NEIS Places’ means the maximum number of NEIS Commencements which the Provider may achieve in each Financial Year in each Employment Region as set out at item 7.2 of Schedule 1, or as otherwise agreed by the Department in writing.

‘NEIS Post-Programme Outcome’ means a situation where a NEIS Participant is verified by the Department as not being in receipt of any Income Support Payment, 13 weeks after cessation of their NEIS Participant Agreement, unless:

- (a) the NEIS Participant was previously in receipt of Parenting Payment (Single), Disability Support Pension, Carer Payment or DVA War Widow/er or Partner Service Pension; or
- (b) the NEIS Participant was not in receipt of JobSeeker Payment, Newstart Allowance, Youth Allowance or any other Income Support Payment on commencement of their NEIS Participant Agreement,

in which case, a NEIS Post-Programme Outcome only occurs if the NEIS Participant is in Employment (of at least 20 hours per week) 13 weeks after cessation of their NEIS Participant Agreement.

‘NEIS Prospective Participant’ means a person who has been assessed by the NEIS Provider as NEIS Eligible and has not executed a NEIS Participant Agreement.

‘NEIS Provider’ means any entity that is contracted by the Commonwealth to provide NEIS Services under Part C of the jobactive Deed 2015-2022, including the Provider, where relevant.

‘NEIS Rental Assistance’ means rental assistance payable by the Department to a NEIS Participant in accordance with the NEIS Participant Agreement.

‘NEIS Services’ means the Services that must be provided by the NEIS Provider to NEIS Prospective Participants and NEIS Participants in accordance with Part C and clause 97, including for the purpose of assisting NEIS Participants in establishing and running viable small businesses in accordance with any Guidelines or written instructions issued by the Department.

‘NEIS Training’ means training for a Certificate IV in Entrepreneurship and New Business or Certificate III in Entrepreneurship and New Business, or as otherwise advised by the Department, and which must be undertaken in a face to face setting, unless otherwise specified in any Guidelines.

‘NEIS Training Commencement’ means the date on which a NEIS Prospective Participant commences in NEIS Training, as identified in the Department’s IT Systems and as specified in any Guidelines.

‘New Employment Services’ or **‘NES’** means the Australian Government's new model of employment services.

‘New Employment Services Trial’ or **‘NEST’** means the trial, administered by the Department, that will test key aspects of the New Employment Services.

‘New Employment Services Trial Deed’ or ‘NEST Deed’ means the New Employment Services Trial Deed 2019-2022.

‘New Employment Services Trial Employment Region’ or ‘NEST Employment Region’ means the Employment Regions of the Mid North Coast, New South Wales, and Adelaide South, South Australia, and includes any other Employment Regions as Notified by the Department from time to time.

‘New Employment Services Trial Participant’ or ‘NEST Participant’ means a Participant who is identified as a New Employment Services Trial Participant in the Department’s IT Systems or in any Guidelines.

‘New Employment Services Trial Provider’ or ‘NEST Provider’ means an entity that is a party to a NEST Deed with the Department.

‘Non-conformance’ means a non-conformance with a Quality Standard or the Quality Principles in accordance with any Guidelines.

‘Non-conformance Report’ means a report in accordance with any Guidelines, which forms part of each Quality Report, and details Non-conformances identified in a QAF Audit.

‘Non-Payable Outcome’ means one or more of the following:

- (a) Employment, including a retail position, involving nudity or in the sex industry;
- (b) volunteer work;
- (c) Activities;
- (d) unpaid work;
- (e) a training course not eligible for Austudy, Abstudy, or Youth Allowance (Student);
- (f) a training course delivered by a training institution that is not approved to deliver the respective training course as specified on the Department’s National Register on Vocational Education and Training website (<http://www.training.gov.au>);
- (g) a training course duplicating, or having significant components similar to, employment services, such as training for work preparation or job search skills;
- (h) a job that involves taking up employment in another country, regardless of whether the salary is paid in Australian Dollars or by an Australian company;
- (i) a job involving illegal activity;
- (j) a job involving income or funds from gambling deemed to be inappropriate by the Department;
- (k) a Qualifying Education Course that started before the Commencement of the relevant Stream Participant, unless the Stream Participant is a Vulnerable Youth (Student);
- (l) Employment that started before the Commencement of the relevant Stream Participant except where a Significant Increase in Income or a Significant Increase in Pre-Existing Employment applies to the Employment;
- (m) a program, including a Work Trial program, funded by the Australian Government, or a state or territory government, including a Complementary Service and as advised by the Department;

- (n) non-ongoing Employment or a Work Trial where the Stream Participant's wages are subsidised by the Provider's own funds and the Provider subsequently seeks Reimbursement of the subsidy from the Employment Fund;
- (o) an education or training course in circumstances where the Provider has already received an Outcome Payment for that Stream Participant in the same Period of Unemployment;
- (p) a 4 Week Period Employment Outcome if:
 - (i) the Provider has claimed an Outcome Payment in relation to another Stream Participant that previously occupied the same or a similar position (the prior outcome); and
 - (ii) the Employment Outcome Start Date occurs less than 12 weeks after the end of the Outcome Period for the prior outcome;
- (q) Employment that contravenes Commonwealth, state or territory legislation or provides terms and conditions of employment which are inconsistent with the relevant workplace relations laws, or any instrument made under such laws, excluding where the Employment has not been paid in accordance with any applicable Enterprise Agreement, Modern Award or the National Minimum Wage;
- (r) Employment that pays a commission as either the entire remuneration or part of the remuneration, except where the commission being paid to the Stream Participant is in addition to an amount which is paid to the Stream Participant in accordance with any applicable Commonwealth, state or territory legislation and any applicable Modern Award or the National Minimum Wage;
- (s) Employment or Unsubsidised Self-Employment which is Recurring, except for:
 - (i) 4 Week Period Full Outcomes and 4 Week Period Partial Outcomes;
 - (ii) Employment Outcomes that satisfy item (f) of the definition of Full Outcome; and
 - (iii) HTS 4 Week jobactive Outcomes;
- (t) in relation to a Harvest Placement:
 - (i) Employment that does not involve Harvest Work; or
 - (ii) a position that does not involve the direct Employment of the Harvest Worker by a Harvest Employer or Harvest Labour Hire Firm as an employee; or
- (u) any other situation that the Department may advise or as specified in any Guidelines.

'Non-regional Location' means a location identified on the Department's IT Systems as not attracting a regional loading.

Note: Table 4 of Annexure B2 indicates the locations that do not attract a regional loading, however, to the extent of any inconsistency between this table and the Department's IT Systems with respect to relevant locations, the Department's IT Systems prevails.

'Non-vocational Barriers' means the range of barriers that can prevent a person 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 written notice in accordance with clause 71 and 'Notify' has an equivalent meaning.

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

'NWEF Completion Outcome' means an eligible Stream Participant has participated in an NWEF Placement for at least two weeks.

'NWEF Incentive' means an amount of \$300, unless otherwise specified in any Guidelines, payable to an Activity Host Organisation for an NWEF Placement that meets the eligibility requirements for an NWEF Incentive, as specified under clause 109 and any Guidelines.

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

'Online Employment Services' or **'OES'** means the Commonwealth initiative of that name, administered by the Department, which enables eligible new job seekers to engage with employment services online.

'Online Employment Services Participant' or **'OES Participant'** means a Stream Participant who is identified on the Department's IT Systems as transferred from Online Employment Services to the Provider.

'Other Program' means:

- (a) ParentsNext;
- (b) Disability Employment Services; or
- (c) New Employment Services Trial.

'Other Program Provider' means a:

- (a) ParentsNext Provider;
- (b) DES Provider; or
- (c) NEST Provider.

'Other Provider' means:

- (a) for a Stream Participant, their Employment Provider;
- (b) for a ParentsNext Participant, their ParentsNext Provider;
- (c) for a Time to Work Participant, their Time to Work Provider;
- (d) for a Transition to Work Participant, their Transition to Work Provider;
- (e) for a DES Participant, their DES Provider; and
- (f) for a NEST Participant, their NEST Provider or the Digital Services Contact Centre, as relevant.

'Outcome' means only an Employment Outcome, an Education Outcome, an HTS jobactive Outcome, a PaTH Internship Outcome, a QSHW Outcome, an NWEF Completion Outcome or a NEIS Post-Programme Outcome.

'Outcome Payment' means a Fee for:

- (a) an Employment Outcome or an Education Outcome as set out in and below Table 1A or 1B in Annexure B2;

- (b) a PaTH Internship Outcome as set out in Table 1C or Table 1D in Annexure B2;
- (c) a QSHW Outcome in the form of a Provider Seasonal Work Incentive Payment;
- (d) a NEIS Post-Programme Outcome as set out in clause 130.1(b);
- (e) an NWEF Completion Outcome; or
- (f) an HTS jobactive Outcome as set out in Table 1F or Table 1G in Annexure B2.

‘Outcome Period’ means:

- (a) for an Employment Outcome, the period from the relevant Employment Outcome Start Date to the achievement of a 4 Week Period, 12 Week Period or 26 Week Period, as relevant; and
- (b) for an Education Outcome:
 - (i) six months of a Qualifying Education Course; or
 - (ii) the period from commencement to completion of a Qualifying Training Course that is 12 weeks or more in duration; or
 - (iii) the period from commencement of a Qualifying Training Course that is less than 12 weeks in duration to the achievement of a the relevant 4 Week Period Employment Outcome;
- (c) for a NEIS Post-Programme Outcome, the period of 13 weeks immediately following cessation of the relevant NEIS Participant Agreement;
- (d) for a QSHW Outcome, the period of one week during which a QSHW Outcome is achieved; and
- (e) for an HTS jobactive Outcome, the period from the relevant HTS jobactive Outcome Start Date to the achievement of an HTS 4 Week Period, HTS 12 Week Period or HTS 26 Week Period, as relevant.

‘Outreach’ means, for a Site, a regular presence other than Part-Time or Full-Time - for example, on a monthly, seasonal or 'as the need arises' basis.

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

‘Paid Induction Period’ is a period before the start of continuous Employment of a Stream Participant where the Stream Participant undergoes associated job training supported by the Employer and where the Employer remunerates the Stream Participant in compliance with all applicable legislation.

‘Parent Wage Subsidy’ means the Wage Subsidy of that name identified in any Guidelines.

‘ParentsNext’ means the Commonwealth program of that name (or such other name as advised by the Department), administered by the Department.

‘ParentsNext Deed’ means the agreement for the provision of ParentsNext services with the Department as varied from time to time.

‘ParentsNext Participant’ means a person who is participating in ParentsNext.

‘ParentsNext Provider’ means any entity that is a party to a ParentsNext Deed with the Department.

‘Part-Time’ means, for a Site, set weekly hours on Business Days with hours of operation less than Full-Time, as agreed with the Department.

‘Partial Outcome’ means that, for the duration of a 4 Week Period or a 12 Week Period, as relevant, a Stream Participant:

- (a) who was in receipt of JobSeeker Payment, Newstart Allowance or Youth Allowance (other) on the relevant Employment Outcome Start Date, generates sufficient income in Employment, Unsubsidised Self-Employment or an apprenticeship or a traineeship to reduce the Fully Eligible Participant’s Basic Rate of JobSeeker Payment, Newstart Allowance or Youth Allowance (other), as relevant, by an average of at least 60 per cent;
- (b) who was:
 - (i) in receipt of JobSeeker Payment, Newstart Allowance, Youth Allowance (other) or Parenting Payment (Partnered or Single) with part time Mutual Obligation Requirements; and
 - (ii) identified on the Department’s IT Systems as a parent or as having a disability, on the relevant Employment Outcome Start Date, is in Employment, Unsubsidised Self-Employment or an apprenticeship or a traineeship for an average of 10 or more hours per week;
- (c) who is:
 - (i) not in receipt of JobSeeker Payment, Newstart Allowance, Youth Allowance (Other) or Parenting Payment and is not otherwise identified in paragraphs (d) or (e) below; or
 - (ii) a Disability Support Pension Recipient (Compulsory Requirements); and
is in Employment, Unsubsidised Self-Employment or an apprenticeship or a traineeship for an average of 15 or more hours per week, which does not lead to a Full Outcome;
- (d) who was identified on the Department’s IT Systems on the relevant Employment Outcome Start Date as having a disability and a Partial Capacity to Work, is in Employment, Unsubsidised Self-Employment or an apprenticeship or a traineeship that is on average at least 70 per cent of the minimum number of hours per week in the range as assessed by Services Australia through an ESAt or JCA but is not less than an average of 8 hours of work per week;
- (e) who:
 - (i) was in receipt of a Parenting Payment (Partnered or Single) without Mutual Obligation Requirements or Carer Payment on the relevant Employment Outcome Start Date; and
 - (ii) chooses to work reduced hours due to caring responsibilities (this choice being identified on the Department’s IT Systems on or before the relevant Employment Outcome Start),

is in Employment or Unsubsidised Self-Employment or an apprenticeship or a traineeship for an average of 10 hours or more per week;

- (f) has in operation an executed NEIS Participant Agreement and is receiving NEIS Assistance; or
- (g) meets the requirements for any other event that the Department may Notify the Provider as being a Partial Outcome.

‘Participant’ means a Stream Participant, a NEIS Prospective Participant and a NEIS Participant.

‘Participant Services Records’ means Deed Records (including documents associated with the Customer feedback register) about a Participant, that are directly created for the purposes of providing Services.

‘Participated’ means, in relation to a PaTH Internship, that the relevant PaTH Intern has participated in the PaTH Internship in accordance with any Guidelines.

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

‘Party’ means a party to this Deed.

‘PaTH Intern’ means a Fully Eligible Participant (Mutual Obligation) who meets the eligibility requirements for a PaTH Intern as specified in any Guidelines.

‘PaTH Internship’ means a short-term unpaid work experience placement that meets the eligibility requirements of a PaTH Internship as specified in any Guidelines.

‘PaTH Internship Agreement’ means an Activity Host Organisation Agreement between the Provider, an Activity Host Organisation and a PaTH Intern in relation to a PaTH Internship, in accordance with any Guidelines.

‘PaTH Internship Amount’ means an amount of \$1000, unless otherwise specified in any Guidelines.

‘PaTH Internship Outcome’ means that a PaTH Intern has:

- (a) Completed a PaTH Internship;
- (b) Participated in a PaTH Internship for at least 2 weeks and then obtained Employment with either:
 - (i) the relevant Activity Host Organisation; or
 - (ii) another Employer,prior to the end of the PaTH Internship Period; or
- (c) Participated in the PaTH Internship for at least 4 weeks and then agreed with the Provider and the relevant Activity Host Organisation to end the relevant PaTH Internship prior to the end of the PaTH Internship Period.

‘PaTH Internship Period’ means a period, of no less than 4 weeks and no more than 12 weeks, that is specified in the relevant PaTH Internship Agreement as being the duration of the PaTH Internship.

‘PaTH Internship Start Date’ means the date on which the PaTH Intern commences in the relevant PaTH Internship, if that day occurs during the Participant’s Period of Registration.

‘Payments’ means the Fees, Reimbursements and Ancillary Payments payable under this Deed.

‘Payment Period’ means the period which:

- (a) starts on the day on which a Stream Participant is first Commenced; and
- (b) runs continuously until the Stream Participant Exits, except where:
 - (i) the Stream Participant is Suspended (in which case the Payment Period operates in accordance with clause 92.1); or
 - (ii) clauses 95.3 and 95.4 apply.

'Pay Slip Verified Outcome Payment' means an Outcome Payment for an Employment Outcome or an HTS jobactive Outcome that is verified by a pay slip, payroll summary or other evidence in accordance with 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 period of continuous registration of a Stream Participant on the Provider's caseload, beginning on their Commencement and ending when they are transferred from the Provider in accordance with this Deed or Exited, but which is halted in accordance with clause 92 when the Stream Participant is Suspended.

'Period of Service' means a period:

- (a) which begins as specified in the Department's IT Systems;
- (b) which halts when the Stream Participant is Suspended and recommences when the Suspension ends;
- (c) which ends when the Stream Participant is either:
 - (i) Exited; or
 - (ii) moved into another Stream, except in the case of an SPI Participant who moves from Stream A to Stream B and remains an SPI Participant; and
- (d) during which the Provider must provide Employment Provider Services to the Stream Participant.

'Period of Unemployment' means the period which commences on the date on which a Stream Participant registers with Services Australia or directly with the Provider as unemployed, and concludes in accordance with clause 94.1.

'Permissible Break' means, where a Stream Participant is working towards a Full Outcome, a period of time during which a Stream Participant has a break in Employment caused by a situation which is outside the control of the Stream Participant or the Provider and which satisfies the requirements specified in any Guidelines.

'Personal Event' means a Stream Participant's personal event that has been recorded in their Electronic Calendar.

'Personal Event Time' means the time that a Personal Event is scheduled to occur.

'Personal Information' has the same meaning as under section 6 of the Privacy Act which currently is information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- (a) whether the information or opinion is true or not; and
- (b) whether the information or opinion is recorded in a material form or not.

'Personnel' means:

- (a) in relation to the Provider, any natural person who is an officer, employee, volunteer or professional advisor of the Provider; and
- (b) in relation to any other entity, any natural person who is an officer, employee, volunteer or professional advisor of the entity.

‘Pre-existing Employment’ means a position in Employment, Unsubsidised Self Employment, an apprenticeship or traineeship occupied by the Stream Participant prior to them receiving Employment Provider Services from any Employment Provider.

‘Pre-release Prisoner’ means a Stream Participant who is identified as a Pre-release Prisoner in the Department’s IT Systems and specified as such in any Guidelines.

‘Privacy Act’ refers to the *Privacy Act 1988* (Cth).

‘Pro-rata Calculation Start Date’ means the most recent of any of the following dates that apply to a Stream Participant:

- (a) if the Stream Participant was on the Provider’s caseload at the start of the current Administration Fee Period, the date that is at the start of the Administration Fee Period;
- (b) if the Stream Participant was transferred to the Provider after the start of the current Administration Fee Period, the date of the transfer to the Provider;
- (c) if the Stream Participant, while on the Provider’s caseload, moves to a Non-regional Location from a Regional Location, or from a Non-regional Location to a Regional Location, the date of the move; or
- (d) if the Stream Participant, while on the Provider’s caseload, ceases to be an SPI Participant, but remains a Stream Participant on the Provider’s caseload, or becomes an SPI Participant on the Provider’s caseload, the date the Stream Participant ceases to be an SPI Participant, or becomes an SPI Participant, as relevant.

‘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 the Deed, including any Guidelines.

‘Protected Information’ has the same meaning as under section 23 of the *Social Security Act 1991*.

‘Provider’ means the employment services provider contracted under this Deed, and includes its Personnel, successors and assigns, and any constituent entities of the Provider’s organisation, and includes reference to a Tendering Group contracted under this Deed, where applicable.

‘Provider Exit’ means the manual exiting of a Stream Participant from the Employment Provider Services by the Provider, through its recording the exit and the relevant reasons on the Department’s IT Systems, in accordance with this Deed including any Guidelines.

‘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 Seasonal Work Incentive Payment’ means an amount of \$100, unless otherwise specified in any Guidelines.

‘Provider IT System’ 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.

‘Purchase’ means to acquire Activities from an Activity Host Organisation or a Supervisor by the payment of money, in accordance with any Guidelines, but excludes transfer or payment of money between Employment Providers and/or NEST Providers as part of collaborating on Work for the Dole activities.

‘QSHW Eligible’ means that a Stream Participant is eligible in accordance with any Guidelines to be placed in a QSHW Vacancy.

‘QSHW Employer’ means an Employer whose business undertakes QSHW.

‘QSHW Outcome’ means that, during a one week period that:

- (a) is after the relevant QSHW Placement Start Date; and
- (b) does not overlap with the Outcome Period for any other Outcome that has been claimed in relation to the relevant QSHW Eligible Stream Participant by any Employment Provider,

the relevant QSHW Eligible Stream Participant:

- (c) unless (d) or (e) applies, was Employed to undertake QSHW for at least 35 hours;
- (d) where they are identified on the Department’s IT Systems on the relevant QSHW Placement Start Date as having a disability and a Partial Capacity to Work, was Employed to undertake QSHW for at least the minimum number of hours per week in the range as assessed by Services Australia through an ESAt or JCA, but is not less than eight hours; or
- (e) where they are identified on the Department’s IT Systems on the relevant QSHW Placement Start Date as a parent or as having a disability, and as having part-time Mutual Obligation Requirements, was Employed to undertake QSHW for at least 15 hours.

‘QSHW Placement’ means a QSHW Vacancy that is recorded or lodged on the Department’s IT Systems by the Provider as being occupied by a QSHW Eligible Stream Participant in accordance with this Deed.

‘QSHW Placement Start Date’ means the date on which the Stream Participant first commences in the QSHW Placement.

‘QSHW Vacancy’ means a Vacancy that is a vacant position for paid Employment involving QSHW with a QSHW Employer.

‘Qualifying Education Course’ means a single qualification course that is:

- (a) approved for Austudy or Youth Allowance (Student) or Abstudy purposes;
- (b) more than six months in duration;
- (c) delivered by a training organisation approved to deliver the course as specified on the Department’s website (<http://www.training.gov.au>).

- (d) Full-Time Study;
- (e) not less than Year 12 or equivalent, or Certificate III; and
- (f) as otherwise specified in any Guidelines.

‘Qualifying Seasonal Horticultural Work’ or ‘QSHW’:

- (a) has the same meaning as ‘qualifying seasonal horticultural work’ in subsection 1073K(7) of the *Social Security Act 1991* (Cth); or
- (b) if there is no instrument in force under subsection 1073K(8) of the *Social Security Act 1991* (Cth), means work that is specified as ‘Qualifying Seasonal Horticultural Work’ in any Guidelines.

‘Qualifying Training Course’ means a training course which is specified in any Guidelines and which:

- (a) may have been commenced, but must not have been completed, before the start of the Stream Participant’s current Period of Unemployment;
- (b) the Stream Participant has completed after the start of his or her current Period of Unemployment;
- (c) results in the attainment of a qualification not less than Certificate III level;
- (d) is approved for Austudy or Youth Allowance (Student) or Abstudy purposes; and
- (e) is as otherwise specified in any Guidelines.

‘Quality Assurance Framework’ or ‘QAF’ means the Department’s framework for assessing the quality of Employment Provider Services delivered by Employment Providers to Stream Participants, Employers and the Department.

‘Quality Assurance Framework Audit’ or ‘QAF Audit’ means a Quality Standards Audit and a Quality Principles Audit.

‘Quality Assurance Framework Auditor List’ or ‘QAF Auditor List’ means the list of Conformity Assessment Bodies appointed by the Department to conduct QAF Audits.

‘Quality Assurance Framework Certificate’ or ‘QAF Certificate’ means a certificate, issued by the Department that certifies that the Provider:

- (a) complies with a Quality Standard; and
- (b) adheres to the Quality Principles,

in accordance with any Guidelines.

‘Quality Assurance Framework Audit Plan’ or ‘QAF Audit Plan’ means a plan for the conduct of a Quality Principles Audit in accordance with any Guidelines.

‘Quality Auditor’ means a Conformity Assessment Body appointed by the Department to its QAF Auditor List and includes an auditor with authority from a Conformity Assessment Body to conduct Quality Principles Audits on behalf of that body.

‘Quality Principles’ means the principles developed by the Department against which Providers must demonstrate adherence to under the Quality Assurance Framework.

‘Quality Principles Audit’ means any audit, conducted for the purposes of the Quality Assurance Framework, to determine whether the Provider complies with, or continues to

comply with, the Quality Principles, and includes Certification Audits, Surveillance Audits and Extraordinary Audits.

'Quality Principles Report' means a Certification Report, Surveillance Report or an Extraordinary Report.

'Quality Report' means a Quality Standards Report and a Quality Principles Report.

'Quality Standard' means a quality standard approved by the Department for the purposes of gaining a Quality Assurance Framework Certificate in accordance with any Guidelines.

'Quality Standards Audit' means any audit conducted in accordance with a Quality Standard.

'Quality Standards Report' means a complete and unedited report by a Quality Auditor, in accordance with a Quality Standard, resulting from a Quality Standards Audit.

'Reasonable Excuse' has the meaning given to the term 'reasonable excuse' in the Social Security Law.

'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.

'Recurring' means Employment or Unsubsidised Self-Employment which results in more than one:

- (a) Employment Outcome for the same Stream Participant; or
- (b) HTS jobactive Outcome for the same Harvest Worker,

during the same Period of Unemployment with the same Employer or Harvest Employer, as relevant, as specified in any Guidelines.

'Referral' or **'Referred'** means a referral of a person to the Provider by Services Australia, the Department, or another employment services provider.

'Regional Location' means a location identified on the Department's IT Systems as attracting a regional loading.

Note: Table 4 of Annexure B2 indicates the locations that attract a regional loading, however, to the extent of any inconsistency between this table and the Department's IT Systems with respect to relevant locations, the Department's IT Systems prevails.

'Register', 'Registration' or 'Registered' means the act of registering the creation or activation of a Participant's record on the Department's IT Systems.

'Regulator' means the person 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 2001* (Cth) 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 clauses (d)(i) to (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 persons exists between that entity and the principals, owners, Directors, officers or like persons of the Provider.

'Relocation Assistance to Take Up a Job Agreement' or 'RATTUAJ Agreement' means a written agreement, entered into between a Provider and a RATTUAJ Participant in relation to a RATTUAJ Payment, in a form as specified in any Guidelines.

'Relocation Assistance to Take Up a Job Participant' or 'RATTUAJ Participant' means a Fully Eligible Participant who meets the eligibility requirements for a RATTUAJ Participant, as specified in any Guidelines.

'Relocation Assistance to Take Up a Job Payment' or 'RATTUAJ Payment' means a payment to assist a RATTUAJ Participant to prepare to relocate, to move and/or to settle into a new location, in the amounts the RATTUAJ Participant is eligible in accordance with any Guidelines.

'Relocation Assistance to Take Up a Job Placement' or 'RATTUAJ Placement' means an Employment position that meets the eligibility requirements for a RATTUAJ Placement, as specified in any Guidelines.

'Report' means Deed Material that is provided to the Department for the purposes of reporting on the Services.

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

'Seasonal Work Living Away and Travel Allowance' means an amount of up to \$300, unless otherwise specified in any Guidelines.'

'Seasonal Work Incentives for Job Seekers Trial' means a two-year trial commencing on 1 July 2017 and ending on 30 June 2019 to encourage QSHW Eligible Stream Participants to take up QSHW.

'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-help Facilities’ means personal computers or similar devices with broadband internet connectivity, printers and other sundry equipment and local area wireless technology that allows an electronic device to exchange data or connect to the Internet (i.e. Wi-Fi access) at no charge to Stream Participants which accord with any specifications notified by the Department and any Guidelines.

‘Self Service and Job Activity Phase’ means the period from the Initial Interview to the end of six months of a Stream A (General) Participant’s Period of Service.

‘Serious Non-vocational Barrier’ means, for a Vulnerable Youth and Vulnerable Youth (Student), a Non-vocational Barrier that requires immediate intervention with a view to stabilising the circumstances of the Vulnerable Youth or Vulnerable Youth (Student).

‘Service Delivery Plan’ means a statement of representations made by the Provider to the Department in regards to the Services it will deliver, as specified in Schedule 2.

‘Service Guarantees’ means a set of minimum service standards for Employment Provider Services as specified in Annexure B3.

‘Service Period’ means, subject to any contrary stipulation in this Deed, the period of that name specified in item 4 of Schedule 1.

‘Service Start Date’ means the date of that name specified in item 3 of Schedule 1.

‘Services’ means the services that the Provider is contracted to perform and provide under this Deed.

‘Services Australia’ means the Commonwealth department of that name or such other agency or department as Notified by the Department from time to time, and where the context so admits, includes its relevant officers, delegates, employees and agents.

‘Services Australia Fortnight’ means the period determined under section 43(1)(b) of the *Social Security (Administration) Act 1999* (Cth) that applies to a Stream Participant.

‘Significant Increase in Income’ means circumstances where a Stream Participant:

- (a) participates in Employment, Unsubsidised Self Employment, an apprenticeship or a traineeship that:
 - (i) was first occupied by the Stream Participant during their current Period of Unemployment; and
 - (ii) did not satisfy a 4, 12 or 26 Week Period for a Full Outcome because the income earned or hours worked were insufficient to satisfy the relevant paragraph (a)-(e) of the definition of a Full Outcome; and

- (b) generates sufficient income from Employment, Unsubsidised Self Employment, an apprenticeship or a traineeship to have caused the Participant's Basic Rate of Income Support Payment to cease.

'Significant Increase in Pre-existing Employment' means circumstances where the income received or hours worked (as relevant) by the Stream Participant from Pre-existing Employment increases:

- (a) after their commencement in jobactive;
- (b) from less than the level of income or hours described at the relevant item (a)-(g) of the definition of a Partial Outcome to the level of income or hours described at the relevant item (a)-(f) of the definition of a Full Outcome; and
- (c) as specified in any Guidelines or advised by the Department.

'Site' means the one or more physical locations, in the case of Employment Provider Services or NEIS Services, in an Employment Region specified in items 6.3 and 7.3 of Schedule 1, as relevant.

'Six Month Activity Requirement' means the requirement that a Fully Eligible Participant must undertake after six months in employment services, as specified in any Guidelines or otherwise advised by the Department.

'Skills for Education and Employment' or **'SEE'** means the Commonwealth program of that name that provides language, literacy, numeracy and digital literacy training to eligible Participants, with the expectation that such improvements will enable them to participate more effectively in training or in the labour force.

'Social Security Appeals Process' means reviews and appeals of decisions made under the *Social Security Act 1991* (Cth) or *Social Security (Administration) Act 1999* (Cth).

'Social Security Law' means the *Social Security Act 1991* (Cth), the *Social Security (Administration) Act 1999* (Cth), and includes all relevant subordinate legislation and the Guide to Social Security Law and instruments, each as amended from time to time.

'Source' means the act of identifying and securing a Work for the Dole Place by providing or arranging the same, and **'Sourced'** and **'Sources'** have an equivalent meaning.

'SPI Case Management Phase' means, unless otherwise directed by the Department, one of the following periods:

- (a) the Initial Interview to the beginning of an SPI Participant's initial SPI Work for the Dole Phase;
 - (b) from the end of an SPI Participant's initial SPI Work for the Dole Phase to the beginning of their second SPI Work for the Dole Phase; and
 - (c) each alternative six month period thereafter,
- of an SPI Participant's Period of Service.

'SPI Measure' means the 'Stronger Participation Incentives for Job Seekers under 30' measure announced in the 2014-2015 Budget as amended by the 'Streamlining Intensive Servicing for Young Job Seekers' measure announced in the Mid-Year Economic and Fiscal Outlook 2015-2016.

‘SPI Participant’ or **‘Stronger Participation Incentives Participant’** means a Stream A (SPI) Participant or a Stream B (SPI) Participant.

‘SPI Work for the Dole Phase’ means any period during which an SPI Participant must participate in Work for the Dole activities or any other Activities, as specified in any Guidelines.

‘Star Rating’ means the relative measure of performance of the Provider for Employment Provider Services, calculated by the Department at its absolute discretion.

‘Stream’ means Services under Streams A, B or C.

‘Stream A’ means the grouping of Services specified as Stream A for Stream A Participants.

‘Stream A Case Management Phase’ means, unless otherwise directed by the Department, one of the following periods:

- (a) from the end of six months to the end of 12 months;
- (b) from the end of 18 months to the end of 24 months; and
- (c) each alternative six month period thereafter,

of a Stream A (General) Participant’s Period of Service.

‘Stream A (General) Participant’ means a Stream A Participant who is not a Stream A (SPI) Participant.

‘Stream A Participant’ means a Fully Eligible Participant who is placed in Stream A by Services Australia or the Provider in accordance with this Deed, and includes a Stream A (SPI) Participant.

‘Stream A (SPI) Participant’ means a Stream A Participant who is identified as a Stream A (SPI) Participant in the Department’s IT Systems.

‘Stream A Work for the Dole Phase’ means, unless otherwise directed by the Department, one or all of the following periods:

- (a) from the end of 12 months until the end of 18 months;
- (b) from the end of 24 months to the end of 30 months; and
- (c) each alternative six month period thereafter,

of a Stream A (General) Participant’s Period of Service.

‘Stream B’ means the grouping of Services specified as Stream B for Stream B Participants.

‘Stream B Case Management Phase’ means, unless otherwise directed by the Department, one of the following periods:

- (a) from the Initial Interview to the end of 12 months;
- (b) from the end of 18 months to the end of 24 months; and
- (c) each alternative six month period thereafter,

of a Stream B (General) Participant’s Period of Service.

‘Stream B Work for the Dole Phase’ means, subject to clause 104.2 and any direction to the contrary by the Department, one or all of the following periods:

- (a) from the end of 12 months to the end of 18 months; and

(b) each alternative six month period thereafter,
of a Stream B (General) Participant's Period of Service.

'Stream B (General) Participant' means a Stream B Participant who is not a Stream B (SPI) Participant.

'Stream B Participant' means a Fully Eligible Participant who is placed in Stream B by Services Australia or the Provider in accordance with this Deed, and includes a Stream B (SPI) Participant.

'Stream B (SPI) Participant' means a Stream B Participant who is identified as a Stream B (SPI) Participant in the Department's IT Systems.

'Stream C' means those Services specified as Stream C for Stream C Participants.

'Stream C Case Management Phase' means, unless otherwise directed by the Department, one of the following periods:

- (a) from the Initial Interview to the end of 12 months;
- (b) from the end of 18 months to the end of 24 months; and
- (c) each alternative six month period thereafter
of a Stream C Participant's, Period of Service.

'Stream C Participant' means a Fully Eligible Participant who is placed in Stream C by Services Australia or the Provider in accordance with this Deed.

'Stream C Work for the Dole Phase' means, subject to clause 104.2 and any direction to the contrary by the Department, one or all of the following periods:

- (a) from the end of 12 months to the end of 18 months; and
- (b) each alternative six month period thereafter,
of a Stream C Participant's Period of Service.

'Stream Participant' means a Fully Eligible Participant and a Volunteer.

'Structural Adjustment Package' means a package of services and support available to eligible Stream Participants as part of a labour or structural adjustment program announced by the Australian Government and included in any Guidelines.

'Subcontract' means any arrangement entered into by the Provider by 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.

'Supervisor' means a person who has the responsibility for the Supervision of Fully Eligible Participants engaged in an Activity.

'Supervision' means the action or process of directly monitoring and managing Fully Eligible Participants participating in Activities.

'Surveillance Audit' means an audit of the Provider undertaken by a Quality Auditor, to determine whether the Provider continues to adhere to the Quality Principles, in accordance with any Guidelines.

'Surveillance Report' means a complete and unedited report by a Quality Auditor, in accordance with any Guidelines, resulting from a Surveillance Audit.

‘Suspend’ or ‘Suspended’ means the act of imposing a Suspension.

‘Suspension’ means a period of time of that name, as recorded by either the Provider (in accordance with this Deed), the Department or Services Australia on the Department’s IT System, during which Administration Fees will not be triggered for payment and the requirement to provide Employment Provider Services to a Stream Participant is suspended in accordance with clause 92.

‘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.

‘Tendering Group’ 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.

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

‘Third Party Employment System’ or ‘TPES’ 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’ or ‘TPIT’ means any:

- (a) information technology system developed and managed; or
- (b) information technology service provided,

by a Third Party IT Vendor and used by the Provider or any Subcontractor in association with the delivery of the Services or to Access the Department’s IT Systems. ‘Third Party IT’ includes a Third Party Employment 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 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.

‘Time to Work Employment Service’ means the Commonwealth program of that name (or such other name as advised by the Department), administered by the Department.

‘Time to Work Participant’ means a person who is participating in the Time to Work Employment Service.

‘Time to Work Provider’ means any entity contracted by the Commonwealth to provide services for the Time to Work Employment Service.

‘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.

‘Transitioned Participant’ means a person identified as transitioned to the Provider by the Department’s IT Systems.

‘Transition Period’ means the period, if any, Notified by the Department to the Provider in accordance with clause 57.1.

‘Transition Plan’ means the plan prepared under the Time to Work Employment Service that identifies a Time to Work Participant’s post-release requirements for parole; reintegration and rehabilitation services; vocational education, employment and other activities; and support services.

‘Transition to Work Participant’ means a Participant who is participating in the Transition to Work Service.

‘Transition to Work Provider’ means any entity contracted by the Commonwealth to provide Transition to Work Services under the Transition to Work Deed 2016-2022.

‘Transition to Work Service’ 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 Stream Participant does not receive a personal income subsidy of any kind.

‘Unsuitable’ means that a position is, in accordance with any Guidelines:

- (a) a position, including a retail position, involving nudity or in the sex industry;
- (b) a position in volunteer work, work experience or unpaid work;
- (c) except in relation to wage rates, a position in contravention of Commonwealth, state or territory legislation or which involves terms and conditions of employment which are inconsistent with the relevant workplace relations laws, or any instrument made under such laws;
- (d) in relation to wage rates, a position sourced by the Provider where the wage rate paid is not at least equivalent to the rate specified in clause 91.3(a)(i) or (ii), as relevant;

- (e) a position in a training course;
- (f) a position in a program funded by the Commonwealth or by a state or territory government as advised by the Department;
- (g) in another country, regardless of whether the salary is paid in Australian dollars or by an Australian company;
- (h) a position involving illegal activity;
- (i) a position involving income or funds from gambling deemed to be inappropriate by the Department;
- (j) a position that pays a commission as either the entire remuneration or part of the remuneration, except where the commission being paid to the Participant is in addition to an amount which is paid to the Participant in accordance with any applicable Commonwealth, state or territory legislation and any applicable Modern Award or the National Minimum Wage; or
- (k) a position that the Department has advised is not acceptable.

‘Vacancy’ means a:

- (a) vacant position for:
 - (i) paid Employment with an Employer; or
 - (ii) Unsubsidised Self Employment;
 - (b) a position for Employment that:
 - (i) was a QSHW Vacancy;
 - (ii) is occupied by a QSHW Eligible Stream Participant that the Provider placed into the position; and
 - (iii) the Provider chooses to rely on to achieve an Employment Outcome in the future rather than any QSHW Outcome; or
 - (c) Pre-existing Employment,
- that is not Unsuitable.

‘Valid Reason’ means a valid reason as specified in any Guidelines.

‘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 Stream Participants with opportunities to gain personal and workplace skills that will directly improve their Employment prospects.

‘Volunteer’ means a person who is:

- (a) in receipt of Income Support Payments, but:
 - (i) does not have Mutual Obligation Requirements; or
 - (ii) is not a Disability Support Pension Recipient (Compulsory Requirements);
- (b) a full-time student seeking an apprenticeship or traineeship;
- (c) not in receipt of Income Support Payments and is not:

- (i) undertaking Full-Time Study, unless the purpose for seeking Services from the Provider is to obtain an apprenticeship or traineeship;
 - (ii) Employed for 15 hours or more each week;
 - (iii) an overseas visitor on a working holiday visa or an overseas student studying in Australia; or
 - (iv) prohibited by law from working in Australia; or
- (d) otherwise identified by the Department as being a Volunteer,
- and volunteers to participate in additional activities.

‘Volunteer Online Employment Services Trial’ or **‘VOEST’** means the Commonwealth initiative of that name (or such other name as advised by the Department from time to time), administered by the Department.

‘Volunteer Online Employment Services Trial Participant’ or **‘VOEST Participant’** means a Volunteer who is identified in the Department's IT Systems as participating in the Volunteer Online Employment Services Trial.

‘Vulnerable Youth’ means a person who:

- (a) is aged 15 to 21 years;
- (b) is not Employed for more than 15 hours per week;
- (c) is not in Full-Time Study;
- (d) is not in receipt of Income Support Payments;
- (e) has at least one Serious Non-vocational Barrier; and
- (f) has a legal right to work in Australia.

‘Vulnerable Youth (Student)’ means a person who:

- (a) is aged 15 to 21 years;
- (b) is in Full-Time Study;
- (c) presents in crisis;
- (d) has at least one Serious Non-vocational Barrier; and
- (e) has a legal right to work in Australia.

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

‘Wage Subsidy Period’ means the payment period 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.

‘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.

‘Work Experience (Other) Placement’ means a short-term, observational, unpaid work experience placement that meets the eligibility requirements for a Work Experience (Other) Placement as specified under clause 109.1 and any Guidelines.

‘Work for the Dole’ means the Commonwealth program of that name designed to help job seekers gain the skills, experience and confidence that they need to move to work as soon as possible, while at the same time, making a positive contribution to their local community.

‘Work for the Dole Fees’ means the Fees set out in Table 2B in Annexure B2.

‘Work for the Dole Phase’ means the SPI Work for the Dole Phase, Stream A Work for the Dole Phase, Stream B Work for the Dole Phase and Stream C Work for the Dole Phase.

‘Work for the Dole Place’ means a place in Work for the Dole activities of a minimum of 15 hours per week duration and in accordance with any Guidelines in which a Fully Eligible Participant or DES Participant can participate.

‘Work for the Dole Place Fee’ means the Fee specified at clause 124A.2.

‘Working With Children Check’ means the process specified in, or pursuant to, relevant Working with Children Laws to screen a person 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) *Working with Children Act 2005* (Vic);
- (e) *Children’s Protection Act 1993* (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-like Experiences’ means experiences that involve Fully Eligible Participants in activities that provide them with experience similar to others in a workplace, and which should assist in preparing Fully Eligible Participants to take up employment.

‘Workshop’ means an ‘Exploring Being My Own Boss’ workshop or any other workshop specified by the Department to be a Workshop.

‘Workshop Provider’ means a NEIS Provider that is contracted by the Department to deliver Workshops (including the Provider where relevant).

‘Work Trial’ means a short period of paid employment on a trial or probation basis.

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

‘Youth Wage Subsidy’ means the Wage Subsidy of that name identified in any Guidelines.

Annexure A2 – Joint Charter of Deed Management



EMPLOYMENT SERVICES JOINT CHARTER OF DEED MANAGEMENT

The Department of Education, Skills and Employment ('the Department') and providers delivering services under this Deed (and all other employment services deeds with the Department) agree to conduct themselves in accordance with this Joint Charter of Deed Management.

A JOINT APPROACH FOR STRONGER EMPLOYMENT SERVICES

The Employment Services Joint Charter reflects our commitment to work together to ensure that employment services meet the needs of participants, employers, communities and the Australian Government.

Together, we are committed to maintaining the reputation and integrity of employment services, strengthening the employment services industry and working together to make sure services are managed and delivered effectively and provide value for money.

OUR COMMITMENTS

What providers can expect from the Department:	What the Department can expect from providers:
Respect and support	Respect
Openness and transparency	Collaboration
Integrity and accountability	
Continuous improvement	

What providers can expect from the Department

1 Respect and support

The Department will:

- respect providers' role, experience and expertise
- treat each provider with courtesy and consideration
- meet regularly with providers
- adhere to agreed communication protocols with providers
- respond to providers' queries, generally within 10 business days
- work with providers to resolve complaints, disputes or problems, and consider the perspective of all parties—including employers and participants—when developing resolutions
- support providers to implement program changes effectively
- maintain the National Customer Service Line
- maintain the Employer Hotline to facilitate connections between employers and providers.

2 Openness and transparency

The Department will:

- be transparent in our business dealings
- maintain honest and open communication
- provide consistent, accurate and timely advice
- maintain feedback mechanisms to support formal and informal feedback from providers
- consult providers wherever possible, generally through industry representatives—including on contract variations
- provide reasonable notice for providers to implement new or amended guidelines.

3 Integrity and accountability

The Department will:

- observe the Australian Public Service (APS) Code of Conduct and APS Values
- adhere to the Commonwealth Procurement Rules, including on principles of probity and ethical and fair dealings
- act honestly and in the best interests of the Government, the employment services industry, participants and the community
- be accountable for our decisions and actions
- support providers to comply with their deed requirements by:
 - streamlining and simplifying guidelines
 - providing timely feedback from contract monitoring and program assurance activities
- treat provider's information confidentially (subject to relevant deed provisions)
- exercise its rights under the deeds in good faith.

4 Continuous improvement

The Department will:

- work with the industry to promote better practice and innovation
- regularly review provider performance and deliver balanced and consistent feedback
- work with providers to help them meet the needs of employers and industry
- work with providers to reduce the administrative burden of managing and complying with deeds
- continually develop its contract management capability to make sure providers receive high quality support.

What the Department can expect from Providers

1 Respect

Providers will:

- respect the Department's role, experience and expertise
- treat participants, the Department, other providers, host organisations and industry stakeholders with courtesy and consideration
- respond to queries appropriately.

2 Collaboration

Providers will:

- develop and maintain effective relationships with the Department, employers, other providers, host organisations and industry stakeholders
- work with the Department to resolve complaints, disputes or problems, using the following informal dispute resolution process in the first instance (except for matters that are excluded under the relevant deeds):
 1. The provider initially discusses any issues or problems directly with a contract or account manager.
 2. If the dispute, complaint or problem can't be resolved, the provider requests that it be raised with the relevant state manager.
 3. If the above process does not resolve the issue, the National Contract Manager will attempt to facilitate a resolution.
 4. Any dispute or problem that cannot be resolved through this informal resolution process will be managed through the formal procedures set out in the relevant deed.

3 Integrity and accountability

Providers will:

- maintain high standards of professional conduct
- recognise and act on the Government's employment services policies
- implement program changes in a timely way
- maintain effective governance and control frameworks to provide assurance of the quality of services and compliance with relevant deeds
- act in accordance with the law and avoid any practice or activity which could bring employment services or the Department into disrepute
- manage feedback fairly, ethically and confidentially (subject to relevant deed provisions)
- make sure staff deliver accurate and consistent advice and information to participants, employers, host organisations and other stakeholders
- actively identify and manage risks.

4 Continuous Improvement

Providers will:

- work to increase outcomes for participants
- further develop service strategies that increase job outcomes for Indigenous participants
- develop tailored and effective services that meet employers' needs
- regularly review performance and work to address performance management issues
- encourage and foster innovative approaches and better practice
- support efforts to streamline activities without compromising the integrity of employment services
- maintain and strengthen the capability of staff.

PART B – EMPLOYMENT PROVIDER SERVICES

CHAPTER B1 – GENERAL EMPLOYMENT PROVIDER SERVICES

Section B1.1 – Application and allocation of Stream Participants to the Provider

72. Employment Provider Services

- 72.1 Subject to this Deed, the Provider must provide Employment Provider Services to all Stream Participants:
- (a) who are transitioned to, Referred to, Directly Register with or transfer to the Provider;
 - (b) in accordance with:
 - (i) this Part B;
 - (ii) the Stream, and the period or phase within each Stream, identified for them in the Department's IT Systems; and
 - (iii) their Job Plan; and
 - (c) for the duration of their Period of Registration, including while they are undertaking their Annual Activity Requirements and Six Month Activity Requirement.

73. Service Guarantees and Service Delivery Plan(s)

- 73.1 The Provider must:
- (a) conduct Employment Provider Services at or above the minimum standards in the Service Guarantees and in accordance with all representations made by the Provider with regards to Employment Provider Services, as specified in the Service Delivery Plan(s) and the Provider's tender response to the request for tender for this Deed;
 - (b) prominently display the Service Guarantees and Service Delivery Plan(s) in its offices and all Sites, and make these available to Stream Participants, potential Stream Participants and Employers; and
 - (c) upload the Service Delivery Plan(s) on the Provider's page of the jobactive Website.
- 73.2 The Provider must not make changes to the Service Delivery Plan(s) without the prior written agreement of the Department.

74. Engagement with other services in the community

- 74.1 In providing Employment Provider Services, the Provider must work cooperatively, and in accordance with any Guidelines, with other programs and services provided by the Commonwealth, state or territory governments, relevant local governments, and private and community services and stakeholders.

75. Volunteers

- 75.1 Subject to this Deed, the Provider must provide Services under Chapter B1 to each Volunteer, as if they were a Stream A (General) Participant and do so until they have received a total of six months of Employment Provider Services, including from any other Employment Provider.
- 75.2 Where a Volunteer transfers to the Provider under clause 82, the Provider must only provide Services to the Volunteer for the remainder of their six month Period of Service.
- 75.3 Subject to clause 95.7, the Provider must not provide Services under Chapter B1 to a Volunteer who:

- (a) has already received Services as a Volunteer for a total of six months, including from another Employment Provider;
- (b) returns to the Services as a Volunteer at 13 Consecutive Weeks or more after the date of Exit; or
- (c) is a Volunteer Online Employment Services Trial Participant.

76. Transition in

- 76.1 If directed by the Department, the Provider must provide Employment Provider Services to each Transitioned Participant in accordance with this Deed as a Stream Participant and subject to:
- (a) clause 76.2;
 - (b) Annexure B1;
 - (c) any Guidelines; and
 - (d) any directions given by the Department.
- 76.2 The Provider must Commence each Transitioned Participant in Employment Provider Services within 6 weeks of their Transition Date.
- 76.3 Where a Transitioned Participant is the subject of a Wage Subsidy or RATTUAI Payment on their Transition Date, the Provider must comply with clause 82.2.

77. Referrals

- 77.1 The Provider must only accept Referrals of Stream Participants made through the Department's IT Systems or directly by Services Australia.
- 77.2 Subject to this Deed, the Department's IT Systems will allow a flow of Referrals to the Provider within a 30 per cent tolerance of the Provider's Business Share within each Employment Region.

78. Direct Registration of Stream Participants without a Referral

- 78.1 Subject to clause 75.3, where a person presents to the Provider without a Referral, the Provider must confirm their eligibility for Direct Registration in accordance with any Guidelines, and if eligibility is confirmed, Directly Register and immediately provide Employment Provider Services to that Stream Participant in accordance with this Deed, including any Guidelines.

Volunteers

- 78.2 Subject to clause 78.4(c)(i)(A), the Provider must not Directly Register a Volunteer who presents to it without a Referral, and must instead immediately refer the Volunteer to Services Australia for referral to the Volunteer Online Employment Services Trial.

Vulnerable Youth and Vulnerable Youth (Student)

- 78.3 Where a Vulnerable Youth or Vulnerable Youth (Student) presents to the Provider without a Referral, and in the case of a Vulnerable Youth (Student), no appropriate local youth services are available, the Provider must:
- (a) immediately Directly Register them, conduct an Initial Interview, and provide them with Services under Stream C;

- (b) if they present in crisis, immediately provide, or refer them to relevant crisis assistance; and
- (c) within four weeks of the Direct Registration refer them to Services Australia to:
 - (i) determine their eligibility for Income Support Payments, regardless of whether the Provider expects them to be eligible for Income Support Payments; and
 - (ii) conduct an Assessment of them.

78.4 If the Assessment referred to in clause 78.3(c)(ii) determines that:

- (a) a Vulnerable Youth or Vulnerable Youth (Student) is eligible for Employment Provider Services under Stream C, the Provider must continue providing Services under Stream C to them as a Fully Eligible Participant for the remainder of their Period of Service;
- (b) a Vulnerable Youth (Student) is not eligible for Employment Provider Services under Stream C, the Provider must immediately Exit the Vulnerable Youth (Student);
- (c) a Vulnerable Youth:
 - (i) is not eligible for Services as a Fully Eligible Participant, the Provider must immediately Exit the Vulnerable Youth and refer the Vulnerable Youth to Services Australia;
 - (ii) is eligible for Services as a Fully Eligible Participant, the Provider must immediately provide Employment Provider Services to the Vulnerable Youth as a Fully Eligible Participant under the relevant Stream identified in the Assessment; or
 - (iii) should be referred to Disability Employment Services, the Provider must continue to provide Employment Provider Services to the Vulnerable Youth under Stream C until the Vulnerable Youth starts receiving Disability Employment Services.

Note: If the Assessment referred to in clause 78.3(c)(ii) does not occur within 90 days of a Stream Participant's Commencement, they will be Effectively Exited.

78.5 Notwithstanding any other clause in this Deed, when a Vulnerable Youth is moved into a Stream other than Stream C in accordance with clauses 78.4(c)(i) or 78.4(c)(ii):

- (a) the Payment Period and Period of Service in relation to that Vulnerable Youth are deemed to continue as if the Vulnerable Youth had Commenced in that Stream; and
- (b) the Provider will not be required to provide that Vulnerable Youth with an Initial Interview for a New Stream, but must still:
 - (i) explain the Employment Provider Services that the Provider will provide;
 - (ii) record the movement of the Vulnerable Youth in the Department's IT Systems in accordance with any Guidelines; and
 - (iii) update the Job Plan, if appropriate.

79. Change of Circumstances Reassessment

79.1 If, at any time, the individual circumstances of a Stream Participant change in a manner specified in any Guidelines, the Provider must, in accordance with any Guidelines, arrange for a Change of Circumstances Reassessment to be conducted:

- (a) by the Stream Participant, using the Job Seeker Snapshot; or
- (b) by the Provider, using a JSCI:
 - (i) where the Stream Participant is not able to complete the Job Seeker Snapshot themselves in accordance with clause 79.1(a); or

- (ii) where the Change of Circumstances Reassessment is required by clause 114.8(b)(ii).

- 79.2 The Provider must have clear evidence of a change in circumstances from the relevant Stream Participant, in accordance with any Guidelines, before conducting a Change of Circumstances Reassessment itself.
- 79.3 Where the Provider conducts a Change of Circumstances Reassessment itself, the Provider must make a Record of the evidence or information referred to in clause 79.2 on the Department's IT Systems, in accordance with any Guidelines.
- 79.4 If the Provider breaches this clause 79, the Department may, at its absolute discretion, immediately:
- (a) take action under clause 52.2; or
 - (b) terminate this Deed under clause 56.
- 79.5 If:
- (a) a Change of Circumstances Reassessment indicates that a Fully Eligible Participant should be in a higher Stream; or
 - (b) the Provider receives notification in the Department's IT Systems that the Fully Eligible Participant should be in a higher Stream,
- the Provider must immediately commence the Fully Eligible Participant in the relevant Stream and provide Employment Provider Services to the Fully Eligible Participant accordingly.

80. Relocation of Stream Participant between Provider's Sites

- 80.1 Subject to clauses 123.4 and 123.6, if a Stream Participant moves to a new location and their new location is within a reasonable distance of a Site of the Provider, the Provider must continue to provide Employment Provider Services to them at no additional cost to the Department.

Note: Subject to clause 88.14, if a Stream Participant moves to a new location in accordance with clause 80.1, the transfer of any Fees or Employment Fund credits is an internal matter for the Provider.

81. Transfer of Stream Participants from the Provider

- 81.1 A Stream Participant may, at any time, be transferred from the Provider to another Employment Provider:
- (a) by Services Australia or the Department, where the Stream Participant moves to a new location that is not within a reasonable distance of a Site of the Provider;
 - (b) by the Department, where the Department is satisfied that:
 - (i) the Stream Participant will receive services that could better enhance their Employment prospects from the other Employment Provider; or
 - (ii) the Stream Participant and the Provider are unable to achieve or maintain a reasonable and constructive servicing relationship, as determined by the Department;
 - (c) if the Department, the Provider, another Employment Provider and the Stream Participant agree to the transfer; or
 - (d) by the Department, where:
 - (i) a Stream A Participant's Period of Registration exceeds 24 months; or

- (ii) a Stream B Participant or Stream C Participant's Period of Registration exceeds 36 months; and
 - (iii) they remain unemployed,

unless:

 - (iv) the Stream Participant achieves an Employment Outcome or an HTS jobactive Outcome, in which case the time under clause 81.1(d)(i) and (ii) runs from the date of the achievement of the Outcome; or
 - (v) there is no available Employment Provider in the relevant Employment Region for the Stream Participant to transfer to;
 - (e) by the Department, where the Department reduces the Provider's Business Share in accordance with this Deed;
 - (f) if initiated by the Stream Participant:
 - (i) directly with the Department and the Department is satisfied that the Stream Participant considers that they will receive services that could better enhance their Employment prospects from the other Employment Provider; or
 - (ii) through the Department's IT Systems and, subject to clause 81.1B and any Guidelines, the Provider does not oppose the transfer of the Stream Participant to the other Employment Provider within three Business Days following notification by the Department that the Stream Participant has initiated the transfer; or
 - (g) by the Department, for any other reason.
- 81.1A A Stream Participant may, at any time, be transferred from the Provider to a NEST Provider or to the Digital Services Contact Centre, as relevant:
- (a) by Services Australia or the Department, where the Stream Participant moves to a new location that is within a NEST Employment Region; or
 - (b) by the Department, for any other reason at its sole discretion.
- 81.1B For the purpose of clause 81.1(f)(ii), the Provider may only oppose the transfer of the Stream Participant to another Employment Provider, in accordance with Guidelines or as otherwise approved by the Department in writing.
- 81.2 If a Stream Participant is transferred in accordance with clause 81, the Provider must, in accordance with any Guidelines:
- (a) immediately provide sufficient assistance and cooperation to any person nominated by the Department to facilitate the transfer;
 - (b) comply with the Department's directions in relation to the transfer or destruction of Deed Material and Commonwealth Material in the Provider's possession or control, including that stored in External IT Systems; and
 - (c) subject to clause 81.2(b), maintain all Records relating to the Stream Participant in accordance with clause 37.9.
- 81.3 Where a Stream Participant is the subject of a Wage Subsidy Agreement or an RATTUAI Agreement on the date of their transfer from the Provider, the Provider must, notwithstanding that the Stream Participant has Exited or is not part of the Provider's caseload:
- (a) remain a party to, and continue to comply with, the Wage Subsidy Agreement or RATTUAI Agreement, as relevant; and

- (b) continue to comply with this Deed, including clause 89 in relation to the Wage Subsidy Agreement, or clause 90 in relation to the RATTUAI Agreement, as relevant, unless otherwise Notified by the Department.

82. Transfer of Stream Participants to the Provider

- 82.1 If a Stream Participant is transferred to the Provider for any reason, the Provider must, in accordance with any Guidelines:
- (a) immediately provide sufficient assistance and cooperation to any person nominated by the Department, to enable Employment Provider Services to be provided, or continue to be provided, to the Stream Participant;
 - (b) conduct an Initial Interview with the Stream Participant in accordance with clause 85;
 - (c) immediately provide Employment Provider Services to the Stream Participant in accordance with this Deed; and
 - (d) comply with the Department's directions in relation to the transfer of Material and Stream Participants.
- 82.2 Where a Stream Participant is the subject of a Wage Subsidy Agreement or an RATTUAI Agreement on the date of their transfer to the Provider, the Provider must, if Notified by the Department:
- (a) notwithstanding that the Stream Participant has Exited or is not part of the Provider's caseload, use its best endeavours to enter into a Wage Subsidy Agreement or a RATTUAI Agreement, as relevant, with the Wage Subsidy Employer or the Stream Participant, as relevant, for a period as advised by the Department;
 - (b) advise the Department if it is unable to enter into a Wage Subsidy Agreement or RATTUAI Agreement, as relevant; and
 - (c) comply with any direction by the Department in relation to the Stream Participant.

Notes to clauses 81 and 82

Note 1: If a Stream Participant is transferred to or from the Provider:

- (a) clause 88.14 describes how adjustments are made to the Employment Fund;
- (b) clauses 123.3 and 123.4 describe how adjustments are made to Administration Fees; and
- (c) during a 4 Week Period, 12 Week Period or 26 Week Period, or an HTS 4 Week Period, HTS 12 Week Period or HTS 26 Week Period, clause 125 describes the situation with regards to eligibility to claim an Outcome Payment.

Note 2: The Department will adjust the Business Share of the Provider under clause 20.1 after each quarter during the Term of this Deed to account for transfers of Stream Participants to or from the Provider pursuant to clause 81.1(d).

- 82.2A Except for an Activity Host Agreement for a Work for the Dole activity, where a Stream Participant is the subject of an Activity Host Organisation Agreement on the date of their transfer from another Employment Provider to the Provider, the Provider must:
- (a) use its best endeavours to:
 - (i) novate the relevant Activity Host Organisation Agreement to it;
 - (ii) enter into a new Activity Host Organisation Agreement with the relevant Activity Host Organisation on the same terms as the current Activity Host Organisation Agreement; or
 - (iii) if the other Employment Provider provides the Activity itself, enter into an Activity Host Organisation Agreement with the other Employment Provider;

- (b) advise the Department if it is unable to novate the relevant Activity Host Organisation Agreement or enter into an Activity Host Organisation Agreement within 10 Business Days of becoming aware of this inability; and
- (c) comply with any direction by the Department in relation to the Stream Participant.

Transition to Work Participants

- 82.3 Where the Provider is advised by the relevant Transition to Work Provider that a Transition to Work Participant is exiting the Transition to Work Service and moving to jobactive, the Provider must, in accordance with any Guidelines:
- (a) cooperate, as required, with the Transition to Work Provider to help the Transition to Work Participant to move back into Employment Provider Services;
 - (b) participate in a meeting with the Transition to Work Participant and the Transition to Work Provider to prepare the Transition to Work Participant for their commencement of servicing under jobactive, including, amongst other things, advising the Transition to Work Participant of their Mutual Obligation Requirements (if relevant) and determining appropriate activities for the Transition to Work Participant to participate in during the Work for the Dole Phase, so as to meet their Mutual Obligation Requirements (if relevant); and
 - (c) where relevant, conduct an Initial Interview with the Transition to Work Participant and the Transition to Work Provider in accordance with clause 85 in the Transition to Work Participant's final week of their participation in the Transition to Work Service.

Time to Work Participants

- 82.4 Where the Provider is advised by a Time to Work Provider that a Time to Work Participant is exiting the Time to Work Employment Service and moving to jobactive, the Provider must:
- (a) cooperate with the Time to Work Provider to help the Time to Work Participant move into Employment Provider Services; and
 - (b) during the three week period preceding the Time to Work Participant's release from prison, participate in a facilitated transfer meeting with the Time to Work Participant and the Time to Work Provider to prepare the Time to Work Participant for their commencement of servicing under jobactive.

83. Appointments with Stream Participants

- 83.1 Unless otherwise agreed with the Department, the Provider must ensure that the Electronic Calendar has, at all times, capacity to receive an Appointment within the next two Business Days.
- 83.2 Where:
- (a) a Stream Participant Directly Registers with the Provider; or
 - (b) the Provider or Stream Participant needs to reschedule an Appointment,
- the Provider must make an Appointment with the Stream Participant at the next available opportunity.
- 83.3 Where a Stream Participant has an Appointment with the Provider, the Provider must, in accordance with this Deed including any Guidelines:
- (a) provide the Stream Participant with a Contact on the date and at the time of the Appointment as recorded in the Electronic Calendar; and

- (b) record the Stream Participant's attendance at the Appointment in the Electronic Calendar by close of business on the day that the Appointment is scheduled to occur.

83A. Recording Engagements in the Electronic Calendar

83A.1 Clause 83A.2 applies to any:

- (a) Fully Eligible Participant (Mutual Obligation); and
- (b) other Stream Participant as specified in any Guidelines.

83A.2 Subject to clause 83A.1, the Provider must, in accordance with the requirements of the Department's IT Systems and any Guidelines, record in each Participant's Electronic Calendar details of all:

- (a) Mutual Obligation Requirements; and
- (b) other:
 - (i) Contacts;
 - (ii) Activities;
 - (iii) job interviews;
 - (iv) Employment, if the hours are regular and can reasonably be scheduled by the Provider;
 - (v) Education and training;
 - (vi) drug and/or alcohol treatment;
 - (vii) workshops, training and other activities delivered by the Provider to Stream Participants; and/or
 - (viii) third party appointments,in which the Stream Participant is engaged to participate.

Note: The Provider must also monitor and record each Fully Eligible Participant (Mutual Obligation)'s participation against their Mutual Obligation Requirements, and respond to any non-compliance by a Participant with their Mutual Obligation Requirements, in accordance with Chapter B3 Targeted Compliance Framework and Activities.

83A.3 When recording an Engagement, the Provider must also:

- (a) notify the Participant, in the manner required by the Department's IT Systems, of:
 - (i) the dates and times recorded by the Provider for the Engagement; and
 - (ii) if it is the first time that the Participant will participate in an Engagement of that kind, the evidence required (if any) to confirm their participation in the Engagement; and
- (b) if the Engagement forms a part of a Fully Eligible Participant (Mutual Obligation)'s Mutual Obligation Requirements:
 - (i) notify the Participant, in the manner required by the Department's IT Systems, of whether the Engagement is:
 - (A) compulsory;
 - (B) a voluntary activity that contributes to the Participant's Annual Activity Requirement or Six Month Activity Requirement; or
 - (C) a Reconnection Requirement; and

- (ii) ensure that the Participant understands how to meet the Mutual Obligation Requirement and the consequences for failing to meet the Mutual Obligation Requirement.

Engagements conflicting with Personal Events

- 83A.4 Where the Provider is considering recording an Engagement in a Participant's Electronic Calendar with the Engagement scheduled to occur at a Personal Event Time, the Provider must, in accordance with any Guidelines:
- (a) if the Engagement is not a Mutual Obligation Requirement, record the Engagement so that it is not scheduled to occur at the Personal Event Time; or
 - (b) if the Engagement is a Mutual Obligation Requirement:
 - (i) advise the Participant that, even though the Participant has recorded a Personal Event, the Provider may still record the Mutual Obligation Requirement so that it is scheduled to occur at the Personal Event Time;
 - (ii) discuss with the Participant whether it is appropriate to so record the Mutual Obligation Requirement, including whether the Participant has sufficient notice, and is able, to make other arrangements for the Personal Event; and
 - (iii) record the Mutual Obligation Requirement so that it is scheduled to occur at:
 - (A) the Personal Event Time if the Provider assesses that it is appropriate to do so, record the Provider's reasons for this assessment, and manage the conflicting events in the Electronic Calendar; or
 - (B) a time that is not the Personal Event Time.

Section B1.2 – Contacts

84. Contacts

- 84.1 The Provider must provide each Stream Participant with the following Contacts in accordance with this Deed including any Guidelines:
- (a) an Initial Interview on the date of the relevant Appointment in the Provider's Electronic Calendar, or as subsequently arranged between them and the Provider;
 - (b) for SPI Participants, one Contact each month to discuss Job Searches they have undertaken in the previous month and to identify jobs that they can be referred to;
 - (c) for Transition to Work Participants, participate in a preparation meeting in accordance with clause 82.3(b);
 - (d) for Time to Work Participants, participate in a facilitated transfer meeting in accordance with clause 82.4(b);
 - (e) for each Fully Eligible Participant (Mutual Obligation):
 - (i) Capability Interviews;
 - (ii) any Contact that is a Reconnection Requirement; and
 - (iii) any other Contacts required in accordance with Chapter B3.1; and
 - (f) any other Contacts:
 - (i) as outlined in the Provider's Service Delivery Plan and its tender response to the request for tender for this Deed; and

- (ii) as otherwise required to ensure the Stream Participant satisfies the requirements of their Job Plan.

84.2 The Provider must, in accordance with any Guidelines, ensure that:

- (a) each Contact is appropriately tailored to meet the circumstances of the individual Stream Participant; and
- (b) the result of the Contact is recorded in the Department's IT Systems.

85. Initial Interviews

85.1 The Provider must, during the Initial Interview for each Stream Participant:

- (a) confirm the Stream Participant's identity;
- (b) explain the Employment Provider Services that the Provider will provide to them;
- (c) identify their strengths and any issues they may have relating to finding Employment;
- (d) for Fully Eligible Participants (Mutual Obligation), explain their rights and obligations under the Social Security Law and the consequences of not meeting their Mutual Obligation Requirements;
- (e) for Disability Support Pension Recipients (Compulsory Requirements), explain their rights and obligations under the Social Security Law and the consequences of not participating in accordance with their Job Plan;
- (f) prepare or update a Job Plan for them;
- (g) provide them with details of the current National Minimum Wage, the Fair Work Ombudsman website (including the Pay and Conditions Tool) and contact details for the Fair Work Ombudsman; and
- (h) otherwise comply with any Guidelines.

85.2 In addition to the requirements set out in clause 85.1, the Provider must:

- (a) at the Initial Interview; or
- (b) in the case of a Stream B (General) Participant and Stream C Participant, at such times as is deemed appropriate by the Provider based on the person's individual needs,

for each Stream Participant:

- (c) canvass with them the jobs that Employers have available in the local labour market;
- (d) refer them to suitable Vacancies in accordance with clause 91; and
- (e) provide Self-help Facilities in accordance with clause 86.1.

85.3 Reserved.

85.4 The Provider must ensure that each Initial Interview is delivered face to face, unless there are Exceptional Circumstances, or the Department agrees otherwise in writing.

Section B1.3 – Self-help Support for Stream Participants

86. Self-help Facilities

86.1 In accordance with Chapter 2, the Provider:

- (a) must make available at each of its Sites, and provide advice on how to use, Self-help Facilities so as to enable each Stream Participant to:

- (i) access self-help tools made available by the Department or as otherwise identified by the Stream Participant or the Provider; and
 - (ii) undertake active and ongoing job searching;
- (b) must provide to each Stream Participant:
 - (i) access to suitable Vacancies;
 - (ii) advice about the best ways to look for and find work;
 - (iii) advice about local, regional, or national employment opportunities;
 - (iv) assistance, as required, to apply for jobs;
 - (v) access to free Wi-Fi facilities at each Site; and
 - (vi) information about skill shortage areas; and
- (c) where appropriate, assist Stream Participants to prepare a résumé and load the completed résumé onto the Department's IT Systems.

86.2 The Provider must establish and implement controls to ensure the appropriate use of Self-help Facilities by Stream Participants, including with regard to the Cybersafety Policy.

Section B1.4 – Job Plans

87. General requirements for a Job Plan

- 87.1 The Provider must ensure that, at all times, each Stream Participant has a current and up to date Job Plan.
- 87.2 In addition to the Provider's obligations under clause 118 in relation to the Social Security Law, the Provider must ensure that the relevant Delegate complies with the rules set out in any Guidelines when entering into or updating a Job Plan.
- 87.3 The Provider must provide the Stream Participant with the assistance, and arrange and monitor the activities, specified in the Participant's Job Plan.

Entering into a Job Plan

- 87.4 Subject to clause 87.5, if, at their Initial Interview:
 - (a) a Stream Participant does not have a Job Plan; or
 - (b) in any case, they have transferred to the Provider from another Employment Provider, a NEST Provider, the Digital Services Contact Centre, Online Employment Services, or the Volunteer Online Employment Services Trial,
 the Provider must:
 - (c) ensure that a Delegate creates, enters into and approves a new Job Plan with the Stream Participant; and
 - (d) explains the Job Plan to the Stream Participant, in accordance with any Guidelines.

ParentsNext Participants

- 87.5 The Provider must not enter into or update a Job Plan for a ParentsNext Participant.

Contents of a Job Plan

- 87.6 Subject to clause 87.5, the Provider must ensure that the Job Plan for each Stream Participant:
- (a) contains the terms with which the Stream Participant must comply in order to satisfy their Mutual Obligation Requirements (including their Annual Activity Requirement and Six Month Activity Requirement) (if any), including:
 - (i) the Stream Participant's Job Search Requirements;
 - (ii) the Activities that the Stream Participant must participate in to meet their Annual Activity Requirement and Six Month Activity Requirement; and
 - (iii) the Stream Participant's personal responsibility for self-reporting participation against their Mutual Obligation Requirements, unless the Provider has assessed that the Stream Participant is not capable of self-reporting in accordance with clause 106A.1(a);
 - (b) contains the details of any vocational and non-vocational activities that are specifically tailored to address the Stream Participant's individual needs or Partial Capacity to Work (if relevant), and that are designed to help them overcome any Vocational Barriers and Non-Vocational Barriers having regard to the particular Employment Provider Services the Stream Participant is receiving;
 - (c) where the Stream Participant has participated in the Time to Work Employment Service, takes into account any current Transition Plan identified in the Department's IT Systems;
 - (d) is updated to include details of additional voluntary activities, if they:
 - (i) are subject to an Exemption or fully meeting their Mutual Obligation Requirements (if any); and
 - (ii) volunteer to participate in additional activities;
 - (e) is updated, within the timeframe specified in any Guidelines, when any event occurs that results in the need to change the Stream Participant's Mutual Obligation Requirements or servicing (including to take into account the outcome of any Capability Interview or Capability Assessment); and
 - (f) is in a form approved by the Department and specifies all information required by any Guidelines.
- 87.7 Subject to passage of the *Social Services Legislation Amendment (Drug Testing Trial) Bill 2019* (Cth), where a Stream Participant is a Drug Test Trial Participant, the Provider must:
- (a) as relevant, enter into or update the Stream Participant's Job Plan so as to include a compulsory requirement relating to undertaking Drug Treatment; and
 - (b) assist the Stream Participant to participate in Drug Treatment in accordance with any Guidelines.

Section B1.5 – Employment Fund

READER'S GUIDE

- The General Account is a flexible pool of funds held by the Department which may be accessed by Employment Providers for Reimbursement of purchases of goods or services which genuinely assist Stream Participants to build experience and skills to get a job. It must also be used by Employment Providers for Reimbursement of a Restart Wage Subsidy, Youth Wage Subsidy, Parent Wage Subsidy

or Long Term Unemployed & Indigenous Wage Subsidy where the relevant Wage Subsidy Agreement was entered into on or after 2 January 2019.

- Youth Bonus Wage Subsidies are not Reimbursed out of the General Account.

88. Employment Fund

- 88.1 Subject to this clause 88, the Provider may seek Reimbursements from the Employment Fund only in relation to Stream Participants and only in accordance with any Guidelines.
- 88.2 Each claim for Reimbursement must be rendered by the Provider to the Department:
- (a) for a Reimbursement from the General Account, no more than 56 days after the relevant purchase has been made by the Provider or as otherwise specified in any Guidelines; or
 - (b) for a Reimbursement of a Wage Subsidy from the General Account, no more than 56 days after the end of the relevant Wage Subsidy Placement or as otherwise specified in any Guidelines.
- Note: For Youth Bonus Wage Subsidies, the timeframe requirement for rendering claims for Reimbursement is set out in clause 89.5.
- 88.3 The Provider may purchase goods and services for Stream Participants in advance in accordance with any Guidelines, and where it claims a Reimbursement in relation to such goods and services, the Provider must, where required by any Guidelines, record the details of each Stream Participant that was assisted by such a purchase in the Department's IT Systems.
- 88.4 If, in the Department's view, the Provider has claimed Reimbursement from the Employment Fund in a manner which is inconsistent with this clause 88, the Department may, in addition to any other action available under this Deed, take the action described in clause 88.7(a).
- 88.5 The Department may advise the Provider of persons other than Stream Participants in relation to which the Employment Fund may be used, and where the Department so advises, this clause 88 will apply to those persons as if they were Stream Participants.
- 88.6 The Department may direct the Provider to deliver specific additional services to support the local labour market, for which an agreed Employment Fund credit or funding will be made available in accordance with the Guidelines, and for which amounts may be quarantined or reserved in accordance with clause 88.7(b).
- 88.7 The Department may, at any time:
- (a) impose limits upon the Provider's access to the Employment Fund; and
 - (b) determine that amounts within the Employment Fund are to be quarantined or reserved for particular purposes and, where such amounts have been so quarantined or reserved, the Provider must not seek Reimbursement for a purpose other than that for which the amounts have been quarantined or reserved.
- 88.8 The Provider must not represent notional credits allocated to it in the Employment Fund in its financial accounts.

The General Account

- 88.9 Subject to clauses 88.10 to 88.14, the Employment Fund will be credited:
- (a) once, in the amounts and at the times specified in Table 3 of Annexure B2; and

(b) once again, in the amounts specified in Table 3 of Annexure B2, on the Commencement of each Stream Participant in any higher Stream,
during their Period of Unemployment.

88.10 The Provider may only seek Reimbursements from the General Account in accordance with the credits available to them as specified in the Department's IT System at the time of the Provider's claim.

88.11 Subject to any Guidelines, the Employment Fund will be credited in accordance with clause 88.9 for each NEST Participant who, upon being transferred from the New Employment Services Trial to the Provider, Commences as a Stream Participant.

88.12 Subject to any Guidelines, the Employment Fund will be credited in accordance with clause 88.9 for each Online Employment Services Participant and Volunteer Online Employment Services Trial Participant who, upon being transferred from Online Employment Services or the Volunteer Online Employment Services Trial to the Provider, Commences as a Stream Participant.

88.13 For each Transitioned Participant, the Employment Fund will be credited in accordance with Annexure B1 (and not in accordance with clause 88.9), on the Transitioned Participant's Commencement in accordance with clause 76.2.

88.14 Where a Stream Participant transfers from the Provider:

- (a) in accordance with clauses 81.1(a), 81.1(b), 81.1(c) and 81.1(f), the transfer of any General Account credits will be a matter for the Provider to negotiate with the other Employment Provider;
- (b) at the Department's direction in accordance with clause 81.1(d), 50 per cent of the General Account credit made available to the Provider in respect of the Stream Participant (as per Table 3 of Annexure B2 for their current Stream), will be transferred to or from the Provider in accordance with any Guidelines;

Note: The Provider's General Account may go into a negative balance as a result of these transfers.

- (c) in accordance with clauses 81.1(e), 81.1(g), 101.3(c)(iii) or 101.3(d)(iii), the Department will transfer any remaining General Account credits from the Provider to another Employment Provider taking into account the Stream Participant's Stream and the proportion of the Provider's caseload being transferred; and
- (d) in accordance with clause 81.1A, the Provider is not required to transfer General Account credits to the NEST Provider.

88.15 Subject to clauses 88.15A and 88.16, the Provider may transfer amounts credited at one Site to another Site regardless of the Employment Region.

88.15A The Provider must not transfer amounts credited within:

- (a) a jobactive Employment Region to a NEST Employment Region; or
- (b) a NEST Employment Region to a jobactive Employment Region.

88.16 The Department may, at any time:

- (a) increase or reduce the amounts credited to the Employment Fund; or
- (b) place limits on or restrict the Provider's ability to transfer amounts credited to the Employment Fund between its Sites.

89. Wage Subsidies

Note: Clause 89 applies to both Wage Subsidies Reimbursed from the General Account and Youth Bonus Wage Subsidies.

- 89.1 The Provider must offer, manage, deal with enquiries, and report on Wage Subsidies, in accordance with any Guidelines.
- 89.2 Subject to any contrary provision specified in any Guidelines, the Provider must only pay a Wage Subsidy to a Wage Subsidy Employer with respect to a Wage Subsidy Participant if the Provider has, for each Wage Subsidy Period, first:
- (a) confirmed that:
 - (i) the Stream Participant is a Wage Subsidy Participant; and
 - (ii) the relevant Employment position is a Wage Subsidy Placement;
 - (b) entered into a Wage Subsidy Agreement with the relevant Wage Subsidy Employer;
 - (c) received from the relevant Wage Subsidy Employer, Documentary Evidence of the Wage Subsidy Participant's Employment for each relevant Wage Subsidy Period; and
 - (d) confirmed that the Wage Subsidy Employer is compliant with the Wage Subsidy Agreement,
- and done so in accordance with any Guidelines.
- 89.3 Subject to any contrary provision specified in any Guidelines, the Provider must ensure that each payment of a Wage Subsidy is:
- (a) paid from the Provider's own funds;
 - (b) paid to the relevant Wage Subsidy Employer only once for each Wage Subsidy Participant;
 - (c) paid for the relevant Wage Subsidy Period and in the instalment amount as specified in any Guidelines; and
 - (d) otherwise paid in accordance with any Guidelines.

Reimbursement

- 89.4 Once the Provider has properly paid a Wage Subsidy in accordance with clause 89.2 and 89.3, 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 89 and any Guidelines; and
 - (b) for Wage Subsidies Reimbursed from the General Account, also in accordance with clause 88.
- 89.5 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 from the General Account, the timeframe requirement for rendering claims for Reimbursement is set out in clause 88.2(b).
- 89.6 The Department will Reimburse the Provider for each Wage Subsidy that has been:
- (a) paid by the Provider in accordance with this clause 89;
 - (b) properly claimed by the Provider in accordance with this clause 89 and any Guidelines; and
 - (c) for Wage Subsidies Reimbursed from the General Account, also properly claimed by the Provider in accordance with clause 88.

- 89.7 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 make a claim for Reimbursement:
- (a) in accordance with this clause 89 and any Guidelines; and
 - (b) for Wage Subsidies Reimbursed from the General Account, also in accordance with clause 88.

Section B1.6 – Employment incentives

90. Relocation Assistance to Take Up a Job (RATTUAJ)

- 90.1 The Provider must offer, manage, deal with enquiries and report on RATTUAJ Payments, in accordance with any Guidelines.
- 90.2 The Provider must only pay a RATTUAJ Payment if the Provider has first, in accordance with any Guidelines:
- (a) correctly confirmed that:
 - (i) the person is a RATTUAJ Participant;
 - (ii) the relevant Employment position is a RATTUAJ Placement; and
 - (iii) the proposed address to which the RATTUAJ Participant is relocating is eligible for a RATTUAJ Payment at the amount of the proposed payment;
 - (b) received from the relevant RATTUAJ Participant, Documentary Evidence to support their entitlement to a RATTUAJ Payment at the amount of the proposed payment;
 - (c) entered into a RATTUAJ Agreement with the RATTUAJ Participant; and
 - (d) confirmed that the RATTUAJ Participant is compliant with the RATTUAJ Agreement.
- 90.3 The Provider must ensure that each RATTUAJ Payment is paid in full from the Provider's own funds, and otherwise paid in accordance with the requirements specified in any Guidelines.
- 90.4 The Provider must end each RATTUAJ Agreement in the circumstances and in the manner specified in any Guidelines.

Reimbursement

- 90.5 Once the Provider has properly paid a RATTUAJ Payment in accordance with this clause 90, the Provider may submit a claim for Reimbursement through the Department's IT Systems for no more than the same amount as that RATTUAJ Payment, but must only do so in accordance with any Guidelines.
- 90.6 The Department will Reimburse the Provider for each RATTUAJ Payment that the Provider makes in accordance with this Deed and properly made claims under clause 90.5.

90A. Seasonal Work Incentives for Job Seekers Trial

READER'S GUIDE

The Seasonal Work Incentives for Job Seekers Trial is a two-year trial commencing on 1 July 2017 and ending on 30 June 2019 in which QSHW Eligible Stream Participants can participate in QSHW and earn an extra \$5,000 each year without affecting their Income Support Payments and access a Seasonal Work Living Away and Travel Allowance of up to \$300 each year, where the QSHW is more than 120 km from their home. The Seasonal Work Living Away and Travel Allowance is paid by the Department to the Provider and the Provider pays this allowance to relevant QSHW Eligible Stream Participants.

Clause 91 applies to QSHW Vacancies in the same way that it applies to other types of Vacancies. Clause 90A imposes additional requirements regarding QSHW Vacancies.

The Provider must lodge every QSHW Vacancy that it obtains on the Department's IT Systems, and, when recording the QSHW Vacancy in the Department's IT Systems, select the Vacancy type 'Qualifying Seasonal Horticultural Work' if they want to claim the \$100 Provider Seasonal Work Incentive Payment. Subject to the requirements of clauses 125.10 and 125.12, the Provider may claim the \$100 Provider Seasonal Work Incentive Payment for each week (up to a maximum of 6 weeks) that a QSHW Eligible Stream Participant is in a QSHW Placement and satisfies the requirements for a QSHW Outcome.

Where a QSHW Eligible Stream Participant in a QSHW Placement obtains ongoing Employment in that position, the Provider may choose to record the position as a new Vacancy in accordance with clause 91. The usual requirements regarding Employment Outcomes will then apply to that position and the Provider will no longer be able to claim the Provider Seasonal Work Incentive Payment for it.

- 90A.1 The Provider must deal with enquiries, manage and report on the Seasonal Work Incentives for Job Seekers Trial, in accordance with any Guidelines.
- 90A.2 In accordance with any Guidelines, the Provider:
- (a) must ensure that, before they refer any Stream Participant for a QSHW Vacancy, the Stream Participant:
 - (i) is QSHW Eligible;
 - (ii) has appropriate skills for the QSHW Vacancy;
 - (iii) is willing to do that work for at least 6 weeks; and
 - (iv) has been provided with details of the QSHW Employer and QSHW Vacancy so that the Stream Participant can gain an understanding of the type and volume of work that they would be doing if placed in the QSHW Vacancy;
 - (b) must record each QSHW Placement Start Date in the Department's IT Systems within 56 days after the QSHW Placement Start Date;
 - (c) where a QSHW Eligible Stream Participant is identified on the Department's IT Systems on the relevant QSHW Placement Start Date as having a disability and a Partial Capacity to Work, must ensure that the Stream Participant is not required to work more than the maximum number of hours per week in the range as assessed by Services Australia through an ESAt or JCA; and
 - (d) must retain Documentary Evidence relating to each QSHW Placement.

Seasonal Work Living Away and Travel Allowance

- 90A.3 Up until 30 June 2020, the Provider must, in accordance with any Guidelines, pay the Seasonal Work Living Away and Travel Allowance to any QSHW Eligible Stream Participant placed by the Provider into a QSHW Vacancy where the relevant QSHW is more than 120km away from the Stream Participant's residence.

Section B1.7 – Vacancy management

91. Vacancy management

- 91.1 The Provider must engage and work with Employers to understand their needs and identify job opportunities.

- 91.2 The Provider must, in accordance with any Guidelines, lodge every Vacancy that it creates or obtains on the Department's IT Systems.

Note: The Provider may lodge more than one similar vacant position with the same Employer as a Vacancy, on the Department's IT Systems.

- 91.3 The Provider must:

- (a) where a position for paid Employment is sourced by the Provider, ensure that the position is paid at a rate at least equivalent to:
 - (i) the minimum rate prescribed in any Modern Award that covers or applies to the position; or
 - (ii) if no Modern Award covers or applies to the position, the National Minimum Wage,before lodging the position as a Vacancy;
- (b) not lodge an Unsuitable position as a Vacancy; and
- (c) ensure that the details of each Vacancy lodged on the Department's IT Systems are complete, up to date, and comply with any conditions of use specified in any Guidelines.

Note 1: For the avoidance of doubt, the Provider is not required to:

- (a) comply with clause 91.3(a) in relation to Unsubsidised Self Employment, Pre-existing Employment or any position sourced by a Participant themselves;
- (b) for clause 91.3(a), ensure that the relevant position is paid in accordance with any applicable Enterprise Agreement; or
- (c) verify that the Employment was paid in accordance with any applicable Enterprise Agreement, Modern Award or the National Minimum Wage at the point of claiming a related Outcome.

- 91.4 The Provider must, in accordance with any Guidelines:

- (a) refer suitable Stream Participants to Employers with Vacancies;
- (b) advise Fully Eligible Participants (Mutual Obligation) that they are required to take any suitable job and of the consequences of failing to do so;
- (c) encourage Stream Participants to consider job opportunities outside of their local area; and
- (d) record the Job Seeker Placement Start Date in the Department's IT Systems:
 - (i) within 56 days of each Stream Participant commencing in:
 - (A) Employment, where the Stream Participant is successful in gaining Employment; or
 - (B) Unsubsidised Self Employment, as relevant; or
 - (ii) for a Stream Participant who satisfies the requirements of clause 125.1(c) or (e), within 56 days of the date of the relevant significant increase, or as otherwise specified in any Guidelines or advised by the Department.

Note: The Provider can only claim Outcome Payments in relation to referrals of Stream Participants from its own caseload.

Section B1.8 – Participant Suspension and Exit from Employment Provider Services

92. Effect of Suspensions

- 92.1 Where a Stream Participant is Suspended, the Stream Participant's Period of Unemployment continues but the Stream Participant's:

- (a) current Period of Service;
- (b) current Period of Registration; and
- (c) Payment Period (if still current);

are halted and recommences when the Suspension ends.

93. Suspensions

Fully Eligible Participants

93.1 The Provider agrees that a Fully Eligible Participant is Suspended if:

- (a) Services Australia notifies the Provider that a Fully Eligible Participant:
 - (i) has an Exemption;
 - (ii) who has part-time Mutual Obligation Requirements, is fully meeting these requirements; or
 - (iii) who is aged 55 years or over, and has Mutual Obligation Requirements, is meeting those requirements; or
- (b) the Fully Eligible Participant:
 - (i) has a temporary reduced work capacity of less than 15 hours per week; or
 - (ii) is identified as a PCW Participant who has a current and future work capacity of less than 15 hours per week.

93.2 The Provider agrees that a Fully Eligible Participant will remain Suspended until, as relevant:

- (a) Services Australia notifies the Provider that their Exemption has reached its end date;
- (b) the Provider identifies, or is notified by Services Australia, that the Fully Eligible Participant has:
 - (i) ceased to fully meet his or her Mutual Obligation Requirements; or
 - (ii) volunteered to participate in additional activities in accordance with clause 93.4;
- (c) the period of temporary reduced work capacity specified in the Fully Eligible Participant's ESAt or JCA as recorded in the Department's IT Systems ends; or
- (d) the Fully Eligible Participant Exits in accordance with clause 95 or 96.

93.3 If the Provider identifies, or is notified by Services Australia, that a Fully Eligible Participant who is Suspended under this clause 93 has ceased to fully meet his or her Mutual Obligation Requirements:

- (a) the Provider must:
 - (i) update the Fully Eligible Participant's Job Plan as appropriate; and
 - (ii) provide Employment Provider Services to the Fully Eligible Participant, in accordance with his or her updated Job Plan and his or her current Stream; and
- (b) the Fully Eligible Participant's Payment Period, Period of Registration and current Period of Service resume from the date that the Provider or Services Australia records on the Department's IT Systems that the Fully Eligible Participant has ceased to fully meet his or her Mutual Obligation Requirements.

- 93.4 If the Provider identifies, or is notified by Services Australia, that a Fully Eligible Participant who is Suspended under clause 93.1 has decided to volunteer to participate in additional activities, the Provider must:
- (a) agree with the Fully Eligible Participant on what voluntary activities he or she will participate in;
 - (b) update the Fully Eligible Participant's Job Plan as appropriate;
 - (c) record on the Department's IT Systems that the Fully Eligible Participant is participating as a Fully Eligible Participant (Voluntary); and
 - (d) provide Employment Provider Services to the Fully Eligible Participant, in accordance with his or her updated Job Plan and in the Fully Eligible Participant's current Stream, for the period of the agreed voluntary activity, taking into account the reason for the Exemption, where applicable.
- 93.5 Where a Fully Eligible Participant who was Suspended under clause 93.1(b) decides to participate as a Fully Eligible Participant (Voluntary) under clause 93.4, and the Provider identifies, or is notified by Services Australia, that the Fully Eligible Participant (Voluntary) has ceased to fully meet his or her Mutual Obligation Requirements, the Provider must update the Fully Eligible Participant's Job Plan to remove reference to the voluntary activities and to change the Mutual Obligation Requirements activities, if required, and record on the Department's IT Systems that the Fully Eligible Participant is participating as a Fully Eligible Participant (Mutual Obligation), and not as a Fully Eligible Participant (Voluntary).
- 93.6 Where a Fully Eligible Participant (Mutual Obligation):
- (a) has been Suspended during the Work for the Dole Phase for fully meeting their Mutual Obligation Requirements by undertaking Activities to meet their Annual Activity Requirement; and
 - (i) then ceases to be Suspended for any reason,
 - (ii) the Provider must resume providing Employment Provider Services to the Fully Eligible Participant (Mutual Obligation):
 - (iii) at the start of the relevant Case Management Phase; or
 - (iv) where the Suspension was for less than the time remaining for them in the Work for the Dole Phase, at the point in the relevant Work for the Dole Phase that they would have been had the Suspension not occurred; and
 - (b) has been Suspended for fully meeting their Mutual Obligation Requirements by undertaking Activities to meet their Six Month Activity Requirement; and
 - (i) then ceases to be Suspended for any reason,
 - (ii) the Provider must resume providing Employment Provider Services to the Fully Eligible Participant (Mutual Obligation) in accordance with any Guidelines.

Fully Eligible Participants (Voluntary)

- 93.7 If the Provider identifies, or is notified by Services Australia, that a Fully Eligible Participant is a Fully Eligible Participant (Voluntary) and has experienced a situation that affects his or her ability to participate in voluntary activities for a specified period of time:
- (a) the Provider must immediately record on the Department's IT Systems that the Fully Eligible Participant is no longer participating as a Fully Eligible Participant (Voluntary) and the Suspension period resumes; and

- (b) the Fully Eligible Participant is Suspended and will remain Suspended until the Suspension ends or is lifted in accordance with clause 93.2.

ParentsNext Participants and Volunteers

93.8 If:

- (a) for a ParentsNext Participant:
 - (i) the ParentsNext Participant's ParentsNext Provider notifies the Provider that the ParentsNext Participant has an Exemption; or
 - (ii) the Provider identifies that the ParentsNext Participant has experienced circumstances which prevent the ParentsNext Participant from participating in Services for a specified period of time, in accordance with any Guidelines; and
 - (iii) the ParentsNext Participant's ParentsNext Provider agrees to their Suspension; and
- (b) for all other Volunteers, the Provider identifies, or is notified by Services Australia, that the Volunteer has experienced a situation that affects his or her ability to participate in voluntary activities for a specified period of time,

the Provider must Suspend the Volunteer, for a period of up to 13 weeks, or for multiple periods up to 13 weeks at a time, as appropriate, by recording the Suspension and the reasons for the Suspension on the Department's IT Systems.

93.9 Following any period of Suspension specified in clause 93.8, a Volunteer must be serviced by the Provider for the remainder of their six month Period of Service in accordance with clause 75.

94. Effect of Exits

94.1 Subject to clauses 95.2 and 82.2, when a Stream Participant is Exited in accordance with this Section B8, the:

- (a) current Period of Service;
 - (b) Period of Registration;
 - (c) Payment Period (if still current); and
 - (d) Period of Unemployment,
- for the Stream Participant end.

95. Exits

95.1 A Stream Participant is Exited when:

- (a) an Effective Exit occurs;
- (b) a Provider Exit occurs; or
- (c) any other event, as advised by the Department or as specified in any Guidelines, occurs.

95.2 Where an event under clause 95.1 occurs, the Provider may cease providing Services to a Stream Participant unless clauses 95.3 or 82.2 applies.

95.3 Where an Exit occurs for a Stream Participant, but the Stream Participant returns to the Services less than 13 Consecutive Weeks after the date of the Exit:

- (a) the Stream Participant's:

- (i) Period of Service;
 - (ii) Period of Registration (if relevant);
 - (iii) Payment Period (if still current); and
 - (iv) Period of Unemployment,
- continue from the date of the Stream Participant's return, and
- (b) the Provider must, as soon as it becomes aware of the Stream Participant's return:
 - (i) resume providing Employment Provider Services to the Stream Participant; and
 - (ii) record the resumption of Employment Provider Services on the Department's IT Systems in accordance with any Guidelines.

95.4 Where an Exit occurs for a Fully Eligible Participant and the Fully Eligible Participant subsequently returns to the services at 13 Consecutive Weeks or more after the date of the Exit, the Fully Eligible Participant begins a new:

- (a) Period of Service;
- (b) Period of Registration;
- (c) Payment Period; and
- (d) Period of Unemployment.

Fully Eligible Participants (Voluntary)

95.5 If a Fully Eligible Participant (Voluntary):

- (a) ceases to participate in voluntary activities;
- (b) no longer wishes to participate in voluntary activities; and
- (c) the Provider has confirmed that the Fully Eligible Participant (Voluntary) is:
 - (i) either fully meeting his or her Mutual Obligation Requirements or is the subject of an Exemption; and
 - (ii) the Fully Eligible Participant (Voluntary) is eligible for a Provider Exit in accordance with any Guidelines,

the Provider may perform a Provider Exit for the Fully Eligible Participant (Voluntary).

Volunteer

95.6 If a Volunteer advises the Provider that they do not wish to continue to participate in voluntary activities, the Provider must inform the Volunteer of the six month limit to their eligibility for Services, and if the Volunteer still wishes to cease participating in voluntary activities, the Provider must perform a Provider Exit for the Volunteer.

95.7 Where an Exit occurs for a Volunteer and the Volunteer subsequently seeks to return to the Services at 13 Consecutive Weeks or more after the date of the Exit, the Provider must not provide Services under Chapter B1 to the Volunteer unless the Provider determines that the Volunteer has had a significant change in individual circumstances, in accordance with any Guidelines, since the date of the Exit.

ParentsNext Participants

- 95.8 If a ParentsNext Participant and the Provider assess, in accordance with any Guidelines, that the ParentsNext Participant is unsuitable for the Services, the Provider must, subject to the agreement of the ParentsNext Participant's ParentsNext Provider, perform a Provider Exit for the ParentsNext Participant.

96. Other Suspensions and Exits

- 96.1 Stream Participants may be otherwise Suspended or Exited, as relevant, in accordance with any Guidelines.

Section B1.9 – New Enterprise Incentive Scheme Services

97. NEIS Services

- 97.1 Where the Provider and a Stream Participant who has been identified as eligible for NEIS on the Department's IT Systems have agreed that it may be appropriate for the Stream Participant to receive NEIS Services, the Provider must:
- (a) advise the Stream Participant of the matters which they must satisfy before they can receive NEIS Services, as specified in any Guidelines;
 - (b) identify the location in which the Stream Participant proposes to attend a Workshop and/or conduct his or her NEIS Business (as relevant) and:
 - (i) where the relevant location is within an Employment Region in which the Provider is a NEIS Provider, the Provider may choose to provide the relevant NEIS Services itself or, subject to clause 97.1(c), refer the Stream Participant to another NEIS Provider in the relevant Employment Region; or
 - (ii) where the relevant location is not within an Employment Region in which the Provider is a NEIS Provider, subject to clause 97.1(c), refer the Stream Participant to a NEIS Provider in that location;
 - (c) if the Stream Participant has expressed an interest in participating in a Workshop, use reasonable endeavours to refer the Stream Participant to a NEIS Provider who is a Workshop Provider with an available Workshop place;
 - (d) where the Stream Participant is assessed as NEIS Eligible by the relevant NEIS Provider, comply with any record keeping requirements specified in any Guidelines; and
 - (e) where the Stream Participant is assessed by the relevant NEIS Provider as:
 - (i) not NEIS Eligible;
 - (ii) NEIS Eligible, but not suitable to participate in a Workshop and not having a NEIS Business Plan that meets the NEIS Business Eligibility Criteria; or
 - (iii) not participating appropriately in a Workshop or NEIS Training, and is referred back to the Provider, immediately provide the Stream Participant with alternative Services in accordance with this Deed.
- 97.2 The Provider must work with Workshop Providers to arrange Complementary Placements for Stream Participants in accordance with clause 107.1A.

Note: A NEIS Provider must deliver NEIS Services in accordance with Part C of this Deed.

Section B1.10 – Performance management

98. Quality Assurance Framework conformance

Certificate of Quality Assurance Framework conformance

- 98.1 The Provider must, in accordance with this clause 98:
- (a) obtain a Quality Assurance Framework Certificate no later than:
 - (i) 12 months from the Deed Commencement Date; or
 - (ii) any other date Notified by the Department; and
 - (b) maintain the currency of the Quality Assurance Framework Certificate for the duration of the Service Period and any Extended Service Period(s).

Quality Assurance Framework Audits

- 98.2 The Provider must undertake Quality Assurance Framework Audits, in accordance with this clause 98 and any Guidelines, during the Term of this Deed.

Quality Auditors

- 98.3 For the purposes of this clause 98, the Provider must:
- (a) contract one or more Quality Auditors in accordance with any Guidelines; and
 - (b) ensure that in any relevant contract, it requires Quality Auditors to provide all information and assistance to the Department, as requested by the Department, in relation to Quality Assurance Framework Audits.
- 98.4 The Department may provide any Quality Auditor with information to assist the Quality Auditor with a QAF Audit, and any information so provided, will also be provided to the Provider.
- 98.5 Notwithstanding that a Quality Auditor is paid by the Provider, the Quality Auditor is deemed to be a Department Employee for the purposes of clause 40, and the Provider must give the Quality Auditor all required access and assistance, for the purpose of conducting QAF Audits, in accordance with clause 40.

Quality Assurance Framework Audit Plan for Quality Principles Audits

- 98.6 The Provider must in accordance with any Guidelines, prepare and submit to the Department a Quality Assurance Framework Audit Plan prior to the conduct of each Quality Principles Audit.

Quality Reports

- 98.7 The Provider must, in accordance with any Guidelines, submit Quality Reports and information specified in any Guidelines or requested by the Department, within any timeframe specified by the Department.
- 98.8 If the Department determines that it is not satisfied with the quality and detail of any Quality Report or any information provided by the Provider under clause 98.7, the Department may:
- (a) require the Provider to:
 - (i) correct any defect with the relevant Quality Report or information; and
 - (ii) resubmit the Quality Report or information to the Department,as directed by the Department, and the Provider must comply with this requirement;
 - (b) require the Provider to undertake a further Quality Assurance Framework Audit, as directed by the Department, including a direction to use a different Quality Auditor to

that used in the original Quality Assurance Framework Audit, and the Provider must comply with this requirement; and/or

- (c) immediately suspend the Provider's Quality Assurance Framework Certificate.

Outcomes of Quality Assurance Framework Audits

98.9 The Department will consider the relevant Quality Report and any information provided by the Provider and may, at its absolute discretion:

- (a) issue the Provider with a Quality Assurance Framework Certificate, with or without conditions;
- (b) renew the Provider's Quality Assurance Framework Certificate, with or without conditions; or
- (c) refuse to issue or renew the Provider's Quality Assurance Framework Certificate; and
- (d) in relation to a Major Non-conformance, suspend the Provider's Quality Assurance Framework Certificate for any period.

98.10 Unless otherwise agreed or directed by the Department in writing, the Provider must:

- (a) submit a Corrective Action Plan to the Department; and
- (b) correct all Non-conformances identified in a Non-conformance Report in accordance with any Guidelines.

98.11 If:

- (a) the Provider fails to comply with this clause 98; or
 - (b) the Department suspends the Provider's Quality Assurance Framework Certificate, the Department may immediately:
 - (c) take action under clause 52.2; or
 - (d) terminate this Deed under clause 56,
- by providing Notice to the Provider.

99. Performance Indicators

Employment Provider Services KPIs

99.1 The Employment Provider Services KPIs are as follows:

- (a) KPI 1: The time the Provider takes to assist relevant Stream Participants, as specified in any Guidelines, into Employment, and commence them in an Activity in the Work for the Dole Phase.
 - (i) KPI 1 measurement: the Department's assessment of the Provider's performance is based on:
 - (A) the average time taken from Commencement of the relevant Stream Participants to the achievement of:
 - 99.1.a.i.A.1. Employment Outcomes in Employment, where the Provider is entitled to, and has claimed, an Outcome Payment for a 26 Week Period; and

- 99.1.a.i.A.2. HTS jobactive Outcomes, where the Provider is entitled to, and has claimed, an HTS jobactive Outcome Payment for an HTS 26 Week Period; and
- (B) the time taken for the relevant Stream Participants to commence in an Activity in the Work for the Dole Phase in accordance with Section B3.2.
- (b) KPI 2: The proportions of relevant Stream Participants, as specified in any Guidelines, for whom Employment Outcomes and HTS jobactive Outcomes are achieved, and that meet their Annual Activity Requirement in accordance with this Deed.
- (i) KPI 2 measurement: The Department's assessment of the Provider's performance is based on:
- (A) the proportions of Outcome Payments claimed for the relevant Stream Participants in accordance with clause 125; and
- (B) the proportions of the relevant Stream Participants that meet their Annual Activity Requirement in accordance with Section B3.2.
- (c) KPI 3: The Department's assessment of quality and assurance including:
- (i) certification against the Quality Assurance Framework;
- (ii) a Compliance Indicator; and
- (iii) the Department's assessment of service delivery against the Service Guarantees and the Provider's Service Delivery Plan(s).

Other factors in performance assessment

- 99.2 When assessing the Provider's performance, the Department may also take into account other factors including but not limited to:
- (a) the Provider's performance in assisting Aboriginal and Torres Strait Islander peoples and establishing Indigenous-specific Work for the Dole activities;
- (b) the Provider's performance in building linkages with Employers to understand and meet the skills needs of the local labour market;
- (c) the Provider's use of the Employment Fund;
- (d) collaboration with other Employment Providers, NEST Providers, Transition to Work Providers, ParentsNext Providers, NEIS Providers, HTS Providers, Disability Employment Services providers, EST Providers, Time to Work Providers CTA Providers and SEE Providers;
- (e) the extent to which the Provider:
- (i) monitors compliance of Fully Eligible Participants with their Mutual Obligation Requirements and other requirements in their Job Plans;
- (ii) ensures Fully Eligible Participants meet their Six Month Activity Requirement; and
- (iii) implements the compliance framework specified in Chapter B3 as necessary to ensure that Fully Eligible Participants comply;
- (f) usage and delivery of initiatives and programs that may be announced by the Government over the Term of this Deed;
- (g) the Provider's compliance with this Deed and any representation made by the Provider in its tender response to the request for tender for this Deed;

- (h) the Provider's performance in developing and maintaining good relationships with potential and participating Activity Host Organisations; and
- (i) any other information available to the Department, including Provider feedback, feedback from Stream Participants, Employers, intelligence from the Department's Employment Services Tip off Line, Services Australia, the Provider's Star Ratings and Compliance Indicator.

100. Provider Star Ratings and Compliance Indicator

100.1 The Department may:

- (a) calculate Star Ratings and/or a Compliance Indicator for the Provider for the purposes of assessing the Provider's performance of Employment Provider Services and comparing the Provider's performance against other Employment Providers; and
- (b) at its absolute discretion, publish the Provider's Star Ratings and/or Compliance Indicator.

101. Action about performance

101.1 Without limiting the Department's rights under this Deed or the law, if, at any time, the Department considers that the performance of the Provider at the Employment Region or Site level is less than satisfactory (including as assessed against the Employment Provider Services Key Performance Indicators and the outcomes of any Program Assurance Activities), the Department may, at its absolute discretion,

- (a) reduce the Provider's Business Share; or
- (b) require the Provider to close relevant Sites,

and the Provider must comply with any direction by the Department in relation to such action.

101.2 If, at any time, the Department considers the performance of the Provider at the Employment Region level warrants it, the Department may, with the agreement of the Provider, increase the Provider's Business Share for a period of time specified by the Department.

Business reallocation following performance assessments

101.3 In addition to any other rights of the Department under this Deed, if at the completion of a performance assessment or review under clause 28, the Provider's:

- (a) Star Rating for an Employment Region or for a Site is 2-Stars or below; or
- (b) performance in the Employment Region or at the Site is otherwise not to the Department's satisfaction, including after taking the Compliance Indicator into consideration,

the Department may, at its absolute discretion, and without limitation of any of the Department's rights under this Deed or the law:

- (c) for the Employment Region:
 - (i) by Notice, reduce the Provider's Business Share in that Employment Region;
 - (ii) reduce the number of Referrals to the Provider in that Employment Region, commensurate with the reduction in Business Share; and
 - (iii) transfer Stream Participants on the Provider's caseload to another Employment Provider; and

- (d) for the Site:
 - (i) Notify the Provider that the Provider must discontinue providing the Services at the Site;
 - (ii) cease all Referrals to that Site from the date of the Notice; and
 - (iii) transfer Stream Participants from that Site, including to another Employment Provider, and

if the Department takes the action specified in clause 101.3(d)(i), the Provider must immediately discontinue providing the Services at the Site in accordance with the relevant Notice and provide the Department with the assistance and cooperation in clauses 57.5 and 57.6 to ensure that Participants affected by the discontinuation of the Provider's Services at that Site are transferred to other Employment Providers or another Site of the Provider as directed by the Department.
- 101.4 References in this clause 101 to decreasing the Provider's Business Share in an Employment Region, include decreasing the Business Share in the Employment Region to zero.
- 101.5 If, in accordance with this clause 101, the Department decreases the Provider's Business Share in an Employment Region to zero, the Department may Notify the Provider that it must discontinue providing the Services in the Employment Region from the date specified by the Department, and the Provider must:
 - (a) discontinue providing the Services in the Employment Region in accordance with the Notice; and
 - (b) provide the Department with the assistance and cooperation in clauses 57.5 and 57.6 to ensure that Fully Eligible Participants affected by the discontinuation of the Provider's Services in that Employment Region are transferred to other Employment Providers as specified by the Department.
- 101.6 For the avoidance of doubt, any decrease in Business Share under this clause 101 is not a reduction of scope or termination for which compensation is payable.
- 101.7 If the Department takes any action under this clause 101:
 - (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.
- 101.8 This clause 101 operates without prejudice to any other right which the Commonwealth has or which may accrue to the Commonwealth under this Deed or the law.

CHAPTER B2 – SPECIFIC EMPLOYMENT PROVIDER SERVICES

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Employment Provider Services are comprised of Services under three Streams – Streams A, B and C. A Stream Participant who is subject to the SPI Measure can receive Employment Provider Services under either Stream A or Stream B (depending on their Assessment). Services for this group are different from Services for other Participants in these Streams. Accordingly, Stream Participants in Stream A are identified in this Deed as Stream A (SPI) Participants and Stream A (General) Participants, while those in Stream B are identified as Stream B (SPI) Participants and Stream B (General) Participants. The Services provided to Stream A (SPI) Participants and Stream B (SPI) Participants (together 'SPI Participants') are similar. Accordingly, Services for these two groups are dealt with together under Section B2.1.

The timing of the Services phases for Stream B (General) Participants and Stream C Participants are identical. Accordingly, Services for these two groups are dealt with together under Section B2.3.

The Services provided to Stream A (General) Participants are different from all of the above, so Services for this group are dealt with separately under Section B2.2. Volunteers receive Services as Stream A (General) Participants for a maximum of six months and then are automatically exited from the Services.

Section B2.1 – Stronger Participation Incentives Participants

READER'S GUIDE

Beginning 1 October 2016, all SPI Participants who have not already commenced in the SPI Work for the Dole Phase for the first time will, following their Initial Interview, enter a Case Management Phase for a total of 12 months. They then generally move into the SPI Work for the Dole Phase for six months, and then back into the SPI Case Management Phase and so on until they are no longer an SPI Participant.

The Provider must provide additional services to 'SPI Participants to help them gain work related skills and find a job. This includes appointments with SPI Participants each month to discuss the Job Searches that they have undertaken in the previous month and referral of SPI Participants to jobs that the Provider has identified, as specified in clause 84.1(b). These appointments will also allow the early identification of any failures by SPI Participants to meet their Mutual Obligation Requirements. Where the Provider reports non-compliance to Services Australia, penalties may be imposed.

SPI Participants will be expected to undertake Work for the Dole activities for 25 hours per week for 26 weeks after they have been in employment services for 12 months.

102. SPI Participants

102.1 Subject to clause 105, and in addition to Services specified:

- (a) under Chapter B1, including clause 84.1(b) in relation to Appointments;
 - (b) in the Service Delivery Plan; and
 - (c) in the Provider's tender response to the request for tender for this Deed,
- the Provider must for each Stream A (SPI) Participant and Stream B (SPI) Participant:
- (d) provide Services taking into account their eligibility for the Youth Wage Subsidy, the Youth Bonus Wage Subsidy available from 1 January 2017, and a RATTUAI Payment, as provided for under clauses 89 and 90;
 - (e) during each SPI Work for the Dole Phase, provide Activities for 25 hours per week; and
 - (f) monitor in accordance with clauses 106A and 113 whether they have met their Mutual Obligation Requirements, and manage any failure to do so in accordance with Section B3.4.

Section B2.2 – Stream A (General) Participants

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Following their Initial Interview, Stream A (General) Participants generally enter a Self Service and Job Activity Phase for six months.

Stream A (General) Participants who are participating in Online Employment Services are deemed to be in the Self Service and Job Activity Phase. If they leave OES and register with the Provider:

- before 6 months, they will continue in the Self Service and Job Activity Phase until the end of 6 months;
- after 6 months, they will move into the Stream A Case Management Phase until the end of 12 months;

- after 12 months, they will move into the Stream A Work for the Dole Phase until the end of 18 months; and
- after 18 months, they will move into the Stream A Case Management Phase.

Stream A (General) Participants who have not already commenced in the Stream A Work for the Dole Phase for the first time will, after the Self Service and Job Activity Phase, move into the Stream A Case Management Phase for six months (unless the Provider moves them into the Work for the Dole Phase earlier in accordance with clause 103.2). They then generally move into the Stream A Work for the Dole Phase for six months, then into a Stream A Case Management Phase for six months and then back into the Stream A Work for the Dole Phase for six months. They then continue on this alternating six monthly pattern until they move into another Stream or Exit.

103. Stream A (General) Participants

103.1 In addition to Services specified under Chapter B1, in the Service Delivery Plan and in the Provider's tender response to the request for tender for this Deed, the Provider must for each Stream A (General) Participant:

- (a) with an Annual Activity Requirement, during each Stream A Work for the Dole Phase, provide Activities:
 - (i) for Stream Participants aged up to and including 49 years, of 50 hours per fortnight;
 - (ii) for Stream Participants aged 50 to 59 years, of 30 hours per fortnight; and
 - (iii) for Stream Participants aged 60 years up to (but not including) the Pension Age, of 10 hours per fortnight; or
 - (iv) as otherwise specified in any Guidelines or directed by the Department;
- (b) if they are a Fully Eligible Participant (Mutual Obligation), monitor, in accordance with clauses 106A and 113, if they have met their Mutual Obligation Requirements, and manage any failure to do so in accordance with Section B3.4;
- (c) if they are a Disability Support Pension Recipient (Compulsory Requirements), monitor, in accordance with clause 106.2, if they have met their compulsory participation requirements, and manage any failure to do so in accordance with clause 117; and
- (d) if they are a Fully Eligible Participant with a Six Month Activity Requirement, provide Activities:
 - (i) for Stream Participants that allow them to meet their Six Month Activity Requirement; and
 - (ii) as otherwise specified in any Guidelines or directed by the Department.

103.2 If, after six months of their Period of Service and before 12 months of their Period of Service, the Provider determines that a Stream A (General) Participant or Stream A (SPI) Participant is not fully participating in, or benefitting from, any intervention that the Provider deems necessary to make them job ready, the Provider may immediately commence them in Stream A Work for the Dole Phase.

Section B2.3 – Stream B (General) Participants and Stream C Participants

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The Services for Stream B (General) Participants and Stream C Participants alternate between Case Management Phases and Work for the Dole Phases. The Case Management Phases and the Work for the

Dole Phases for Stream B (General) Participants and Stream C Participants are different to those for SPI Participants and Stream A (General) Participants.

Following their Initial Interview, Stream B (General) Participants and Stream C Participants generally enter the relevant Case Management Phase for 12 months (unless the Provider moves them earlier in accordance with clause 104.2). They then generally alternate between six months in the relevant Work for the Dole Phase and six months in the relevant Case Management Phase until they move into another Stream (if in Stream B), or Exit.

104. Stream B (General) Participants and Stream C Participants

104.1 Subject to clause 105, and in addition to Services specified:

- (a) under Chapter B1;
 - (b) in the Service Delivery Plan; and
 - (c) in the Provider's tender response to the request for tender for this Deed,
- the Provider must for each Stream B (General) Participant and Stream C Participant:
- (d) during each Stream B Case Management Phase and Stream C Case Management Phase, as relevant, provide activities to increase their job competitiveness, including any required non-vocational Interventions; and
 - (e) with an Annual Activity Requirement, during each Stream B Work for the Dole Phase and Stream C Work for the Dole Phase, as relevant, provide Activities:
 - (i) for Stream Participants up to and including 49 years, of 50 hours per fortnight;
 - (ii) for Stream Participants aged 50 to 59 years, of 30 hours per fortnight; and
 - (iii) for Stream Participants aged 60 years up to (but not including) the Pension Age, of 10 hours per fortnight; or
 - (iv) as otherwise specified in any Guidelines or directed by the Department;
 - (f) if they are a Fully Eligible Participant (Mutual Obligation), monitor, in accordance with clause 106A and 113, if they have met their Mutual Obligation Requirements, and manage any failure to do so in accordance with Section B3.4;
 - (g) if they are a Disability Support Pension Recipient (Compulsory Requirements), monitor, in accordance with clause 106.2, if they have met their compulsory participation requirements, and manage any failure to do so in accordance with clause 117; and
 - (h) if they are a Fully Eligible Participant with a Six Month Activity Requirement, provide Activities:
 - (i) for Stream Participants that allow them to meet their Six Month Activity Requirement; and
 - (ii) as otherwise specified in any Guidelines or directed by the Department.

104.2 If, after six months of their Period of Service and before 12 months of their Period of Service, the Provider determines that a Stream B (General) Participant or Stream C Participant is not fully participating in, or benefitting from, any Intervention that the Provider deems necessary to make them job ready, the Provider may immediately commence them in the Stream B Work for the Dole Phase or the Stream C Work for the Dole Phase, as relevant.

105. Early School Leavers

- 105.1 For Early School Leavers, the Provider must provide Activities for up to 25 hours per week in accordance with any Guidelines, and manage any failure to meet their Mutual Obligation Requirement in accordance with Section B3.4, while they are an Early School Leaver, regardless of the phase or period.

Records for Early School Leavers

- 105.2 If a person who has been assessed as being an Early School Leaver advises the Provider that they have attained a Year 12 or equivalent qualification, the Provider must:
- (a) request the person to provide evidence of that qualification to the Provider;
 - (b) retain Records of this request and a copy of any evidence provided by the person, in accordance with clause 37; and
 - (c) if requested by the Department, provide a copy of the Record to the Department or Services Australia, in accordance with any Guidelines.

105A Reserved.

CHAPTER B3 – TARGETED COMPLIANCE FRAMEWORK AND ACTIVITIES

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Employment Providers must actively monitor and manage Mutual Obligation Requirements for each Fully Eligible Participant (Mutual Obligation) to assist the Participant to meet their obligation to actively look for work while in receipt of an Income Support Payment.

Under the Targeted Compliance Framework, a Fully Eligible Participant (Mutual Obligation)'s Income Support Payment may be suspended, reduced and/or cancelled if the Participant commits a:

- Mutual Obligation Failure, ie, fails to comply with obligations such as attending appointments, undertaking activities, or taking action to gain employment;
- Work Refusal Failure, ie, refuses or fails to accept an offer of suitable employment; or
- Unemployment Failure, ie, becomes unemployed because of a voluntary act (except a reasonable act) or misconduct.

For a Mutual Obligation Failure without a Valid Reason or a Work Refusal Failure, the Fully Eligible Participant (Mutual Obligation)'s Income Support Payment will usually be suspended until a Reconnection Requirement is met. The Income Support Payment may then be back paid. Additionally, if the Fully Eligible Participant (Mutual Obligation):

- does not meet their Reconnection Requirement within 4 weeks, Services Australia will usually cancel the Participant's Income Support Payment;
- does not have a Valid Reason for a Mutual Obligation Failure, the Fully Eligible Participant (Mutual Obligation) will accrue a Demerit;
- has persistently committed Mutual Obligation Failures (determined largely by the accrual of Demerit) and does not have a Reasonable Excuse, Services Australia will also reduce their Income Support Payment (by either 50% or 100% for a period) or cancel their Income Support Payment; and
- does not have a Reasonable Excuse for a Work Refusal Failure, Services Australia will also cancel their Income Support Payment.

No Income Support Payments may be paid to the Fully Eligible Participant (Mutual Obligation) for 4 weeks if an Income Support Payment is cancelled where the participant has committed a Work Refusal Failure or persistently committed Mutual Obligation Failures.

For an Unemployment Failure, no Income Support Payment may be paid to the Fully Eligible Participant (Mutual Obligation) for either 4 or 6 weeks, depending on whether a RATTUAI Payment has been made to help the person take up the employment concerned.

Section B3.1 – Mutual Obligation Requirements Generally

106. Mutual Obligation Requirements – Generally

General requirements for Fully Eligible Participants

106.1 For each Fully Eligible Participant (Mutual Obligation), the Provider must:

- (a) ensure that the Participant understands:
 - (i) their Mutual Obligation Requirements;
 - (ii) their personal responsibility to self-report participation against their Mutual Obligation Requirements (unless the Participant is assessed as not being capable of self-reporting under clause 106A.1(a));
 - (iii) the circumstances in which a Mutual Obligation Failure, Work Refusal Failure, Unemployment Failure and failure to meet a Reconnection Requirement can occur, including where the Participant does not communicate an Acceptable Reason prior to failing to meet a Mutual Obligation Requirement; and
 - (iv) the consequences for the Participant's Income Support Payment if the Participant persistently commits Mutual Obligation Failures without a Reasonable Excuse, commits a Work Refusal Failure without a Reasonable Excuse, commits an Unemployment Failure, or fails to meet a Reconnection Requirement;
- (b) assess the Participant's capability to take personal responsibility for self-reporting in accordance with clause 106A.1(a);
- (c) actively monitor and record each Fully Eligible Participant (Mutual Obligation)'s participation against their Mutual Obligation Requirements in accordance with clause 106A and clause 113;
- (d) respond to any non-compliance by a Participant with their Mutual Obligation Requirements in accordance with Section B3.4 – Compliance Action; and
- (e) confirm, at least once every six months following the Commencement of each Fully Eligible Participant (Mutual Obligation), that all relevant contact details are accurately reflected in the Department's IT Systems, including the Fully Eligible Participant (Mutual Obligation)'s phone number(s), email address and postal address.

General requirements for Disability Support Pension Recipients (Compulsory Requirements)

106.2 For each Disability Support Pension Recipient (Compulsory Requirements), the Provider must:

- (a) notify the Disability Support Pension Recipient (Compulsory Requirements) of the full details of any requirement that the Participant must meet to remain eligible for Income Support Payments, if the full details of that requirement (for example, the time, date and location that the requirement is to be undertaken):
 - (i) are not specified in the Participant's Job Plan; and
 - (ii) have not otherwise been notified to the Participant,and document the details of the relevant notice in the Department's IT Systems if the Department's IT Systems are not used to generate the notice.

- (b) monitor the participation of the Disability Support Pension Recipient (Compulsory Requirements), including monitoring whether they attend Appointments, enter into a current Job Plan and participate in Activities, as specified in any Guidelines; and
- (c) if the Provider determines that the Disability Support Pension Recipient (Compulsory Requirements) has not attended an Appointment, entered into a current Job Plan or appropriately participated in any Activities, as specified in any Guidelines, promptly take action in accordance with this Deed, including Section B3.4 and any Guidelines.

Monitoring and reporting for ParentsNext Participants

106.3 The Provider must, in accordance with any Guidelines:

- (a) monitor the participation of ParentsNext Participants in Activities;
- (b) where the Provider determines that a ParentsNext Participant has failed to attend, or participate appropriately in, an Activity, notify their ParentsNext Provider as soon as practicable; and
- (c) regularly report to the ParentsNext Provider for each ParentsNext Participant on the participation of that ParentsNext Participant in the Activities.

106A Personal Responsibility and Monitoring

106A.1 For each Fully Eligible Participant (Mutual Obligation), the Provider must:

- (a) when entering into a Job Plan, assess the Participant's capability to take personal responsibility for self-reporting participation against the Mutual Obligation Requirements in their Job Plan, in accordance with any Guidelines, and record the result of this assessment in the Department's IT Systems; and
- (b) actively monitor the Participant's compliance with the Mutual Obligation Requirements, including as specified in:
 - (i) clause 106A.2 for Mutual Obligation Requirements other than Job Search Requirements; and
 - (ii) clause 113 for Job Search Requirements.

106A.2 For each Fully Eligible Participant (Mutual Obligation), the Provider must:

- (a) if the Provider assesses the Participant is capable of self-reporting, confirm the Participant's self-reporting of; or
- (b) if the Provider assesses that Participant is not capable of self-reporting, record for the Participant,

participation against each of the Mutual Obligation Requirements scheduled in their Electronic Calendar:
- (c) no later than close of business on the day that the Engagement is scheduled to occur in the Participant's Electronic Calendar; or
- (d) as otherwise specified in any Guidelines.

106B Active Management of Mutual Obligation Requirements

106B.1 If the Provider is satisfied that a Fully Eligible Participant (Mutual Obligation) has an Acceptable Reason for being unable to comply with a Mutual Obligation Requirement on the date or at the time the Mutual Obligation Requirement is scheduled to occur in their

Electronic Calendar, the Provider must reschedule or remove the Mutual Obligation Requirement from the Electronic Calendar in accordance with any Guidelines.

Note: A Fully Eligible Participant (Mutual Obligation) will not commit a Mutual Obligation Failure if the relevant Mutual Obligation Requirement is rescheduled or removed by the Provider in accordance with clause 106B.1.

Section B3.2 – Activities

READER'S GUIDE

Subject to certain conditions, this section requires the Provider to provide Activities for Stream Participants in any phase of their Stream, as specified in their Job Plan and which are designed to help them improve their employment prospects.

All Fully Eligible Participants (Mutual Obligation) aged up to, but not including, the Pension Age, who have been in employment services for 12 months, must undertake an approved activity for six consecutive months each year while they remain unemployed, subject to exclusions as specified in any Guidelines. This activity requirement is called the Annual Activity Requirement. Work for the Dole activities are the principal, but not the only, approved activity that can be used in order to satisfy this annual requirement.

As of 1 October 2021, all Fully Eligible Participants (Mutual Obligation) aged up to, but not including, the Pension Age must also undertake an approved activity after six months in employment services. This requirement is called the Six Month Activity Requirement.

This section deals with the Provider's responsibilities in relation to the sourcing and provision of the range of approved activities which can be used to satisfy the Annual Activity Requirement for Fully Eligible Participants (Mutual Obligation) in the Work for the Dole Phase and the Six Month Activity Requirement.

107. Activities

107.1 Except for NEIS Prospective Participants, the Provider must ensure that:

- (a) each Fully Eligible Participant (Mutual Obligation) who commences in the Work for the Dole Phase; and
 - (i) subject to clause 107.3 and any Guidelines:
 - (A) each Fully Eligible Participant (Mutual Obligation) who commences in the Case Management Phase; and
 - (B) each Stream Participant, other than a Fully Eligible Participant (Mutual Obligation), who commences in any phase within a Stream,
- participates immediately in Activities which:
- (ii) for Fully Eligible Participants (Mutual Obligation), allow them to meet their Annual Activity Requirement; and
 - (iii) for all Stream Participants, are in accordance with their Job Plan and take into account their circumstances and work capacity; and
- (b) each Fully Eligible Participant (Mutual Obligation) with a Six Month Activity Requirement participates in Activities which:
 - (i) allow them to meet their Six Month Activity Requirement; and
 - (ii) are in accordance with their Job Plan and take into account their circumstances and work capacity.

Note 1: Annual Activity Requirements and Six Month Activity Requirements vary according to age and work capacity and are as specified in any Guidelines or as otherwise advised by the Department.

Note 2: NEIS Prospective Participants do not have an Annual Activity Requirement or Job Search Requirements while they participate in NEIS.

Note 3: Volunteers do not have an Annual Activity Requirement or a Six Month Activity Requirement.

- 107.1A For NEIS Prospective Participants who:
- (a) have completed a Workshop;
 - (b) are identified by the Provider and the relevant Workshop Provider as being eligible and suitable to undertake a Complementary Placement; and
 - (c) have agreed to undertake a Complementary Placement,
- the Provider must provide, Broker, Purchase or arrange a Complementary Placement, subject to this Deed including clause 97.2 and any Guidelines.
- 107.2 Subject to this Deed including any Guidelines, the Provider must provide, Broker, Purchase or arrange Activities for the purposes of clause 107.1.
- 107.3 In complying with clauses 107.1 and 107.2, the Provider must give priority to Fully Eligible Participants (Mutual Obligation) over other Stream Participants.
- 107.4 For the purposes of clauses 107.1 to 107.3, the Provider may, subject to any Guidelines:
- (a) provide the Activities itself, except for:
 - (i) NWEF Placements;
 - (ii) PaTH Internships;
 - (iii) EST Courses; and
 - (iv) Launch into Work Placements;
 - (b) Broker or Purchase the Activities with, or from, an Activity Host Organisation;
 - (c) arrange Activities for Stream Participants in accordance with any Guidelines;
 - (d) refer EST Eligible Participants to EST Courses;
 - (e) refer CTA Eligible Participants to a CTA Course; or
 - (f) refer SEE Eligible Participants to a SEE Training Course.
- 107.5 Where the Provider:
- (a) Brokers an Activity, it must do so under an Activity Host Organisation Agreement and such an agreement is not a Subcontract; and
 - (b) Purchases an Activity, it must, as relevant to the particular arrangement, do so under:
 - (i) a Subcontract and comply with clause 48; or
 - (ii) an Activity Host Organisation Agreement;
 - (c) subject to clause 107.5(d), arranges Activities for Stream Participants, it does not need to do so under a formal agreement, except for Work for the Dole activities, National Work Experience Programme Placements, Work Experience (Other) Placements, PaTH Internships, CTA and any other Activities as specified in any Guidelines; or
 - (d) provides an Activity itself, it must do so in accordance with any Guidelines.
- 107.6 Any Activity Host Organisation or other Subcontractor that provides Services directly in relation to an Activity under a Subcontract with the Provider is deemed to be an approved Subcontractor for the purposes of clause 48.1(a) in relation to those Services.

- 107.7 The Department may, at any time and at its absolute discretion, give a written direction to the Provider in relation to an Activity, a proposed Activity or a type of Activity, including a direction that:
- (a) an Activity may not be undertaken, or continue, as an Activity;
 - (b) an Activity be varied;
 - (c) an Activity be managed directly by the Provider, rather than a Subcontractor or an Activity Host Organisation who is not a Subcontractor;
 - (d) the Provider must provide, Broker, Purchase or arrange an Activity for Stream Participants; or
 - (e) the Provider must not provide, Broker, Purchase or arrange an Activity or type of Activity for Stream Participants.
- 107.8 If the Department gives a direction to the Provider in relation to an Activity, a proposed Activity or a type of Activity, the Provider must:
- (a) immediately take any action required by the direction; and
 - (b) otherwise continue to perform the Services in accordance with this Deed.
- 107.9 If the Provider becomes aware that an Activity 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, if the Department is not already aware; and
 - (b) renegotiate, terminate or not renew any Activity Host Organisation Agreement or Subcontract with the Activity Host Organisation as directed by the Department and in accordance with any Guidelines.
- 107.10 The Provider must, in accordance with any Guidelines, ensure that all Activities other than EST, CTA, and SEE provide Work-like Experiences that will develop or enhance each Stream Participant's abilities in one or more of the following areas:
- (a) taking directions from a supervisor;
 - (b) working independently;
 - (c) communicating effectively;
 - (d) motivation and dependability; and
 - (e) where relevant, working as part of a team.

Recording information about Activities in the Department's IT Systems

- 107.11 For Fully Eligible Participants with an Annual Activity Requirement, the Provider must, in accordance with any Guidelines, record details of the following in the Department's IT Systems:
- (a) relevant Activities, including referrals to and placements in Activities and Work for the Dole Places;
 - (b) required hours of participation for each Fully Eligible Participant participating in Work for the Dole activities to meet their Annual Activity Requirement;
 - (c) the number of hours completed by each Fully Eligible Participant in Work for the Dole activities or other Activities to meet their Annual Activity Requirement; and

(d) any other information as specified in any Guidelines.

107.12 For Fully Eligible Participants with a Six Month Activity Requirement, the Provider must, in accordance with any Guidelines, record details of the following in the Department's IT Systems:

- (a) relevant Activities, including referrals to and placements in Activities and Work for the Dole Places; and
- (b) any other information as specified in any Guidelines.

108. Work for the Dole

Categories of Work for the Dole activities

108.1 Unless otherwise agreed by the Department in writing, the Provider must not provide, Purchase, Broker or arrange Work for the Dole activities if they, in whole or in part, and as specified in any Guidelines:

- (a) involve working exclusively on private property, unless they are:
 - (i) a Community Support Project; or
 - (ii) otherwise specified in any Guidelines;
- (b) subject to clause 108.1(a), require Fully Eligible Participants or DES Participants to enter private homes or grounds;
- (c) compete with established businesses;
- (d) are in child care or preschools;
- (e) involve personal care of people, of an intimate nature, including dressing, showering, feeding or toileting, or professional services;
- (f) fulfil a function that is part of a commercial contract or enterprise;
- (g) fulfil a function which would normally be undertaken by the Provider under this Deed, or any other contract or arrangement between the Provider and the Department;
- (h) are undertaken for a for-profit organisation or on a for-profit basis, unless they are:
 - (i) a Community Support Project; or
 - (ii) otherwise specified in any Guidelines;
- (i) result in a benefit or gain to the Provider, or would fund any operations, activities or infrastructure of the Provider;
- (j) involve work which would have been undertaken by a paid worker if the Work for the Dole activity had not taken place; or
- (k) are otherwise prohibited under any Guidelines or by any advice provided by the Department.

Who can participate in Work for the Dole activities

108.2 The Provider must only:

- (a) provide, Broker, Purchase or arrange Work for the Dole activities for Fully Eligible Participants; or
- (b) provide Work for the Dole activities for DES Participants,

and do so in accordance with any Guidelines.

108.3 The Provider must, in accordance with any Guidelines, place in Work for the Dole activities all:

- (a) Fully Eligible Participants (Mutual Obligation) aged 18 to 49, except:
 - (i) where they have arranged to meet their Annual Activity Requirement through either another type of Activity that is able to commence at the time they become subject to their Annual Activity Requirement, or they have already commenced participation at that time in another type of Activity; or
 - (ii) to the extent that they are meeting their Annual Activity Requirement through a combination of Activities not including Work for the Dole activities;
- (b) Fully Eligible Participants (Mutual Obligation) aged 18 to 49 to the extent that they are meeting their Annual Activity Requirement through a combination of Activities including through Work for the Dole activities and another type of Activity
- (c) Fully Eligible Participants (Mutual Obligation) aged 18 to 49, except:
 - (i) where they have arranged to meet their Six Month Activity Requirement through either another type of Activity, or they have already commenced participation at that time in another type of Activity; or
 - (ii) where they have met the Six Month Activity Requirement through an approved Activity in accordance with requirements set out in any Guidelines; and
- (d) subject to clause 108.4, other Fully Eligible Participants who choose to participate in Work for the Dole activities.

Note: An example of the cohort under clause 108.3(c) is Fully Eligible Participants aged 50 to 59 who have Mutual Obligation Requirements but who cannot be compelled to do Work for the Dole activities to meet their Annual Activity Requirement or Six Month Activity Requirement.

108.4 The Provider must not place a Fully Eligible Participant into Work for the Dole activities if the Fully Eligible Participant is aged less than 18 years.

108.4A The Provider:

- (a) may place Stream C Participants into Group Based Activities; and
- (b) must not place Stream A Participants or Stream B Participants into Group Based Activities unless:
 - (i) exceptional circumstances, as specified in any Guidelines, apply; or
 - (ii) the Department has otherwise agreed to it in writing.

108.5 Subject to this Deed, the Provider may, in accordance with any Guidelines:

- (a) claim and fill Work for the Dole Places which have been Sourced by another Employment Provider or a NEST Provider, and advertised as available on the Department's IT Systems; or
- (b) itself Source Work for the Dole Places, and claim and fill those Work for the Dole Places; and
- (c) claim in accordance with clause 124 and clause 124A respectively:
 - (i) a Work for the Dole Fee for each Work for the Dole Place; and
 - (ii) a Work for the Dole Place Fee for each Work for the Dole Place Sourced by the Provider.

Advertised Work for the Dole Places

- 108.6 The Provider may claim a Work for the Dole Place, which is advertised on the Department's IT Systems and which commences in the future, up to 10 Business Days prior to the start date of the relevant Work for the Dole activity.
- 108.7 If the Provider claims a Work for the Dole Place referred to in clause 108.6, the Provider must in accordance with any Guidelines:
- (a) immediately record the relevant Participant's Job Seeker ID to the Work for the Dole Place; and
 - (b) commence the relevant Participant in that place within ten Business Days of the start date of the relevant Work for the Dole Place.
- 108.8 If the Provider claims a Work for the Dole Place, which is advertised on the Department's IT Systems and which is available to commence immediately, the Provider must in accordance with any Guidelines:
- (a) immediately record the relevant Participant's Job Seeker ID against the Work for the Dole Place on the Department's IT Systems; and
 - (b) commence the relevant Participant in the Work for the Dole Place within ten Business Days of the Provider claiming it.
- 108.9 If the Provider fails to comply with clauses 108.7(b) or 108.8(b), the Department may advertise the Work for the Dole Place as available to other Employment Providers, NEST Providers or DES Providers on the Department's IT Systems without Notice to the Provider, unless any relevant Activity Host Organisation requests a change to the start date of the relevant Work for the Dole activity beyond the timeframes referred to in clauses 108.7(b) or 108.8(b), and the Department agrees with the Provider to the relevant extension of time.
- 108.10 Notwithstanding clauses 108.6 to 108.8, the Department may, at its absolute discretion and for any reason, by providing Notice to the Provider:
- (a) remove from the Provider any Work for the Dole Place that has been previously advertised on the Department's IT Systems and claimed by the Provider, provided that a Fully Eligible Participant or a DES Participant has not yet commenced in that place, and where such Notice is received by the Provider, it must not act to fill the relevant place; and
 - (b) allocate to the Provider any Work for the Dole Place that has been previously advertised on the Department's IT Systems and claimed by another Employment Provider, a NEST Provider or a DES Provider, and where such Notice is received by the Provider, it must act to fill the relevant place.

Work for the Dole Places that are Sourced by the Provider

- 108.11 When Sourcing Work for the Dole Places, the Provider should give priority to places in Individual Hosted Activities that are of six continuous months duration over any other type and length of Work for the Dole Places.
- 108.12 If the Provider Sources a Work for the Dole Place, it must, in accordance with any Guidelines and prior to the Work for the Dole Place being claimed and filled:
- (a) perform a risk assessment in accordance with clause 110.2(a)(ii);
 - (b) determine if there is any reason why it would not be appropriate for the potential Work for the Dole Place to be filled by a Fully Eligible Participant or a DES Participant,

including with regard to clause 108.1 and any relevant work, health and safety issues;
and

- (c) if the Provider is satisfied that there is no such reason:
 - (i) fill the Work for the Dole Place with an appropriate Fully Eligible Participant or DES Participant, taking into consideration any relevant circumstances and work restrictions of the Fully Eligible Participant or DES Participant and the characteristics of the Work for the Dole Place, and comply with clause 110.5; or
 - (ii) advertise the Work for the Dole Place to DES Providers, NEST Providers and other Employment Providers on the Department's IT Systems.

Commencement of Fully Eligible Participants and DES Participants in Work for the Dole Places

108.13 Subject to any Guidelines, the Provider must, prior to the commencement of a Fully Eligible Participant or DES Participant in any Work for the Dole Place:

- (a) ensure that the Work for the Dole Place is appropriate for any Fully Eligible Participant being considered for placement by the Provider, taking into consideration any relevant circumstances and work restrictions; and
- (b) if the Provider is the Lead Provider:
 - (i) negotiate and execute an Activity Host Organisation Agreement with each Activity Host Organisation that hosts the Work for the Dole Place, except where the Provider hosts the Work for the Dole Place itself;
 - (ii) comply with clause 110.3; and
 - (iii) identify whether the Work for the Dole Place may be appropriate for any DES Participant to participate in, subject to advice from the DES Provider.

Replacement of Lead Provider for a Work for the Dole Activity

108.13A Where the Provider replaces another Employment Provider or a NEST Provider as the Lead Provider of a Work for the Dole activity:

- (a) the Provider must:
 - (i) use its best endeavours to:
 - (A) novate the relevant Activity Host Organisation Agreement to it;
 - (B) enter into a new Activity Host Organisation Agreement with the relevant Activity Host Organisation on the same terms as the current Activity Host Organisation Agreement, as the Lead Provider; or
 - (C) if the other Employment Provider provides the Work for the Dole activity itself, enter into an Activity Host Organisation Agreement with the other Employment Provider, as the Lead Provider;
 - (ii) advise the Department if it is unable to novate the relevant Activity Host Organisation Agreement or enter into an Activity Host Organisation Agreement within 10 Business Days of becoming the Lead Provider; and
 - (iii) comply with any direction by the Department in relation to the Work for the Dole activity; and

- (b) clauses 124.10 to 124.13 apply in relation to any Work for the Dole Fee claimed in advance by the previous Employment Provider or NEST Provider under clause 124.9, as if that Work for the Dole Fee were claimed by the Provider.

Replacement of Fully Eligible Participants in Work for the Dole Places

- 108.14 Where the Provider has commenced a Fully Eligible Participant in an Individual Hosted Activity, and the Fully Eligible Participant subsequently leaves the relevant Work for the Dole Place, the Provider must, if the Activity Host Organisation wishes to continue the relevant Work for the Dole activity, replace the Fully Eligible Participant in that place and do so in a timely manner.
- 108.15 Where the Provider has commenced a Fully Eligible Participant in a Group Based Activity and the Fully Eligible Participant subsequently leaves the relevant Work for the Dole Place, and the Activity Host Organisation wishes to continue the relevant Work for the Dole activity:
- (a) the Provider should replace that Fully Eligible Participant in that place within five business days; and
 - (b) if the Provider does not do so, and the relevant Work for the Dole Place was previously advertised on the Department's IT Systems, the Department will re-advertise the Work for the Dole Place on the Department's IT Systems.

Note: Timeliness in replacing Fully Eligible Participants in Work for the Dole Places and utilisation of Work for the Dole Places will be monitored.

Training

- 108.16 The Provider must ensure that each Fully Eligible Participant on the Provider's caseload participating in Work for the Dole activities receives the training required for the specific activity, including as specified in any relevant risk assessment, or as otherwise specified in any Guidelines.

Collaboration

- 108.17 In order to deliver Work for the Dole effectively, the Provider must collaborate with DES Providers and Activity Host Organisations in its Employment Region(s).
- 108.18 For the purposes of clause 108.17, the Provider must work with Activity Host Organisations and DES Providers in the Provider's Employment Region(s) to:
- (a) plan ahead so that, where relevant, a suitable Work for the Dole Place, with regards to timing, location and any special requirements, is available:
 - (i) for each relevant Fully Eligible Participant on the Provider's caseload, before the Fully Eligible Participant's Annual Activity Requirements are due for completion; and
 - (ii) for relevant DES Participants, as requested by a DES Provider;
 - (b) help develop and Source Work for the Dole Places that are suitable for a wide variety of Fully Eligible Participants (i.e. with different characteristics and needs) and DES Participants;
 - (c) make a positive contribution to the local community through the delivery of Work for the Dole activities;
 - (d) identify and deliver best practice in Work for the Dole; and

- (e) if requested by a DES Provider, arrange a suitable Work for the Dole Place for a DES Participant using reasonable endeavours to identify a Work for the Dole Place advertised on the Department's IT Systems that may be suitable for the DES Participant, and refer the DES Provider to the relevant Lead Provider.

108.19 The Department may, at any time and at its absolute discretion, give a direction to the Provider in relation to a Work for the Dole Place, including a direction that a Work for the Dole Place is:

- (a) to be reallocated to another Employment Provider, a NEST Provider or a DES Provider;
 - (b) not to be used; or
 - (c) to be used, or used differently, within a specific timeframe,
- and if the Provider receives such a direction, the Provider must:
- (d) immediately take any action required by the direction; and
 - (e) otherwise continue to perform the Services in accordance with this Deed.

108.20 Reserved.

Insurance for Work for the Dole activities exclusively on private property

108.21 Subject to clause 108.19, where Work for the Dole activities involve work exclusively on private property and are:

- (a) a Community Support Project; or
- (b) any other activity specified in any Guidelines,

the Provider must ensure that, for the duration of the activities, there is public liability insurance, written on an occurrence basis, with a limit of indemnity of at least \$10 million in respect of any one occurrence, which covers the liability of the lessor or owner of the land on which the activities take place, including to Fully Eligible Participants or DES Participants, as relevant.

108.22 Where the Provider cannot ensure that there is public liability insurance in accordance with clause 108.21, the Provider must not provide, Broker or Purchase the activities without the Department's prior written approval.

Note: The Department has purchased personal accident insurance, and public and products liability insurance that covers Stream Participants and DES 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.

The Department has also purchased public and products liability insurance for Activity Host Organisations, owners of private property, and lease holders and farms who are receiving assistance on their property from job seekers undertaking Work for the Dole – Community Support Projects. This insurance covers liability where a claim is denied under the Activity Host Organisation, owner or lease holder or farm's own public liability insurance policy because that policy excludes particular claims arising in relation to Work for the Dole – Community Support Projects. A copy of this policy is available on the Provider Portal. The amount and form of these insurances is at the Department's absolute discretion.

Transport

108.23 If the Provider provides transport for Fully Eligible Participants for the purposes of an Activity, the Provider must do so in accordance with any Guidelines.

109. National Work Experience Programme Placements and Work Experience (Other) Placements

- 109.1 Subject to clauses 107.4(a) and 109.2, and any Guidelines, the Provider may provide, Purchase, Broker or arrange National Work Experience Programme Placements and Work Experience (Other) Placements for:
- (a) eligible Fully Eligible Participants (Mutual Obligation), as part of meeting their Annual Activity Requirements or Six Month Activity Requirement, or at any other time; and
 - (b) other eligible Stream Participants, if specified in their Job Plan,
- but only:
- (c) if each National Work Experience Programme Placement and Work Experience (Other) Placement does not, in whole or in part, involve work which would have been undertaken by a paid worker if the National Work Experience Programme Placement or Work Experience (Other) Placement had not taken place;
 - (d) if the Provider is satisfied that, for each National Work Experience Programme Placement, there is a likelihood that the relevant Stream Participant will obtain paid employment with the relevant Activity Host Organisation following the National Work Experience Programme Placement, and the Provider has made an assessment of the likely length of that employment; and
 - (e) in accordance with any Guidelines.
- 109.2 The Provider must ensure that each National Work Experience Programme Placement and Work Experience (Other) Placement does not exceed a maximum of four weeks duration with a maximum of 25 hours participation per week.
- Note: where the Provider has assessed, for the purpose of clause 109.1(d), that the likely length of a subsequent paid employment opportunity is for less than six months the placement should be for less than the maximum of four weeks (e.g. less than two weeks).
- 109.3 Where the Provider places an eligible Stream Participant into a National Work Experience Programme Placement or a Work Experience (Other) Placement, the Provider must, prior to the Stream Participant starting that National Work Experience Programme Placement or Work Experience (Other) Placement, ensure that:
- (a) the Stream Participant; and
 - (b) the Activity Host Organisation,
- have signed an agreement as specified by the Department in any Guidelines.

NWEP Incentive for Activity Host Organisations

- 109.4 Subject to clause 109.5:
- (a) the Provider may claim, and the Department will pay to the Provider, one NWEP Incentive for each commencement of an eligible Stream Participant in an NWEP Placement; and
 - (b) the Provider must pay the NWEP Incentive to the relevant Activity Host Organisation from the Provider's own funds no later than five Business Days after receiving the relevant invoice from the Activity Host Organisation, unless otherwise agreed by the Activity Host Organisation.
- 109.5 The Provider must only claim and pay an NWEP Incentive if the Provider has confirmed that:
- (a) the Stream Participant, NWEP Placement and Activity Host Organisation satisfy the eligibility requirements for an NWEP Incentive;
 - (b) the Stream Participant has commenced in the relevant NWEP Placement;

- (c) the Stream Participant and the Activity Host Organisation have entered into an agreement in relation to the NWEF Placement; and
- (d) an NWEF Incentive has not been paid by any Employment Provider (including the Provider), NEST Provider or Transition to Work Provider for any other NWEF Placement of the same Stream Participant with the same Activity Host Organisation.

109A PaTH Internships

- 109A.1 Subject to this Deed including any Guidelines, the Provider may arrange PaTH Internships for PaTH Interns.
- 109A.2 The Provider must ensure that each PaTH Internship that it arranges:
 - (a) is for a duration of no less than 4 weeks and no more than 12 weeks; and
 - (b) involves participation by the relevant PaTH Intern of between 30 and 50 hours per fortnight.
- 109A.3 Where the Provider places a PaTH Intern into a PaTH Internship, the Provider must, prior to the PaTH Intern starting that PaTH Internship, and in accordance with any Guidelines, ensure that:
 - (a) the Provider has updated the PaTH Intern's Job Plan to include details of the PaTH Internship;
 - (b) the Provider has created the relevant PaTH Internship Agreement in the Department's IT Systems; and
 - (c) the PaTH Intern, the Activity Host Organisation and the Provider have signed the relevant PaTH Internship Agreement.
- 109A.4 The Provider must promote, deal with enquiries, manage and report on PaTH Internships, in accordance with any Guidelines.
- 109A.5 If the Provider suspects or becomes aware that any Activity Host Organisation has breached a PaTH Internship Agreement, the Provider must immediately Notify the Department and provide information about the relevant breach as required by the Department.

109B PaTH Internship Amounts payable to Activity Host Organisations

- 109B.1 The Provider must only pay the PaTH Internship Amount to an Activity Host Organisation with respect to a PaTH Internship for a Fully Eligible Participant (Mutual Obligation) if the Provider has:
 - (a) confirmed that:
 - (i) the Participant is a PaTH Intern;
 - (ii) the relevant position meets the requirements of a PaTH Internship as specified in this Deed, including any Guidelines;
 - (iii) the Activity Host Organisation satisfies the eligibility requirements to host, and receive a PaTH Internship Amount for, a PaTH Internship, as specified in this Deed, including any Guidelines; and
 - (iv) the PaTH Intern has commenced in the relevant PaTH Internship; and
 - (b) entered into a PaTH Internship Agreement in relation to the PaTH Internship with the relevant PaTH Intern and the Activity Host Organisation,
 and done so in accordance with any Guidelines.

- 109B.2 Subject to any contrary provision specified in any Guidelines, the Provider must ensure that each payment of a PaTH Internship Amount is paid:
- (a) from the Provider's own funds;
 - (b) to the relevant Activity Host Organisation;
 - (c) only once for each PaTH Intern; and
 - (d) otherwise in accordance with any Guidelines.

Reimbursement

- 109B.3 The Department will Reimburse the Provider for each PaTH Internship Amount that is:
- (a) paid in accordance with this Deed; and
 - (b) claimed by the Provider in accordance with this clause 109B.
- 109B.4 Once the Provider has properly paid a PaTH Internship Amount in accordance with clauses 109B.1 and 109B.2, the Provider may submit a claim for Reimbursement through the Department's IT Systems, but only in accordance with this clause 109B and any Guidelines.
- 109B.5 Each claim for Reimbursement under this clause 109B must be rendered by the Provider to the Department no more than 56 days after the end of the relevant PaTH Internship Period.

109C Employability Skills Training

- 109C.1 Subject to this Deed, and without limiting clause 107.1, the Provider must refer EST Eligible Participants to EST Courses through the Department's IT Systems in accordance with any Guidelines.
- 109C.2 The Provider is not required to refer an EST Eligible Participant to an EST Course where the Provider considers that one or more reasons for not participating, as specified in any Guidelines, apply in respect of that EST Eligible Participant.
- 109C.3 The Provider must not refer an EST Eligible Participant to an EST Course delivered by the Provider's Own Organisation or a Related Entity.
- 109C.4 Before referring a Participant to an EST Course, the Provider must, in accordance with any Guidelines:
- (a) confirm that the Participant is an EST Eligible Participant;
 - (b) unless advised otherwise by the Department, ensure that the Participant has not previously completed that type of EST Course;
 - (c) determine whether the Participant has the capacity to undertake the EST Course on a full time basis or on a part time basis; and
 - (d) ensure that the EST Course is suitable for the Participant.
- 109C.5 For each EST Eligible Participant that the Provider refers to an EST Course, the Provider must:
- (a) prior to the Participant starting the EST Course, update the Participant's Job Plan to include details of the EST Course; and
 - (b) comply with any requirements specified in any Guidelines with respect to the Participant's attendance at, and completion of, the EST Course.
- 109C.6 The Provider must:
- (a) develop good working relationships with EST Providers in its Employment Region(s) so as to ensure the successful implementation of Employability Skills Training; and

- (b) promote, deal with enquiries, manage and report on EST, in accordance with any Guidelines.

109C.7 The Department may give a direction to the Provider in relation to an EST Course, or the referral of a Participant to an EST Course, including a direction that:

- (a) a Participant be referred to another EST Course delivered by the same or another EST Provider; and
- (b) no Participants are to be referred to one or more EST Courses delivered by an EST Provider,

and if the Provider receives such a direction, the Provider must:

- (c) immediately take any action required by the direction; and
- (d) otherwise continue to perform the Services in accordance with this Deed.

109D Launch into Work Placements

109D.1 Subject to clause 109D.2, the Provider may arrange Launch into Work Placements for:

- (a) eligible Fully Eligible Participants (Mutual Obligation), as part of meeting their Annual Activity Requirements or Six Month Activity Requirement, or at any other time; and
- (b) other eligible Stream Participants,

but only:

- (c) if each Launch into Work Placement does not, in whole or in part, involve work which would have been undertaken by a paid worker if the Launch into Work Placement had not taken place; and
- (d) in accordance with any Guidelines.

109D.2 The Provider must, in accordance with any Guidelines:

- (a) identify potentially suitable Stream Participants for the Launch into Work Placement and refer them to an information session by the Launch into Work Organisation; and
- (b) refer suitable Stream Participants to the Launch into Work Placement.

109D.3 For each Stream Participant that the Provider refers to a Launch into Work Placement, the Provider must:

- (a) prior to the Stream Participant starting in the Launch into Work Placement, update the Stream Participant's Job Plan to include details of the Launch into Work Placement; and
- (b) comply with any requirements specified in any Guidelines with respect to the Stream Participant's participation in, and completion of the Launch into Work Placement.

109D.4 The Provider must:

- (a) develop and maintain effective relationships with Launch into Work Organisations in its Employment Regions so as to ensure the successful delivery of the Launch into Work program; and
- (b) promote, deal with enquiries, manage and report on Launch into Work, in accordance with any Guidelines.

109D.5 The Department may give a direction to the Provider in relation to a Launch into Work Placement, or the referral of a Stream Participant to a Launch into Work Placement, and if the Provider receives such a direction, the Provider must:

- (a) immediately take any action required by the direction; and

- (b) otherwise continue to perform the Services in accordance with this Deed.

109E Career Transition Assistance

Referral of Participants to CTA

- 109E.1 Subject to this Deed, and without limiting clause 107.1, the Provider may, in accordance with any Guidelines:
- (a) if the Provider is contracted to deliver Services within a CTA Trial Region, refer any CTA Eligible Participant to a CTA Provider in that CTA Trial Region to undertake a CTA Course; or
 - (b) if the Provider is contracted to deliver Services in an Employment Region other than a CTA Trial Region, refer any CTA Eligible Participant to a CTA Provider in that Employment Region to undertake a CTA Course.
- 109E.2 Before referring a Participant to undertake a CTA Course, the Provider must, in accordance with any Guidelines:
- (a) confirm that the Participant is a CTA Eligible Participant;
 - (b) unless advised otherwise by the Department, ensure that the Participant has not previously, in the same Period of Service, completed the CTA Course to which the Provider proposes to refer the Participant;
 - (c) determine whether the Participant has the capacity to undertake the CTA Course on a full time basis or part time basis; and
 - (d) ensure that the CTA Course is suitable for the Participant.
- 109E.3 For each CTA Eligible Participant who the Provider refers to a CTA Course, the Provider must:
- (a) prior to the Participant starting the CTA Course, update the Participant's Job Plan to include details of the CTA Course; and
 - (b) comply with any requirements specified in any Guidelines with respect to the Participant's attendance at, and completion of, the CTA Course.

Working with CTA Providers

- 109E.4 If the Provider delivers Services:
- (a) in one or more CTA Trial Regions; or
 - (b) for the purposes of the CTA National Rollout, in an Employment Region that is not a CTA Trial Region, or in Employment Regions that are not CTA Trial Regions,
- the Provider must:
- (c) develop strong and sustainable working relationships with the CTA Providers in those CTA Trial Regions or Employment Regions, as the case may be, so as to ensure the successful delivery of CTA; and
 - (d) promote, deal with enquiries, manage and report on CTA, in accordance with any Guidelines or as otherwise directed by the Department.

Directions regarding CTA

109E.5 The Department may give a direction to the Provider in relation to a CTA Course, or in relation to the referral of a Participant to a CTA Course delivered by a CTA Provider, including a direction that:

- (a) a Participant be referred to a CTA Course delivered by another CTA Provider; and
- (b) no Participants are to be referred to CTA Course delivered by a CTA Provider, and if the Provider receives such a direction, the Provider must:
- (c) immediately take any action required by the direction; and
- (d) otherwise continue to perform the Services in accordance with this Deed.

109F Reserved

109G Harvest Trail Services

109G.1 Subject to this Deed, the Provider may refer any Stream Participant to an HTS Provider for a Harvest Placement in accordance with any Guidelines.

109G.2 For each Stream Participant that the Provider refers to an HTS Provider for a Harvest Placement, the Provider must:

- (e) prior to the Stream Participant starting in a Harvest Placement, update the Stream Participant's Job Plan to include the referral to the HTS Provider;
- (f) otherwise continue to service the Stream Participant in accordance with this Deed; and
- (g) comply with any requirements specified in any Guidelines with respect to the Stream Participant's Harvest Placement.

Note 1: Despite any referral of a Stream Participant by the Provider to an HTS Provider for a Harvest Placement, the Stream Participant remains on the Provider's caseload.

Note 2: Stream Participants who are referred to an HTS Provider are called Harvest Workers.

109G.3 The Provider must promote, deal with enquiries, manage and report on HTS, in accordance with any Guidelines.

109H Local Jobs Program Activities

109H.1 Subject to clause 109H.2, the Provider may, in accordance with any Guidelines, arrange LJP Activities, or provide LJP Activities if they are an LJP Activity Host, for:

- (a) eligible Fully Eligible Participants (Mutual Obligation), as part of meeting their Annual Activity Requirements or Six Month Activity Requirement, or at any other time; and
- (b) other eligible Stream Participants.

109H.2 The Provider may refer any eligible Stream Participant to an LJP Activity in accordance with any Guidelines.

109H.3 For each Stream Participant that the Provider refers to an LJP Activity, the Provider must:

- (a) prior to each Stream Participant starting in the LJP Activity, update the Stream Participant's Job Plan to include details of the LJP Activity; and
- (b) comply with any requirements specified in any Guidelines with respect to the Stream Participant's participation in, and completion of, the LJP Activity.

109H.4 The Provider must promote, respond to enquiries, manage and report on LJP Activities, in accordance with any Guidelines.

109I. SEE Program

- 109I.1 Subject to this Deed, the Provider may, in accordance with any Guidelines, refer any SEE Eligible Participant to a SEE Provider to undertake a SEE Training Course.
- 109I.2 Before referring a Participant to undertake a SEE Training Course, the Provider must, in accordance with any Guidelines:
- (a) confirm that the Participant is a SEE Eligible Participant;
 - (b) determine whether the Participant has the capacity to undertake the SEE Training Course on a full time basis or part time basis; and
 - (c) ensure that the SEE Training Course is suitable for the Participant.
- 109I.3 For each Participant that the Provider refers to a SEE Training Course, the Provider must:
- (a) prior to each Participant commencing the SEE Training Course, update the Participant's Job Plan to include details of the SEE Training Course; and
 - (b) comply with any requirements specified in any Guidelines with respect to the Participant's participation in, and completion of, the SEE Training Course.
- 109I.4 The Provider must promote, deal with enquiries, manage and report on SEE, in accordance with any Guidelines.

110. Work health and safety

Note: For the avoidance of doubt, the Provider must comply with the requirements in clause 110 where the Provider provides the Activity itself, as well as where any other organisation provides the Activity (such as a Related Entity).

- 110.1 Prior to the commencement of any Work for the Dole activity, Voluntary Work, PaTH Internship, Launch into Work Placement, National Work Experience Programme Placement, Work Experience (Other) Placement or an LJP Activity, and throughout these Activities, the Provider must, in accordance with any Guidelines, satisfy itself that there is a safe system of work in place, including that the relevant Activity Host Organisation, Launch into Work Organisation or LJP Activity Host is complying with work health and safety requirements relevant to the jurisdiction in which the Activity occurs.
- 110.2 The Provider must, in accordance with any Guidelines:
- (a) undertake a risk assessment:
 - (i) for any Voluntary Work, PaTH Internship, Launch into Work Placement, National Work Experience Programme Placement or Work Experience (Other) Placement;
 - (ii) for any Work for the Dole activity, but only if the Provider itself Sources the relevant potential Work for the Dole Place;
 - (iii) for any LJP Activity, but only if the Provider is the LJP Activity Partnering Provider; and
 - (iv) in any case, for each individual Stream Participant, with regard to their potential participation in any Work for the Dole activity, Voluntary Work, PaTH Internship, Launch into Work Placement, National Work Experience Programme Placement, Work Experience (Other) Placement or LJP Activity,prior to the commencement of:
 - (v) any such Activities; and
 - (vi) each Stream Participant in such Activities;

- (b) if the Provider is the Lead Provider, confirm that the relevant DES Provider has undertaken a risk assessment for each individual DES Participant with regard to their potential participation in any Work for the Dole activity;
- (c) retain Records of each risk assessment referred to in clause 110.2(a) and (b) and any action taken in accordance with the risk assessment, and provide the relevant Records to the Department upon request; and
- (d) ensure that each Activity Host Organisation is obliged to immediately advise:
 - (i) in the case of any Work for the Dole activity, the Lead Provider; and
 - (ii) in the case of any Voluntary Work, PaTH Internship, National Work Experience Programme Placement or Work Experience (Other) Placement, the Provider,
 of any proposed or actual changes to the tasks being undertaken by a Participant or DES Participant involved in such Activities or the circumstances in which those tasks are being undertaken.

110.3 If the Provider:

- (a) is the Lead Provider in relation to a Work for the Dole Place;
 - (b) has Brokered, Purchased or arranged a Voluntary Work, PaTH Internship, Launch into Work Placement, National Work Experience Programme Placement or Work Experience (Other) Placement; or
 - (c) is the LJP Activity Partnering Provider, in relation to an LJP Activity,
- it must, in accordance with any Guidelines:
- (d) when negotiating the relevant Activity Host Organisation Agreement, or arranging a Launch into Work Placement or LJP Activity, as relevant, confirm with the relevant Activity Host Organisation, Launch into Work Organisation or LJP Activity Host:
 - (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;
 - (e) undertake ongoing work health and safety monitoring of the Work for the Dole activity, Voluntary Work, PaTH Internship, Launch into Work Placement, National Work Experience Programme Placement, Work Experience (Other) Placement or LJP Activity or, as relevant; and
 - (f) 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.

110.4 If the Provider does not itself employ a Competent Person relevant to meeting the obligations at clauses 110.1, 110.2 and 110.3, it must engage a relevant Competent Person, as required, for this purpose.

110.5 Prior to the commencement of a Stream Participant in any Work for the Dole activity, Voluntary Work, PaTH Internship, Launch into Work Placement, National Work Experience Programme Placement, Work Experience (Other) Placement or LJP Activity, and at all times during each Activity, the Provider must, in accordance with any Guidelines:

- (a) examine the relevant risk assessment to ensure that the Work for the Dole activity, Voluntary Work, PaTH Internship, Launch into Work Placement, National Work Experience Programme Placement, Work Experience (Other) Placement or LJP Activity or is appropriate for the Stream Participant being considered for placement, 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, that will be required to ensure that the Stream Participant can participate in the Activities safely, and ensure that training of sufficient length and quality is provided to all Stream Participants by the Activity Host Organisation, Launch into Work Organisation or LJP Activity Host;
- (c) ensure that appropriate facilities (such as toilets and access to drinking water) will be available to all Stream Participants;
- (d) identify if any specific equipment, clothing or materials are required for Stream Participants to participate safely in the relevant Activities, and ensure that such materials will be provided to Stream Participants;
- (e) ensure that the Stream Participant being considered for placement in the Activity has been advised of the process for reporting any work health and safety issues regarding the Activities; and
- (f) purchase or fund additional insurance for the Work for the Dole activity, Voluntary Work, PaTH Internship, Launch into Work Placement, National Work Experience Programme Placement, Work Experience (Other) Placement or LJP Activity, if required.

Incidents

- 110.6 The Provider must Notify the Department as soon as possible, and within 24 hours, 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 Stream Participant, a DES 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 Services into disrepute.
- 110.7 Where an incident referred to in clause 110.6 is an accident, or involves injury or death, the Provider must also, as soon as possible, and within 24 hours, notify the Department in the form specified in any Guidelines giving full details of the accident, injury or death.
- 110.8 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 Stream Participants and DES Participants.

111. Supervision

Note: Supervisors may be engaged/employed by the Provider to supervise Activities (other than PaTH Internships), or may be engaged/employed by Activity Host Organisations to supervise Activities that they provide. EST Providers are responsible for arranging Supervision in relation to EST Courses, CTA Providers are responsible for arranging Supervision in relation to CTA Courses, Launch into Work Organisations are responsible for arranging Supervision in relation to Launch into Work Placements, LJP Activity Hosts are responsible for arranging Supervision in relation to LJP Activities and SEE Providers are responsible for arranging Supervision in relation to SEE Training Courses.

- 111.1 The Provider must, in accordance with any Guidelines, ensure that:

- (a) it, or where relevant each Activity Host Organisation, provides adequate and appropriate Supervision for any Voluntary Work, PaTH Internship, National Work Experience Programme Placement or Work Experience (Other) Placement so as to ensure that relevant Stream Participants are undertaking appropriate tasks and operating in a healthy and safe environment;
- (b) it, or where relevant each Activity Host Organisation, provides adequate and appropriate Supervision for any Work for the Dole activity so as to ensure that relevant Stream Participants and DES Participants are undertaking appropriate tasks and operating in a healthy and safe environment;
- (c) where any Voluntary Work, PaTH Internship, National Work Experience Programme Placement or Work Experience (Other) Placement involves:
 - (i) people who are elderly, disabled or otherwise vulnerable; or
 - (ii) Children (excluding other Participants),
 the Supervision provided is continuous over the entire duration of the Activity; and
- (d) where any Work for the Dole activity involves:
 - (i) people who are elderly, disabled or otherwise vulnerable; or
 - (ii) Children (excluding other Participants or DES Participants),
 the Supervision provided is continuous over the entire duration of the Activity.

111.2 The Provider must ensure that relevant checks are conducted:

- (a) by the Provider on all Stream Participants and all relevant Personnel and Supervisors in accordance with clause 8; and
 - (b) by the relevant DES Provider on all DES Participants,
- whenever an Activity involves close proximity with people who are elderly, disabled or otherwise vulnerable or Children (excluding other Participants or DES Participants).

Note: EST Providers are responsible for conducting relevant checks on their Personnel and Supervisors prior to their involvement in EST, CTA Providers are responsible for conducting relevant checks on their Personnel and Supervisors prior to their involvement in CTA Courses, Launch into Work Organisations are responsible for conducting relevant checks on their Personnel and Supervisors prior to their involvement in Launch into Work Placements and LJP Activity Hosts are responsible for conducting relevant checks on their Personnel and Supervisors prior to their involvement in LJP Activities.

111.3 The Provider must ensure that all relevant Personnel and Supervisors for any Work for the Dole activity, Voluntary Work, PaTH Internship, National Work Experience Programme Placement or Work Experience (Other) Placement:

- (a) are fit and proper persons to be involved in the Activities;
- (b) have a high level of skill/knowledge, training and/or experience in:
 - (i) the part of each Activity in which they are engaged; and
 - (ii) working with, training and supervising persons in such activities;
- (c) have had checks as specified in clause 8.1 and have met any additional statutory requirements (including under state and territory law), prior to being given responsibility for the Supervision of Stream Participants; and
- (d) have had checks as specified in clause 8.1 and have met any additional statutory requirements (including under state and territory law), prior to being given responsibility for the Supervision of DES Participants in Work for the Dole.

- 111.4 The Department may give Notice, on reasonable grounds related to the performance of any Work for the Dole activity, Voluntary Work, PaTH Internship, Launch into Work Placement, and National Work Experience Programme Placement or Work Experience (Other) Placement, requiring the Provider to remove, or arrange for the removal of, a Supervisor, whether engaged by the Provider or engaged by an Activity Host Organisation or Launch into Work Organisation, from work on the Activities.
- 111.5 Where the Department gives Notice under clause 111.4, the Provider must, at its own cost, promptly arrange for the removal of such a Supervisor from work on the Activities and their replacement with one or more Supervisors acceptable to the Department.
- 111.6 Except for PaTH Internships, Launch into Work Placements and SEE Training Courses, the Provider must ensure that each Supervisor, whether engaged by the Provider or engaged by an Activity Host Organisation, is required to notify the Provider of:
- (a) the non-attendance at all relevant Activities; and
 - (b) any other non-compliance with the Activities,
- of a Stream Participant as soon as practicable, but no later than at the end of the relevant working week.
- 111.7 All Supervisors who:
- (a) are contracted by the Provider to provide Supervision for any Work for the Dole activity, Voluntary Work, National Work Experience Programme Placement or Work Experience (Other) Placement that the Provider provides itself; and
 - (b) are not employees of the Provider,
- are deemed to be approved Subcontractors for the purposes of clause 48.1(a).

112. Other matters

- 112.1 The Provider must:
- (a) ensure that each Stream Participant, DES Participant, Activity Host Organisation, and any Supervisor engaged by the Provider, are aware that the Activity 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 Stream Participant is aware of the process to lodge a complaint or voice safety concerns about an Activity; and
 - (d) ensure that each DES Participant participating in a Work for the Dole Place, for which the Provider is the Lead Provider, is aware of the process to lodge a complaint or voice safety concerns about a Work for the Dole activity.
- 112.2 The Provider must ensure that, to the extent allowed by law and unless otherwise expressly agreed by the Parties, there is no intention or understanding on the part of an Activity Host Organisation or a Stream Participant that any Activity itself will create legal relations between the Stream Participant and:
- (a) the Commonwealth;
 - (b) the Provider; or
 - (c) the Activity Host Organisation.

Section B3.3 – Job Search Requirements

113. Job Search Requirements

- 113.1 The Provider must ensure that a Delegate:
- (a) specifies the Job Search Requirement for each Fully Eligible Participant (Mutual Obligation) in their Job Plan; and
 - (b) ensures that the Job Search Requirement is appropriately recorded in the Fully Eligible Participant's (Mutual Obligation) Job Plan at all times during their Period of Service.
- 113.2 The Provider must ensure that each Fully Eligible Participant (Mutual Obligation) is aware at all times:
- (a) of their current Job Search Requirement;
 - (b) that they must report details of their Job Searches through the jobactive Website, through the jobseeker application (app) or directly to the Provider and the frequency of such provision; and
 - (c) how they can record their Job Searches for the purposes of clause 113.2(b).
- 113.3 For each Fully Eligible Participant (Mutual Obligation), the Provider must, as specified in any Guidelines:
- (a) if the Participant does not report details of their Job Searches through the jobactive Website or through the jobseeker application (app), record:
 - (i) in the Department's IT Systems; and
 - (ii) no later than close of business on the same day that each Job Search is reported, the number of Job Searches reported by the Participant directly to the Provider and do so as specified in any Guidelines; and
 - (b) determine whether the Participant's Job Search efforts satisfactorily meet their Job Search Requirement for each Job Search Period by reviewing and confirming the quality of the Job Search effort reported by the Participant (whether through the jobactive Website or directly to the Provider) no later than five business days after the end of each Job Search Period.

Note 1: the Department's IT Systems will identify if the number of Job Searches reported (whether through the jobactive Website or directly to the Provider) meets the Participant's Job Search Requirement for each Job Search Period.

Note 2: Clause 114 (Compliance Action – Mutual Obligation Failures) will apply if the number or quality of Job Search efforts reported by a Participant fails to satisfy their Job Search Requirement for a Job Search Period.

Section B3.4– Compliance Action

114. Compliance Action – Mutual Obligation Failures

Same Business Day response to Mutual Obligation Failures

- 114.1 Subject to clause 114.2, if the Provider becomes aware that a Fully Eligible Participant (Mutual Obligation) has apparently committed a Mutual Obligation Failure, the Provider must:
- (a) attempt to contact the Participant on the same Business Day on which the Provider becomes aware of the apparent Mutual Obligation Failure; and
 - (b) if:
 - (i) there is contact between the Provider and the Participant on that day, comply with clause 114.3 immediately during that contact; or

- (ii) clause 114.1(b)(i) does not apply, immediately comply with clause 114.5.

114.2 Where a Mutual Obligation Failure has occurred because:

- (a) the Participant fails to undertake adequate Job Searches by the end of a Job Search Period, then:
 - (i) clause 114.1 does not apply;
 - (ii) subject to any Guidelines, if the Participant's Reconnection Requirement specified in the Department's IT Systems is a Capability Interview or a Capability Assessment, the Provider must set the relevant Reconnection Requirement by scheduling a date and time for the Reconnection Requirement to occur within the timeframe specified in any Guidelines;
 - (iii) if the Participant does not have SMS or e-mail details recorded in the Department's IT Systems for automated notification, the Provider must, on the day the Department's IT Systems notify the Provider of the Mutual Obligation Failure, send the notice prepared by the Department's IT Systems in response to the Mutual Obligation Failure to the Participant's postal address; and
 - (iv) if the Participant later contacts the Provider to discuss the Mutual Obligation Failure, the Provider must comply with clause 114.6 immediately during that contact; or
- (b) the Participant fails to enter into a Job Plan, then:
 - (i) clause 114.1 does not apply; and
 - (ii) subject to any Guidelines, the Provider must immediately comply with clause 114.5.

Note: Clause 114.2(a) applies where the Participant fails to undertake an adequate number of Job Searches and where the quality of the Participant's Job Search effort is not adequate.

Successful same Business Day contact

114.3 For the purposes of clause 114.1(b)(i), the Provider must:

- (a) discuss the circumstances of the apparent Mutual Obligation Failure; and
- (b) if the Provider considers that a Mutual Obligation Failure has been committed, comply with clause 114.4.

114.4 For the purposes of clause 114.3(b), the Provider must, subject to any Guidelines:

- (a) discuss the Participant's reasons for the Mutual Obligation Failure and assess if the Participant has a Valid Reason;
- (b) if the Provider determines that the Participant has a Valid Reason, advise the Participant of the action taken by the Provider under clause 114.4(e);
- (c) if the Provider determines that the Participant does not have a Valid Reason:
 - (i) set a Reconnection Requirement, as specified in the Department's IT Systems, by scheduling a date and time for the Reconnection Requirement to occur within the timeframe specified in any Guidelines; and
 - (ii) advise the Participant:
 - (A) of the action taken by the Provider under clauses 114.4(c)(i) and (e);

- (B) that their Income Support Payment will, as a minimum, remain suspended until they comply with their Reconnection Requirement;
 - (C) of the effect of not complying with the Reconnection Requirement; and
 - (D) if the Participant is identified as being in the penalty zone on the Department's IT Systems, that the Mutual Obligation Failure will be automatically referred to Services Australia;
- (d) record the details and outcomes required in the Department's IT Systems for each matter specified in this clause 114.4; and
 - (e) take any other action specified in any Guidelines, including (where relevant):
 - (i) suspending the Participant's Income Support Payment by recording in the Department's IT Systems that the Participant has committed a Mutual Obligation Failure without a Valid Reason; and
 - (ii) confirming or removing a Demerit by recording in the Department's IT Systems that the Participant does not, or does, have a Valid Reason for a Mutual Obligation Failure.

Unsuccessful or unrequired same Business Day contact

114.5 For the purposes of clauses 114.1(b)(ii) and 114.2(b)(ii), the Provider must:

- (a) immediately:
 - (i) if the Participant does not have SMS or e-mail details recorded in the Department's IT Systems for automated notification, send the notice prepared by the Department's IT Systems in response to the apparent Mutual Obligation Failure to the Participant's postal address; and
 - (ii) take any other action specified in any Guidelines;
- (b) if the Participant later contacts the Provider to discuss the Mutual Obligation Failure, comply with clause 114.6 immediately during that contact; and
- (c) if the Participant:
 - (i) has not contacted the Provider within two Business Days after the Business Day referred to in clause 114.1(a); and
 - (ii) does not have SMS or e-mail details recorded in the Department's IT Systems for automated notification,

send the notice prepared by the Department's IT Systems in response to the apparent Mutual Obligation Failure to the Participant's postal address.

114.6 For the purposes of clauses 114.2(a)(iv) and 114.5(b), the Provider must, subject to any Guidelines:

- (a) discuss the circumstances of the apparent Mutual Obligation Failure; and
- (b) if the Provider considers that a Mutual Obligation Failure has been committed:
 - (i) discuss the Participant's reasons for the Mutual Obligation Failure and assess if the Participant has a Valid Reason;
 - (ii) if the Provider determines that the Participant has a Valid Reason, advise the Participant of the action taken by the Provider under clause 114.6(b)(v);
 - (iii) if the Providers determines that the Participant does not have a Valid Reason:

- (A) set a Reconnection Requirement, as specified in the Department's IT Systems, by scheduling a date and time for the Reconnection Requirement to occur within the timeframe specified in any Guidelines; and
- (B) advise the Participant:

- 114.6.b.iii.B.1. of the action taken by the Provider under clauses 114.6(b)(iii)(A) and (v);
- 114.6.b.iii.B.2. that their Income Support Payment will, as a minimum, remain suspended until they comply with their Reconnection Requirement;
- 114.6.b.iii.B.3. of the effect of not complying with the Reconnection Requirement; and
- 114.6.b.iii.B.4. if the Participant is identified as being in the penalty zone on the Department's IT Systems, that the Mutual Obligation Failure will be automatically referred to Services Australia;
 - (iv) record the details and outcomes required in the Department's IT Systems for each matter specified in this clause 114.6; and
 - (v) take any other action specified in any Guidelines (including confirming or removing a Demerit by recording in the Department's IT Systems that the Participant does not, or does, have a Valid Reason for a Mutual Obligation Failure, where relevant).

Capability Interview

- 114.7 The Provider must conduct a Capability Interview in accordance with clauses 114.8 and 114.9 with a Fully Eligible Participant (Mutual Obligation) if the Department's IT Systems specify that the Participant's Reconnection Requirement is a Capability Interview.
- 114.8 During each Capability Interview, the Provider must:
 - (a) ensure the Participant understands the purpose and potential outcomes of the Capability Interview;
 - (b) review the Participant's most recent JSCI Assessment and:
 - (i) confirm that the JSCI Assessment accurately reflects their current circumstances; or
 - (ii) if the JSCI Assessment does not accurately reflect their current circumstances, conduct a Change of Circumstances Reassessment in accordance with clause 79.1(b) or (c) (as relevant);
 - (c) using the Capability Management Tool, identify and consider all known personal circumstances against the Participant's Mutual Obligation Requirements;
 - (d) in accordance with any Guidelines, assess whether the Participant's Job Plan is suitable for the Participant and update the Participant's Job Plan if required; and
 - (e) record the details and outcomes required in the Department's IT Systems for each matter specified in this clause 114.8.
- 114.9 Each Capability Interview must be conducted:
 - (a) only with one Participant;
 - (b) within two Business Days of the Participant incurring the Demerit that triggered the Capability Interview, unless otherwise specified in any Guidelines; and
 - (c) face to face, except in allowable circumstances as specified in any Guidelines.

Capability Assessment

114.10 Where Services Australia has conducted a Capability Assessment for a Fully Eligible Participant (Mutual Obligation), the Provider must:

- (a) review the outcome of the Capability Assessment and action any recommendations from Services Australia arising from the outcome; and
- (b) if the Capability Assessment found that the Participant's Job Plan is not suitable for the Participant, ensure that a Delegate updates the Participant's Job Plan within the timeframe and as specified in the findings of the Capability Assessment and any Guidelines.

Removing Demerits

114.11 Where a Fully Eligible Participant (Mutual Obligation) has incurred a Demerit for a Mutual Obligation Failure and the Provider subsequently becomes aware that:

- (a) the Mutual Obligation Failure relates to a Mutual Obligation Requirement that the Provider considers was not appropriate to the Participant's circumstances at the time;
- (b) the Mutual Obligation Failure was:
 - (i) caused or substantially contributed to by previously undisclosed circumstances; and
 - (ii) the Provider is satisfied that a Valid Reason would have existed for the Mutual Obligation Failure had the relevant circumstances been disclosed at the time;
- (c) the Mutual Obligation Failure occurred because the Participant failed to self-report the required number of Job Searches by the end of a Job Search Period or failed to enter into a Job Plan, and the Provider is satisfied that the Participant had a Valid Reason for the Mutual Obligation Failure; or
- (d) the Mutual Obligation Failure or Demerit was recorded in error,

the Provider must remove the Demerit, change the related Reconnection Requirement (if required), and record the reasons for removal on the Department's IT Systems, within one Business Day of becoming aware of the relevant matter, in accordance with any Guidelines.

114.12 Where requested by a Fully Eligible Participant (Mutual Obligation), the Department or Services Australia, the Provider must consider if clause 114.11 applies to a Demerit, and remove the Demerit if it does.

115. Compliance Action – Work Refusal Failures

Same Business Day response to Work Refusal Failures

115.1 If the Provider becomes aware that a Fully Eligible Participant (Mutual Obligation) has apparently committed a Work Refusal Failure, the Provider must:

- (a) attempt to contact the Participant on the same Business Day on which the Provider becomes aware of the apparent Work Refusal Failure; and
- (b) if:
 - (i) there is contact between the Provider and the Participant on that day, comply with clause 115.2 immediately during that contact; or
 - (ii) clause 115.1(b)(i) does not apply, comply with clause 115.4.

115.2 For the purposes of clause 115.1(b)(i), the Provider must:

- (a) discuss the circumstances of the apparent Work Refusal Failure (including any reason why the employment offered may not be suitable for the Participant); and
- (b) if the Provider considers that a Work Refusal Failure has been committed, comply with clause 115.3.

115.3 For the purposes of clause 115.2(b), the Provider must:

- (a) create a Work Refusal Failure report and record the details and outcomes required in the Department's IT Systems; and
- (b) take any other action specified in any Guidelines.

115.4 For the purposes of clause 115.1(b)(ii), the Provider must:

- (a) on the same Business Day on which the Provider becomes aware of the apparent Work Refusal Failure:
 - (i) create a Work Refusal Failure report and record the details and outcomes required in the Department's IT Systems; and
 - (ii) if the Participant does not have SMS or e-mail details recorded in the Department's IT Systems for automated notification, send the notice prepared by the Department's IT Systems in response to the Work Refusal Failure report to the Participant's postal address;
- (b) take any other action specified in any Guidelines; and
- (c) if the Participant contacts the Provider to discuss the apparent Work Refusal Failure, comply with clause 115.5 immediately during that contact.

Note: when the Provider creates a Work Refusal Failure report, the Participant's Income Support Payment will be suspended and a Reconnection Requirement set to make contact with the Provider. If the Participant does not contact the Provider within 4 weeks, the Participant's Income Support Payment will be cancelled.

115.5 For the purposes of clause 115.4(c), the Provider must:

- (a) discuss the circumstances of the apparent Work Refusal Failure (including any reason why the employment offered may not be suitable for the Participant);
- (b) after considering whether the Participant has committed a Work Refusal Failure, update the Work Refusal Failure report as specified in any Guidelines; and
- (c) take any other action specified in any Guidelines.

116. Compliance Action – Unemployment Failures

116.1 If the Provider becomes aware that a Fully Eligible Participant (Mutual Obligation) has become unemployed apparently as:

- (a) a direct or indirect result of a voluntary act of the Participant; or
- (b) a result of the Participant's misconduct as an employee,

the Provider must:

- (c) attempt to contact the Participant on the same Business Day on which the Provider becomes aware of the unemployment; and
- (d) if:
 - (i) there is contact between the Provider on that day, comply with clause 116.2 immediately during that contact; or
 - (ii) clause 116.1(d)(i) does not apply, comply with clause 116.3.

- 116.2 For the purposes of clause 116.1(d)(i), the Provider must:
- (a) discuss the circumstances of the Participant becoming unemployed (including the Participant's reasons);
 - (b) if the Provider considers it likely that the Participant became unemployed for a reason specified in clause 116.1(a) or (b), create an Unemployment Failure report and record the details and outcomes required in the Department's IT Systems, unless otherwise specified in any Guidelines; and
 - (c) take any other action specified in any Guidelines.
- 116.3 For the purposes of clause 116.1(d)(ii), the Provider must:
- (a) on the same Business Day on which the Provider becomes aware that the Participant became unemployed apparently for a reason specified in clause 116.1(a) or (b):
 - (i) create an Appointment to occur within 10 Business Days after that Business Day, if an Appointment is not already scheduled to occur within that time; and
 - (ii) create an Unemployment Failure report and record the details and outcomes required in the Department's IT Systems, unless otherwise specified in any Guidelines;
 - (b) take any other action specified in any Guidelines; and
 - (c) during the next Contact, or if the Participant contacts the Provider to discuss the apparent Unemployment Failure, comply with clause 116.4 immediately during that contact.
- 116.4 For the purposes of clause 116.3(c), the Provider must:
- (a) discuss the circumstances of the apparent Unemployment Failure (including the Participant's reasons);
 - (b) after considering whether the Participant has committed an apparent Unemployment Failure, update the Unemployment Failure report as specified in any Guidelines; and
 - (c) take any other action specified in any Guidelines.

117. Non-compliance action for Disability Support Pension Recipients (Compulsory Requirements)

- 117.1 Where the Provider becomes aware that any Disability Support Pension Recipient (Compulsory Requirements) has failed to comply with one or more of their Mutual Obligation Requirements by failing to:
- (a) attend an Appointment;
 - (b) enter into a current Job Plan; or
 - (c) appropriately participate-in any Activities as specified in any Guidelines,
- the Provider must attempt to contact the Disability Support Pension Recipient (Compulsory Requirements) on the same Business Day that they become aware of the failure to comply.
- 117.2 If the Provider has been able to make contact with the Disability Support Pension Recipient (Compulsory Requirements), it must, within ten Business Days of becoming aware of the failure to comply referred to in clause 117.1 and in accordance with any Guidelines:
- (a) determine whether the failure to comply should be reported to Services Australia;

- (b) if the Provider determines that the failure to comply should be reported to Services Australia, document any information relevant to the failure to comply in the Department's IT Systems and report the failure to comply to Services Australia via the Department's IT Systems; and
- (c) if the Provider determines that the failure to comply should not be reported to Services Australia, use its best endeavours to ensure that the Disability Support Pension Recipient (Compulsory Requirements) complies with their Compulsory Requirements at the next available opportunity.

117.3 If the Provider has not been able to make contact with the Disability Support Pension Recipient (Compulsory Requirements), it must, within ten Business Days of becoming aware of the failure to comply referred to in clause 117.1:

- (a) determine whether any action should be taken under arrangements in relation to the failure to comply as specified in any Guidelines; and
- (b) if the Provider determines that such action should be taken, document any information relevant to the failure to comply in the Department's IT Systems and report the failure to comply to Services Australia via the Department's IT Systems.

118. Delegate obligations

118.1 The Provider must ensure that the Provider's Personnel and Subcontractors:

- (a) are aware of, fully understand, and receive training on, the powers and functions that have been delegated to them under the Social Security Law including in relation to:
 - (i) preparation, approval and variation of Job Plans including specifying Mutual Obligation Requirements in Job Plans;
 - (ii) setting the date, time and manner of participation (including by recording Engagements in the Electronic Calendar) for the requirements specified in a Fully Eligible Participant (Mutual Obligation)'s Job Plan;
 - (iii) identifying Mutual Obligation Failures, Work Refusal Failures and apparent Unemployment Failures; and
 - (iv) determining suspension of a Participant's Income Support Payment following a Mutual Obligation Failure or Work Refusal Failure, imposing Reconnection Requirements and giving appropriate notice of those requirements and the effect of not complying with them;
- (b) have, prior to taking action under Section B3.4, successfully completed all mandatory targeted compliance framework training identified in the online Learning Centre; and
- (c) comply with the Social Security Law.

119. Reserved

120. Reserved

121. Reserved

Chapter B4 – Payments

Section B4.1 – Payments

122. Advance Payments

122.1 The Department may:

- (a) at its absolute discretion, Notify the Provider that the Provider may claim a Payment in advance and the amount that may be claimed; and
- (b) specify in the Notice any other requirements with which the Provider must comply in order to be eligible for an advance payment.

122.2 Subject to this Deed, if, after receiving a Notice from the Department under clause 122.1, the Provider claims a Payment in advance, then provided that the Provider has complied with any requirements in the Notice, the Department will pay the Provider the amount of the advance payment as specified in the Notice.

Offsetting of advance Payments

122.3 On and from the date on which the Department makes a Payment in advance under this clause 122, the Department will, in such amounts and at such times as it determines, offset the Payment against all entitlements to Payments of the Provider under this Deed until the total of the offset entitlements equals the total amount of all Payments made in advance.

122.4 If on the Completion Date the total amount of all Payments made in advance have not been offset under clause 122.3, the difference between:

- (a) the total amount of Payments made in advance; and
 - (b) the total amount of the offset entitlements to Payments,
- is an overpayment for the purposes of clause 19.

123. Administration Fees

Note: Different rates of payment, as specified in Notice No. 15 issued to all Employment Providers on 11 June 2020 (and amended on 18 June 2020), apply under Table 2A at Annexure B2 during the period 12 June 2020 to 30 November 2020 inclusive, as compared to the rates of payment that apply at other times.

123.1 Subject to this Deed, including this clause 123, the Department will pay the Provider an Administration Fee:

- (a) for each Stream Participant;
- (b) once on Commencement and thereafter at the start of each Administration Fee Period; and
- (c) in accordance with:
 - (i) the rate of payment specified in column 1 [Fee] of Table 2A at Annexure B2 that applies at the time of the Commencement or at the start of the Administration Fee Period, as relevant, where the Services are provided in a Non-regional Location; and
 - (ii) the rate of payment specified in column 2 [Fee with regional loading] of Table 2A at Annexure B2 that applies at the time of the Commencement or at the start of the Administration Fee Period, as relevant, where the Services are provided in a Regional Location.

123.2 The Provider must comply with any Guidelines in relation to the payment of Administration Fees.

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

123.3 Where a Stream Participant who is on the caseload of another Employment Provider transfers to the Provider for any reason, the Department will pay the Provider a pro-rata amount of the

Administration Fees payable for the Stream Participant for the Administration Fee Period in which the date of the transfer occurs, calculated by the Department based on:

- (a) the period of time from the date of the transfer to the end of the Administration Fee Period in which the date of the transfer occurs; and
- (b) the relevant rate of payment under Table 2A at Annexure B2 that applies at the time of the Stream Participant's Commencement following transfer to the Provider.

123.3A Where a person who is on the caseload of a NEST Provider or the Digital Services Contact Centre transfers to the Provider as a Stream Participant, the Department will:

- (a) if the Stream Participant:
 - (i) has not previously been serviced under jobactive; or
 - (ii) was previously serviced under jobactive but was Exited from jobactive for more than 13 weeks before being serviced by the NEST Provider or the Digital Services Contact Centre, as relevant,

pay the Provider a full Administration Fee for the Stream Participant in accordance with clause 123.1;

- (b) if the Stream Participant was previously serviced under jobactive by an Employment Provider other than the Provider and was transitioned from jobactive to the NEST, pay the Provider a pro-rata amount of the Administration Fees payable for the Stream Participant for the Administration Fee Period in which the date of the transition to the NEST occurred, calculated by the Department based on:
 - (i) the period of time from the date of the Stream Participant's transition to the NEST to the end of the Administration Fee Period in which the date of the transition occurred; and
 - (ii) the relevant rate of payment under Table 2A at Annexure B2 that applies at the time of the Stream Participant's Commencement following transfer to the Provider; and
- (c) if the Stream Participant was previously serviced under jobactive by the Provider or another Employment Provider and transferred to a NEST Provider or the Digital Services Contact Centre, pay the Provider a pro-rata amount of the Administration Fees payable for the Stream Participant for the Administration Fee Period in which the date of the transfer to the NEST Provider or the Digital Services Contact Centre occurred, calculated by the Department based on:
 - (i) the period of time from the date of the Stream Participant's transfer to a NEST Provider or the Digital Services Contact Centre to the end of the Administration Fee Period in which the date of the transfer occurred; and
 - (ii) the relevant rate of payment under Table 2A at Annexure B2 that applies at the time of the Stream Participant's Commencement following transfer to the Provider.

Note: Stream Participants in the NEST Employment Regions may transition from jobactive to the NEST at the commencement of the NEST. At any other time during the Term of this Deed, Stream Participants may transfer from an Employment Provider (including the Provider) to a NEST Provider or the Digital Services Contact Centre in accordance with this Deed.

123.3B For the avoidance of doubt, the Department will not pay the Provider a pro-rata amount of the Administration Fees payable for a Stream Participant under clause 123.3A(b) if the Provider serviced the Stream Participant under jobactive at the time that the Stream Participant was transitioned to the NEST. In this case, the Provider is not eligible for an Administration Fee payable for the Stream Participant until the expiration of a period of time equivalent to that from the date of the Stream Participant's transition to the NEST to the end of the Administration Fee Period in which the date of the transition occurred.

- 123.4 Where a Stream Participant on the Provider's caseload moves or will move at a known point in time:
- (a) to a Non-regional Location from a Regional Location; or
 - (b) from a Non-regional Location to a Regional Location,
- the Department:
- (c) may, at its absolute discretion, recover a pro-rata amount of the Administration Fee from the Provider as a debt in accordance with clause 21, calculated by the Department based on the period of time from the date of the move to the end of the Administration Fee Period, and the relevant rate of payment under Table 2A at Annexure B2 that applied from the Pro-rata Calculation Start Date prior to the move; and
 - (d) will pay a pro-rata amount of the Administration Fee to the Provider, calculated by the Department based on the period of time from the date of the move to the end of the Administration Fee Period, and the relevant rate of payment under Table 2A at Annexure B2 that applies from the time of the move.
- 123.5 Where a Stream Participant transfers, or will transfer at a known point in time, from the Provider to another Employment Provider, a NEST Provider (including the same legal entity as the Provider) or the Digital Services Contact Centre for any reason, the Department may, at its absolute discretion, recover a pro-rata amount of Administration Fees from the Provider as a debt in accordance with clause 21, calculated by the Department based on the period of time from the date of the transfer to the end of the Administration Fee Period, and the relevant rate of payment under Table 2A at Annexure B2 that applied from the Pro-rata Calculation Start Date.
- 123.6 The Department will pay Administration Fees for the last Administration Period under this Deed on a pro-rata basis, calculated by the Department based on the period of time from the commencement of the last Administration Period for each Stream Participant to the Completion Date.
- 123.7 Where an SPI Participant ceases, or will cease at a known point in time, to be an SPI Participant (but will remain a Stream Participant), or where a Stream Participant becomes, or will become at a known point in time an SPI Participant, the Department:
- (a) may, at its absolute discretion, recover a pro-rata amount of the Administration Fee from the Provider as a debt in accordance with clause 21, calculated by the Department based on the period of time from the date of the event to the end of the Administration Fee Period, and the relevant rate of payment under Table 2A at Annexure B2 that applied from the Pro-rata Calculation Start Date prior to the event; and
 - (b) pay a pro-rata amount of the Administration Fee to the Provider, calculated by the Department based on the period of time from the date of the event to the end of the Administration Fee Period, and the relevant rate of payment under Table 2A at Annexure B2 that applies from the time of the event.

124. Work for the Dole Fees

- 124.1 Subject to this clause 124, the Department will pay the Provider the applicable Work for the Dole Fee calculated in accordance with any Guidelines:
- (a) in respect of each Work for the Dole Place in an Individual Hosted Activity, when the first Fully Eligible Participant commences in that Work for the Dole Place; and
 - (b) in respect of each Work for the Dole Place in a Group Based Activity, in accordance with clause 124.7,

provided that:

- (c) the Work for the Dole Place starts after the relevant Fully Eligible Participant's Commencement; and
- (d) the Provider has complied with Section B3.2 and any requirements for claiming the payment as specified in any Guidelines.

124.2 The Provider is not entitled to payment under this Deed of:

- (a) an additional Work for the Dole Fee where, under clauses 108.13 and 108.14 or otherwise, the Provider replaces a Fully Eligible Participant who leaves a Work for the Dole Place with another Fully Eligible Participant; or
- (b) a Work for the Dole Fee for a Work for the Dole Place that is claimed for a DES Participant.

Note: if a DES Provider claims a Work for the Dole Place, the DES Provider will make a DES Work for the Dole Payment to the Lead Provider, or otherwise pay a fee directly to the Activity Host Organisation, as determined by the Activity Host Organisation Agreement.

124.2A Except as expressly provided for in this Deed, the Provider must not demand or receive any payment or any other consideration either directly or indirectly from any DES Provider or DES Participant for any reason relating to DES Participants undertaking Work for the Dole.

124.3 If a Work for the Dole Place in an Individual Hosted Activity ends prior to the anticipated end date registered on the Department's IT Systems, without limiting the Department's rights under this Deed, the Department may, at its absolute discretion, recover a pro-rata amount of the relevant Work for the Dole Fee from the Provider as a debt in accordance with clause 21, calculated by the Department based on the period of time from the commencement of the first Fully Eligible Participant in the Work for the Dole Place to the date of the end of the Work for the Dole Place.

124.4 Subject to clause 124.9 and any Guidelines, the Provider may only use Work for the Dole Fees or DES Work for the Dole Payments for a Work for the Dole Place:

- (a) to pay the costs of a Fully Eligible Participant or DES Participant in the relevant Work for the Dole Place;
- (b) to make a payment to the Activity Host Organisation, either directly or through the Lead Provider, which partially or fully offsets the costs of the Activity Host Organisation in hosting the Work for the Dole Place;
- (c) to pay Group Based Activity Overhead Costs, which may include the costs described in clause 124.4(b); and
- (d) otherwise as permitted by any Guidelines.

124.5 Where the Provider Sources a Work for the Dole Place itself, it must, in accordance with any Guidelines:

- (a) subject to clause 124.4, negotiate with the relevant Activity Host Organisation as to:
 - (i) if the Work for the Dole Place is claimed for a Fully Eligible Participant, the proportion of the Work for the Dole Fee that will be passed on to the Activity Host Organisation by the Lead Provider; or
 - (ii) if the Work for the Dole Place is claimed for a DES Participant:
 - (A) the proportion of any DES Work for the Dole Payment that will be passed on to the Activity Host Organisation by the Lead Provider; or

- (B) the amount of any fee to otherwise be paid directly by a DES Provider to the Activity Host Organisation; and
- (b) pass on the agreed proportion of the Work for the Dole Fee or the DES Work for the Dole Payment to the Activity Host Organisation, and keep appropriate Records of such expenditure,

unless the Provider provides the Work for the Dole Place itself, in which case it may retain the full amount of the Work for the Dole Fee, subject to any Guidelines.

124.6 Reserved.

Note 1: the Provider cannot renegotiate the cost of a Work for the Dole Place that has already been agreed between an Activity Host Organisation and an Employment Provider or NEST Provider, unless otherwise specified in any Guidelines.

Work for the Dole Fees for Group Based Activities

124.7 The Lead Provider for a Group Based Activity may claim a Work for the Dole Fee either by way of:

- (a) payment in advance for each Work for the Dole Place in the Group Based Activity, in accordance with clauses 124.9 to 124.13; or
- (b) payment by Reimbursement for each Work for the Dole Place in the Group Based Activity that was claimed for a Fully Eligible Participant, in accordance with clauses 124.14 to 124.15.

124.8 The Lead Provider for a Group Based Activity must, subject to any Guidelines:

- (a) negotiate the relevant Group Based Activity Budget for one or more of the purposes specified in clause 124.4 with:
 - (i) the Activity Host Organisation; and
 - (ii) where applicable, with the Employment Provider or NEST Provider that Sourced the Work for the Dole Place;
- (b) negotiate the relevant Activity Host Organisation Agreement with the Activity Host Organisation;
- (c) unless the Activity Host Organisation otherwise agrees, be the primary point of contact for the Activity Host Organisation;
- (d) subject to clause 124.5, discuss and agree with any other Employment Providers or NEST Providers that have claimed one or more Work for the Dole Places in the Group Based Activity:
 - (i) the proportion of the Work for the Dole Fees to be passed on to those Employment Providers or NEST Providers for one or more of the purposes specified in clause 124.4; and
 - (ii) the timeframe in which the Lead Provider will pass on that agreed proportion of the Work for the Dole Fees to those Employment Providers or NEST Providers;
- (e) provide the agreed proportion of the Work for the Dole Fees to the other Employment Providers or NEST Providers within the agreed timeframe; and
- (f) take any other action as specified in any Guidelines

Payment in advance to the Lead Provider

124.9 Subject to clause 124.10 and any Guidelines, if:

- (a) a Group Based Activity has been identified and approved in the Department's IT Systems; and
- (b) the Provider has:
 - (i) been identified as the Lead Provider for the Group Based Activity;
 - (ii) created a Group Based Activity Budget on the Department's IT Systems for that Group Based Activity in accordance with any Guidelines; and
 - (iii) entered the total cost of the Group Based Activity on the Department's IT Systems in accordance with any Guidelines,

the Provider may claim up to 80% of the Work for the Dole Fees (up to a maximum of \$80,000) in respect of the Work for the Dole Places in that Group Based Activity and do so up to 28 calendar days in advance of the start date of the Group Based Activity.

124.10 In addition to any other applicable requirements in any Guidelines, if the Provider makes a claim pursuant to clause 124.9, it must, in the following order:

- (a) acquit the total of all Work for the Dole Fees and DES Work for the Dole Payments (if any) for the Work for the Dole Places in the Group Based Activity, in accordance with clause 124.11; and
- (b) return to the Department any part of the Work for the Dole Fees:
 - (i) not spent in accordance with the Group Based Activity Budget; and
 - (ii) paid in advance by the Department for a Work for the Dole Place that was claimed by a DES Provider,

within 10 Business Days of submission of acquittal Report in accordance with clause 124.11.

124.11 For the purposes of clause 124.10(a), the Provider must submit an acquittal Report:

- (a) within 56 calendar days of completion, or cessation, of the relevant Group Based Activity;
- (b) which includes a statement from a properly authorised representative of the Provider showing the actual expenditure of Work for the Dole Fees and DES Work for the Dole Payments (if any) against the Group Based Activity Budget, and clearly identifying any Work for the Dole Fees required to be returned to the Department under clause 124.10(b); and
- (c) which is to the complete satisfaction of the Department.

124.12 Subject to this Deed and:

- (a) acceptance of the acquittal Report referred to in clause 124.11 by the Department; and
- (b) the Provider complying with clause 124.10(b),

the Provider may claim the balance of the Work for the Dole Fees payable in respect of the Work for the Dole Places in the relevant Group Based Activity.

124.13 If, at any time during the Term of this Deed, the Department determines, at its absolute discretion, that an amount of Work for the Dole Fees paid in advance for a Work for the Dole Place in a Group Based Activity:

- (a) has not been acquitted in accordance with this Deed; or
- (b) has not been returned to the Department in accordance with clause 124.10(b),

the Department may, at its absolute discretion, recover some or all of the relevant amount of the Work for the Dole Fees from the Provider as a debt in accordance with clause 21.

Payment by Reimbursement to the Lead Provider

- 124.14 Subject to this Deed, including this clause 124, if the Provider has been identified as the Lead Provider for a Group Based Activity, it may claim a Work for the Dole Fee, in respect of each Work for the Dole Place in that Group Based Activity claimed for a Fully Eligible Participant, as a Reimbursement for expenditure for one or more of the purposes specified in clause 124.4.
- 124.15 Each claim for Reimbursement made under clause 124.14 must be rendered by the Provider to the Department no later than 56 calendar days after the completion of the relevant Group Based Activity.

Work for the Dole Fees for Individual Hosted Activities - multiple Work for the Dole Places

- 124.16 The Lead Provider for an Individual Hosted Activity with multiple Work for the Dole Places must, subject to any Guidelines:
- (a) negotiate the relevant Activity Host Organisation Agreement with the Activity Host Organisation;
 - (b) unless the Activity Host Organisation otherwise agrees, be the primary point of contact for the Activity Host Organisation;
 - (c) subject to clause 124.5, discuss and agree with any other Employment Provider, NEST Provider or DES Provider that has claimed a Work for the Dole Place in that Individual Hosted Activity as to how and when the proportion of the Work for the Dole Fees or DES Work for the Dole Payments, as applicable, will be provided to the Lead Provider to pass on to the Activity Host Organisation;
 - (d) provide the agreed proportion of the Work for the Dole Fees and DES Work for the Dole Payments to the Activity Host Organisation within the agreed timeframe; and
 - (e) take any other action as specified in any Guidelines.
- 124.17 If the Provider is not the Lead Provider and claims a Work for the Dole Place in an Individual Hosted Activity with multiple Work for the Dole Places it must, in accordance with any Guidelines:
- (a) discuss and agree with the relevant Lead Provider as to how and when the proportion of the Work for the Dole Fees to be provided to:
 - (i) the Lead Provider, if the Lead Provider is providing the Individual Hosted Activity itself; or
 - (ii) the Activity Host Organisation, which will be provided to the Lead Provider to pass on to the Activity Host Organisation; and
 - (b) provide those funds to the Lead Provider within the agreed timeframe.

Assets purchased with Work for the Dole Fees

- 124.18 Subject to any contrary written direction by the Department, the Provider owns any Asset.
- 124.19 The Provider must, after purchasing an Asset:
- (a) use the Asset only for the purposes of Group Based Activities and in accordance with this Deed; and

- (b) retain that Asset, and:
 - (i) where appropriate in order to reduce the cost of subsequent Group Based Activities, continue to use that Asset in other Group Based Activities; or
 - (ii) where directed to do so by the Department, use that Asset in other Work for the Dole activities.

124.20 Throughout the Term of this Deed, the Provider must:

- (a) not encumber or Dispose of any Asset, or deal with or use any Asset other than in accordance with this clause 124, 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.

124.21 The Provider must develop an assets disposal plan for the continued use or Disposal of each Asset listed in the assets register required under clause 124.20(g), and comply with any Guidelines in relation to assets disposal plans.

124.22 The Provider must Dispose of each Asset:

- (a) at the Completion Date; or
- (b) with the Department's written approval, at a date prior to the Completion Date, in accordance with the assets disposal plan required under clause 124.21 and with the effect that neither the Provider, nor a Related Entity, obtains any material or commercial benefit from the Disposal or subsequent use of that Asset.

124.23 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 124 continues to apply to the reinstated Asset.

Audits of Work for the Dole

124.24 The Department may at any time appoint an auditor (to be paid for by the Department) to conduct an audit of any of the following:

- (a) the Provider's use of Work for the Dole Fees and/or DES Work for the Dole Payments;
 - (b) any Work for the Dole activity; or
 - (c) the Provider's assets register [clause 124.20(g)] and asset disposal plans [clause 124.21],
- and the Provider must assist the auditor to conduct the audit, including by providing access and assistance in accordance with clause 40.

124A Work for the Dole Place Fees

- 124A.1 Subject to this Deed, the Department will pay the Provider a Work for the Dole Place Fee, calculated in accordance with clauses 124A.2 and 124A.3, for each Work for the Dole Place that:
- (a) is Sourced by the Provider;
 - (b) is approved in the Department's IT Systems in accordance with this Deed; and
 - (c) has a Fully Eligible Participant or DES Participant commence in it.
- 124A.2 The Work for the Dole Place Fee payable to the Provider under clause 124A.1 is the amount specified in the applicable row in Table 2C of Annexure B2.
- 124A.3 If a Work for the Dole Place is for a period of more or less than six months, the Work for the Dole Place Fee payable to the Provider will be a pro-rata amount of the amount specified in the applicable row in Table 2C of Annexure B2, calculated on the basis of the duration of the Work for the Dole Place up to a maximum of 12 months.
- 124A.4 The Department will not pay the Provider, and the Provider must not claim, a Work for the Dole Place Fee for a Work for the Dole Place that:
- (a) the Provider has not Sourced itself; or
 - (b) the Department has directed, prior to the Work for the Dole Place being claimed and filled, not be used.
- 124A.5 Without limiting the Department's rights under clause 52, if a Work for the Dole Place in an Individual Hosted Activity ends prior to the anticipated end date registered on the Department's IT Systems, the Department may, at its absolute discretion, recover a pro-rata amount of the relevant Work for the Dole Place Fee from the Provider as a debt in accordance with clause 21, calculated by the Department based on the period of time from the commencement of the first Fully Eligible Participant in the relevant Work for the Dole Place to the date of the end of the Work for the Dole Place.

125. Outcome Payments

Note: Different rates of payment, as specified in Notice No. 15 issued to all Employment Providers on 11 June 2020 (and amended on 18 June 2020), apply under Table 1A and Table 1B of Annexure B2 during the period 12 June 2020 to 30 November 2020 inclusive, as compared to the rates of payment that apply at other times.

- 125.1 Subject to this Deed, the Department will pay the Provider the Outcome Payments in and below Table 1A or Table 1B of Annexure B2, as applicable, at the relevant rate of payment that applies at the time that the requirements for the relevant Outcome are satisfied, where:
- (a) for Education Outcomes:
 - (i) in the case of a Qualifying Education Course, a Stream Participant who was on the Provider's caseload on the date that they began the Qualifying Education Course; and
 - (ii) in the case of a Qualifying Training Course, a Stream Participant who is on the Provider's caseload,has satisfied the relevant requirement for an Education Outcome;
 - (b) for Employment Outcomes, excluding a Full Outcome under paragraph (f) of the definition of Full Outcome and a Partial Outcome under paragraph (f) of the definition of Partial Outcome, a Stream Participant who was on the Provider's caseload on the date that they began the relevant Job Seeker Placement, has satisfied:
 - (i) a 4 Week Period for an Employment Outcome;

- (ii) a 12 Week Period for an Employment Outcome; and
 - (iii) a 26 Week Period for an Employment Outcome, respectively;
- (c) for an Employment Outcome which satisfies paragraph (f) of the definition of Full Outcome, a Stream Participant who was on the Provider's caseload on the date of the Significant Increase in Income has satisfied:
 - (i) a 4 Week Period for an Employment Outcome;
 - (ii) a 12 Week Period for an Employment Outcome; and
 - (iii) a 26 Week Period for an Employment Outcome, respectively;
- (d) for an Employment Outcome which satisfies paragraph (f) of the definition of Partial Outcome, a Stream Participant who was on the Provider's caseload on the date of their NEIS Commencement, has satisfied:
 - (i) a 4 Week Period for an Employment Outcome; and
 - (ii) a 12 Week Period for an Employment Outcome, respectively;
- (e) for Full Outcomes, a Stream Participant (except a Transitioned Participant or a Stream Participant that has been transferred to the Provider for any reason):
 - (i) participates in Pre-existing Employment; and
 - (ii) a Significant Increase occurs in the Pre-existing Employment during the Stream Participant's Period of Registration;
- (f) subject to clause 125.1(g), for:
 - (i) Employment Outcomes, the Employment Outcome Start Date occurs; and
 - (ii) Education Outcomes based on a Qualifying Education Course, the Education Outcome Start Date occurs, on or after Commencement with the Provider;
- (g) for Employment Outcomes, the Employment Outcome Start Date, and for Education Outcomes, the Education Outcome Start Date, occurs on or after:
 - (i) subject to paragraph (ii) and clause 125.1(h), for Stream A Participants, completion of no less than three continuous months in Stream A; and
 - (ii) for Stream A Participants who are Transitioned Participants, completion of no less than three continuous months in employment services, including employment services received prior to 1 July 2015;
- (h) for Employment Outcomes for Stream A Participants who are Online Employment Services Participants, the Employment Outcome Start Date occurs on or after:
 - (i) 12 May 2021; and
 - (ii) completion of no less than three continuous months in:
 - (A) Online Employment Services; or
 - (B) a combination of Online Employment Services and Stream A,

provided that:

- (i) where the relevant Outcome Period ended on or before 4 May 2016, the Provider has rendered a Tax Invoice for the relevant Outcome Payment to the Department within 56 days of the end of the relevant Outcome Period and the Department accepts the Tax Invoice;
- (j) where the relevant Outcome Period ended on or after 5 May 2016 or any date otherwise specified by the Department, the Provider has rendered a Tax Invoice for the relevant Outcome Payment to the Department within 12 months of the Completion Date and the Department accepts the Tax Invoice;
- (k) data and/or Documentary Evidence is entered into the Department's IT Systems (either by Services Australia or, where relevant, by the Provider or a NEIS Provider) confirming:
 - (i) for Employment Outcomes, the Employment Outcome Start Date and the satisfaction of the requirements of an Employment Outcome; and
 - (ii) for Education Outcomes, the Education Outcome Start Date and the satisfaction of the requirements of an Education Outcome; and
- (l) the Provider has, when recording the relevant Vacancy in the Department's IT Systems, selected the Vacancy type as specified by any Guidelines.

125.2 Reserved.

Pay Slip Verified Outcome Payments

125.3 Where the Provider considers that:

- (a) all requirements for payment of an Outcome Payment for an Employment Outcome under clause 125.1(b), or for an HTS jobactive Outcome under clause 125.15, have been met; but

- (b) the data in the Department's IT Systems provided to the Department by Services Australia does not correctly record or reflect the details of that Employment Outcome,

the Provider may claim a Pay Slip Verified Outcome Payment from the Department if:

- (c) the Employment Outcome Start Date for the Employment Outcome, or the HTS jobactive Outcome Start Date for the HTS jobactive Outcome, is entered on the Department's IT Systems in accordance with any Guidelines;
- (d) where the relevant Outcome Period ended on or before 4 May 2016, the Provider has rendered a Tax Invoice for the Pay Slip Verified Outcome Payment to the Department within 56 days of the end of the relevant Outcome Period and the Department accepts the Tax Invoice;
- (e) where the relevant Outcome Period ended on or after 5 May 2016 or any date otherwise specified by the Department, the Provider has rendered a Tax Invoice for the Pay Slip Verified Outcome Payment to the Department within 12 months of the Completion Date and the Department accepts the Tax Invoice; and
- (f) the Provider:
 - (i) holds and submits any Documentary Evidence as specified under clauses 15.4(d) and 16.2(a); and
 - (ii) complies with any procedural requirements specified in any Guidelines, at the time it makes the claim.

Placement in a Vacancy by another Employment Provider or NEST Provider

- 125.4 For the avoidance of doubt and subject to clauses 125.1 and 125.3, where a Stream Participant:
- (a) is placed in a Vacancy by an Employment Provider other than the Provider or a NEST Provider, but the relevant Stream Participant was Commenced with the Provider; and
 - (b) all requirements of clause 125.1 are met,
- the Provider may claim and the Department will pay the applicable Outcome Payment.

Limits on Outcome Payments

- 125.5 The Department will not pay the Provider, and the Provider must not claim, an Outcome Payment under clauses 125.1 or 125.3:
- (a) on a pro rata basis;
 - (b) in relation to a Non-Payable Outcome;
 - (c) for a 26 Week Period for a Partial Outcome;
 - (d) for a Full Outcome which satisfies paragraph (a) or (f) of the definition of Full Outcome and for a Partial Outcome which satisfies paragraph (a) of the definition of Partial Outcome, where:
 - (i) the Stream Participant is placed into Employment; and
 - (ii) the Stream Participant ceases to receive the relevant Income Support Payment due to reasons other than participating in that Employment, including as specified in any Guidelines;
 - (e) in relation to a Full Outcome Conversion, unless all the requirements of the definition of Full Outcome Conversion are satisfied;
 - (f) except as otherwise provided for in any Guidelines, if the Outcome Period for the Outcome overlaps with the Outcome Period for another Outcome that has already been claimed in relation to the same Stream Participant by any Employment Provider, including the Provider, or a NEST Provider;
 - (g) where the relevant Employment Outcome Start Date or Education Outcome Start Date occurs after the Completion Date; and
 - (h) in any other circumstances specified in any Guidelines.
- 125.6 The Provider must not claim, and the Department will not pay, more than a maximum of four Outcome Payments for:
- (a) a 4 Week Period for an Employment Outcome; and/or
 - (b) an HTS 4 Week jobactive Outcome,
- for any single Stream Participant over any one 12 month period.
- 125.7 The Provider acknowledges that if a Stream Participant moves from a Complementary Service into an employment, education or training related activity that satisfies the requirements for an Employment Outcome or an Education Outcome, the Provider may only claim, and the Department will only pay, an amount equal to the difference between:
- (a) the Outcome Payment payable under this Deed in relation to the employment, education or training related activity; and

- (b) the fee, if any, paid by the Commonwealth to the provider of the Complementary Service.

PaTH Internship Outcome Payments payable to the Provider

- 125.8 Subject to this Deed, the Department will pay the Provider an Outcome Payment specified in Table 1C or Table 1D in Annexure B2 for a PaTH Internship Outcome, provided that:
- (a) a PaTH Intern who is on the Provider's caseload has satisfied the relevant requirements for a PaTH Internship Outcome;
 - (b) the Provider has rendered a Tax Invoice for the relevant Outcome Payment to the Department within 12 months of the Completion Date and the Department accepts the Tax Invoice; and
 - (c) the Provider has complied with any relevant procedural requirements as specified in any Guidelines.

Limits on PaTH Internship Outcome Payments

- 125.9 The Department will not pay the Provider, and the Provider must not claim, an Outcome Payment under clause 125.8:
- (a) on a pro rata basis;
 - (b) where the Provider is in breach of any of clauses 109A.1, 109A.2 or 109A.3;
 - (c) where the relevant PaTH Internship Start Date occurs outside of the Participant's Period of Registration or after the Completion Date; or
 - (d) in any other circumstances specified in any Guidelines.

Provider Seasonal Work Incentive Payments

- 125.10 Subject to this Deed, the Department will pay the Provider a Provider Seasonal Work Incentive Payment where:
- (a) a QSHW Eligible Stream Participant who was on the Provider's caseload on the date that they began the relevant QSHW Placement, has satisfied the relevant requirements for a QSHW Outcome before 1 July 2020;
 - (b) the Provider has, when recording the relevant QSHW Vacancy in the Department's IT Systems, selected the Vacancy type 'Qualifying Seasonal Horticultural Work';
 - (c) the Provider has recorded the QSHW Placement Start Date in the Department's IT Systems within 56 days after the QSHW Placement Start Date;
 - (d) the Provider has rendered a Tax Invoice for the relevant Provider Seasonal Work Incentive Payment to the Department before 1 July 2021 or, if this Deed is terminated before 31 March 2021, within 3 months of the date of termination and the Department accepts the Tax Invoice;
 - (e) the Provider has retained Documentary Evidence confirming the relevant QSHW Placement Start Date and the satisfaction of the requirements of a QSHW Outcome; and
 - (f) the QSHW Placement Start Date was before 23 June 2020.
- 125.11 For the avoidance of doubt and subject to clause 125.10, the Provider may claim, and the Department will pay, the applicable Provider Seasonal Work Incentive Payment where a

Stream Participant on the Provider's caseload is placed in a QSHW Vacancy by any Employment Provider, provided that all requirements of clause 125.10 are met.

- 125.12 The Department will not pay the Provider, and the Provider must not claim, a Provider Seasonal Work Incentive Payment under clause 125.10:
- (a) more than 6 times in relation to a single QSHW Placement;
 - (b) on a pro rata basis;
 - (c) in relation to a Non-Payable Outcome;
 - (d) except as otherwise provided for in any Guidelines, if the Outcome Period for the QSHW Outcome overlaps with the Outcome Period for any other Outcome that has already been claimed in relation to the same Stream Participant by any Employment Provider, including the Provider;
 - (e) where the Department has Notified the Provider that the cap for the Seasonal Work Incentives for Job Seekers Trial has been reached and no further Provider Seasonal Work Incentive Payments may be claimed; or
 - (f) in any other circumstances specified in any Guidelines.

NWEP Completion Outcome Payments payable to the Provider

- 125.13 Subject to this Deed, the Department will pay the Provider an Outcome Payment specified in Table 1E in Annexure B2 for an NWEP Completion Outcome, provided that:
- (a) a Stream Participant who is on the Provider's caseload has satisfied the relevant requirements for an NWEP Completion Outcome;
 - (b) the Provider has rendered a Tax Invoice for the relevant Outcome Payment to the Department within 12 months of the Completion Date and the Department accepts the Tax Invoice; and
 - (c) the Provider has complied with any relevant procedural requirements as specified in any Guidelines.

Limits on NWEP Completion Outcome Payments

- 125.14 The Department will not pay the Provider, and the Provider must not claim, an Outcome Payment for an NWEP Placement under clause 125.13:
- (a) on a pro rata basis;
 - (b) where the Provider is in breach of clause 109;
 - (c) where the Stream Participant commences in the relevant NWEP Placement outside of the Participant's Period of Registration or after the Completion Date; or
 - (d) in any other circumstances specified in any Guidelines.

HTS jobactive Outcome Payments

- 125.15 Subject to this Deed, the Provider may claim and the Department will pay the Provider an Outcome Payment, as specified in Table 1F [HTS JOBACTIVE OUTCOME PAYMENTS IN NON-REGIONAL LOCATIONS] or Table 1G [HTS JOBACTIVE OUTCOME PAYMENTS IN REGIONAL LOCATIONS] in Annexure B2 - PAYMENTS, where a Harvest Worker who is on the Provider's caseload has satisfied the requirements for an HTS jobactive Outcome, provided that:

- (a) data and/or Documentary Evidence is entered into the Department's IT Systems (either by Services Australia or, where relevant, by the Provider or the HTS Provider) confirming the HTS jobactive Outcome Start Date and the satisfaction of the requirements of an HTS jobactive Outcome;
- (b) the Harvest Worker was in receipt of an Income Support Payment on the HTS jobactive Outcome Start Date;
- (c) the Provider has rendered a Tax Invoice for the HTS jobactive Outcome Payment to the Department within 12 months of the Completion Date and the Department accepts the Tax Invoice; and
- (d) the Provider has complied with any relevant procedural requirements as specified in any Guidelines.

Note: Where a Harvest Worker is the subject of a Harvest Placement and obtains ongoing Employment in the relevant position, the Provider may choose to claim either the relevant HTS jobactive Outcome or the relevant Employment Outcome once the requirements for that Outcome are met. If the Provider chooses to claim an HTS jobactive Outcome for the relevant Employment, the Provider will no longer be able to claim an Employment Outcome for it, and vice versa.

Limits on HTS jobactive Outcome Payments

125.16 The Department will not pay the Provider, and the Provider must not claim, an Outcome Payment under clause 125.15:

- (a) on a pro rata basis;
- (b) where the Provider is in breach of clauses 109G.1 or 109G.2;
- (c) in relation to a Non-Payable Outcome;
- (d) where the relevant HTS jobactive Outcome Start Date occurs outside of the Harvest Worker's Period of Registration or after the Completion Date;
- (e) except as otherwise provided for in any Guidelines, if the HTS jobactive Outcome Period for the HTS jobactive Outcome overlaps with the HTS jobactive Outcome Period for another HTS jobactive Outcome that has already been claimed in relation to the same Harvest Worker by any Employment Provider, including the Provider, or a NEST Provider;
- (f) where the Provider is also the HTS Provider in relation to a relevant Harvest Worker, and the Provider has received an outcome payment in connection with the relevant Harvest Placement under the HTS Deed;
- (g) where the Provider is prohibited from claiming the relevant Outcome Payment under clause 125.6; or
- (h) in any other circumstances specified in any Guidelines.

126. Reserved

Annexure B1 – Transition in

Note: Table 1 below sets out how most Stream Participants in Streams 1 to 4 under the Employment Services Deed 2012-2015 (the JSA Deed) transition to Streams A to C under this Deed. The first column sets out the Stream that a Stream Participant was in under the JSA Deed. The second column sets out the phase, time in service, activities and status of a Stream Participant under JSA. The third column sets out the Stream (and phase in that Stream) into which a Stream Participant under JSA will be placed by the Department's IT Systems under jobactive, except where the Stream Participant is Exited by the Department's IT Systems. The fourth column sets out credits in the Employment Fund allocated for each such Transitioned Participant on their Commencement in accordance with clause 88.13. For example, a Fully Eligible Participant in Stream 1 (0-6 months' time in service) under JSA will be allocated by the Department's IT Systems, as at 1 July 2015, to the Self Service and Job Activity Phase under jobactive. On their Commencement, a \$50 credit will be allocated to the Provider in the Employment Fund in relation to them.

TABLE 1: TRANSITION OF STREAM PARTICIPANTS FROM JOB SERVICES AUSTRALIA INTO JOBACTIVE1

Stream	Phase, time in service, activities and status in JSA²	Stream, phase and status in jobactive	Employment Fund General Account transition credit
Stream 1 (Limited)		Exited, unless: <ul style="list-style-type: none"> • otherwise determined by the Department's IT Systems; or • they are eligible to participate as a Volunteer and expressly opt to do so, in which case they will be serviced as if they were in Stream A for a maximum of six months.³ 	50, where the person opts to participate as a Volunteer prior to 26 June 2015
Stream 1-4	Volunteer (Non-activity Tested)	Exited, unless: <ul style="list-style-type: none"> • otherwise determined by the Department's IT Systems; or • they are eligible to participate as a Volunteer and expressly opt to do so, in which case they will be serviced as if they were 	50, where the person opts to participate as a Volunteer prior to 26 June 2015

¹ Table 1 does not apply to Stream Participants who are Pre-release Prisoners, Early School Leavers, or subject to a Structural Adjustment Package. As a general rule, Pre-release Prisoners will transition to Self Service and Job Activity Phase if they are in Stream A or the Case Management Phase if they are in Streams B or C, and Early School Leavers and Stream Participants who are subject to a Structural Adjustment Package will transition (at a minimum) to Stream B. The specific Stream and phase in that Stream that these Stream Participants will transition to, will be determined by the Department's IT Systems.

² Unless specifically stated, the phase in JSA refers to all Stream Participants in that phase, regardless of age.

³ Disability Support Pension claimants who are subject to a program of support may apply to participate in full Services under Stream A, Stream

Stream	Phase, time in service, activities and status in JSA ²	Stream, phase and status in jobactive	Employment Fund General Account transition credit
		in Stream A for a maximum of six months. ⁴	
Stream 1	Stream Services 0-6 months (Stream Participants subject to the SPI measure)	Stream A – SPI Case Management Phase	50
	Stream Services 0-6 months	Stream A – Self Service and Job Activity Phase	50
	Stream Services 6-12 months	Stream A Work for the Dole Phase	50
	Work Experience Phase – in activity	Stream A Case Management Phase	50
	Work Experience Phase – not in activity	Stream A Work for the Dole Phase	50
	Compulsory Activity Phase	Stream A Work for the Dole Phase	50
Stream 2	Stream Services 0-6 months with a low to moderate JSCI score (Stream Participants subject to the SPI measure)	Stream A – SPI Case Management Phase	50
	Stream Services 0-6 months with moderate to high JSCI score (Stream Participants subject to the SPI measure)	Stream B – SPI Case Management Phase	300
	Stream Services 0-6 months with a low to moderate JSCI score	Stream A – Self Service and Job Activity Phase	50
	Stream Services 0-6 months with a moderate to high JSCI score	Stream B Case Management Phase	300

⁴ As above

Stream	Phase, time in service, activities and status in JSA ²	Stream, phase and status in jobactive	Employment Fund General Account transition credit
	Stream Services 6-12 months with a low to moderate JSCI score	Stream A Work for the Dole Phase	50
	Stream Services 6-12 months with a moderate to high JSCI score (except Stream Participants aged under 30)	Stream B Case Management Phase - 6 months of servicing after which time enter the Stream B Work for the Dole Phase	300
	Stream Services 6-12 months with a moderate to high JSCI score (Stream Participants aged under 30)	Stream B Work for the Dole Phase	150
	Work Experience Phase – in activity with a low to moderate JSCI score	Stream A Case Management Phase	50
	Work Experience Phase – in activity with a moderate to high JSCI score	Stream B Case Management Phase	300
	Work Experience Phase – not in activity with a low to moderate JSCI score	Stream A Work for the Dole Phase	50
	Work Experience Phase – not in activity with a moderate to high JSCI score	Stream B Work for the Dole Phase	150
	Compulsory Activity Phase with a low to moderate JSCI score	Stream A Work for the Dole Phase	50
	Compulsory Activity Phase with a moderate to high JSCI score	Stream B Work for the Dole Phase	150
Stream 3	Stream Services 0-6 months	Stream B Case Management Phase	300
	Stream Services 6-12 months	Stream B Case Management Phase - 6 months of servicing after which time enter the Stream B Work for the Dole Phase	300
	Work Experience Phase – in activity	Stream B Case Management Phase	300

Stream	Phase, time in service, activities and status in JSA ²	Stream, phase and status in jobactive	Employment Fund General Account transition credit
	Work Experience Phase – not in activity	Stream B Work for the Dole Phase	150
	Compulsory Activity Phase	Stream B Work for the Dole Phase	150
Stream 4	Stream Services 0-6 months	Stream C Case Management Phase	550
	Stream Services 6-18 months	Stream C Case Management Phase - 6 months of servicing after which time enter the Stream C Work for the Dole Phase	550
	Work Experience Phase – in activity	Stream C Case Management Phase	550
	Work Experience Phase – not in activity	Stream C Work for the Dole Phase	275
	Compulsory Activity Phase	Stream C Work for the Dole Phase	275

ANNEXURE B2 – PAYMENTS AND EMPLOYMENT FUND CREDITS

Outcome Payments

TABLE 1A OUTCOME PAYMENTS FOR STREAM PARTICIPANTS IN NON-REGIONAL LOCATIONS

Employment Outcomes	Duration of Employment satisfying the requirements of an Employment Outcome	Partial Outcome where the Participant's Period of Unemployment is less than 24 months inclusive	Full Outcome where the Participant's Period of Unemployment is less than 24 months inclusive	Partial Outcome where the Participant's Period of Unemployment is 24-59 months inclusive	Full Outcome where the Participant's Period of Unemployment is 24-59 months inclusive	Partial Outcome where the Participant's Period of Unemployment is 60 months inclusive plus	Full Outcome where the Participant's Period of Unemployment is 60 months inclusive plus
Stream A and Volunteers							
	4 Week Period	\$172.48	\$431.20	\$215.60	\$539.00	\$258.72	\$646.80
	12 Week Period	\$215.60	\$539.00	\$431.20	\$1,078.00	\$539.00	\$1,347.50
	26 Week Period	\$0	\$700.70	\$0	\$1,347.50	\$0	\$1,670.90
	Total	\$388.08	\$1,670.90	\$646.80	\$2,964.50	\$797.72	\$3,665.20
Stream B							
	4 Week Period	\$323.40	\$808.50	\$431.20	\$1,078.00	\$539.00	\$1,347.50
	12 Week Period	\$646.80	\$1,617.00	\$862.40	\$2,156.00	\$1,078.00	\$2,695.00
	26 Week Period	\$0	\$2,048.20	\$0	\$2,695.00	\$0	\$3,395.70
	Total	\$970.20	\$4,473.70	\$1,293.60	\$5,929.00	\$1,617.00	\$7,438.20
Stream C							
	4 Week Period	\$431.20	\$1,078.00	\$646.80	\$1,617.00	\$862.40	\$2,156.00
	12 Week Period	\$862.40	\$2,156.00	\$1,293.60	\$3,234.00	\$1,724.80	\$4,312.00
	26 Week Period	\$0	\$2,695.00	\$0	\$4,042.50	\$0	\$5,390.00
	Total	\$1,293.60	\$5,929.00	\$1,940.40	\$8,893.50	\$2,587.20	\$11,858.00

Education outcomes **\$1,078.00**

TABLE 1B – OUTCOME PAYMENTS FOR STREAM PARTICIPANTS IN REGIONAL LOCATIONS

Employment Outcomes	Duration of Employment satisfying the requirements of an Employment Outcome	Partial Outcome where the Participant's Period of Unemployment is less than 24 months inclusive	Full Outcome where the Participant's Period of Unemployment is less than 24 months inclusive	Partial Outcome where the Participant's Period of Unemployment is 24-59 months inclusive	Full Outcome where the Participant's Period of Unemployment is 24-59 months inclusive	Partial Outcome where the Participant's Period of Unemployment is 60 months inclusive plus	Full Outcome where the Participant's Period of Unemployment is 60 months inclusive plus
Stream A and Volunteers							
	4 Week Period	\$215.60	\$539.00	\$269.50	\$673.75	\$323.40	\$808.50
	12 Week Period	\$269.50	\$673.75	\$539.00	\$1,347.50	\$673.75	\$1,684.91
	26 Week Period	\$0	\$876.41	\$0	\$1,684.91	\$0	\$2,089.16
	Total	\$485.10	\$2,089.16	\$808.50	\$3,706.16	\$997.15	\$4,582.58
Stream B							
	4 Week Period	\$404.25	\$1,011.16	\$539.00	\$1,347.50	\$673.75	\$1,684.91
	12 Week Period	\$808.50	\$2,021.25	\$1,078.00	\$2,695.00	\$1,347.50	\$3,368.75
	26 Week Period	\$0	\$2,560.25	\$0	\$3,368.75	\$0	\$4,245.16
	Total	\$1,212.75	\$5,592.66	\$1,617.00	\$7,411.25	\$2,021.25	\$9,298.83
Stream C							
	4 Week Period	\$539.00	\$1,347.50	\$808.50	\$2,021.25	\$1,078.00	\$2,695.00
	12 Week Period	\$1,078.00	\$2,695.00	\$1,617.00	\$4,042.50	\$2,156.00	\$5,390.00
	26 Week Period	\$0	\$3,368.75	\$0	\$5,053.66	\$0	\$6,737.50
	Total	\$1,617.00	\$7,411.25	\$2,425.50	\$11,117.41	\$3,234.00	\$14,822.50

Educational Outcomes \$1,347.50

Note 1: Employment Providers providing Services to Stream Participants who live in Regional Locations are entitled to claim an Outcome Payment with a regional loading as set out in Table 1B.

Note 2: The amount of the Outcome Payment payable to the Provider is determined by:

- (a) the Stream Participant's Period of Unemployment;
- (b) the Stream that the Stream Participant was in on the Job Seeker Placement Start Date; and
- (c) whether the Stream Participant has satisfied the requirements for a Full Outcome or a Partial Outcome.

Note 3: The amounts of the Outcome Payments in Tables 1A and 1B reflect the 7.8% increase applied from 1 January 2018 for all Employment Outcomes and Education Outcomes where the relevant Outcome Period ended on or after 1 January 2018.

Note 4: Different rates of payment, as specified in Notice No. 15 issued to all Employment Providers on 11 June 2020 (and amended on 18 June 2020), apply under Table 1A and Table 1B of Annexure B2 during the period 12 June 2020 to 30 November 2020 inclusive, as compared to the rates of payment that apply at other times.

TABLE 1C – PATH INTERNSHIPS: OUTCOME PAYMENTS FOR PATH INTERNS IN NON-REGIONAL LOCATIONS

Path Intern type	Period of Unemployment (less than 24 months inclusive)	Period of Unemployment (24-59 months inclusive)	Period of Unemployment (60 months inclusive plus)
Stream A	\$431.20	\$539.00	\$646.80
Stream B	\$808.50	\$1,078.00	\$1,347.50
Stream C	\$1,078.00	\$1,617.00	\$2,156.00

TABLE 1D – PATH INTERNSHIPS: OUTCOME PAYMENTS FOR PATH INTERNS IN REGIONAL LOCATIONS

Path Intern type	Period of Unemployment (less than 24 months inclusive)	Period of Unemployment (24-59 months inclusive)	Period of Unemployment (60 months inclusive plus)
Stream A	\$539.00	\$673.75	\$808.50
Stream B	\$1,011.16	\$1,347.50	\$1,684.91
Stream C	\$1,347.50	\$2,021.25	\$2,695.00

Note 1: Employment Providers providing Services to Path Interns who live in Regional Locations are entitled to claim an Outcome Payment for PaTH Internship Outcomes with a regional loading as set out in Table 1D.

Note 2: The amount of the Outcome Payment payable to the Provider is determined by:

- (a) the Path Intern's Period of Unemployment; and
- (b) the Stream that the Path Intern was in on the date that the relevant PaTH Internship Agreement was created in the Department's IT Systems.

Note 3: The amounts of the Outcome Payments for the PaTH Interns in Tables 1C and 1D reflect the 7.8% increase applied from 1 January 2018 for all PaTH Internship Outcomes where the relevant Outcome Period ended on or after 1 January 2018.

TABLE 1E – NWEF PLACEMENTS: NWEF COMPLETION OUTCOME PAYMENTS

NWEF Completion Outcome	Fee
	\$400

TABLE 1F – HTS JOBACTIVE OUTCOME PAYMENTS IN NON-REGIONAL LOCATIONS

	HTS jobactive Outcome type	Payment where the Stream Participant's Period of Unemployment is less than 24 months inclusive	Payment where the Stream Participant's Period of Unemployment is 24-59 months inclusive	Payment where the Stream Participant's Period of Unemployment is 60 months inclusive plus
Stream A and Volunteers				

	HTS jobactive Outcome type	Payment where the Stream Participant's Period of Unemployment is less than 24 months inclusive	Payment where the Stream Participant's Period of Unemployment is 24-59 months inclusive	Payment where the Stream Participant's Period of Unemployment is 60 months inclusive plus
	HTS 4 Week jobactive Outcome	\$431.20	\$539.00	\$646.80
	HTS 12 Week jobactive Outcome	\$539.00	\$1,078.00	\$1,347.50
	HTS 26 Week jobactive Outcome	\$700.70	\$1,347.50	\$1,670.90
	TOTAL	\$1,670.90	\$2,964.50	\$3,665.20
Stream B				
	HTS 4 Week jobactive Outcome	\$808.50	\$1,078.00	\$1,347.50
	HTS 12 Week jobactive Outcome	\$1,617.00	\$2,156.00	\$2,695.00
	HTS 26 Week jobactive Outcome	\$2,048.20	\$2,695.00	\$3,395.70
	TOTAL	\$4,473.70	\$5,929.00	\$7,438.20
Stream C				
	HTS 4 Week jobactive Outcome	\$1,078.00	\$1,617.00	\$2,156.00
	HTS 12 Week jobactive Outcome	\$2,156.00	\$3,234.00	\$4,312.00
	HTS 26 Week jobactive Outcome	\$2,695.00	\$4,042.50	\$5,390.00
	TOTAL	\$5,929.00	\$8,893.50	\$11,858.00

TABLE 1G – HTS JOBACTIVE OUCOME PAYMENTS IN REGIONAL LOCATIONS

	HTS jobactive Outcome type	Payment where the Stream Participant's Period of Unemployment is less than 24 months inclusive	Payment where the Stream Participant's Period of Unemployment is 24-59 months inclusive	Payment where the Stream Participant's Period of Unemployment is 60 months inclusive plus
Stream A and Volunteers				
	HTS 4 Week jobactive Outcome	\$539.00	\$673.75	\$808.50

	HTS jobactive Outcome type	Payment where the Stream Participant's Period of Unemployment is less than 24 months inclusive	Payment where the Stream Participant's Period of Unemployment is 24-59 months inclusive	Payment where the Stream Participant's Period of Unemployment is 60 months inclusive plus
	HTS 12 Week jobactive Outcome	\$673.75	\$1,347.50	\$1,684.91
	HTS 26 Week jobactive Outcome	\$876.41	\$1,684.91	\$2,089.16
	TOTAL	\$2,089.16	\$3,706.16	\$4,582.58
Stream B				
	HTS 4 Week jobactive Outcome	\$1,011.16	\$1,347.50	\$1,684.91
	HTS 12 Week jobactive Outcome	\$2,021.25	\$2,695.00	\$3,368.75
	HTS 26 Week jobactive Outcome	\$2,560.25	\$3,368.75	\$4,245.16
	TOTAL	\$5,592.66	\$7,411.25	\$9,298.83
Stream C				
	HTS 4 Week jobactive Outcome	\$1,347.50	\$2,021.25	\$2,695.00
	HTS 12 Week jobactive Outcome	\$2,695.00	\$4,042.50	\$5,390.00
	HTS 26 Week jobactive Outcome	\$3,368.75	\$5,053.66	\$6,737.50
	TOTAL	\$7,411.25	\$11,117.41	\$14,822.50

Note 1: Employment Providers providing Services to Stream Participants who live in Regional Locations are entitled to claim a n HTS jobactive Outcome Payment with a regional loading as set out in Table 1G.

Note 2: The amount of the HTS jobactive Outcome Payment payable to the Provider is determined by:

- (a) the Stream Participant's Period of Unemployment;
- (b) the Stream that the Stream Participant was in on the HTS jobactive Outcome Start Date; and
- (c) whether the Stream Participant has satisfied the requirements for an HTS 4 Week jobactive Outcome, HTS 12 Week jobactive Outcome or HTS 26 Week jobactive Outcome.

ADMINISTRATION FEES AND WORK FOR THE DOLE FEES

TABLE 2A – ADMINISTRATION FEES

	(1) Fee	(2) Fee with regional loading
SPI Participants	\$377.30	\$472.16
All other Stream Participants	\$269.50	\$337.41

Note 1: In accordance with clause 75, Volunteers will receive a maximum of six months of Employment Provider Services including from any other Employment Provider and the Provider will be entitled to an Administration Fee in respect of its servicing of any Volunteer during that six months of service.

Note 2: In accordance with clause 123.1(c)(ii), the Provider is entitled to an Administration Fee with a regional loading for providing Services to Stream Participants in Regional Locations.

Note 3: The amounts of the Administration Fees in Table 2A reflect the 7.8% increase applied following 1 January 2018.

Note 4: Different rates of payment, as specified in Notice No. 15 issued to all Employment Providers on 11 June 2020 (and amended on 18 June 2020), apply under Table 2A at Annexure B2 during the period 12 June 2020 to 30 November 2020 inclusive, as compared to the rates of payment that apply at other times.

TABLE 2B – WORK FOR THE DOLE FEES

Place	Fee
Six month Work for the Dole Place in an Individual Hosted Activity	\$1,000
Six month Work for the Dole Place in Group Based Activity	Up to \$3500

Note 1: Where a Work for the Dole Place is for more or less than six months in duration or the date on which the relevant Fully Eligible Participant commences in the place is after the start date of the relevant Work for the Dole activity, the applicable Work for the Dole Fee will be pro-rated in accordance with any Guidelines.

TABLE 2C - WORK FOR THE DOLE PLACE FEES

Place	Fee (GST excl)
Six month Work for the Dole Place in an Individual Hosted Activity or Group Based Activity in a Non-regional Location	\$100
Six month Work for the Dole Place in an Individual Hosted Activity or Group Based Activity in a Regional Location	\$125

Note 1: If the duration of a Work for the Dole Place (calculated in accordance with any Guidelines) is for more or less than six months in duration, the applicable Work for the Dole Place Fee will be pro-rated in accordance with clause 124A.3

Employment Fund

TABLE 3 - GENERAL ACCOUNT CREDITS

Stream	General Account credit (paid once only)	When credited
Stream A	\$375	After 13 weeks of Period of Service, except for Volunteers (who attract the credit on Commencement in the Stream)

Stream B	\$1,100	On Commencement in the Stream
Stream C	\$1,600	On Commencement in the Stream

Note: In addition to Table 3, where a Stream Participant is identified as subject to a Structural Adjustment Package, the Employment Fund will be credited in accordance with any Guidelines.

Employment Regions and Regional Loading

Table 4 of this Annexure B2 is merely indicative of the locations that do and do not attract a regional loading, and to the extent of any inconsistency between this table and the Department's IT Systems with respect to relevant locations, the Department's IT Systems prevails.

TABLE 4—EMPLOYMENT REGIONS AND REGIONAL LOADING

Employment Region		No Regional loading	Regional loading
New South Wales	Capital Region	yes	no
	Central West	no	yes
	Far West Orana (includes Broken Hill)	no	yes
	Hunter	yes	no
	Illawarra South Coast	yes (except South from Kiama)	South from Kiama
	Murray Riverina	no	yes
	New England and North West	no	yes
	North Coast (excludes Norfolk Island)	no	yes
	Sydney East Metro	yes	no
	Sydney Greater West	yes	no
	Sydney North and West	yes	no
	Sydney South West	yes	no
Victoria	Ballarat	no	yes
	Barwon	yes	no
	Bendigo	no	yes
	Gippsland	no	yes
	Goulburn/Murray	no	yes
	Inner Metropolitan Melbourne	yes	no
	North Eastern Melbourne	yes	no
	North Western Melbourne	yes	no
	South Coast of Victoria	no	yes
	South Eastern Melbourne and Peninsula	yes	no
	Western Melbourne	yes	no
	Wimmera Mallee	no	yes
Queensland	Brisbane South East	yes	no
	Cairns	no	yes

Employment Region		No Regional loading	Regional loading
	Darling Downs	no	yes
	Fitzroy	no	yes
	Gold Coast	yes	no
	Mackay	no	yes
	Somerset	yes	no
	Townsville (includes Mt Isa)	no	yes
	Wide Bay and Sunshine Coast	no	yes
	Wivenhoe	yes	no
South Australia	Adelaide North	yes	no
	Mid North SA	no	yes
	Murray and South East	no	yes
	North West Country SA	no	yes
Western Australia	Broome	no	yes
	Esperance	no	yes
	Geraldton	no	yes
	Great Southern—Wheatbelt	no	yes
	Kalgoorlie	no	yes
	Perth—North	yes	no
	Perth—South	yes	no
	South West WA	no	yes
Tasmania	Hobart and Southern Tasmania	no	yes
	North and North Western Tasmania	no	yes
Northern Territory	Darwin (includes Alice Springs)	yes (except Alice Springs)	Alice Springs

ANNEXURE B3 – SERVICE GUARANTEES

Employment Services Guarantee

This Employment Services Guarantee reflects the Australian Government's expectations of employment providers. It sets out the minimum level of service each job seeker can expect to receive, as well as the requirements they need to meet while looking for employment.

The Australian Government provides a range of services to help people looking for work. The Government delivers jobactive through a national network of providers, and people who need assistance to find work can access a range of help that's based on their individual needs. The main objective of jobactive is to promote stronger workforce participation and help more job seekers move from welfare to work.

What you can expect from your provider

Your provider will:

- work with you to develop your Job Plan. This sets out the services you will receive and the minimum requirements you need to meet while you are on activity tested income support
- identify your strengths and any challenges you face to increase your job readiness
- refer you to suitable jobs
- match you to a suitable Work for the Dole placement (where appropriate)
- reassess your needs if your circumstances change
- help you with wage subsidies or relocation assistance (where appropriate)
- keep in contact with you and your employer once you have started a job
- provide the services that are set out in their Service Delivery Plan
- treat you fairly and with respect in a culturally sensitive way.

What is expected of you

There are some things you need to do, including:

- do everything you have agreed to do in your Job Plan
- accept any suitable job
- make every effort to get and keep a job
- do the required number of job searches in your Job Plan
- meet your annual activity requirements—such as taking part in Work for the Dole—as outlined in your Job Plan

- meet your six month activity requirement through the activity outlined in your Job Plan
- contact your provider as soon as possible if you are unable to attend an appointment or do an activity
- notify your provider of any changes in your circumstances.

If you fail to do any of the above it could affect your income support payments.

Your personal information is confidential

Your personal information is protected by law, including the *Privacy Act 1988*. Your provider will only tell employers things about you that relate to job opportunities or, with your permission, your employment with them.

Your provider may also share information with other government agencies if they need to, to make sure you are getting the right level of support. These agencies may contact your employer to check that the information they have is correct.

You can ask to get access to any information your provider holds about you, and have it corrected if needed.

Compliments, suggestions or complaints

Your views about the service you receive are important. The Department of Education, Skills and Employment and your provider value any feedback you may have.

If you don't think you are receiving the right help and would like to make a complaint, please talk to your provider first. Your provider will offer a feedback process which is fair and will try to resolve your concerns.

If you feel you can't talk to your provider, or you are still not happy, you can contact the

Department of Education, Skills and

Employment's National Customer Service Line on 1800 805 260 (free call from land lines) or email nationalcustomerserviceline@dese.gov.au.

If you have suggestions to improve the service that you are getting or would like to make a compliment about the help you have received, please let your provider know or call the National Customer Service Line.

If you have any concerns about your income support payments, you should contact Services Australia (<https://www.servicesaustralia.gov.au>).

EMPLOYMENT SERVICES GUARANTEE

For Volunteers

This Employment Services Guarantee reflects the Australian Government's expectations of employment providers. It sets out the minimum level of service each job seeker can expect to receive.

The Australian Government provides a range of services to help people looking for work. The Government delivers jobactive through a national network of providers, and people who need assistance to find work can access a range of help that's based on their individual needs. The main objective of jobactive is to promote stronger workforce participation and help more job seekers move from welfare to work.

What you can expect from your provider

Your provider will:

- help you build your résumé
- provide advice on job opportunities in your area
- help you understand the skills local employers need
- refer you to jobs
- provide the services that are set out in their Service Delivery Plan
- treat you fairly and with respect
- provide services in a culturally sensitive way.

As a volunteer job seeker you will get up to six months of assistance, and you need to actively participate in order to stay registered. You should make sure you let your provider know if your circumstances change, as it may mean you are eligible for more assistance.

Your personal information is confidential

Your personal information is protected by law, including the *Privacy Act 1988*. Your provider will only tell employers things about you that relate to job opportunities or, with your permission, your employment with them.

Your provider may also share information with other government agencies if they need to, to make sure you are getting the right level of support. These agencies may contact your employer to check that the information they have is correct.

You can ask to get access to any information your provider holds about you, and have it corrected if needed.

Compliments, suggestions or complaints

Your views about the service you receive are important. The Department of Education, Skills and Employment and your provider value any feedback you may have.

If you don't think you are receiving the right help and would like to make a complaint, please talk to your provider first. Your provider will offer a feedback process which is fair and will try to resolve your concerns.

If you feel you can't talk to your provider, or you are still not happy, you can contact the Department of Education, Skills and Employment's National Customer Service Line on 1800 805 260 (free call from land lines) or email nationalcustomerservice@dese.gov.au.

If you have suggestions to improve the service you are getting or would like to make a compliment about the help you have received, please let your provider know or call the National Customer Service Line.

If you have any concerns about your income support payments, you should contact Services Australia (<https://www.servicesaustralia.gov.au>).

PART C - NEW ENTERPRISE INCENTIVE SCHEME SERVICES

CHAPTER C1 – NEIS SERVICES

127. General

- 127.1 The NEIS Provider must deliver NEIS Services in accordance with Part C of this Deed including any Guidelines, and the Provider's tender response to the request for tender for this Deed.
- 127.2 Subject to this clause 127, the NEIS Provider must, unless otherwise agreed to by the Department in writing, only deliver NEIS Services to persons:
- (a) who propose to conduct a business for which they will receive NEIS Assistance, if:
 - (i) the proposed business is to be conducted from a business address within an Employment Region set out in item 7.1 of Schedule 1; and
 - (ii) if the NEIS Provider has sufficient NEIS Places available in the relevant Financial Year; or
 - (b) who do not propose to conduct a business for which they will receive NEIS Assistance, if the person proposes to attend a Workshop within an Employment Region set out in item 7.1 of Schedule 1.
- 127.3 If the conditions under clause 127.2(a) or (b) are not met, the NEIS Provider must:
- (a) advise the Other Provider (where relevant) and the person that the NEIS Provider is unable to deliver NEIS Services to the person; and
 - (b) refer the person back to their Other Provider (where relevant).

Assessing eligibility for NEIS Services and suitability for a Workshop

- 127.4 The NEIS Provider must, in accordance with any Guidelines, assess whether any person Referred to it through the Department's IT Systems or who otherwise presents to the NEIS Provider is NEIS Eligible.
- 127.5 Where:
- (a) the NEIS Provider assesses that a person is:
 - (i) NEIS Eligible; and
 - (ii) suitable to participate in a Workshop and/or undertake NEIS Training; and
 - (b) the person has agreed to attend to a Workshop and/or undertake NEIS Training, the NEIS Provider must, in accordance with any Guidelines:
 - (c) if the person is currently registered in the Department's IT Systems, advise the relevant Other Provider:
 - (i) of the NEIS Provider's abovementioned assessment;
 - (ii) that the NEIS Provider will start delivering NEIS Services to the person as a NEIS Prospective Participant and the relevant start date;
 - (iii) if the person will be referred to a Workshop, the name of the relevant Workshop Provider and the proposed Workshop date; and
 - (iv) to update the person's Job Plan accordingly;

- (d) if the person is not currently registered in the Department's IT Systems, Directly Register them;
- (e) ensure that a Referral to the NEIS Provider is recorded in the Department's IT Systems; and
- (f) start delivering NEIS Services to the person as a NEIS Prospective Participant in accordance with clause 128.

127.6 Where the NEIS Provider assesses a person as:

- (a) not NEIS Eligible; or
- (b) NEIS Eligible, but not suitable to participate in a Workshop and/or undertake NEIS Training,

the NEIS Provider must, in accordance with any Guidelines:

- (c) advise the Other Provider (where relevant) and the person of this assessment and that the NEIS Provider is unable to deliver NEIS Services to the person; and
- (d) refer the person back to their Other Provider (where relevant).

128. NEIS Services for NEIS Prospective Participants

Workshops & NEIS Training

128.1 The NEIS Provider must arrange for each NEIS Prospective Participant to:

- (a) participate in a Workshop; and/or
- (b) undertake NEIS Training, and develop a NEIS Business Plan in accordance with clauses 128.2 to 128.6 and any Guidelines.

128.1A If the NEIS Provider assesses that the NEIS Prospective Participant is not participating appropriately in a Workshop or NEIS Training, the NEIS Provider must, in accordance with any Guidelines:

- (a) advise the Other Provider (where relevant) and the NEIS Prospective Participant of this assessment and that the NEIS Provider is unable to deliver a Workshop or NEIS Training to the NEIS Prospective Participant; and
- (b) refer the NEIS Prospective Participant back to their Other Provider (where relevant).

NEIS Business Plans

128.2 The NEIS Provider must arrange and provide business advice and counselling to each NEIS Prospective Participant to assist the NEIS Prospective Participant to develop a NEIS Business Plan that satisfies the NEIS Business Eligibility Criteria.

128.3 The NEIS Provider must, in accordance with any Guidelines, assess each NEIS Prospective Participant's NEIS Business Plan against the NEIS Business Eligibility Criteria, and approve or reject each NEIS Business Plan.

128.4 Where the NEIS Provider has concerns about whether to approve or reject a NEIS Business Plan, the NEIS Provider may seek advice from the Department.

128.5 Where the NEIS Provider decides to reject a NEIS Business Plan in accordance with clause 128.3, unless otherwise set out in any Guidelines, the Provider must, within ten Business Days of the decision and in accordance with any Guidelines, advise the NEIS Prospective Participant in writing:

- (a) of the decision and the reasons for the decision; and
- (b) of his or her right to have the decision reviewed by the Department.

128.6 Subject to clause 127.2, where the NEIS Provider decides to approve the NEIS Prospective Participant's NEIS Business Plan, the Provider must:

- (a) advise the NEIS Prospective Participant in writing of the approval within five Business Days of the decision;
- (b) explain to the NEIS Prospective Participant their obligations while receiving NEIS Assistance and any NEIS Services the NEIS Provider will provide;
- (c) advise the NEIS Prospective Participant to carefully read and understand all the terms of his or her NEIS Participant Agreement;
- (d) advise the Other Provider (where relevant) prior to the NEIS Prospective Participant's NEIS Commencement, that the NEIS Prospective Participant's Job Plan should be updated, to reflect the NEIS Prospective Participant's NEIS Commencement, when this occurs; and
- (e) commence providing relevant NEIS Services to them as a NEIS Participant from the date of their NEIS Commencement.

Note: Clauses 128.2 to 128.6 only apply to NEIS Prospective Participants who will undertake NEIS Training and develop a NEIS Business Plan in accordance with clause 128.1(b).

129. NEIS Services for NEIS Participants

Duration

129.1 Unless otherwise directed by the Department, the NEIS Provider must provide relevant NEIS Services to each NEIS Participant for the full period of the NEIS Assistance provided under their NEIS Participant Agreement, notwithstanding the expiration of this Deed.

Advising Services Australia and Other Providers

129.2 The NEIS Provider must ensure that Services Australia and, if the NEIS Participant is registered with an Other Provider, the Other Provider, have been advised within five Business Days of each NEIS Commencement, that the relevant NEIS Participant has commenced NEIS Assistance and whether the NEIS Participant is receiving NEIS Allowance.

NEIS Business Mentoring

129.3 The NEIS Provider must, in accordance with any Guidelines, and the Provider's tender response to the request for tender for this Deed provide NEIS Business Mentoring for each NEIS Participant:

- (a) to assist them in establishing and running a viable NEIS Business; and
- (b) which includes at least five face to face visits by the NEIS Provider during the period of his or her NEIS Participant Agreement, in the manner and at the times and locations set out in any Guidelines.

129.4 Where a NEIS Participant refuses to accept or otherwise participate in NEIS Business Mentoring, the NEIS Provider must advise the Department in writing within five Business Days of the occurrence.

129.5 The NEIS Provider must provide the Department with NEIS Business Mentoring Reports, as required by the Department, and as specified in any Guidelines.

Contacting the NEIS Participant

129.6 The NEIS Provider must:

- (a) contact each NEIS Participant at least monthly during the period of his or her NEIS Participant Agreement;
- (b) in the event of a failure to contact a NEIS Participant, Notify the Department of the event through the Department's IT Systems within five Business Days; and
- (c) at each monthly contact:
 - (i) check if the NEIS Participant is operating his or her NEIS Business in accordance with the NEIS Business Plan, including that the NEIS Participant is maintaining current and appropriate insurance for his or her NEIS Business;
 - (ii) offer and provide any business advice and counselling to assist the NEIS Participant in operating his or her NEIS Business; and
 - (iii) collect NEIS Financial Information and NEIS Income Statements, where relevant, for the purposes of satisfying clause 129.7.

Collection of NEIS Financial Information and NEIS Participant's Income Statements

129.7 Subject to clause 129.8, the NEIS Provider must, within ten Business Days after the completion of each Financial Quarter of business operation for the duration of each NEIS Participant Agreement, collect from NEIS Participants:

- (a) NEIS Financial Information relating to each NEIS Business; and
- (b) a NEIS Income Statement from each NEIS Participant,

and in the case of the information collected in accordance with clause 129.7(b), determine whether any NEIS Participants have failed the NEIS External Income Test.

129.8 Where a NEIS Business has only been operating for four weeks or less in a Financial Quarter, the NEIS Provider does not need to collect NEIS Financial Information or a NEIS Income Statement for that Financial Quarter.

129.9 The NEIS Provider must advise the Department in writing within five Business Days:

- (a) of any failure by a NEIS Participant to submit his or her NEIS Financial Information or a NEIS Income Statement in accordance with his or her NEIS Participant Agreement, or as otherwise required; and
- (b) when the NEIS Provider becomes aware that a NEIS Participant's gross NEIS External Income has exceeded the threshold set out in the NEIS External Income Test.

129.10 The NEIS Provider must, within 20 Business Days after the completion of the second and third Financial Quarters of the operation of each NEIS Business, use the NEIS Financial Information provided by the relevant NEIS Participant to complete and submit to the Department a written assessment for the NEIS Business stating whether the NEIS Business:

- (a) is Commercially Viable; and
- (b) has cash flow which is 25 per cent or more below the forecast of cash flow per Financial Quarter set out in its respective NEIS Business Plan.

Change in a NEIS Participant's circumstances

- 129.11 Notwithstanding clause 129.7, the NEIS Provider must Notify the Department through the Department's IT Systems within five Business Days of the NEIS Provider becoming aware:
- (a) that a NEIS Business appears not to be Commercially Viable; or
 - (b) of any change in a NEIS Participant's circumstances, including the expiry of business insurance, that may affect:
 - (i) the Commercial Viability or safe operation of a NEIS Business; or
 - (ii) a NEIS Participant's entitlement to NEIS Assistance.
- 129.12 Where the NEIS Provider advises the Department in writing of a change in circumstances under clause 129.11(b), the NEIS Provider must, where applicable, and in accordance with any Guidelines, recommend to the Department the suspension, recommencement or termination of one or more of:
- (a) the NEIS Participant Agreement;
 - (b) the payment of NEIS Allowance; or
 - (c) the payment of NEIS Rental Assistance.

Confidentiality

- 129.13 The NEIS Provider must treat the following as confidential commercial information:
- (a) NEIS Business Plans and related Material;
 - (b) any information given to the NEIS Provider by NEIS Participants relating to their NEIS Business; and
 - (c) any information collected in connection with the NEIS External Income Test, and must not disclose such information to any third party unless expressly allowed under this Deed.
- 129.14 The NEIS Provider must ensure that:
- (a) any Subcontract it enters into for the provision of NEIS Services contains a requirement to maintain the confidentiality of the information as set out at clause 129.13; and
 - (b) before entering into any such Subcontract, the NEIS Provider executes a deed of confidentiality between itself and the Subcontractor, that requires the Subcontractor to maintain the confidentiality of the information set out in clause 129.13.

130. NEIS Fees

- 130.1 Subject to clause 130.2 and 130.3, the Department will pay the NEIS Provider the NEIS Fee as follows:
- (a) 20 per cent of the NEIS Fee following achievement of each NEIS Training Commencement, provided that the NEIS Training Commencement is achieved no later than the Completion Date;
 - (b) 60 percent of the NEIS Fee following achievement of each NEIS Commencement, provided that the NEIS Commencement is achieved no later than the Completion Date; and
 - (c) 20 per cent of the NEIS Fee following achievement of a NEIS Post-Programme Outcome, including where the NEIS Post-Programme Outcome is achieved after the Completion Date.

- 130.2 Where the relevant NEIS Commencement or NEIS Post-Programme Outcome is achieved on or before 4 May 2016, the NEIS Provider may claim that part of the NEIS Fee from the Department:
- (a) on or after (but no more than 56 days after) the day on which the requirements in clause 130.1 relating to each part of the NEIS Fee are satisfied; and
 - (b) by submitting a claim to the Department on the Department's IT Systems in accordance with any Guidelines.
- 130.3 The Department will pay the NEIS Provider NEIS Fee under clause 130.1:
- (a) for a NEIS Post-Programme Outcome for a NEIS Participant who was not in receipt of an Income Support Payment at the time of their NEIS Commencement, within 10 Business Days of the NEIS Provider submitting a claim for Payment to the Department on the Department's IT Systems; and
 - (b) in all other cases, within 10 Business Days of the achievement of the NEIS Training Commencement, NEIS Commencement or NEIS Post-Programme Outcome.

Note: The Department has implemented a process of automated payment of NEIS Fees which does not require the submission of claims by the Provider, except for a NEIS Post-Programme Outcome in relation to a NEIS Participant who was not in receipt of an Income Support Payment at the time of their NEIS Commencement.

Recovery

- 130.4 Where a NEIS Participant is overpaid NEIS Allowance or NEIS Rental Assistance as a result of the NEIS Provider's failure to provide NEIS Services in accordance with the Deed, including any Guidelines, the NEIS Provider must, if required by the Department, pay to the Department an amount equal to the amount of the overpayment that is attributable to the NEIS Provider's failure. This amount will become a debt due to the Commonwealth for the purposes of clause 21 if and when the Commonwealth Notifies the NEIS Provider that it elects to recover the amount as a debt under clause 21.

131. NEIS Key Performance Indicators

NEIS Key Performance Indicators

- 131.1 For the purposes of clause 4.1(c), the NEIS Key Performance Indicators are as follows:
- (a) NEIS KPI 1: Efficiency
 - (i) NEIS KPI 1 measurement: the Department's assessment of the NEIS Provider's performance is based on:
 - (A) the number of NEIS Places utilised within the Employment Region(s) specified at item 7.1 of Schedule 1; and
 - (B) the number, or rate, of NEIS Participants that exit NEIS Services prior to completion of NEIS Assistance, and the reasons for the exit(s);
 - (b) NEIS KPI 2: Effectiveness
 - (i) NEIS KPI 2 measurement: the Department's assessment of the NEIS Provider's performance is based on the number of NEIS Post-Programme Outcomes achieved; and
 - (c) NEIS KPI 3: Quality and assurance
 - (i) NEIS KPI 3 measurement: the Department's assessment of the NEIS Provider's performance is based on:

- (A) the NEIS Provider's delivery of the NEIS Services in accordance with this Deed;
- (B) the number of validated Complaints recorded via the Department's National Customer Service Line and the Department's Employment Services Tip Off Line and the number of validated Complaints resulting in ministerial correspondence and any Ombudsman Complaints for the relevant Performance Period; and
- (C) input received from NEIS Participants following any post program monitoring exercises undertaken by the Department.

132. Action about performance

- 132.1 Without limiting the Department's rights under this Deed or the law, if, at any time, the Department considers that the performance of the NEIS Provider at the Employment Region level is less than satisfactory (including as assessed against the NEIS KPIs), the Department may, at its absolute discretion, reduce the Provider's NEIS Places.
- 132.2 If, at any time, the Department considers the performance of the NEIS Provider at the Employment Region level warrants it, the Department may, with the agreement of the NEIS Provider, increase the NEIS Provider's NEIS Places for a period of time specified by the Department.

Reductions in NEIS Places

- 132.3 References in this clause 132 to decreasing the Provider's NEIS Places in an Employment Region, include reducing the NEIS Places in the Employment Region to zero.
- 132.4 If, in accordance with this clause 132, the Department decreases the NEIS Provider's NEIS Places in an Employment Region to zero, the Department may Notify the NEIS Provider that the NEIS Provider must discontinue providing the NEIS Services in the Employment Region from the date specified by the Department.
- 132.5 If the Department Notifies the NEIS Provider to discontinue providing NEIS Services in accordance with clause 132.4, the NEIS Provider must discontinue providing the NEIS Services in the Employment Region in accordance with the Notice and provide the Department with the assistance and cooperation in clauses 57.5 and 57.6 to ensure that NEIS Participants affected by the discontinuation of the NEIS Provider's NEIS Services in that Employment Region are transferred to other NEIS Providers as specified by the Department.
- 132.6 For the avoidance of doubt, any decrease of NEIS Places under this clause 132 is not a reduction of scope or termination for which compensation is payable.

Variation

- 132.7 If the Department takes any action under this clause 132:
 - (a) where relevant, this Deed will be deemed to be varied accordingly; and
 - (b) the Provider is not relieved of any of its obligations under this Deed as varied.
- 132.8 This clause 132 operates without prejudice to any other right which the Commonwealth has or which may accrue to the Commonwealth under this Deed or the law.

133. Transfers of NEIS Prospective Participants and NEIS Participants to or from the NEIS Provider

- 133.1 A NEIS Prospective Participant or NEIS Participant may, at any time, be transferred from the NEIS Provider to another NEIS Provider:

- (a) by the Department, where the NEIS Prospective Participant or NEIS Participant moves to a new location that is not within a reasonable distance of a Site of the NEIS Provider;
- (b) by the Department, where the Department is satisfied that:
 - (i) the NEIS Prospective Participant or NEIS Participant will receive services that could better enhance their prospects of achieving Unsubsidised Self-Employment from the other NEIS Provider; or
 - (ii) the NEIS Prospective Participant or NEIS Participant and the NEIS Provider are unable to achieve or maintain a reasonable and constructive servicing relationship, as determined by the Department;
- (c) if the Department, the NEIS Provider, another NEIS Provider and the NEIS Prospective Participant or NEIS Participant agree to the transfer;
- (d) by the Department, where the Department reduces the Provider's NEIS Places in accordance with this Deed; or
- (e) by the Department, for any other reason.

133.2 If a NEIS Prospective Participant or NEIS Participant is transferred to the NEIS Provider for any reason, the Provider must, in accordance with any Guidelines immediately provide NEIS Services to the NEIS Prospective Participant or NEIS Participant in accordance with this Deed.

133.3 Where a NEIS Prospective Participant or a NEIS Participant is transferred between NEIS Providers, both NEIS Providers must:

- (a) immediately provide sufficient assistance and cooperation to any person nominated by the Department to facilitate the transfer and enable NEIS Services to continue; and
- (b) comply with the Department's directions in relation to the transfer or destruction of Deed Material and Commonwealth Material in the NEIS Provider's possession or control, including that stored in External IT Systems.

Note: Where a NEIS Prospective Participant or NEIS Participant is transferred between NEIS Providers in accordance with clauses 133.1 or 133.2, it will be up to both NEIS Providers to determine between themselves any apportionment of NEIS Fee(s) that has been, or will be, paid by the Department in relation to the relevant NEIS Prospective Participant or NEIS Participant.

Schedule 1 – Deed And Business Details

Schedule 2 – Service Delivery Plan

Deed Variation History

Clause	Variation, effective date
Reader's Guide to this Deed	GDV 11, 1 July 2020

Part A – General Conditions

Clause	Variation, effective date
Heading 'Section A1.1 – Definitions and interpretation'	GDV 1, 18 January 2016
1.2(c)	GDV 3, 5 December 2016
1.2(i) and (j)	GDV 1, 18 January 2016
1.3(c), (d), (e)	GDV 1, 18 January 2016
1.6(a)-(e)	GDV 1, 18 January 2016
Heading 'Section A2.1 – Deed length'	GDV 1, 18 January 2016
Heading 'Section A2.2 – Some basic rules about Services'	GDV 1, 18 January 2016
4.1(a)(ii)	GDV 4, 1 April 2017
4.2(a)	GDV 4, 1 April 2017
4.2(d), (f), (g)	GDV 2, 1 July 2016
5.2(a), (b), (c), (d)	GDV 11, 1 July 2020
5.2 Note	GDV 11, 1 July 2020
5.5, (b)	GDV 11, 1 July 2020
6.2(a)	GDV 1, 18 January 2016 GDV 9, 1 July 2019
6.2(b)	GDV 1, 18 January 2016
6.3(c)	GDV 1, 18 January 2016 GDV 10, 1 January 2020
8.1 Subheading 'Personnel and Supervisors'	GDV 1, 18 January 2016
8.1	GDV 1, 18 January 2016 GDV 4, 1 April 2017 GDV 6, 1 January 2018 GDV 7, 1 July 2018 GDV 8, 1 January 2019 GDV 12, 1 January 2021 GDV 13, 1 July 2021
8.1(a)	GDV 11, 1 July 2020
8.1A Subheading 'Child Safety'	GDV 11, 1 July 2020
8.1A, (a), (b)	GDV 11, 1 July 2020
8.1B Subheading 'National Principles for Child Safe Organisations and other action for the safety of Children'	GDV 11, 1 July 2020
8.1B, (a)-(c), (d), (i)-(iv), (e)	GDV 11, 1 July 2020
8.1C	GDV 11, 1 July 2020
8.1D, (a)-(c)	GDV 11, 1 July 2020
8.1E, (a), (b)	GDV 11, 1 July 2020
8.2	GDV 1, 18 January 2016

Clause	Variation, effective date
	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
	GDV 8, 1 January 2019
	GDV 12, 1 January 2021
	GDV 13, 1 July 2021
8.3 Subheading 'Participants'	GDV 1, 18 January 2016
8.3	GDV 1, 18 January 2016
	GDV 3, 5 December 2016
	GDV 6, 1 January 2018
8.4	GDV 1, 18 January 2016
Heading 'Section A2.3 – Some basic rules about financial matters'	GDV 1, 18 January 2016
11.6	GDV 10, 1 January 2020
11.7	GDV 10, 1 January 2020
15.3	GDV 4, 1 April 2017
15.4	GDV 1, 18 January 2016
	GDV 3, 5 December 2016
15.4(a)	GDV 10, 1 January 2020
15.5(b) and (e)	GDV 2, 1 July 2016
15.7	GDV 1, 18 January 2016
17.3	GDV 1, 18 January 2016
17.4	GDV 1, 18 January 2016
19.1 Subheading 'Overpayment'	GDV 2, 1 July 2016
19.1	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 4, 1 April 2017
19.2	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 7, 1 July 2018
19.2A	GDV 7, 1 July 2018
	GDV 8, 1 January 2019
19.3	GDV 1, 18 January 2016
19.4	GDV 1, 18 January 2016
20.1(c)-(g)	GDV 11, 1 July 2020
20.1(e)(i)	GDV 11, 1 July 2020
23.1	GDV 1, 18 January 2016
Heading 'Section A2.4 – Reports'	GDV 1, 18 January 2016
24.1 and (a)(i)	GDV 1, 18 January 2016
Heading 'Section A2.5 – Assessment and management of Provider's performance'	GDV 1, 18 January 2016
26.1(a)(ii)	GDV 1, 18 January 2016
27 Heading 'Program Assurance Activities'	GDV 10, 1 January 2020

Clause	Variation, effective date
27.1	GDV 1, 18 January 2016
	GDV 10, 1 January 2020
28.1	GDV 7, 1 July 2018
28.2	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
	GDV 13, 1 July 2021
28.3(a)	GDV 11, 1 July 2020
29.3	GDV 1, 18 January 2016
Heading 'Section A2.6 – Customer feedback'	GDV 1, 18 January 2016
Heading 'Section A3.1 – Information Technology'	GDV 1, 18 January 2016
31.1	GDV 4, 1 April 2017
31.2	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
31.3	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
32 Heading 'Access and information security assurance'	GDV 8, 1 January 2019
32.1	GDV 4, 1 April 2017
32.2 Subheading 'External IT Systems' and Note	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
32.2(b), (i), (v), (c)	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
32.2(a)	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
	GDV 11, 1 July 2020
32.2(a)(ii)	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
32.2(b)(iii)	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
32.2(b)(iv)	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
32.2(b)(vi)	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
	GDV 10, 1 January 2020
32.2(b)(vii) and (viii)	GDV 8, 1 January 2019
	GDV 10, 1 January 2020
32.3(a) and (c)	GDV 8, 1 January 2019
	GDV 4, 1 April 2017

Clause	Variation, effective date
32.4 Subheading 'Provider IT System accreditation' and Note	GDV 8, 1 January 2019
32.4	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
32.4(a)	GDV 8, 1 January 2019
32.5	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
32.6	GDV 5, 1 July 2017
	GDV 8, 1 January 2019
32.7	GDV 6, 1 January 2018
	GDV 8, 1 January 2019
32.8	GDV 5, 1 July 2017
	GDV 6, 1 January 2018
32.9	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
	GDV 8, 1 January 2019
32.1	GDV 6, 1 January 2018
32.11	GDV 1, 18 January 2016
	GDV 8, 1 January 2019
32.11(a)	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
32.11(b)	GDV 8, 1 January 2019
32.12 Subheading 'Third Party IT' and Note	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
32.12(a), (i), (ii), (b), (c), (i), (ii), (d)	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
32.12(e)	GDV 8, 1 January 2019
32.12(f)	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
32.13	GDV 4, 1 April 2017
32.14	GDV 9, 1 July 2019
32.16	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
	GDV 11, 1 July 2020
32.17	GDV 4, 1 April 2017
32.17(c)	GDV 9, 1 July 2019
32.17(e)	GDV 8, 1 January 2019
32.18(a) and (b)	GDV 4, 1 April 2017

Clause	Variation, effective date
	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
32.18(c)	GDV 4, 1 April 2017
	GDV 9, 1 July 2019
32.18(d)	GDV 4, 1 April 2017
32.2	GDV 4, 1 April 2017
	GDV 9, 1 July 2019
32.21	GDV 2, 1 July 2016
	GDV 6, 1 January 2018
32.22	GDV 9, 1 July 2019
Heading 'Section A3.2 – Property rights'	GDV 1, 18 January 2016
33.4	GDV 1, 18 January 2016
Heading 'Section A3.3 – Control of information'	GDV 1, 18 January 2016
35.1	GDV 1, 18 January 2016
	GDV 7, 1 July 2018
35.2(a)	GDV 1, 18 January 2016
35.2(d)	GDV 2, 1 July 2016
	GDV 7, 1 July 2018
35.2(e)-(i), (k), (l)	GDV 7, 1 July 2018
35.2(j)	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 7, 1 July 2018
35.3(c)	GDV 7, 1 July 2018
35.4	GDV 7, 1 July 2018
35.5	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
Heading 'Section A3.4 – Records management'	GDV 1, 18 January 2016
37.1	GDV 9, 1 July 2019
37.3	GDV 9, 1 July 2019
37.4(b)(i)	GDV 1, 18 January 2016
37.6 Subheading 'Recording'	GDV 1, 18 January 2016
	GDV 10, 1 January 2020
37.6 Subheading 'Register of Records'	GDV 10, 1 January 2020
37.6	GDV 9, 1 July 2019
	GDV 10, 1 January 2020
37.7	GDV 1, 18 January 2016
	GDV 9, 1 July 2019
	GDV 11, 1 July 2020
37.7(a), (i)-(iv), (b)	GDV 11, 1 July 2020
37.8(a) and (b)	GDV 9, 1 July 2019
37.9	GDV 9, 1 July 2019
37.10	GDV 9, 1 July 2019

Clause	Variation, effective date
37.11(a) and (b)	GDV 9, 1 July 2019
37.12 Subheading 'Third Party IT Vendors'	GDV 9, 1 July 2019
37.12	GDV 9, 1 July 2019
39.2(a)	GDV 1, 18 January 2016
	GDV 9, 1 July 2019
39.2(c)	GDV 9, 1 July 2019
40.1	GDV 1, 18 January 2016
40.1(a)(ii)	GDV 1, 18 January 2016
	GDV 8, 1 January 2019
40.1(a)(i), (iv), (b)(i), (iii)	GDV 1, 18 January 2016
40.3(b)	GDV 10, 1 January 2020
Heading 'Section A4.1 – Indemnity and insurance'	GDV 1, 18 January 2016
42.1 and (d)	GDV 1, 18 January 2016
42.1(c)(iv)	GDV 9, 1 July 2019
42.1(f)(iii)(A)	GDV 10, 1 January 2020
42.12	GDV 1, 18 January 2016
43.3	GDV 2, 1 July 2016
44.1(a), (b), (c)	GDV 1, 18 January 2016
Heading 'Section A4.2 – Changes in persons delivering Services'	GDV 1, 18 January 2016
45.2(ii)	GDV 1, 18 January 2016
45.3(d)	GDV 3, 5 December 2016
46.3	GDV 1, 18 January 2016
Heading 'Section A4.3 – Resolving Problems'	GDV 1, 18 January 2016
52.2(a)(iv) and (b)	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
52.2(c)	GDV 1, 18 January 2016
	GDV 9, 1 July 2019
53.1 and (a)	GDV 1, 18 January 2016
54.1(c)	GDV 4, 1 April 2017
	GDV 9, 1 July 2019
54.3(c)	GDV 1, 18 January 2016
56.1(d)-(g)	GDV 7, 1 July 2018
57.6(a)	GDV 8, 1 January 2019
Heading 'Section A4.4 – Other matters'	GDV 1, 18 January 2016
58 Heading 'Indigenous Procurement Policy'	GDV 1, 18 January 2016
58.1	GDV 1, 18 January 2016
58.2	GDV 1, 18 January 2016
58.2 Note 1	GDV 11, 1 July 2020
58.3	GDV 1, 18 January 2016
58.4	GDV 1, 18 January 2016
58.5	GDV 1, 18 January 2016
58.6	GDV 1, 18 January 2016

Clause	Variation, effective date
58.7	GDV 1, 18 January 2016
58.8	GDV 1, 18 January 2016
59.1(c)	GDV 1, 18 January 2016
60.1	GDV 7, 1 July 2018
60.1(a)	GDV 1, 18 January 2016
61.2	GDV 10, 1 January 2020
63.1	GDV 1, 18 January 2016
	GDV 9, 1 July 2019
63.2	GDV 1, 18 January 2016
	GDV 9, 1 July 2019
69.3	GDV 3, 5 December 2016
69.6(b)-(g)	GDV 1, 18 January 2016
69.6(e)(i)	GDV 4, 1 April 2017
70.4	GDV 1, 18 January 2016

Annexure A1 – Definitions

Clause	Variation, effective date
Social Security Law definitions	GDV 7, 1 July 2018
	GDV 8, 1 January 2019
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
'4 Week Period'	GDV 1, 18 January 2016
	GDV 10, 1 January 2020
'12 week Period'	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 10, 1 January 2020
'26 Week Period'	GDV 1, 18 January 2016
	GDV 10, 1 January 2020
'Acceptable Reason'	GDV 7, 1 July 2018
'Access'	GDV 4, 1 April 2017
'Activity Host Organisation'	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
	GDV 12, 1 January 2021
	GDV 13, 1 July 2021
'Activity Host Organisation Agreement'	GDV 1, 18 January 2016
'Activity Host Organisation' Note	GDV 10, 1 January 2020
'Administration Fees'	GDV 11, 1 July 2020
'Appointment'	GDV 7, 1 July 2018

Clause	Variation, effective date
'Assessment'	GDV 10, 1 January 2020
'Asset'	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
'Asset' Note 1 and 2	GDV 10, 1 January 2020
'Australian Equivalents to International Financial Reporting Standards' or 'AEIRFS'	GDV 1, 18 January 2016
'Australian Information Commissioner'	GDV 7, 1 July 2018
'Australian JobSearch'	GDV 1, 18 January 2016
'Capability Assessment'	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
'Capability Interview'	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
	GDV 13, 1 July 2021
'Capability Management Tool'	GDV 7, 1 July 2018
'Career Transition Assistance' or 'CTA'	GDV 7, 1 July 2018
'Child-Related Personnel'	GDV 11, 1 July 2020
	GDV 12, 1 January 2021
	GDV 13, 1 July 2021
'Child Safety Obligations'	GDV 11, 1 July 2020
'CTA Agreement'	GDV 7, 1 July 2018
	GDV 12, 1 January 2021
'CTA Course'	GDV 9, 1 July 2019
'CTA Element'	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
'CTA Element Amount'	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
'CTA Eligible Participant'	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
'CTA Provider'	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
'CTA Trial'	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
'CTA Trial Region'	GDV 7, 1 July 2018
'Claims Processing Training'	GDV 1, 18 January 2016
'Commercially Viable'	GDV 1, 18 January 2016
	GDV 11, 1 July 2020
'Commonwealth Coat of Arms'	GDV 2, 1 July 2016
'Community Action Group Activity'	GDV 1, 18 January 2016
'Community Development Program'	GDV 1, 18 January 2016
	GDV 10, 1 January 2020
'Community Support Project'	GDV 1, 18 January 2016
'Complementary Placement'	GDV 3, 5 December 2016
'Complementary Service'	GDV 1, 18 January 2016
	GDV 10, 1 January 2020

Clause	Variation, effective date
'Complete' or 'Completed'	GDV 4, 1 April 2017
'Compliance Activities'	GDV 10, 1 January 2020
'Comprehensive Compliance Assessment'	GDV 7, 1 July 2018
'Comprehensive Skills Assessment'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
'Comprehensive Skills Assessment Work Order' or 'CSA Work Order'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
'Consecutive Weeks'	GDV 10, 1 January 2020
'Contact Centre'	GDV 10, 1 January 2020
	GDV 13, 1 July 2021
'CSA Amount'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
'Cybersafety Policy'	GDV 9, 1 July 2019
'Delegate'	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 10, 1 January 2020
'Department'	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
	GDV 11, 1 July 2020
'Department's IT Systems'	GDV 10, 1 January 2020
'Department's National Customer Service Line'	GDV 1, 18 January 2016
'Department's Security Policies'	GDV 1, 18 January 2016
	GDV 11, 1 July 2020
'DES Work for the Dole Payment'	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
'DHS'	GDV 1, 18 January 2016
	GDV 10, 1 January 2020
'DHS Fortnight'	GDV 10, 1 January 2020
'Direct Registration' or 'Directly Register'	GDV 3, 5 December 2016
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
	GDV 12, 1 January 2021
'Documentary Evidence'	GDV 8, 1 January 2019
'Drug Test Trial Participant'	GDV 6, 1 January 2018
'Drug Treatment'	GDV 6, 1 January 2018
'Education Outcome'	GDV 1, 18 January 2016
	GDV 10, 1 January 2020
'Education Outcome Start Date'	GDV 1, 18 January 2016
'Effective Exit'	GDV 1, 18 January 2016
	GDV 3, 5 December 2016
	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
'Electronic Calendar'	GDV 7, 1 July 2018

Clause	Variation, effective date
'Employability Skills Training' or 'EST'	GDV 4, 1 April 2017
'Employer'	GDV 2, 1 July 2016
'Employment Facilitator'	GDV 7, 1 July 2018
'Employment Fund'	GDV 10, 1 January 2020
'Employment Outcome Start Date'	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
'Employment Provider'	GDV 9, 1 July 2019
'Employment Provider Services Key Performance Indicators' or 'Employment Provider Services KPIs'	GDV 1, 18 January 2016
'Employment Region'	GDV 1, 18 January 2016
	GDV 9, 1 July 2019
'Employment Services Assessment'	GDV 10, 1 January 2020
'Employment Systems Service Desk'	GDV 11, 1 July 2020
'Engagement'	GDV 7, 1 July 2018
'Enterprise Agreement'	GDV 2, 1 July 2016
'EST Course'	GDV 4, 1 April 2017
'EST Eligible Participant'	GDV 4, 1 April 2017
'EST Provider'	GDV 4, 1 April 2017
	GDV 9, 1 July 2019
'Exceptional Circumstances'	GDV 1, 18 January 2016
'Exemption'	GDV 10, 1 January 2020
'External IT System'	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
'External Systems Assurance Framework' or 'ESAF'	GDV 8, 1 January 2019
'Fair Work Ombudsman'	GDV 1, 18 January 2016
'Full Outcome'	GDV 1, 18 January 2016
	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
'Fully Eligible Participant'	GDV 10, 1 January 2020
'Fully Eligible Participant (Voluntary)'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
'General Account'	GDV 9, 1 July 2019
'Group Based Activity'	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
'Guide to Social Security Law'	GDV 1, 18 January 2016
'Guidelines'	GDV 1, 18 January 2016
'Harmful Code'	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
'Harvest Area'	GDV 11, 1 July 2020
'Harvest Crops'	GDV 4, 1 April 2017
'Harvest Employer'	GDV 4, 1 April 2017
	GDV 11, 1 July 2020

Clause	Variation, effective date
'Harvest Information'	GDV 4, 1 April 2017
	GDV 11, 1 July 2020
'Harvest Labour Service' or 'HLS'	GDV 11, 1 July 2020
'Harvest Labour Hire Firm'	GDV 4, 1 April 2017
'Harvest Period'	GDV 4, 1 April 2017
'Harvest Placement'	GDV 11, 1 July 2020
'Harvest Placement Fee'	GDV 11, 1 July 2020
'Harvest Service Fee'	GDV 11, 1 July 2020
'Harvest Trail Services' or 'HTS'	GDV 11, 1 July 2020
'Harvest Trail Services Deed' or 'HTS Deed'	GDV 11, 1 July 2020
'Harvest Trail Website'	GDV 11, 1 July 2020
'Harvest Vacancy'	GDV 4, 1 April 2017
	GDV 11, 1 July 2020
'Harvest Work'	GDV 4, 1 April 2017
	GDV 11, 1 July 2020
'Harvest Worker'	GDV 11, 1 July 2020
'HTS 4 Week Period'	GDV 11, 1 July 2020
'HTS 12 Week Period'	GDV 11, 1 July 2020
'HTS 26 Week Period'	GDV 11, 1 July 2020
'HTS 4 Week jobactive Outcome'	GDV 11, 1 July 2020
'HTS 12 Week jobactive Outcome'	GDV 11, 1 July 2020
'HTS 26 Week jobactive Outcome'	GDV 11, 1 July 2020
'HTS jobactive Outcome'	GDV 11, 1 July 2020
'HTS jobactive Outcome Start Date'	GDV 11, 1 July 2020
'HTS Provider'	GDV 11, 1 July 2020
'Implementation and Outcome Report'	GDV 1, 18 January 2016
'Indigenous Enterprise'	GDV 1, 18 January 2016
'Indigenous Opportunities Policy Administrator' or 'IOP Administrator'	GDV 1, 18 January 2016
'Indigenous Opportunities Policy Guidelines'	GDV 1, 18 January 2016
'Indigenous Outcomes Targets'	GDV 2, 1 July 2016
	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
'Indigenous Training Employment and Supplier Plan' or 'ITES Plan'	GDV 1, 18 January 2016
'Individual Hosted Activity'	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
'Intervention'	GDV 10, 1 January 2020
'jobactive'	GDV 10, 1 January 2020
'jobactive Website'	GDV 1, 18 January 2016
	GDV 3, 5 December 2016
'Job Capacity Assessment' or 'JCA'	GDV 10, 1 January 2020
'Job Plan'	GDV 1, 18 January 2016
	GDV 2, 1 July 2016

Clause	Variation, effective date
	GDV 8, 1 January 2019
	GDV 10, 1 January 2020
'Job Referral'	GDV 7, 1 July 2018
'Job Search Requirement'	GDV 7, 1 July 2018
'Job Seeker Classification Instrument' or 'JSCI'	GDV 10, 1 January 2020
'Job Seeker Placement'	GDV 1, 18 January 2016
'Job Seeker Placement Start Date'	GDV 1, 18 January 2016
	GDV 5, 1 July 2017
	GDV 7, 1 July 2018
'Job Seeker Snapshot'	GDV 10, 1 January 2020
'Job Services Australia' or 'JSA'	GDV 10, 1 January 2020
'Jobs, Land and Economy Programme'	GDV 10, 1 January 2020
'Joint Charter of Deed Management'	GDV 10, 1 January 2020
'Launch into Work'	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
'Launch into Work Organisation'	GDV 6, 1 January 2018
'Launch into Work Placement'	GDV 6, 1 January 2018
'Lead Provider'	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
'Local Jobs Program' or 'LJP'	GDV 12, 1 January 2021
'Long Term Unemployed & Indigenous Wage Subsidy'	GDV 9, 1 July 2019
'LJP Activity'	GDV 12, 1 January 2021
'LJP Activity Host'	GDV 12, 1 January 2021
'LJP Activity Partnering Provider'	GDV 12, 1 January 2021
'LTU' and 'Indigenous Wage Subsidy'	GDV 1, 18 January 2016
	GDV 3, 5 December 2016
'LTU Wage Subsidy Account'	GDV 1, 18 January 2016
'Malicious Code'	GDV 10, 1 January 2020
'Modern Award'	GDV 2, 1 July 2016
'Mutual Obligation Requirement'	GDV 7, 1 July 2018
'National Harvest Guide'	GDV 11, 1 July 2020
'National Harvest Labour Information Service' or 'NHLIS'	GDV 11, 1 July 2020
'National Harvest Telephone Information Service'	GDV 11, 1 July 2020
'National Minimum Wage'	GDV 2, 1 July 2016
'National Principles for Child Safe Organisations'	GDV 11, 1 July 2020
'National Work Experience Programme'	GDV 1, 18 January 2016
	GDV 7, 1 July 2018
'National Work Experience Programme Placement'	GDV 1, 18 January 2016
	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
'NEIS Eligible'	GDV 3, 5 December 2016
'NEIS Fee'	GDV 2, 1 July 2016

Clause	Variation, effective date
	GDV 12, 1 January 2021
'NEIS Key Performance Indicators' or 'NEIS KPIs'	GDV 1, 18 January 2016
'NEIS Participant Agreement (pre 1 July 2015)'	GDV 2, 1 July 2016
'NEIS Places'	GDV 1, 18 January 2016
'NEIS Post-Programme Outcome'	GDV 11, 1 July 2020
'NEIS Prospective Participant'	GDV 3, 5 December 2016
'NEIS Provider'	GDV 9, 1 July 2019
'NEIS Services'	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 12, 1 January 2021
'NEIS Training'	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 12, 1 January 2021
'NEIS Training Commencement'	GDV 12, 1 January 2021
'NEIS Transition Services'	GDV 2, 1 July 2016
'NEIS Transitioned Participant'	GDV 2, 1 July 2016
'NEIS Transitioned Prospective Participant'	GDV 2, 1 July 2016
'NEIS Volunteer'	GDV 3, 5 December 2016
	GDV 12, 1 January 2021
'New Employment Services' or 'NES'	GDV 10, 1 January 2020
'New Employment Services Trial' or 'NEST'	GDV 10, 1 January 2020
'New Employment Services Trial Deed' or 'NEST Deed'	GDV 10, 1 January 2020
'New Employment Services Trial Employment Region' or 'NEST Employment Region'	GDV 10, 1 January 2020
'New Employment Services Trial Participant' or 'NEST Participant'	GDV 10, 1 January 2020
'New Employment Services Trial Provider' or 'NEST Provider'	GDV 10, 1 January 2020
'Non-Attendance Report'	GDV 7, 1 July 2018
'Non-Payable Outcome'	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
'Non-regional Location'	GDV 2, 1 July 2016
'NWEF Completion Outcome'	GDV 7, 1 July 2018
'NWEF Incentive'	GDV 7, 1 July 2018
'Online Employment Services' or 'OES'	GDV 7, 1 July 2018
	GDV 12, 1 January 2021
'Online Employment Services Participant' or 'OES Participant'	GDV 7, 1 July 2018
	GDV 12, 1 January 2021
'Other Program'	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
'Other Program Provider'	GDV 7, 1 July 2018

Clause	Variation, effective date
	GDV 10, 1 January 2020
'Other Provider'	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
	GDV 13, 1 July 2021
'Outcome'	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
'Outcome Payment'	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
'Outcome Period'	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 5, 1 July 2017
	GDV 11, 1 July 2020
'ParentsNext'	GDV 2, 1 July 2016
	GDV 10, 1 January 2020
'ParentsNext Funding Agreement'	GDV 2, 1 July 2016
	GDV 8, 1 January 2019
'ParentsNext Participant'	GDV 3, 5 December 2016
'ParentsNext Provider'	GDV 2, 1 July 2016
	GDV 8, 1 January 2019
'ParentsNext Volunteer'	GDV 2, 1 July 2016
	GDV 10, 1 January 2020
'Parents Wage Subsidy'	GDV 1, 18 January 2016
	GDV 3, 5 December 2016
'Parent Wage Subsidy'	GDV 9, 1 July 2019
'Partial Outcome'	GDV 1, 18 January 2016
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
'Participant'	GDV 3, 5 December 2016
	GDV 11, 1 July 2020
'Participated'	GDV 4, 1 April 2017
'Participation Report'	GDV 7, 1 July 2018
'PaTH Intern'	GDV 4, 1 April 2017
'PaTH Internship'	GDV 4, 1 April 2017
'PaTH Internship Agreement'	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
'PaTH Internship Amount'	GDV 4, 1 April 2017

Clause	Variation, effective date
'PaTH Internship Outcome'	GDV 4, 1 April 2017
'PaTH Internship Period'	GDV 4, 1 April 2017
'PaTH Internship Start Date'	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
'Pay Slip Verified Outcome Payment'	GDV 1, 18 January 2016
	GDV 11, 1 July 2020
'Period of Service'	GDV 2, 1 July 2016
	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
'Period of Unemployment'	GDV 10, 1 January 2020
'Personal Event'	GDV 7, 1 July 2018
'Personal Event Time'	GDV 7, 1 July 2018
'Pre-existing Employment'	GDV 1, 18 January 2016
'Privacy Commissioner'	GDV 7, 1 July 2018
'Pro-rata Calculation Start Date'	GDV 12, 1 January 2021
'Program Assurance Activities'	GDV 10, 1 January 2020
'Project of National Significance'	GDV 1, 18 January 2016
'Provider Appointment Report'	GDV 7, 1 July 2018
'Provider IT System'	GDV 2, 1 July 2016
	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
'Provider Seasonal Work Incentive Payment'	GDV 5, 1 July 2017
'Purchase'	GDV 10, 1 January 2020
'QSHW Eligible'	GDV 5, 1 July 2017
'QSHW Employer'	GDV 5, 1 July 2017
'QSHW Outcome'	GDV 5, 1 July 2017
	GDV 10, 1 January 2020
'QSHW Placement'	GDV 5, 1 July 2017
'QSHW Placement Start Date'	GDV 5, 1 July 2017
'QSHW Vacancy'	GDV 5, 1 July 2017
'Qualifying Education Course'	GDV 1, 18 January 2016
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
'Qualifying Seasonal Horticultural Work' or 'QSHW'	GDV 5, 1 July 2017
'Qualifying Training Course'	GDV 1, 18 January 2016
'Quality Standard'	GDV 7, 1 July 2018
'Records Management Instructions'	GDV 1, 18 January 2016
'Recurring'	GDV 11, 1 July 2020
'Re-engagement'	GDV 7, 1 July 2018
'Re-engagement Appointment'	GDV 7, 1 July 2018
'Referral' or 'Referred'	GDV 10, 1 January 2020
'Regional Location'	GDV 2, 1 July 2016
'Regional Employment Trials' or 'RET'	GDV 8, 1 January 2019
	GDV 13, 1 July 2021

Clause	Variation, effective date
'RET Activity'	GDV 8, 1 January 2019
	GDV 13, 1 July 2021
'RET Grant Recipient'	GDV 8, 1 January 2019
	GDV 13, 1 July 2021
'RET Partnering Provider'	GDV 8, 1 January 2019
	GDV 10, 1 January 2020
	GDV 13, 1 July 2021
'Reimbursement'	GDV 1, 18 January 2016
'Related Entity'	GDV 1, 18 January 2016
'Relevant Harvest Bodies'	GDV 4, 1 April 2017
	GDV 11, 1 July 2020
'Remote Jobs and Communities Programme'	GDV 1, 18 January 2016
'Request for Quotation' or 'RFQ'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
'Restart Programme'	GDV 3, 5 December 2016
'Restart Wage Subsidy'	GDV 9, 1 July 2019
'Seasonal Work Living Away and Travel Allowance'	GDV 5, 1 July 2017
'Seasonal Work Incentives for Job Seekers Trial'	GDV 5, 1 July 2017
	GDV 9, 1 July 2019
'Secretary'	GDV 1, 18 January 2016
'SEE Eligible Participant'	GDV 13, 1 July 2021
'SEE Provider'	GDV 13, 1 July 2021
'SEE Training Course'	GDV 13, 1 July 2020
'Self-help Facilities'	GDV 1, 18 January 2016
'Sensitive Information'	GDV 1, 18 January 2016
'Services Australia'	GDV 10, 1 January 2020
'Services Australia Fortnight'	GDV 10, 1 January 2020
'Significant Increase'	GDV 1, 18 January 2016
'Significant Increase in Income'	GDV 7, 1 July 2018
'Significant Increase in Pre-existing Employment'	GDV 7, 1 July 2018
'Site'	GDV 11, 1 July 2020
'Six Month Activity Requirement'	GDV 13, 1 July 2021
'Skills for Education and Employment' or 'SEE'	GDV 13, 1 July 2021
'Social Security Law'	GDV 1, 18 January 2016
'Source'	GDV 6, 1 January 2018
'SPI Measure'	GDV 2, 1 July 2016
'SPI Participant'	GDV 2, 1 July 2016
'Statement of Applicability' or 'SOA'	GDV 1, 18 January 2016
	GDV 8, 1 January 2019
'Stream A Case Management Phase'	GDV 3, 5 December 2016
'Stream A Participant'	GDV 10, 1 January 2020
'Stream A Work for the Dole Phase'	GDV 3, 5 December 2016
'Stream B Participant'	GDV 10, 1 January 2020
'Stream C Participant'	GDV 10, 1 January 2020

Clause	Variation, effective date
'Stronger Participation Incentives for Job Seekers under 30 measures' or 'SPI Measure'	GDV 2, 1 July 2016
'Stronger Transitions Eligible Participant'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
'Stronger Transitions Package'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
'Stronger Transitions Region'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
'Stronger Transitions Support Statement'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
'Structural Adjustment Package'	GDV 10, 1 January 2020
'Surveillance Audit'	GDV 7, 1 July 2018
'Suspension'	GDV 10, 1 January 2020
'Tasmanian Jobs Programme'	GDV 1, 18 January 2016
	GDV 3, 5 January 2016
'Third Party Employment System' or 'TPES'	GDV 8, 1 January 2019
	GDV 10, 1 January 2020
'Third Party IT' or 'TPIT'	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
'Third Party IT Vendor'	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
'Third Party IT Vendor Deed'	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
'Third Party Supplementary IT System' or 'TPSITS'	GDV 8, 1 January 2019
	GDV 10, 1 January 2020
'Third Party System'	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
'Time to Work Employment Service'	GDV 6, 1 January 2018
'Time to Work Participant'	GDV 6, 1 January 2018
'Time to Work Provider'	GDV 6, 1 January 2018
'Training Block 1 Course'	GDV 4, 1 April 2017
'Transition Plan'	GDV 6, 1 January 2018
'Transition Services Panel Member' or 'TSP Member'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
'Transition to Work Participant'	GDV 1, 18 January 2016
'Transition to Work Provider'	GDV 1, 18 January 2016
	GDV 9, 1 July 2019
'Transition to Work Service'	GDV 1, 18 January 2016
'Unpaid Work Experience Placement'	GDV 1, 18 January 2016
'Unsuitable'	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 10, 1 January 2020
'Vacancy'	GDV 1, 18 January 2016

Clause	Variation, effective date
	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
'Valid Reason'	GDV 7, 1 July 2018
'Voluntary Work'	GDV 10, 1 January 2020
'Volunteer'	GDV 1, 18 January 2016
'Volunteer Online Employment Services Trial'	GDV 10, 1 January 2020
	GDV 13, 1 July 2021
'Volunteer Online Employment Services Trial Participant'	GDV 10, 1 January 2020
	GDV 13, 1 July 2021
'Wage Subsidy'	GDV 1, 18 January 2016
	GDV 3, 5 December 2016
'Wage Subsidy Account'	GDV 9, 1 July 2019
	GDV 10, 1 January 2020
'Wage Subsidy Placement'	GDV 9, 1 July 2019
'WHS Act'	GDV 3, 5 December 2016
'Work Experience (Other) Placement'	GDV 5, 1 July 2018
'Work for the Dole'	GDV 10, 1 January 2020
'Work for the Dole Coordinator'	GDV 2, 1 July 2016
	GDV 6, 1 January 2018
	GDV 9, 1 July 2019
	GDV 10, 1 January 2020
'Work for the Dole Place'	GDV 4, 1 April 2017
'Work for the Dole Place Fee'	GDV 6, 1 January 2018
'Working With Children Check'	GDV 11, 1 July 2020
'Working with Children Laws'	GDV 1, 18 January 2016
'Workshop'	GDV 3, 5 December 2016
'Workshop Provider'	GDV 3, 5 December 2016
'Youth Bonus Wage Subsidy'	GDV 3, 5 December 2016
'Youth Wage Subsidy'	GDV 1, 18 January 2016
	GDV 3, 5 December 2016

Annexure A2 – Joint Charter of Deed Management

Clause	Variation, effective date
Joint Charter of Deed Management	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 6, 1 January 2018
	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020

Part B – Employment Provider Services

Clause	Variation, effective date
Heading 'Section B1.1 – Application and allocation of Stream Participants to the Provider'	GDV 1, 18 January 2016
72.1(c)	GDV 13, 1 July 2021
73.1(c)	GDV 1, 18 January 2016
74.1	GDV 10, 1 January 2020
75.3(a), (b), (c)	GDV 10, 1 January 2020
77.1	GDV 10, 1 January 2020
78.1	GDV 2, 1 July 2016
78.2	GDV 10, 1 January 2020
78.3(c)	GDV 10, 1 January 2020
78.4(c)(i), (A), (B)	GDV 11, 1 July 2020
79.1	GDV 7, 1 July 2018
79.1(a) and (c)	GDV 10, 1 January 2020
	GDV 13, 1 July 2021
79.1(b), (i), (ii),	GDV 13, 1 July 2021
79.2	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
	GDV 13, 1 July 2021
79.3	GDV 7, 1 July 2018
79.4	GDV 7, 1 July 2018
79.5	GDV 7, 1 July 2018
81.1(a) and (g)	GDV 10, 1 January 2020
81.1(e)	GDV 3, 5 December 2016
	GDV 10, 1 January 2020
81.1(d)(iv)	GDV 11, 1 July 2020
81.1(f)	GDV 5, 1 July 2017
	GDV 10, 1 January 2020
81.1A	GDV 10, 1 January 2020
	GDV 13, 1 July 2021
81.1B	GDV 10, 1 January 2020
81.2	GDV 10, 1 January 2020
81.2(b)	GDV 8, 1 January 2019
81.3	GDV 10, 1 January 2020
82.1(a)	GDV 7, 1 July 2018
82.2	GDV 10, 1 January 2020
82.2A	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
82.2A(a)(i), (ii), (iii), (b)	GDV 10, 1 January 2020
82.3 Subheading 'Transition to Work Participants'	GDV 1, 18 January 2016
	GDV 3, 5 December 2016
82.3	GDV 1, 18 January 2016
	GDV 3, 5 December 2016
	GDV 10, 1 January 2020

Clause	Variation, effective date
82.4 Subheading 'Time to Work Participants'	GDV 6, 1 January 2018
82.4	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
81 and 82 Note 1	GDV 11, 1 July 2020
83.1	GDV 7, 1 July 2018
83.2	GDV 2, 1 July 2016
	GDV 7, 1 July 2018
83.3	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
	GDV 7, 1 July 2018
83A Heading 'Recording Engagements in the Electronic Calendar'	GDV 7, 1 July 2018
83A.1	GDV 7, 1 July 2018
83A.2	GDV 7, 1 July 2018
83A.3	GDV 7, 1 July 2018
83A.3(b)(i)(B)	GDV 13, 1 July 2021
83A.4	GDV 7, 1 July 2018
Heading 'Section B1.2 – Contacts'	GDV 1, 18 January 2016
84.1	GDV 3, 5 December 2016
84.1(a)	GDV 11, 1 July 2020
84.1(a)(i)	GDV 3, 5 December 2016
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
84.1(a)(ii)	GDV 3, 5 December 2016
	GDV 8, 1 January 2019
	GDV 11, 1 July 2020
84.1(b)	GDV 1, 18 January 2016
84.1(c)	GDV 1, 18 January 2016
	GDV 6, 1 January 2018
84.1(d)	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 6, 1 January 2018
84.1(e)	GDV 2, 1 July 2016
	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
84.1(f)	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
84.2	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
	GDV 7, 1 July 2018
84.3	GDV 3, 5 December 2016

Clause	Variation, effective date
	GDV 7, 1 July 2018
84.4	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
85.1	GDV 2, 1 July 2016
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
85.1(f), (g), (h)	GDV 2, 1 July 2016
85.2	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
85.3	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
85.3(a), (c), (d)	GDV 11, 1 July 2020
85.3(b)	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
85.4	GDV 2, 1 July 2016
Heading 'Section B1.3 – Self-help Support for Stream Participants'	GDV 1, 18 January 2016
86.2	GDV 9, 1 July 2019
Heading 'Section B1.4 – Job Plans'	GDV 1, 18 January 2016
87.1	GDV 7, 1 July 2018
87.2	GDV 7, 1 July 2018
87.3	GDV 1, 18 January 2016
	GDV 7, 1 July 2018
87.4 Subheading 'Entering into a Job Plan'	GDV 7, 1 July 2018
87.4	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 7, 1 July 2018
87.4(b)	GDV 10, 1 January 2020
	GDV 12, 1 January 2021
	GDV 13, 1 July 2021
87.5 Subheading 'ParentsNext Volunteers'	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
87.5	GDV 2, 1 July 2016
	GDV 10, 1 January 2020
87.6	GDV 2, 1 July 2016
87.6(a)	GDV 7, 1 July 2018
	GDV 13, 1 July 2021
87.6(ii)	GDV 13, 1 July 2021
87.6(c)	GDV 6, 1 January 2018
87.6(d) and (e)	GDV 6, 1 January 2018
	GDV 7, 1 July 2018

Clause	Variation, effective date
87.6(f)	GDV 7, 1 July 2018
87.7	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
87.8	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
Heading 'Section B1.5 – Employment Fund'	GDV 1, 18 January 2016
B1.5 Reader's Guide	GDV 1, 18 January 2016
	GDV 9, 1 July 2019
	GDV 10, 1 January 2020
88.2(a)	GDV 6, 1 January 2018
88.2(b) and Note	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
88.8	GDV 1, 18 January 2016
88.9(a)	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
88.9(b)	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
88.10	GDV 1, 18 January 2016
88.11	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
88.12	GDV 1, 18 January 2016
	GDV 7, 1 July 2018
	GDV 12, 1 January 2021
88.12(a), (b)	GDV 12, 1 January 2021
88.14(a)	GDV 1, 18 January 2016
	GDV 10, 1 January 2020
88.14(b)	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 10, 1 January 2020
88.14(c)	GDV 3, 5 December 2016
	GDV 5, 1 July 2017
	GDV 10, 1 January 2020
88.14(d)	GDV 10, 1 January 2020
88.15	GDV 10, 1 January 2020
88.15A	GDV 10, 1 January 2020
89 Note	GDV 1, 18 January 2016
	GDV 10, 1 January 2020
89.1	GDV 9, 1 July 2019
89.2	GDV 1, 18 January 2016
89.3	GDV 1, 18 January 2016
89.4	GDV 9, 1 July 2019
	GDV 10, 1 January 2020

Clause	Variation, effective date
89.5	GDV 9, 1 July 2019
	GDV 10, 1 January 2020
89.5 Note	GDV 10, 1 January 2020
89.6	GDV 9, 1 July 2019
	GDV 10, 1 January 2020
89.7	GDV 10, 1 January 2020
Heading 'Section B1.6 – Employment incentives'	GDV 1, 18 January 2016
90.1	GDV 12, 1 January 2021
90.2	GDV 12, 1 January 2021
90.3	GDV 12, 1 January 2021
90.4	GDV 12, 1 January 2021
90.5	GDV 12, 1 January 2021
90.6	GDV 12, 1 January 2021
Heading 'Section B1.7 – Vacancy management'	GDV 1, 18 January 2016
90A Heading 'Seasonal Work Incentives for Job Seekers Trial' and Reader's Guide	GDV 5, 1 July 2017
	GDV 9, 1 July 2019
90A.1	GDV 5, 1 July 2017
	GDV 9, 1 July 2019
90A.2	GDV 5, 1 July 2017
	GDV 9, 1 July 2019
90A.2(c)	GDV 10, 1 January 2020
90A.3	GDV 5, 1 July 2017
	GDV 9, 1 July 2019
	GDV 11, 1 July 2020
90A.4	GDV 5, 1 July 2017
	GDV 9, 1 July 2019
91.2	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
91.3(a) and (b)	GDV 2, 1 July 2016
91.3(c)	GDV 5, 1 July 2017
91.3 Note	GDV 2, 1 July 2016
91.4(d)(i)	GDV 1, 18 January 2016
91.4(d)(ii)	GDV 1, 18 January 2016
	GDV 7, 1 July 2018
Heading 'Section B1.8 – Participant Suspension and Exit from Employment Provider Services'	GDV 1, 18 January 2016
93.1(a)	GDV 10, 1 January 2020
93.1(a)(iii)	GDV 8, 1 January 2019
93.2(a) and (b)	GDV 10, 1 January 2020
93.3 and (b)	GDV 10, 1 January 2020
93.4	GDV 10, 1 January 2020
93.5	GDV 10, 1 January 2020
93.6(a)(i), (ii), (iii), (iv), (b), (ii), (ii)	GDV 13, 1 July 2021

Clause	Variation, effective date
93.7	GDV 10, 1 January 2020
93.8 Subheading 'ParentsNext Participants and Volunteers'	GDV 10, 1 January 2020
93.8(a), (i), (ii), (iii), (b)	GDV 3, 5 December 2016
	GDV 10, 1 January 2020
95.1(c)	GDV 1, 18 January 2016
95.8 Subheading 'ParentsNext Participants'	GDV 10, 1 January 2020
95.8	GDV 3, 5 December 2016
	GDV 10, 1 January 2020
Heading 'Section B1.9 – New Enterprise Incentive Scheme Services'	GDV 1, 18 January 2016
97.1(b)	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
97.1(c), (d), (e)	GDV 3, 5 December 2016
97.2	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
Heading 'Section B1.10 – Performance management'	GDV 1, 18 January 2016
98.1(b)	GDV 1, 18 January 2016
98.6	GDV 4, 1 April 2017
98.7	GDV 4, 1 April 2017
	GDV 7, 1 July 2018
98.1	GDV 4, 1 April 2017
99.1	GDV 2, 1 July 2016
99.1(a)(i)(A), (1), (2), (b)	GDV 11, 1 July 2020
99.2(a)	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
99.2(d)	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
	GDV 13, 1 July 2021
99.2(e)(i), (ii), (iii)	GDV 13, 1 July 2021
99.2(f)	GDV 10, 1 January 2020
99.2(g) and (h)	GDV 6, 1 January 2018
99.2(i)	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
101.1	GDV 10, 1 January 2020
101.9 Subheading 'Indigenous Outcomes Targets'	GDV 7, 1 July 2018
101.9	GDV 7, 1 July 2018
Chapter B2 Reader's Guide	GDV 2, 1 July 2016
	GDV 1, 18 January 2016

Clause	Variation, effective date
Heading 'Section B2.1 – Stronger Participation Incentives Participants' and Reader's Guide	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
	GDV 10, 1 January 2020
101.2(d)	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
101.2(f)	GDV 7, 1 July 2018
Heading 'Section B2.2 – Stream A (General) Participants'	GDV 1, 18 January 2016
Chapter B2.2 Reader's Guide	GDV 3, 5 December 2016
	GDV 7, 1 July 2018
	GDV 12, 1 January 2021
103.1(a)	GDV 8, 1 January 2019
103.1(b) and (c)	GDV 7, 1 July 2018
	GDV 13, 1 July 2021
103.1(d), (i), (ii)	GDV 13, 1 July 2021
103.2	GDV 3, 5 December 2016
Heading 'Section B2.3 – Stream B (General) Participants and Stream C Participants'	GDV 1, 18 January 2016
104.1(d)	GDV 3, 5 December 2016
104.1(e)	GDV 3, 5 December 2016
	GDV 8, 1 January 2019
104.1(f) and (g)	GDV 3, 5 December 2016
	GDV 7, 1 July 2018
	GDV 13, 1 July 2021
104.1(h), (i), (ii)	GDV 13, 1 July 2021
105A Heading 'Reserved'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
105A.1 Subheading 'Initial Interviews'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
105A.1	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
105A.2 Subheading 'Comprehensive Skills Assessments'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
105A.2	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
105A.3 Subheading 'Payment of TSP Members for Comprehensive Skills Assessments'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
105A.3	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
105A.4	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
105A.5 Subheading 'Reimbursement'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020

Clause	Variation, effective date
105A.5	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
105A.6	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
105.2(c)	GDV 10, 1 January 2020
Heading 'Chapter B3 – Targeted Compliance Framework and Activities'	GDV 7, 1 July 2018
Chapter B3 Reader's Guide	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
	GDV 13, 1 July 2021
Heading 'Section B3.1 – Mutual Obligation Requirements'	GDV 1, 18 January 2016
	GDV 7, 1 July 2018
106 Heading 'Mutual Obligation Requirements – Generally'	GDV 7, 1 July 2018
106.1	GDV 7, 1 July 2018
106.2	GDV 7, 1 July 2018
106.3 Subheading 'Monitoring and reporting for ParentsNext Participants'	GDV 10, 1 January 2020
106.3(a), (b), (c)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
106A Heading 'Personal responsibility and Monitoring'	GDV 7, 1 July 2018
106A.1	GDV 7, 1 July 2018
106A.2	GDV 7, 1 July 2018
106B Heading 'Active Management of Mutual Obligation Requirements'	GDV 7, 1 July 2018
106B.1	GDV 7, 1 July 2018
Heading 'Section B3.2 – Activities'	GDV 1, 18 January 2016
Section B3.2 'Activities' Reader's Guide	GDV 8, 1 January 2019
	GDV 13, 1 July 2021
107.1(a)(i), (A), (B), (ii), (iii), (b), (i), (ii)	GDV 13, 1 July 2021
107.1 Note 1 and Note 3	GDV 13, 1 July 2021
107.1A	GDV 3, 5 December 2016
107.4, (a), (i), (ii), (iii), (iv)	GDV 10, 1 January 2020
107.4(b), (c)	GDV 4, 1 April 2017
107.4(d)	GDV 4, 1 April 2017
	GDV 13, 1 July 2021
107.4(e)	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
	GDV 13, 1 July 2021
107.4(f)	GDV 13, 1 July 2021
107.5(b)(ii) and (d)	GDV 10, 1 January 2020
107.5(c)	GDV 1, 18 January 2016

Clause	Variation, effective date
	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
107.8(b)	GDV 4, 1 April 2017
107.10	GDV 4, 1 April 2017
	GDV 7, 1 July 2018
	GDV 13, 1 July 2021
107.12, (a), (b)	GDV 13, 1 July 2021
108.1(a), (h), (i)	GDV 1, 18 January 2016
108.1(b)	GDV 4, 1 April 2017
108.2 Subheading 'Who can participate in Work for the Dole activities'	GDV 4, 1 April 2017
108.2	GDV 4, 1 April 2017
108.3(b), (c), (i), (ii), (d)	GDV 13, 1 July 2021
108.3 Note	GDV 13, 1 July 2021
108.4A	GDV 6, 1 January 2018
108.5(a)	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
108.5(b) and (c)	GDV 6, 1 January 2018
108.7(a)	GDV 2, 1 July 2016
108.7(b)	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
108.8(a)	GDV 2, 1 July 2016
108.8(b)	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
108.9	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
108.10(a)	GDV 4, 1 April 2017
108.10(b)	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
108.11 Subheading 'Work for the Dole Places that are Sourced by the Provider'	GDV 6, 1 January 2018
108.11	GDV 6, 1 January 2018
108.12	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
108.12(a) and (b)	GDV 4, 1 April 2017
108.12(c)(i)	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
108.12(c)(ii)	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
	GDV 4, 1 April 2017

Clause	Variation, effective date
108.12(c) Note	GDV 6, 1 January 2018
108.13 Subheading 'Commencement of Fully Eligible Participants and DES Participants in Work for the Dole Places'	GDV 4, 1 April 2017
108.13(b)(i)	GDV 10, 1 January 2020
108.13A Subheading 'Replacement of Lead Provider for a Work for the Dole Activity'	GDV 6, 1 January 2018
108.13A	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
108.13A(a)(i)(A), (B)	GDV 6, 1 January 2018 GDV 10, 1 January 2020
108.13A(a)(i)(C)	GDV 10, 1 January 2020
108.13A(a)(ii) and (iii)	GDV 6, 1 January 2018
	GDV 9, 1 July 2019
	GDV 10, 1 January 2020
108.13A(b)	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
108.15(b)	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
108.16	GDV 2, 1 July 2016
	GDV 6, 1 January 2018
108.17	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
108.18, (a), (b), (e), (f)	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
108.18(c) and (d)	GDV 6, 1 January 2018
108.19(a) and (e)	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
108.20	GDV 6, 1 January 2018
108.21	GDV 4, 1 April 2017
108.21(a)	GDV 1, 18 January 2016
108.22 Note	GDV 10, 1 January 2020
108.23	GDV 10, 1 January 2020
109 Heading 'National Work Experience Programme Placements and Work Experience (Other) Placements'	GDV 1, 18 January 2016
	GDV 5, 1 July 2017
109.1	GDV 1, 18 January 2016
	GDV 5, 1 July 2017
	GDV 10, 1 January 2020
109.1(a)	GDV 1, 18 January 2016
	GDV 13, 1 July 2021
109.1(b), (d), (e)	GDV 1, 18 January 2016
109.1(c)	GDV 1, 18 January 2016

Clause	Variation, effective date
	GDV 5, 1 July 2017
109.2	GDV 1, 18 January 2016
	GDV 5, 1 July 2017
109.3	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
109.4 Subheading 'NWEF Incentive for Activity Host Organisation'	GDV 7, 1 July 2018
109.4 and (a)	GDV 7, 1 July 2018
109.4(b)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
109.5, (a), (b), (c), (d)	GDV 7, 1 July 2018
109.5(d)	GDV 7, 1 July 2018
	GDV 8, 1 January 2019
	GDV 10, 1 January 2020
109A Heading 'PaTH Internships'	GDV 4, 1 April 2017
109A.1	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
109A.2	GDV 4, 1 April 2017
109A.3	GDV 4, 1 April 2017
109A.4	GDV 4, 1 April 2017
109A.5	GDV 4, 1 April 2017
109B Heading 'PaTH Internship Amounts payable to Activity Host Organisations'	GDV 4, 1 April 2017
109B.1	GDV 4, 1 April 2017
109B.2	GDV 4, 1 April 2017
109B.3	GDV 4, 1 April 2017
109B.4	GDV 4, 1 April 2017
109B.5	GDV 4, 1 April 2017
109C Heading 'Employability Skills Training'	GDV 4, 1 April 2017
109C.1	GDV 4, 1 April 2017
109C.2	GDV 4, 1 April 2017
109C.3	GDV 4, 1 April 2017
109C.4	GDV 4, 1 April 2017
109C.5	GDV 4, 1 April 2017
109C.6	GDV 4, 1 April 2017
109C.7	GDV 4, 1 April 2017
109D Heading 'Launch into Work Placements'	GDV 6, 1 January 2018
109D.1	GDV 6, 1 January 2018
109D.1(a)	GDV 13, 1 July 2021
109D.2	GDV 6, 1 January 2018
109D.3	GDV 6, 1 January 2018
109D.4	GDV 6, 1 January 2018

Clause	Variation, effective date
109D.5	GDV 6, 1 January 2018
109E Heading 'Career Transition Assistance'	GDV 7, 1 July 2018
109E.1	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
109E.2	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
109E.2(b)	GDV 9, 1 July 2019
109E.2(c), (d), (e)	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
	GDV 12, 1 January 2021
109E.3	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
109E.3(a)	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
109E.3(b)	GDV 9, 1 July 2019
109E.4	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
109E.5	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
109E.6	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
109E.7	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
109E.8	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
109F Heading 'Regional Employment Trials'	GDV 8, 1 January 2019
	GDV 13, 1 July 2021
109F.1, (a), (b)	GDV 8, 1 January 2019
	GDV 13, 1 July 2021
109F.2	GDV 8, 1 January 2019
	GDV 13, 1 July 2021
109F.3, (a), (b)	GDV 8, 1 January 2019
	GDV 13, 1 July 2021
109F.4	GDV 8, 1 January 2019
	GDV 13, 1 July 2021
109G Heading 'Harvest Trail Services'	GDV 11, 1 July 2020
109G.1	GDV 11, 1 July 2020
109G.2, (a)-(c)	GDV 11, 1 July 2020
109G.2 Note 1 and Note 2	GDV 11, 1 July 2020
109G.3	GDV 11, 1 July 2020
109H Heading 'Local Jobs Program Activities'	GDV 12, 1 January 2021
109H.1, (b)	GDV 12, 1 January 2021

Clause	Variation, effective date
109H.1(a)	GDV 12, 1 January 2021
	GDV 13, 1 July 2021
109I. Heading 'SEE Program'	GDV 13, 1 July 2021
109I.1	GDV 13, 1 July 2021
109I.2, (a), (b), (c)	GDV 13, 1 July 2021
109I.3, (a), (b)	GDV 13, 1 July 2021
109I.4	GDV 13, 1 July 2021
109H.2	GDV 12, 1 January 2021
109H.3, (a), (b)	GDV 12, 1 January 2021
109H.4	GDV 12, 1 January 2021
110 Note	GDV 10, 1 January 2020
110.1	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
	GDV 6, 1 January 2018
	GDV 8, 1 January 2019
	GDV 12, 1 January 2021
	GDV 13, 1 July 2021
110.2(a)(i)	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
110.2(a)(ii)	GDV 5, 1 July 2017
	GDV 8, 1 January 2018
110.2(a)(iii)	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
	GDV 6, 1 January 2018
	GDV 8, 1 January 2018
	GDV 12, 1 January 2021
	GDV 13, 1 July 2021
110.2(a)(iii)(A), (B)	GDV 12, 1 January 2021
	GDV 13, 1 July 2021
110.2(a)(iv)	GDV 8, 1 January 2018
	GDV 12, 1 January 2021
	GDV 13, 1 July 2021
110.2(vi)	GDV 8, 1 January 2018
110.2(a)(v)	GDV 2, 1 July 2016
	GDV 8, 1 January 2018
110.2(b)	GDV 2, 1 July 2016
	GDV 4, 1 April 2017

Clause	Variation, effective date
	GDV 5, 1 July 2017
110.2(c)	GDV 2, 1 July 2016
	GDV 5, 1 July 2017
110.2(d)	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
110.3	GDV 4, 1 April 2017
	GDV 7, 1 July 2018
	GDV 13, 1 July 2021
110.3(a), (f)	GDV 8, 1 January 2019
110.3(b)	GDV 8, 1 January 2019
	GDV 10, 1 January 2020
110.3(c), (d), (e)	GDV 8, 1 January 2019
	GDV 12, 1 January 2021
	GDV 13, 1 July 2021
110.3(c)(i), (ii)	GDV 12, 1 January 2021
110.5 and (a)	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
	GDV 6, 1 January 2018
	GDV 8, 1 January 2019
	GDV 12, 1 January 2021
	GDV 13, 1 July 2021
110.5(b)	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
	GDV 8, 1 January 2019
	GDV 12, 1 January 2021
	GDV 13, 1 July 2021
110.5(c)	GDV 5, 1 July 2017
	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
110.5(d)	GDV 7, 1 July 2018
110.5(e)	GDV 5, 1 July 2017
	GDV 7, 1 July 2018
110.5(f)	GDV 7, 1 July 2018
	GDV 8, 1 January 2019
	GDV 12, 1 January 2021
	GDV 13, 1 July 2021
110.5(g)	GDV 4, 1 April 2017

Clause	Variation, effective date
	GDV 5, 1 July 2017
	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
110.6	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
	GDV 8, 1 January 2019
	GDV 10, 1 January 2020
110.6(a)	GDV 4, 1 April 2017
110.7	GDV 10, 1 January 2020
110.8	GDV 4, 1 April 2017
111 Note	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
	GDV 12, 1 January 2021
	GDV 13, 1 July 2021
111.1(a) and (b)	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
111.1(c) and (d)	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
111.2	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
111.2 Note	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
	GDV 12, 1 January 2021
	GDV 13, 1 July 2021
111.3	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
111.3(b)(ii), (c), (d)	GDV 4, 1 April 2017
111.4	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
	GDV 6, 1 January 2018
111.6	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
	GDV 8, 1 January 2019

Clause	Variation, effective date
	GDV 13, 1 July 2021
111.6(a) and (b)	GDV 8, 1 January 2019
111.7(a)	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
112.1(a), (b), (c)	GDV 4, 1 April 2017
112.1(d)	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
Heading 'Section B3.3 – Job Search Requirements'	GDV 1, 18 January 2016
113.2(b)	GDV 7, 1 July 2018
113.3	GDV 1, 18 January 2016
	GDV 7, 1 July 2018
Heading 'Section B3.4 – Compliance Action'	GDV 1, 18 January 2016
	GDV 7, 1 July 2018
114 Heading 'Compliance Action – Mutual Obligation Failures'	GDV 7, 1 July 2018
114.1	GDV 7, 1 July 2018
114.1(b)(ii)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
114.2	GDV 2, 1 July 2016
	GDV 7, 1 July 2018
114.2(a)	GDV 11, 1 July 2020
114.2(a)(i), (iv)	GDV 7, 1 July 2018
114.2(a)(ii)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
114.2(a)(iii)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
114.2(b), (ii)	GDV 11, 1 July 2020
114.2 Note	GDV 11, 1 July 2020
114.3	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
114.4(b), (c)(i), (iv), (d), (e)(i), (ii)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
	GDV 13, 1 July 2021
114.4(iv), (d)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
114.4(c)(ii), (A), (B), (C), (D)	GDV 13, 1 July 2021
114.5	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
114.5(a)(i)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
	GDV 12, 1 January 2021
114.5(a)(ii)	GDV 12, 1 January 2021

Clause	Variation, effective date
	GDV 11, 1 July 2020
114.5(a)(iii)	GDV 11, 1 July 2020
114.5(a)(iv)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
114.5(b)	GDV 12, 1 January 2021
114.5(c), (i), (ii)	GDV 12, 1 January 2021
114.6	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
114.6(a)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
114.6(b)	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
114.6(b)(i), (C), (D), (iv), (v)	GDV 11, 1 July 2020
114.6(b)(ii), (iii), (A), (B), (1), (2), (3), (4)	GDV 11, 1 July 2020
	GDV 13, 1 July 2021
114.6(c)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
114.7	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
114.8	GDV 7, 1 July 2018
114.8(b), (i), (ii), (d)	GDV 7, 1 July 2018 GDV 10, 1 January 2020
114.9	GDV 7, 1 July 2018
	GDV 8, 1 January 2019
	GDV 10, 1 January 2020
114.10	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
114.11	GDV 7, 1 July 2018
114.11(b)(i)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
114.12	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
115 Heading 'Compliance Action – Work Refusal Failures'	GDV 7, 1 July 2018
115.1	GDV 7, 1 July 2018
115.2	GDV 7, 1 July 2018
115.3, (a), (b)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
115.4	GDV 7, 1 July 2018
115.4(a) and Note	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
115.5	GDV 7, 1 July 2018

Clause	Variation, effective date
115.5(b) and (c)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
116 Heading 'Compliance Action – Unemployment Failures'	GDV 7, 1 July 2018
116.1	GDV 7, 1 July 2018
116.2	GDV 7, 1 July 2018
116.2(b)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
116.3	GDV 7, 1 July 2018
116.3(a)(i)	GDV 7, 1 July 2018
	GDV 8, 1 January 2019
	GDV 10, 1 January 2020
116.3(a)(ii), (b), (c)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
116.4 and (b)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
117 Heading 'Non-compliance action for Disability Support Pension Recipients (Compulsory Requirements)'	GDV 7, 1 July 2018
117.1	GDV 2, 1 July 2016
	GDV 7, 1 July 2018
117.2	GDV 2, 1 July 2016
	GDV 7, 1 July 2018
117.2(a), (b), (c)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
117.3	GDV 2, 1 July 2016
	GDV 7, 1 July 2018
117.3(b)	GDV 10, 1 January 2020
118 Heading 'Delegate obligations'	GDV 7, 1 July 2018
118.1	GDV 7, 1 July 2018
118.1(a)(iii)	GDV 8, 1 January 2019
119 Heading 'Transition to Targeted Compliance Framework'	GDV 7, 1 July 2018
	GDV 13, 1 July 2021
119.1	GDV 7, 1 July 2018
	GDV 13, 1 July 2021
119.2	GDV 7, 1 July 2018
	GDV 13, 1 July 2021
119.2(a), (b)	GDV 13, 1 July 2021
120	GDV 7, 1 July 2018
121	GDV 7, 1 July 2018
Heading 'Section B4.1 – Payments'	GDV 1, 18 January 2016
122.1(a)	GDV 1, 18 January 2016
123 Note	GDV 12, 1 January 2021
123.1(c)(i),(ii)	GDV 12, 1 January 2021
123.3(b)	GDV 12, 1 January 2021

Clause	Variation, effective date
123.3A and Note	GDV 10, 1 January 2020
	GDV 13, 1 July 2021
123.3A(a)(ii)	GDV 13, 1 July 2021
123.3A(b)(ii), (c)(ii)	GDV 12, 1 January 2021
123A.3A(c)(i)	GDV 13, 1 July 2021
123.3B	GDV 10, 1 January 2020
123.4, (c)	GDV 12, 1 January 2021
123.4(d)	GDV 1, 18 January 2016
	GDV 12, 1 January 2021
123.5	GDV 10, 1 January 2020
	GDV 12, 1 January 2021
	GDV 13, 1 July 2021
123.5(a)	GDV 12, 1 January 2021
123.5(b)	GDV 1, 18 January 2016
	GDV 12, 1 January 2021
123.7	GDV 2, 1 July 2016
	GDV 12, 1 January 2021
123.7(a)	GDV 12, 1 January 2021
123.7(b)	GDV 1, 18 January 2016
	GDV 12, 1 January 2021
124.1	GDV 6, 1 January 2018
124.2 and (b)	GDV 4, 1 April 2017
124.2(a)	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
124.2 Note	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
124.2A	GDV 4, 1 April 2017
124.3	GDV 6, 1 January 2018
124.4	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
124.4(a) and (b)	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
124.4(c) and (d)	GDV 6, 1 January 2018
124.5	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
124.5(a), (i), (ii)	GDV 4, 1 April 2017
124.5(b)	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
124.6 Note 1 and 2	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
124.7	GDV 4, 1 April 2017
	GDV 6, 1 January 2018

Clause	Variation, effective date
124.7(a) and (b)	GDV 4, 1 April 2017
124.8, (a)(ii), (d)	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
124.8(d)(i), (ii), (e)	GDV 10, 1 January 2020
124.10(a) and (b)	GDV 4, 1 April 2017
124.11(b)	GDV 4, 1 April 2017
124.12 and (b)	GDV 4, 1 April 2017
124.13	GDV 1, 18 January 2016
124.13(b)	GDV 4, 1 April 2017
124.14	GDV 4, 1 April 2017
124.16	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
124.16(c)	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
124.16(d)	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
124.17	GDV 6, 1 January 2018
124.17(a), (i), (ii)	GDV 10, 1 January 2020
124.18	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
124.19, (b), (i), (ii)	GDV 10, 1 January 2020
124.20(g)	GDV 10, 1 January 2020
124.22	GDV 10, 1 January 2020
124.24 Subheading 'Audits of Work for the Dole'	GDV 6, 1 January 2018
124.24(a)	GDV 4, 1 April 2017
124.24(b) and (c)	GDV 6, 1 January 2018
124A Heading 'Work for the Dole Place Fees'	GDV 6, 1 January 2018
124A.1	GDV 6, 1 January 2018
124A.2	GDV 6, 1 January 2018
124A.3	GDV 6, 1 January 2018
124A.4	GDV 6, 1 January 2018
124A.5	GDV 6, 1 January 2018
125 Note	GDV 12, 1 January 2021
125.1	GDV 1, 18 January 2016
	GDV 9, 1 July 2019
	GDV 12, 1 January 2021
125.1(a)	GDV 1, 18 January 2016
125.1(b)-(e)	GDV 1, 18 January 2016
	GDV 7, 1 July 2018
125.1(f), (h)	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 7, 1 July 2018

Clause	Variation, effective date
125.1(g)	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 7, 1 July 2018
	GDV 13, 1 July 2021
125.1(g)(i), (ii), (h), (i), (ii), (A), (B)	GDV 13, 1 July 2021
125.1(i)	GDV 2, 1 July 2016
	GDV 5, 1 July 2017
	GDV 7, 1 July 2018
	GDV 13, 1 July 2021
125.1(j)	GDV 5, 1 July 2017
	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
	GDV 13, 1 July 2021
125.1(k)	GDV 7, 1 July 2018
	GDV 13, 1 July 2021
125.1(l)	GDV 13, 1 July 2021
125.2	GDV 5, 1 July 2017
	GDV 10, 1 January 2020
125.3(a) and (c)	GDV 11, 1 July 2020
125.3(b)	GDV 10, 1 January 2020
125.3(d), (e), (f)	GDV 2, 1 July 2016
125.4 Subheading 'Placement in a Vacancy by another Employment Provider or NEST Provider'	GDV 10, 1 January 2020
125.4(a)	GDV 10, 1 January 2020
125.5(a), (e), (f)	GDV 1, 18 January 2016
125.5(d)	GDV 1, 18 January 2016
	GDV 7, 1 July 2018
125.5(f)	GDV 10, 1 January 2020
125.5(g)	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
125.5(h)	GDV 2, 1 July 2016
125.6, (a), (b)	GDV 11, 1 July 2020
125.8 Subheading 'PaTH Internship Outcome Payments payable to the Provider'	GDV 4, 1 April 2017
125.8	GDV 4, 1 April 2017
125.9 Subheading 'Limits on PaTH Internship Outcome Payments'	GDV 4, 1 April 2017
125.9	GDV 4, 1 April 2017
125.9(c)	GDV 6, 1 January 2018
125.10, (a)-(e)	GDV 5, 1 July 2017
125.10(a)-(f)	GDV 11, 1 July 2020
125.11	GDV 5, 1 July 2017
125.12, (a)-(f)	GDV 5, 1 July 2017

Clause	Variation, effective date
125.12(e)	GDV 11, 1 July 2020
125.13	GDV 7, 1 July 2018
125.14	GDV 7, 1 July 2018
125.15 Subheading 'HTS jobactive Outcome Payments'	GDV 11, 1 July 2020
125.15, (a)-(d)	GDV 11, 1 July 2020
125.15 Note	GDV 11, 1 July 2020
125.16 Subheading 'Limits on HTS jobactive Outcome Payments'	GDV 11, 1 July 2020
125.16, (a)-(h)	GDV 11, 1 July 2020
126 Subheading 'Reserved'	GDV 12, 1 January 2021
126.1(a)	Special Deed Variation No. 1, 1 July 2017
	GDV 6, 1 January 2018
	GDV 12, 1 January 2021
126.1(b) and (c)	GDV 6, 1 January 2018
	GDV 12, 1 January 2021
126.1 Note	GDV 12, 1 January 2021

Annexure B1 – Transition in

Clause	Variation, effective date
Table 2 – LTU Wage Subsidy Transition Credits	GDV 1, 18 January 2016

Annexure B2 – Payments and Employment Fund credits

Clause	Variation, effective date
Table 1A – Outcome Payments for Stream Participants in Non-Regional Locations	GDV 9, 1 July 2019
	GDV 12, 1 January 2021
Table 1B – Outcome Payments for Stream Participants in Regional Locations	GDV 9, 1 July 2019
	GDV 12, 1 January 2021
Table 1B – Outcome Payments for Stream Participants in Regional Locations, Note 3	GDV 7, 1 July 2018
	GDV 12, 1 January 2021
Table 1B – Outcome Payments for Stream Participants in Regional Locations Note 4	GDV 12, 1 January 2021
Table 1C – PaTH Internships: Outcome Payments for PaTH Interns in Non-regional Locations	GDV 4, 1 April 2017
	GDV 12, 1 January 2021
Table 1D – PaTH Internships: Outcome Payments for PaTH Interns in Regional Locations	GDV 4, 1 April 2017
	GDV 12, 1 January 2021
Table 1D – PaTH Internships: Outcome Payments for PaTH Interns in Regional Locations Note 1 and Note 2	GDV 4, 1 April 2017
Table 1D – PaTH Internships: Outcome Payments for PaTH Interns in Regional Locations, Note 3	GDV 6, 1 January 2018
	GDV 7, 1 July 2018

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	GDV 12, 1 January 2021
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Clause	Variation, effective date
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	GDV 9, 1 July 2019
	GDV 10, 1 January 2020
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Clause	Variation, effective date
127.2	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
127.3	GDV 2, 1 July 2016
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127.4	GDV 2, 1 July 2016
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127.5	GDV 3, 5 December 2016
127.5(a)	GDV 2, 1 July 2016
127.5(d)	GDV 12, 1 January 2021
127.6	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
128.1 Subheading 'Workshops & NEIS Training'	GDV 3, 5 December 2016
128.1(a) and (b)	GDV 3, 5 December 2016
128.1A	GDV 3, 5 December 2016
128.6(d), (e), (g)	GDV 9, 1 July 2019
128.6(f)	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
	GDV 9, 1 July 2019
128.6 Note	GDV 3, 5 December 2016
129.2 Subheading 'Advising Services Australia and Other Providers'	GDV 3, 5 December 2016
	GDV 10, 1 January 2020
129.2	GDV 2, 1 July 2016
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130.1	GDV 2, 1 July 2016
130.1(a),(b),(c)	GDV 12, 1 January 2021
130.2	GDV 2, 1 July 2016
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	GDV 3, 5 December 2016
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130.3(b)	GDV 12, 1 January 2021
131.1(c)(i)(C)	GDV 10, 1 January 2020
133.1(c), (d), (e)	GDV 5, 1 July 2017
133.3(b)	GDV 8, 1 January 2019
133.3 Note	GDV 7, 1 July 2018
133.4	GDV 2, 1 July 2016
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Clause	Variation, effective date
133.6	GDV 2, 1 July 2016

Part D – Harvest Labour Services

Clause	Variation, effective date
Heading ‘Part D – Harvest Labour Services’	GDV 11, 1 July 2020
Chapter Heading ‘Chapter D1 – Harvest Labour Services’	GDV 11, 1 July 2020
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134.2 Subheading ‘Harvest Placement Services’	GDV 11, 1 July 2020
134.2, (a), (b)	GDV 4, 1 April 2017
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134.3	GDV 4, 1 April 2017
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134.5	GDV 11, 1 July 2020
134.5(a) and (b)	GDV 4, 1 April 2017
	GDV 11, 1 July 2020
134.6 Subheading ‘Other Harvest Labour Services’	GDV 11, 1 July 2020
134.6	GDV 11, 1 July 2020
134.6(a), (b), (d), (e), (f), (i), (ii), (g), (h)	GDV 4, 1 April 2017
	GDV 11, 1 July 2020
134.6(c), (i)	GDV 11, 1 July 2020
134.7	GDV 4, 1 April 2017
	GDV 11, 1 July 2020
134.8 Subheading ‘Reports’	GDV 11, 1 July 2020
134.8, (a), (i)-(iii), (b)	GDV 11, 1 July 2020
134.9	GDV 11, 1 July 2020
135 Heading ‘Harvest Labour Services – Fees’	GDV 11, 1 July 2020
135.1 Subheading ‘Harvest Placement Fees’	GDV 11, 1 July 2020
135.1 and (b)	GDV 2, 1 July 2016
	GDV 4, 1 April 2017
	GDV 11, 1 July 2020
135.1(a) and (c)	GDV 2, 1 July 2016
	GDV 11, 1 July 2020
135.2, (a), (c)	GDV 4, 1 April 2017
	GDV 11, 1 July 2020
135.2(b)	GDV 11, 1 July 2020

Clause	Variation, effective date
135.3	GDV 4, 1 April 2017
	GDV 11, 1 July 2020
135.4	GDV 3, 5 December 2016
	GDV 4, 1 April 2017
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135.5 Subheading 'Harvest Service Fees'	GDV 11, 1 July 2020
135.5	GDV 4, 1 April 2017
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135.5(a)-(f)	GDV 11, 1 July 2020

Part E – National Harvest Labour Information Service

Clause	Variation, effective date
Heading 'Part E – National Harvest Information Service'	GDV 11, 1 July 2020
Chapter Heading 'Chapter E1 – National Harvest Information Service'	GDV 11, 1 July 2020
136 Heading 'National Harvest Information Service'	GDV 11, 1 July 2020
136.1	GDV 11, 1 July 2020
136.2 Subheading 'National Harvest Labour Information Service'	GDV 11, 1 July 2020
136.2, (a)-(c)	GDV 11, 1 July 2020
136.3 Subheading 'Harvest Trail Website'	GDV 11, 1 July 2020
136.3, (a)-(c)	GDV 11, 1 July 2020
136.4	GDV 11, 1 July 2020
136.5	GDV 11, 1 July 2020
136.6, (a), (b)	GDV 11, 1 July 2020
136.7	GDV 11, 1 July 2020
136.8 Subheading 'National Harvest Telephone Information Service'	GDV 11, 1 July 2020
136.8, (a)-(d), (g)-(i)	GDV 11, 1 July 2020
136.8(f)	GDV 4, 1 April 2017
	GDV 11, 1 July 2020
136.9 Subheading 'National Harvest Guide'	GDV 11, 1 July 2020
136.9, (a), (i)-(iii), (b), (c)	GDV 11, 1 July 2020
136.9(f)	GDV 4, 1 April 2017
136.9(d) and (e)	GDV 4, 1 April 2017
	GDV 11, 1 July 2020
136.9(e)(i) and (ii)	GDV 8, 1 January 2019
	GDV 9, 1 July 2019

Clause	Variation, effective date
136.10 Subheading 'Reports'	GDV 11, 1 July 2020
136.10, (a), (i)-(iii), (b)	GDV 11, 1 July 2020
136.11, (a), (i), (A)-(C), (ii), (A)-(J), (iii), (iv), (b), (i)-(iii)	GDV 11, 1 July 2020
137 Heading 'National Harvest Labour Information Service – Fees'	GDV 11, 1 July 2020
137.1, (a)-(f)	GDV 4, 1 April 2017
	GDV 11, 1 July 2020

Schedule 1 – Deed and business details

Clause	Variation, effective date
Items 3, 4, 6, 7	GDV 3, 5 December 2016
Items 8 and 9	GDV 3, 5 December 2016
	GDV 11, 1 July 2020



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jobactive Deed 2015-2022

Effective 1 January 2022

Reader's Guide to this Deed

This Deed is comprised of 'Parts' which are divided into 'Chapters', which are subdivided into 'Sections'.

There are three Parts:

Part A – GENERAL CONDITIONS

Part B – EMPLOYMENT PROVIDER SERVICES

Part C – NEW ENTERPRISE INCENTIVE SCHEME (NEIS) SERVICES

There are four Chapters and two Annexures in Part A - GENERAL CONDITIONS:

A1. Introduction

A2. Basic Conditions

A3. Information Management

A4. Deed Administration

Annexure A1 – Definitions

Annexure A2 – Joint Charter of Deed Management

There are four Chapters and three Annexures in Part B – EMPLOYMENT PROVIDER SERVICES:

B1. General Employment Provider Services

B2. Specific Employment Provider Services

B3. Mutual Obligation Requirements and Activities

B4. Payments

Annexure B1 – Transition in

Annexure B2 – Payments and Employment Fund credits

Annexure B3 – Service Guarantees

There is one Chapter in Part C – NEW ENTERPRISE INCENTIVE SCHEME.

There are two Schedules to this Deed, which contain details which are particular to individual Employment Providers:

- Deed and business details
- Service Delivery Plan

There are various information boxes and 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.

The Provider must provide Services in accordance with Part A and the Schedules, and Parts B and C depending on the specific Services it is contracted to provide (see the Particulars and Schedule 1).

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Part A - General Conditions

CHAPTER A1 – INTRODUCTION

Section A1.1 – Definitions and interpretation

1. Definitions and interpretation

- 1.1 In this Deed, unless the contrary intention appears, all capitalised terms have the meaning given to them in the definitions in Annexure A1. All other words have their natural and ordinary meaning.
- 1.2 Unless the contrary intention appears:
 - (a) the definitions in Annexure A1 apply to the whole of this Deed;
 - (b) words in the singular include the plural and vice versa;
 - (c) a reference to a person includes a partnership and a body whether corporate or otherwise;
 - (d) a reference to an entity includes an association of legal persons, however constituted, governed by deed, an incorporated body, an unincorporated association, a partnership and/or a trust;
 - (e) a reference to any legislation or legislative provision is to that legislation or legislative provision as in force from time to time;
 - (f) the chapter headings, section headings, clause headings and subheadings within clauses, notes and information boxes are inserted for convenience only, and have no effect in limiting or extending the language of provisions of this Deed;
 - (g) any uncertainty or ambiguity in the meaning of a provision of this Deed is not to be interpreted against a Party just because that Party prepared the provision;
 - (h) a reference to an internet site or webpage includes those sites or pages as amended from time to time;
 - (i) a reference to a Guideline, form or other document is to that Guideline, form or other document as revised or reissued from time to time; and
 - (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.
- 1.3 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.

- 1.4 References to different services in this Deed are to be read on an 'as applicable' basis, i.e. applicable only if the Provider is contracted to provide a particular service (see Particulars).
- 1.5 The word 'Reserved' indicates that a particular clause is not applicable to the Services.
- 1.6 Unless the contrary intention appears, if there is any conflict or inconsistency between any part of:
- (a) the Parts of this Deed, including any Condition of Offer and the Annexures, except Annexure A2 [Joint Charter of Deed Management] and Annexure B3 [Service Guarantees];
 - (b) the Schedules;
 - (c) the Particulars;
 - (d) the Guidelines; and
 - (e) Annexure A2 [Joint Charter of Deed Management] and Annexure B3 [Service Guarantees],
- then the material mentioned in any one of paragraphs (a) to (e) above has precedence over material mentioned in a subsequent paragraph, to the extent of any conflict or inconsistency.

CHAPTER A2 – BASIC CONDITIONS

Section A2.1 – Deed length

2. Term of this Deed

- 2.1 This Deed takes effect from the Deed Commencement Date and, unless terminated earlier, expires on the Completion Date.
- 2.2 The Department may, at its sole option, offer the Provider an extension of the Term of this Deed:
- (a) for one or more Extended Service Periods; 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 end of the Service Period or any Extended Service Period, as relevant.
- 2.3 Subject to clauses 2.2 and 57, if the Provider accepts the Department's offer to extend the Term of this Deed, the Term of this Deed will be so extended and all terms and conditions of this Deed continue to apply, unless otherwise agreed in writing between the Parties.

3. Survival

- 3.1 The termination or expiry of this Deed for any reason does not extinguish or otherwise affect the operation of clauses 16, 21, 24, 26, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 50, 52, 54, 64 and 129 of this Deed, and any provisions, other than those aforementioned, that are expressly specified as surviving, or by implication from their nature are intended to continue.

- 3.2 Clause 40 of this Deed survives for seven years from the expiry or earlier termination of this Deed.

Section A2.2 – Some basic rules about Services

4. General Requirements

- 4.1 The Provider must carry out the Services:
- (a) in accordance with:
 - (i) this Deed, including any Guidelines, as relevant to the Services; and
 - (ii) any representation or undertaking made by the Provider in its tender response to the request for tender for this Deed, unless otherwise agreed with the Department;
 - (b) in a manner which meets the objective of the Services as specified in the request for tender for this Deed; and
 - (c) so as to achieve optimum performance when measured against the Employment Provider Services KPIs and the NEIS KPIs, as relevant.
- 4.2 If the Provider becomes aware that:
- (a) it is unable to satisfy or has otherwise failed to comply with any of the requirements in this Deed any representation or undertaking it has given to the Department in its tender response;
 - (b) it provided information in its tender response which is misleading or deceptive, or otherwise incorrect or inaccurate; or
 - (c) it failed to provide information in its tender response which may have affected the Department's decision to enter into this Deed or otherwise take action under this Deed,
- the Provider must Notify the Department immediately of:
- (d) if clause 4.2(a) applies, the details of the requirements or undertakings which it is unable to satisfy or failed to comply with;
 - (e) if clause 4.2(b) applies, the details of the information in its tender response which is misleading or deceptive, or otherwise incorrect or inaccurate;
 - (f) if clause 4.2(c) applies, the details of the information which it failed to provide in its tender response; and
 - (g) any other information that the Department requests.
- 4.3 The Provider must take all reasonable steps to minimise delay or the negative impact of any matter(s) that affects the Provider's ability to meet its obligations under this Deed.

5. Location and timing of the Services

- 5.1 The Provider must deliver the Services from the Service Start Date until the end of the Service Period and any Extended Service Periods.
- 5.2 Unless otherwise directed by the Department and subject to this Deed, the Provider must provide:

- (a) Employment Provider Services in accordance with, and only as specified in, item 6 of Schedule 1; and
- (b) subject to clause 5.3, NEIS Services in accordance with, and only as specified in, item 7 of Schedule 1.

Note: For Employment Provider Services, Schedule 1 specifies whether Services will be provided at Sites on a Full-time, Part-time or Outreach basis.

- 5.3 Where a Site(s) is specified in item 7 of Schedule 1, the Provider is only required to deliver NEIS Services from that Site(s), if the Provider has specified in its tender response to the request for tender for this Deed, that it will do so.
- 5.4 The Provider must ensure that:
 - (a) any location from which Services are provided 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; and
 - (b) 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 persons at the locations referred to in clause 5.4(a).
- 5.5 Except for NEIS Services, the Provider must ensure that its Sites are open for the provision of the Services:
 - (a) on all Business Days and any other days specified in Schedule 1 and the Provider's tender response to the request for tender for this Deed; and
 - (b) at the times specified in items 6.4, 6.5 and 6.6 of Schedule 1, unless otherwise Notified by the Department.

6. Provider's conduct

- 6.1 The Provider must, at all times, act in good faith towards the Department and Participants, and in a manner that maintains the good reputation of the Services.
- 6.2 The Provider must:
 - (a) not engage in, and must ensure that its Personnel, Subcontractors, Third Party IT Vendors and agents do not engage in, any practice that manipulates or impacts, as relevant, any aspect of the Services including any:
 - (i) Record, including any Documentary Evidence;
 - (ii) Outcome or Work for the Dole Place;
 - (iii) Payment or Payment-related process;
 - (iv) Participant 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 for, the Provider or any other person or persons; and

- (b) without limitation to any rights of the Department under this Deed or at law where an improper practice is identified by the Provider, immediately:
 - (i) take all action necessary to appropriately remedy the practice; and
 - (ii) Notify the Department of the practice identified and the remedial action taken and provide all information in relation to the situation as required by the Department.
- 6.3 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 person 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 \(https://www.employment.gov.au/public-interest-disclosure-act-2013\)](https://www.employment.gov.au/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.

Note: 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.

7. Information provided to the Department

- 7.1 Subject to clause 15.4(d), 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 7.1(a); and
 - (c) any data entered into the Department’s IT Systems is consistent with any associated Documentary Evidence held by the Provider.
- 7.2 Subject to clause 16.2, the Provider must submit Documentary Evidence to the Department within five Business Days of any request by the Department to do so.

8. Checks and reasonable care

Personnel and Supervisors

- 8.1 Before arranging for any Personnel or a potential Supervisor to be involved in the Services, including any Activity (other than EST, CTA, a Launch into Work Placement, an LJP Activity or a SEE Training Course), the Provider must arrange and pay for all checks,

and comply with any other conditions in relation to the person's involvement, as specified in:

- (a) any relevant legislation in effect in the jurisdiction(s) in which the Services are conducted; and
- (b) any Guidelines.

Child Safety

8.1A 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 8.1A(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

8.1B 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 8.1B(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 8.1B(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.

8.1C With reasonable notice to the Provider, the Department may conduct a review of the Provider's compliance with the Child Safety Obligations.

- 8.1D 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) co-operate 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 satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with the Child Safety Obligations.
- 8.1E 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.
- 8.2 The Provider must not allow any Personnel or a potential Supervisor to participate in the Services, including any Activity (other than EST, CTA, a Launch into Work Placement, an LJP Activity or a SEE Training Course):
- (a) if any relevant legislation or any Guidelines provide or mean that the person 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 person would consider that the conviction means that the person would pose a risk to other persons involved in the Services; or
 - (ii) there is otherwise a reasonably foreseeable risk that the person may cause loss or harm to any other person,unless the Provider has put in place reasonable measures to remove or substantially reduce that risk.

Participants

- 8.3 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 in relation to a Participant's involvement or placement as specified in:
- (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.
- 8.4 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 person would consider that the conviction means that the person would pose a risk to other persons involved in the Activity or Employment; or
 - (ii) there is otherwise a reasonably foreseeable risk that the person may cause loss or harm to other persons 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.

9. Provider's responsibility

- 9.1 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 Subcontracting arrangements.

10. Joint Charter of Deed Management

- 10.1 Subject to clause 10.2, the Department and the Provider agree to conduct themselves in accordance with the Joint Charter of Deed Management.
- 10.2 Clause 10.1 does not in any way limit the right of either party to take action or exercise rights that would, if not for the Joint Charter of Deed Management, be available to it under this Deed.

11. Liaison and directions

- 11.1 The Provider must:
 - (a) liaise with and provide information to the Department, or any other person nominated by the Department, as requested by the Department;
 - (b) immediately comply with all of the Department's requests and directions; and
 - (c) immediately Notify the Department of any matter or incident that could be damaging to the reputation of the Provider or the Department should it become publicly known.

Note: 'other person' referred to in clause 11.1(a) includes, for example, an auditor appointed by the Department.

- 11.2 The Department and the Provider must respectively nominate an Account Manager and a Contact Person for the Term of this Deed, and Notify of any change to the details of persons occupying those positions.
- 11.3 The day to day management of, and communication under, this Deed:
 - (a) is to be handled by the Account Manager and the Contact Person or their delegates; and

- (b) may be undertaken by the Account Manager and the Contact Person or their delegates by means of electronic mail.
- 11.4 The Provider must ensure that it has, and Notifies to the Department, a valid electronic mail address for receipt of all communications with the Department.
- 11.5 The Provider must provide all reasonable assistance to the Commonwealth in relation to the Social Security Appeals Process including ensuring the availability of its Personnel, agents and Subcontractors to appear at hearings (including appeals to any court or tribunal) and to provide witness or other statements as required by the Department.
- 11.6 The Provider must notify Services Australia of any change in the circumstances of a Participant:
 - (a) as required in relation to any claim for a Pay Slip Verified Outcome Payment under any Guidelines; and
 - (b) that impacts on their Income Support Payments,and do so within five Business Days of becoming aware of the change in circumstances.
- 11.7 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 11.6.

12. Business level expectations

- 12.1 The Department provides no guarantee of:
 - (a) the volume or type of business the Provider will receive, including the number of Referrals;
 - (b) the numbers of Participants for any Services under this Deed;
 - (c) the numbers of Participants for any Employment Region in relation to any Services under this Deed; or
 - (d) the accuracy of market and other information provided in the request for tender for this Deed.

13. Gap filling

- 13.1 For the purposes of filling gaps in employment services, the Department and the Provider may agree to provision of additional Services by the Provider, on the same terms as specified in this Deed, at the times requested by the Department.

14. Additional Services

- 14.1 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.

Section A2.3 – Some basic rules about financial matters

15. General

- 15.1 Subject to sufficient funds being validly appropriated for jobactive and compliance by the Provider 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(s) specified in item 5 of Schedule 1.
- 15.2 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.
- 15.3 Where the Department determines that the Provider is in breach of clause 15.2, the Department may, at its absolute discretion, recover some or all of the relevant Payment from the Provider, with the recoverable amount being determined by the Department at its absolute discretion, as a debt in accordance with clause 21, without prejudice to any other rights that the Department may have under this Deed or the law.
- 15.4 With the exception of Payments:
- (a) verified by Services Australia data in accordance with any Guidelines;
 - (b) for Full Outcomes involving Pre-existing Employment; and
 - (c) for Partial Outcomes under paragraph (f) of the definition of Partial Outcome, it is a precondition of the Provider's entitlement to be paid a Payment that the Provider has, at the time it makes a claim for or accepts the Payment, true, complete and accurate Documentary Evidence sufficient to prove that the Provider:
 - (d) is entitled to the Payment;
 - (e) has delivered the Services relevant to its claim for Payment; and
 - (f) has done so in accordance with this Deed, including any Guidelines.
- 15.5 It is a further precondition of the Provider's entitlement to be paid a Payment that it:
- (a) has a valid ABN;
 - (b) immediately Notifies the Department if it ceases to have a valid ABN;
 - (c) correctly quotes its ABN on all documentation provided to the Department, where relevant;
 - (d) supplies proof of its GST registration, if requested by the Department;
 - (e) immediately Notifies the Department of any changes to its GST status; and
 - (f) submits Tax Invoices to the Department for payment, unless otherwise advised by the Department.
- 15.6 Without limiting the Department's rights under this Deed or at law, 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.
- 15.7 The Provider must:

- (a) ensure that any of its Personnel or Subcontractors that are required to submit claims for Payments, have successfully completed Claims Processing Training prior to submission of any claim for a Payment is made to the Department by them; and
- (b) when requested by the Department, provide evidence that the relevant Personnel or Subcontractors have successfully completed Claims Processing Training.

16. Evidence to support entitlement to Payments

- 16.1 Subject to any Guidelines, the Provider must retain the Documentary Evidence specified at clause 15.4 (d) for such period as is required under clause 37.9.
- 16.2 The Provider must submit the Documentary Evidence referred to in clause 16.1 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.
- 16.3 If:
 - (a) the Provider does not comply with a request by the Department under clause 16.2, including if the Documentary Evidence provided is not true, complete and accurate;
 - (b) the Department has already paid the Provider the relevant Payment; and
 - (c) an extension of time has not been requested and agreed to by the Department,
 then:
 - (d) the Provider will be taken not to have delivered the relevant Services in accordance with this Deed and not to be entitled to the relevant Payment; and
 - (e) the Department may, at its absolute discretion, recover the relevant Payment from the Provider as a debt in accordance with clause 21, without prejudice to any other rights that the Department may have under this Deed or the law.
- 16.4 The Department may contact Employers or Participants or any other relevant parties to verify Documentary Evidence provided by a Provider.

17. Exclusions

- 17.1 The Department is not responsible for the payment of any money in excess of the Payments set out in this Deed.
- 17.2 The Department is not required to make any superannuation contributions in connection with this Deed.
- 17.3 Unless otherwise agreed in writing with the Department, 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.

18. Ancillary Payments

- 18.1 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.

19. Overpayment and double payment

Overpayment

- 19.1 If, at any time, the Department determines that an overpayment by the Department has occurred for any reason, including where a Tax Invoice is found to have been incorrectly rendered after payment, or a payment has been made in error, then the Department may, at its absolute discretion, recover some or all of the relevant payment amounts from the Provider, with the recoverable amount being determined by the Department at its absolute discretion, as a debt in accordance with clause 21, without prejudice to any other rights that the Department may have under this Deed or the law.

Double payment

- 19.2 Subject to clause 19.2A, any Guidelines and any express written agreement with the Department to the contrary, 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 the Department may require the Provider to provide evidence, in a form acceptable to the Department, which proves that the Provider is not so entitled.
- 19.2A Clause 19.2 does not apply to any payment that the Provider, or any Related Entities, are entitled to under the ParentsNext Deed.
- 19.3 For the purposes of clause 19.2, if the Department determines, in 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 and unfettered discretion:
- (a) make the relevant payment;
 - (b) decide not to make the relevant payment; or
 - (c) recover any relevant payment made by the Department as a debt in accordance with clause 21.
- 19.4 Regardless of any action the Department may take under clause 19.3, 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 19.3.

20. The Department may vary certain terms

- 20.1 Without prejudice to any other rights that the Department may have under this Deed or the law, the Department may, at any time, vary:
- (a) Payments under this Deed;
 - (b) Sites and/or Employment Regions of the Provider;

- (c) Referrals to the Provider and the number of Participants on the Provider's caseload; and/or
- (d) the Business Share, or where relevant, the number of NEIS Places allocated to the Provider,

for all or part of the Term of this Deed:

- (e) based on the Department's assessment of:
 - (i) projected changes to labour market conditions in an Employment Region (including past and/or future projected Participant demand); or
 - (ii) the number of Stream Participants who are transferred to or from the Provider pursuant to clause 81.1(d); or
- (f) acting reasonably, for any other reason as determined by the Department at its absolute discretion,

by providing Notice to the Provider.

20.2 If the Department exercises its rights under clause 20.1:

- (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.

21. Debts and offsetting

- 21.1 Any amount owed to the Department, or deemed to be a debt to the Department under this Deed, including any Interest, will, without prejudice to any other rights available to the Department under this Deed or the law, be recoverable by the Department, at its absolute discretion, as a debt due to the Commonwealth from the Provider without further proof of the debt being necessary.
- 21.2 Unless otherwise agreed in writing by the Department, 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.
- 21.3 Unless otherwise agreed in writing by the Department, where any debt is owed to the Commonwealth under this Deed, Interest accrues on that debt if it is not repaid within 30 calendar days of receipt of a Notice from the Department requiring payment, until the amount is paid in full.
- 21.4 Without limiting the Department's rights under this Deed or the law, if the Provider owes the Commonwealth any debt or has outstanding or unacquitted money, under this Deed, or under any other arrangement with the Department or the Commonwealth, the Department may offset or deduct an amount equal to that debt owed, or outstanding or unacquitted money, against any Payments due to the Provider under this Deed.
- 21.5 The Department will Notify the Provider if it exercises its rights under clause 21.4 within 10 Business Days after having exercised those rights.
- 21.6 Notwithstanding any action taken by the Department under clause 21.4, the Provider must continue to perform its obligations under this Deed, unless the Department agrees otherwise in writing.

22. Taxes, duties and government charges

- 22.1 Unless expressly stated to the contrary, all dollar amounts in this Deed are inclusive of GST.
- 22.2 If a Payment is not in relation to a Taxable Supply, the Provider must only claim or accept an amount exclusive of GST.
- 22.3 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.
- 22.4 The Provider must not claim or accept from the Department any amount for which it can claim an Input Tax Credit.
- 22.5 Where any debt is repaid, including by offset under clause 21.4, an Adjustment Note must be provided to the Department if required by the GST Act.
- 22.6 Subject to this clause 22, all taxes, duties and government charges imposed in Australia or overseas in connection with this Deed must be borne by the Provider.

23. Fraud

- 23.1 The Provider must not engage in, and must ensure that its Personnel, Subcontractors and agents do not engage in, fraudulent activity in relation to this Deed.
- 23.2 The Provider must take all reasonable steps to prevent fraud upon the Commonwealth, including the implementation of an appropriate fraud control plan, a copy of which must be provided to the Department on request.
- 23.3 If, after investigation, the Department determines that the Provider has been engaged in fraudulent activity, the Department may, without limitation to any other rights available to the Department:
 - (a) take action under clause 52.2; or
 - (b) terminate this Deed under clause 56,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.

Section A2.4 - Reports

24. General reporting

- 24.1 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 Personnel and Subcontractors; and
 - (ii) the financial status of the Provider; 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 at clause 24.1(a) or those otherwise required under this Deed.

- 24.2 The Provider must also provide any other Reports that may reasonably be required by the Department, within the timeframes requested by the Department.
- 24.3 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 satisfaction within ten Business Days of Notice to the Provider from the Department to do so.

Connections for Quality Indicators

- 24.4 The Provider must report publicly against Connections for Quality Indicators in accordance with any Guidelines.

25. Financial statements and guarantees

- 25.1 Subject to clause 25.3, 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.
- 25.2 If the Provider is a Tendering Group or a partnership, then the Provider must provide one copy of the consolidated audited financial statements for the Tendering Group or partnership, if available, and individual annual audited financial statements for each member of the Tendering Group.
- 25.3 If required 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, a financial guarantee in a form and in terms satisfactory to the Department.

Section A2.5 – Assessment and management of Provider's performance

26. Evaluation activities

- 26.1 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, but are not limited to:
 - (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 40; and

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

27. Program Assurance Activities

27.1 Throughout the Term of this Deed, the Department may conduct Program Assurance Activities and the Provider must fully cooperate with the Department in relation to all such activities as required by the Department.

28. Performance assessments

28.1 During each Performance Period, the Department will monitor, measure and evaluate the Provider's performance against the requirements of this Deed, including, without limitation, and as relevant, the Employment Provider Services KPIs, the NEIS KPIs, the Joint Charter of Deed Management, the Service Delivery Plans, any representations in the Provider's tender response to the request for tender for this Deed and the Service Guarantees.

28.2 For the purposes of clause 28.1, the Department may rely on data collected from any source, including, without limitation, feedback from Participants, Employers, Transition to Work Providers, ParentsNext Providers, Time to Work Providers, NEIS Providers, HTS Providers and SEE Providers and intelligence from the Department's Employment Services Tip off Line.

28.3 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 each location and Employment Region, as relevant, and at each Site where the Provider delivers Services; and
- (b) subsequently 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 it is likely to be in scope for an adjustment of its Business Share or NEIS Places under clause 101 and clause 132, where relevant.

28.4 This clause 28 does not in any way limit the rights of the Department under this Deed or at law, including rights to take remedial action against the Provider, arising out of the monitoring, measuring, evaluating or reviewing of the Provider's performance under this clause 28, or otherwise.

28.5 The Provider agrees that the Department may publish information the Department holds concerning the Provider's performance of the Services.

29. Sample reviews

READER'S GUIDE

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. 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. The Department may then apply remedies in relation to the deemed invalid claims.

Example: The Department might decide to conduct a sample review of all claims for 26 Week Employment Outcomes for Stream C Participants made by the Provider during the six months immediately prior to the last Financial Year. The Department might choose to do so by reviewing a sample of 15% of all such claims, selected through a sampling methodology that meets the requirements of this clause 29. If the sample review finds that 20% of the sample claims are invalid, then the Department may treat up to 20% of all relevant Outcome Payment claims made by the Provider during the sample period as being invalid and apply relevant remedies under the Deed.

- 29.1 Without prejudice to any other rights of the Department under this Deed or the law (including the right to engage in any other form of sampling activity):
- (a) the Department may:
 - (i) evaluate how the Provider has claimed Payments, by reviewing and investigating only a sample of claims for Payments generally, or of Payments of a particular type or class (**'Sample Review'**); and
 - (ii) for the purposes of a Sample Review, take into account data collected from any source without limitation; and
 - (b) if the results of a Sample Review show that the Provider has, in relation to all or a proportion of the claims for Payments included in a Sample Review, made claims for Payments:
 - (i) in breach of this Deed; or
 - (ii) in circumstances where it was not entitled to claim the Payments, as determined by the Department, then the Provider is, subject to clause 29.3, taken to have invalidly claimed all Payments, or that proportion of all Payments, as relevant:
 - (iii) generally; or
 - (iv) of the relevant type or class of Payments, as relevant to the Sample Review, for the period of the Sample Review (**'Deemed Invalid Claims'**).
- 29.2 In relation to Deemed Invalid Claims, the Department may, at its absolute discretion and without limiting its other remedies under this Deed or the law, do any one or more of the following by providing Notice to the Provider:
- (a) exercise its rights under clause 15.3 in respect of some or all of those claims;
 - (b) exercise any remedies specified in clause 52.2;
 - (c) recover any amounts under clause 54.1(b) in respect of those claims;
 - (d) exercise any of its rights under clause 56;
 - (e) exercise any of its rights to take remedial action in relation to the Provider's performance under clause 101 and/or clause 132, as relevant; or
 - (f) recover any amounts under clause 130.4 in relation to those claims, where relevant.

Sampling methodology

- 29.3 For the purposes of clause 29.1, 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% confidence level that the proportion and/or value of invalid claims identified in the Sample Review can be extrapolated under clause 29.1(b) to that proportion and/or value of Payments generally or of the relevant type or class of Payments as relevant to the Sample Review, for the period of the Sample Review.
- 29.4 The Department must disclose the methodology used in a Sample Review to the Provider before exercising the Department's rights under clause 29.2.

Section A2.6 – Customer feedback

30. Customer feedback process and Customer feedback register

- 30.1 The Provider must establish and publicise to its Customers the existence and details of a Customer feedback process which will deal with feedback, including Complaints lodged by Customers, about its conduct of the Services. The process must:
- (a) be consistent with this clause 30, the Joint Charter of Deed Management, any representation made by the Provider in its tender response to the request for tender for this Deed and, for Employment Provider Services, the Service Guarantees and the Service Delivery Plan(s); and
 - (b) clearly indicate that Customers may also make a Complaint directly to the Department using the Department's National Customer Service Line.
- 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:
- (a) explain the Customer feedback process to each potential Participant upon their initial Contact with the Provider;
 - (b) ensure that all Complaints it receives are investigated by an appropriately senior staff member of the Provider;
 - (c) effectively and promptly communicate the outcome of any investigation and any action the Provider proposes to take about a Complaint to the relevant complainant and, if requested by the Department, to the Department; and
 - (d) when approached by the Department, actively assist:
 - (i) 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;

- (ii) in negotiating a resolution to any Complaint; and
- (iii) other authorities in negotiating a resolution to any Complaint, where the relevant Customer has chosen to utilise other legislative or other complaints mechanisms.

30.5 The Provider must keep:

- (a) a Customer feedback register for each Site or in relation to NEIS Services, for each Employment Region, which includes the following information:
 - (i) details of all Customer feedback received directly by the Provider, and the outcome of any investigation where relevant;
 - (ii) details of all Customer feedback referred to the Provider by, or through, the Department; and
 - (iii) in relation to Complaints, details which provide enough information to identify the nature of the Complaint, where detailed information relating to the Complaint is stored (if not in the Customer feedback register), the Site or Employment Region to which the Complaint relates, as relevant, and the date of the Complaint and the Customer(s) involved; and
- (b) Records, in accordance with the Records Management Instructions, as to how any Complaint was handled, the outcome of the relevant investigation and any follow up action required.

CHAPTER A3 – INFORMATION MANAGEMENT

Section A3.1 – Information Technology

31. General

- 31.1 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 Department may:
 - (a) provide training on Accessing the Department's IT Systems, by computer-assisted learning packages or otherwise; and
 - (b) require that Personnel and Subcontractors must not Access the Department's IT Systems until they have successfully completed the relevant training, and the Provider must comply with any such requirement.
- 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 must:

- (a) advise the Department by email to securitycompliancesupport@dese.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 Provider IT System that impacts, or may have an impact, on the security of that Provider IT System, and if the Department imposes any terms and conditions in respect of the use of that Provider IT System, comply, and ensure that all relevant Subcontractors comply, with those terms and conditions;
- (b) ensure that any External IT System used:
 - (i) meets the minimum requirements of the Department for Access to the Department's IT Systems, as specified in any Guidelines or as otherwise advised by the Department;
 - (ii) does not negatively impact the performance, availability or data integrity of the Department's IT Systems;
 - (iii) meets the relevant requirements of the ESAF;
 - (iv) does not introduce or permit the introduction of Malicious Code into the Department's IT Systems;
 - (v) has secure log ons for each operator such that each operator's logon is uniquely identifiable to the Department and entries are traceable, and have date and time stamps;
 - (vi) does not default answers to questions or input fields where the Department's IT Systems has no default setting; and
 - (vii) meets the minimum requirements of the Department for Record keeping and program assurance purposes, as specified in this Deed including any Guidelines or as otherwise advised by the Department; 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).

32.3 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, costs or legal liability of the Provider arising from such changes.

Provider IT System accreditation

Note: A 'Provider IT System' 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.

- 32.4 Subject to the requirements of the ESAF, the Provider must, and must ensure that its Subcontractors:
- (a) obtain 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 Completion Date.
- 32.5 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.
- 32.6 For the purposes of clause 32.4(b), the Provider must, and must ensure that its Subcontractors, obtain reaccreditation of all Provider IT Systems in accordance with the requirements of the ESAF.
- 32.7 Unless otherwise expressly set out in this clause 32, accreditation and reaccreditation under this clause 32 must be awarded by the Department.
- 32.8 Reserved.
- 32.9 If the Provider or any Subcontractor 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.
- 32.10 Reserved.
- 32.11 If the ESAF requires that any Personnel or Subcontractors of the Provider must complete specific personnel vetting requirements for the purposes of accreditation or reaccreditation:
- (a) the Provider must ensure that its relevant Personnel and Subcontractors successfully complete the required personnel vetting processes, and bear any costs associated with doing so; and
 - (b) the Department will sponsor any Australian Government clearances as required by the ESAF.

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. A Third Party Employment System and a Third Party Supplementary IT System include any relevant information technology service provided by a Third Party IT Vendor.

32.12 The Provider must:

- (a) not directly or indirectly allow Access to electronic Records relating to the Services, or any derivative thereof, to any Third Party IT Vendor until such Third Party IT Vendor has met the relevant requirements of the ESAF and has:
 - (i) for any Third Party IT Vendor that provides or uses a Third Party IT Employment System, entered into a Third Party IT Vendor Deed with the Department, and only grant such Access in accordance with the terms of the relevant Third Party IT Vendor Deed and any Guidelines; and
 - (ii) for any Third Party IT Vendor that provides or uses a Third Party Supplementary IT System, been assessed and accredited by the Provider in accordance with the requirements of the ESAF, and only grant such Access in accordance with the terms of the ESAF;
- (b) in any contract with any Third Party IT Vendor that provides or uses Third Party IT, ensure that any and all records held in Third Party IT relating directly or indirectly to the Services, can be, and are, provided on request to the Department or the Provider and in an unadulterated form (i.e. with no amendments or transformations to the Records or their data structures);
- (c) in any contract with any Third Party IT Vendor that provides or uses a Third Party Employment System:
 - (i) provide that the Third Party IT Vendor may only subcontract its obligations under that contract to another entity that has entered into a Third Party IT Vendor Deed with the Department; and
 - (ii) reserve a right of termination to take account of the Department's right of termination in the relevant Third Party IT Vendor Deed;
- (d) on receipt of any advice from the Department that it has terminated a relevant Third Party IT Vendor Deed, terminate the Provider's contract with the relevant Third Party IT Vendor and, at its own cost, promptly cease using the Third Party IT Vendor;
- (e) impose the obligations set out in this clause 32.12 on any Subcontractor Accessing electronic Records relating to the Services; and
- (f) advise the Department by email to securitycompliancesupport@dese.gov.au, or such other address as advised by the Department from time to time, of any proposed use of any Third Party IT for the analysis of Records relating directly or indirectly to the Services, or any derivative thereof, and if the Department imposes any terms and conditions in respect of such use, comply, and ensure that all relevant Subcontractors and Third Party IT Vendors comply, with those terms and conditions.

Technical advice

32.13 The Provider must:

- (a) nominate Personnel 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 ('IT Contact');
- (b) ensure that the IT Contact:
 - (i) disseminates technical advice to any Subcontractor and Personnel of the Provider in order to minimise disruption to the Services; and
 - (ii) provides advice, as requested by the Department:
 - (A) to assist in the resolution of the Department's IT Systems technical issues; and
 - (B) in relation to the Provider's readiness to deploy system upgrades to the Department's IT Systems; and
- (c) where the IT Contact changes, advise the Department accordingly.

Security

- 32.14 The Provider must comply, and ensure that its Subcontractors and Third Party IT Vendors comply, with the Department's Security Policies and the Cybersafety Policy, as relevant.
- 32.15 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.
- 32.16 The Provider must (through its Security Contact) promptly report all breaches of IT security to the Employment Systems Service Desk, including where any Personnel or any Subcontractor suspect that a breach may have occurred or that a person may be planning to breach IT security, and provide updates on their resolution.
- 32.17 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.
- 32.18 Where the Department determines that the Provider is in breach of, or has previously breached, this clause 32, the Department may immediately take action including any one or more of the following:
 - (a) suspending, terminating, or requiring the cessation of all Access to the Department's IT Systems for any Personnel, Subcontractor, Third Party IT Vendor, External IT System or the Provider;

- (b) applying bandwidth throttling measures in respect of all Access to the Department's IT Systems for any Personnel, Subcontractor, Third Party IT Vendor, External IT System or the Provider;
 - (c) requiring the Provider to obtain new logon IDs for any Personnel, Subcontractor or Third Party IT Vendor and if so required, the Provider must promptly obtain such new logons; or
 - (d) requiring the Provider to prepare and implement an IT security plan to the Department's satisfaction, and if so required, the Provider must do so within the timeframe required by the Department.
- 32.19 Any action taken by the Department under clauses 32.17 to 32.18 does not limit any other rights the Department has under this Deed, including pursuant to clause 52.2, or under the law.
- 32.20 If the Department gives Notice to the Provider that Access to the Department's IT Systems is terminated for any particular 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

- 32.21 For the purposes of clauses 32.22 to 32.25:
- 'Clients'** means persons 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 but is not limited to, the Provider, the Provider's staff 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 on-line content by users of computers, particularly Children, and may include, but is not limited to, having a policy in place regarding appropriate use and protection for Clients, installation of filters, audits and provision of information or training to the Provider's staff regarding the risks of, and protection from, inappropriate or harmful on-line content.
- 32.22 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.
- 32.23 The Provider must take Reasonable Steps to protect its Clients' cybersafety.
- 32.24 If the Department gives the Provider Notice requiring it, the Provider must provide the Department, within 10 Business Days of receiving the Notice, with evidence satisfactory to the Department that the Provider has complied with the requirements of this Cybersafety Policy.
- 32.25 The Provider agrees to include its obligations in relation to this Cybersafety Policy in all Subcontracts it enters into in relation to the Services.

Section A3.2 – Property rights

33. Ownership of Intellectual Property Rights and Material

33.1 Subject to clause 34, as between the Department and the Provider (but without affecting the position between the Provider and a third party), the ownership of Intellectual Property Rights in, and the actual documents comprising:

- (a) Commonwealth Material; and
- (b) Deed Material,

vest at all times in the Department.

Dealing with Intellectual Property Rights

33.2 The Provider warrants that it:

- (a) is entitled, or will be entitled at the relevant time, to deal with the Intellectual Property Rights in Deed Material and the Existing Material in accordance with this clause 33 and clause 34, as relevant; and
- (b) has obtained valid, unconditional and irrevocable written consents from all owners of Intellectual Property Rights in, and all authors (including Subcontractors) involved in creating Deed Material and Existing Material so that the Department's use of that Material in accordance with this clause 33 and clause 34, as relevant, will not infringe:
 - (i) the Intellectual Property Rights of any third party; or
 - (ii) any author's Moral Rights.

33.3 The Provider must:

- (a) if requested by the Department to do so, create, sign, execute or otherwise deal with any document that may be necessary or desirable to give effect to clause 33.1;
- (b) not deal with the Intellectual Property Rights in the Deed Material, except as expressly provided for in this Deed; and
- (c) deliver all Deed Material to the Department at the Completion Date, unless otherwise Notified by the Department.

33.4 For the purposes of this clause 33, 'infringe' includes unauthorised acts that would, but for the operation of section 163 of the *Patents Act 1990* (Cth), section 96 of the *Designs Act 2003* (Cth), section 183 of the *Copyright Act 1968* (Cth), and section 25 of the *Circuits Layout Act 1989* (Cth), constitute an infringement.

34. Licensing of Intellectual Property Rights

Licence of Commonwealth Material and Deed Material

34.1 The Department grants the Provider a licence to use, copy and reproduce Commonwealth Material and Deed Material, but only for the purposes of this Deed and in accordance with any conditions or restrictions Notified by the Department to the Provider.

34.2 The licence in clause 34.1 is revocable on 10 Business Days' Notice by the Department, and expires on the Completion Date.

- 34.3 If the Department specifies in the Records Management Instructions that Intellectual Property Rights in some Deed Material vests in the Provider, the Provider grants the Department a permanent, irrevocable, free, world-wide, non-exclusive licence (including a right of sublicense) to use, reproduce, communicate, adapt and exploit the Intellectual Property Rights in Deed Material for any purpose as required by the Department.
- 34.4 The Provider must not do anything that would prejudice the Department's right title and interest in Commonwealth Material or Deed Material.

Licence of Existing Material

- 34.5 This Deed does not affect the ownership of any Intellectual Property Rights in any Existing Material. The Provider, however, grants to the Department or must arrange for the grant to the Department of a permanent, irrevocable, free, world-wide, non-exclusive licence (including a right of sublicense) to use, reproduce, communicate, adapt and exploit the Intellectual Property Rights in Existing Material for any purpose as required by the Department.
- 34.6 If requested by the Department to do so, the Provider must create, sign, execute or otherwise deal with any document that may be necessary or desirable to give effect to this clause 34.

Commonwealth Coat of Arms

- 34.7 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/government/commonwealth-coat-arms) (<https://www.pmc.gov.au/government/commonwealth-coat-arms>).

Section A3.3 – Control of information

35. Personal and Protected Information

- 35.1 Clauses 35.1 to 35.3 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', 'contracted service provider', 'eligible data breach', 'organisation', 'sensitive information' and 'Australian Privacy Principle' (APP) have the same meaning as they have in section 6 of the Privacy Act, and 'subcontract' and other grammatical forms of that word have the meaning given in section 95B(4) of the Privacy Act.
- 35.2 The Provider acknowledges that it is a contracted service provider and agrees, in respect of the conduct of 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 expressly requires the Provider to comply with an APP that applies only to an organisation, to carry out and discharge the obligations contained in the APPs as if it were an agency;

- (c) not to do any act or engage in any practice that if done or engaged in by an agency, or where relevant, an organisation, would be a breach of an APP or contrary to the Privacy Act;
- (d) to co-operate 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:
 - (i) 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; and
 - (ii) their Personal Information may be disclosed and passed on to the Department and to other persons in relation to providing the Services;
- (f) unless expressly authorised or required under this Deed, 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 Personnel:
 - (i) to remove any access that the Personnel have to any relevant Personal Information;
 - (ii) to require that the Personnel return to the Provider or the Department any relevant Personal Information held in the Personnel's possession; and
 - (iii) it must remind the Personnel of their relevant obligations under this Deed; and
- (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).

- 35.3 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 Personnel or 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

- 35.4 Where one party Notifies the other party that an eligible data breach in relation to Personal Information received, created or held by the Provider in the course of conducting the Services has or may have occurred, the Provider must:
- (a) carry out an assessment in accordance with the Privacy Act;
 - (b) take all reasonable action to mitigate the risk of the eligible data breach causing serious harm to any of the individuals to whom the Personal Information relates;
 - (c) 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
 - (d) take any other action as reasonably directed by the Department or the Australian Information Commissioner.

Protected Information

- 35.5 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

- 36.1 Subject to this clause 36, the Parties must not, without each other's prior written approval, disclose any of each other's Confidential Information to a third party.
- 36.2 In giving written approval to disclosure, a Party may impose conditions as it thinks fit, and the other Party agrees to comply with the conditions.
- 36.3 The obligations on the Parties under this clause 36 will not be breached if information:
- (a) is shared by the Department within the Department's organisation, or with another agency, where this serves the Commonwealth's legitimate interests;
 - (b) is disclosed by the Department to the responsible Minister or the Minister's staff;
 - (c) is disclosed by the Department, in response to a request or direction by a House or a Committee of the Parliament of the Commonwealth of Australia;
 - (d) is authorised or required by law to be disclosed; or
 - (e) is in the public domain otherwise than due to a breach of this clause 36.
- 36.4 Nothing in this clause 36 limits the obligations of the Provider under clauses 35 or 40.

Section A3.4 – Records management

37. Records the Provider must keep

- 37.1 The Provider must create and maintain true, complete and accurate Records in connection with the performance of its obligations under this Deed, in accordance with this Deed and the Records Management Instructions.
- 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.
- 37.3 Without limiting its obligations under clause 40.1, 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.

Financial Accounts and Records

- 37.4 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 maintained by the Australian Accounting Standards Board created by section 261 of the *Australian Securities and Investments Commission Act 2001* (Cth); 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 person may examine them at any time and thereby ascertain the Provider's financial position.

Storage

- 37.5 The Provider must store all Records in accordance with the Records Management Instructions and the Department's Security Policies, and where relevant, its Privacy Act obligations.

Register of Records

- 37.6 The Provider must maintain an up to date register of the Records held by the Provider and any Third Party IT Vendor, as specified in the Records Management Instructions, and make this register available to the Department on request.

Access

- 37.7 The Provider must ensure that its:

- (a) Personnel and Subcontractors do not access, copy, disclose or use any:
 - (i) Record containing any information about any participant in any employment services program; or
 - (ii) Record in the Department's IT Systems containing any information about any individual (including individuals who are not participants in any employment services program),
 unless such access, copying, disclosure or use is for the purpose of:
 - (iii) providing Services to the participant under this Deed (i.e. the participant is a 'Participant' under this Deed); or
 - (iv) otherwise complying with this Deed; and
- (b) Third Party IT Vendors do not access, copy, disclose or use any electronic Record unless such access, copying, disclosure or use is for the purpose of assisting the Provider to comply with this Deed.

Transfer

37.8 Subject to clause 35.2(h), 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.

Retention

- 37.9 Subject to clause 35, all Records must be retained by the Provider for a period of no less than seven years after the creation of the Record, unless otherwise specified in the Records Management Instructions or advised by the Department.
- 37.10 At the Completion Date, the Provider must manage all Records in accordance with the Records Management Instructions or as otherwise directed by the Department.

Destruction

37.11 The Provider must:

- (a) not destroy or otherwise dispose of Records, except in accordance with the relevant Records Management Instructions, or as otherwise directed by the Department; and
- (b) provide a list to the Department of any Records that have been destroyed, as directed by the Department.

Third Party IT Vendors

- 37.12 If any Third Party IT Vendor creates or maintains Records in association with the delivery of 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. Access by Participants and Employers to Records held by the Provider

- 38.1 Subject to this clause 38, the Provider must allow Participants and Employers who are individuals to access Records that contain their own Personal Information, and provide them with copies of such Records if they require, except to the extent that Commonwealth legislation would, if the Records were in the possession of the Commonwealth, require or authorise the refusal of such access by the Commonwealth including Records of the type set out in clause 38.3.
- 38.2 The Provider must, in providing access to the requested Records in accordance with clause 38.1:
- (a) ensure that the relevant Participant or Employer requesting the access in clause 38.1 provides proof of identity before access is given to the requested Records; and
 - (b) notate the relevant files with details of the Records to which access was provided, the name of the person granted access and the date and time of such access.
- 38.3 Where a Participant or an Employer requests access to records containing information falling within the following categories:
- (a) records also containing information about another person;
 - (b) medical/psychiatric records (other than those actually supplied by the Participant or Employer, or where it is clear that the Participant has a copy or has previously sighted a copy of the records);
 - (c) psychological records; and
 - (d) information provided by other third parties,
- the request must be directed by the Provider to the Department for consideration.
- 38.4 The Provider must comply with any direction given by the Department in relation to the provision, or refusal, of access to Records held by the Provider to a Participant or Employer.

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

- 39.1 In this clause 39, 'document' has the same meaning as in the *Freedom of Information Act 1982 (Cth)*.
- 39.2 The Provider agrees that:
- (a) where the Department has received a request for access to a document created by, or in the possession of the Provider, any Subcontractor or any Third Party IT Vendor, the Department may, at any time, by Notice, require the Provider to provide the document to the Department and the Provider must, at no additional cost to the Department, promptly comply with the Notice;

- (b) the Provider must assist the Department in respect of the Department's obligations under the *Freedom of Information Act 1982* (Cth), as required by the Department; and
- (c) the Provider must include in any Subcontract, or contract with a Third Party IT Vendor, provisions that will enable the Provider to comply with its obligations under this clause 39.

40. Access to premises and Records

40.1 The Provider must at all reasonable times give or arrange for any Department Employee:

- (a) unfettered access to:
 - (i) its Sites or premises and those of any Subcontractor or Third Party IT Vendor;
 - (ii) any External IT System;
 - (iii) all Material, including that 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, as required by the relevant Department Employee, to:
 - (i) inspect its Sites or premises and those of any Subcontractor or Third Party IT Vendor;
 - (ii) inspect the performance of Services; and
 - (iii) locate, inspect, copy and remove, all Material including data stored on the Provider's information technology systems or those of any Subcontractor or Third Party IT Vendor.

40.2 Subject to clause 40.3, the obligations referred to in clause 40.1 are subject to the provision of reasonable prior notice to the Provider and compliance with the Provider's reasonable security procedures.

40.3 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
- (b) the Department is otherwise conducting Program Assurance Activities in relation to the Provider,

clause 40.2 does not apply, and Department Employees may remove and retain any Material that the Department determines is relevant to the investigation, including items stored on an electronic medium, provided that the Department returns a copy of all such Material to the Provider within a reasonable period of time.

CHAPTER A4 – DEED ADMINISTRATION

Section 4A4.1 – Indemnity and insurance

41. Indemnity

41.1 The Provider must indemnify the Department against any:

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

arising from or in connection with:

- (c) any act or omission by:
 - (i) the Provider;
 - (ii) a Subcontractor (whether or not the relevant entity is a current Subcontractor); or
 - (iii) an Activity Host Organisation engaged by the Provider other than as a Subcontractor,

in connection with this Deed, where there was fault on the part of the person whose conduct gave rise to that cost, liability, loss, damage, or expense;

- (d) any breach by the Provider of this Deed or failure to meet an undertaking given under this Deed;
- (e) any publication of the information referred to in clauses 28.5 or 61, where the published information was provided by the Provider to the Department; or
- (f) the use by the Department of the Deed Material or Existing Material, including any claims by third parties about the ownership or right to use Intellectual Property Rights or Moral Rights in Deed Material or Existing Material.

41.2 The liability of the Provider to indemnify the Department under this clause 41 will be reduced proportionately to the extent that fault on the Department's part contributed to the relevant cost, loss, damage, expense, or liability.

41.3 The Department's right to be indemnified under this clause 41 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, damage, expense or liability.

Meaning of fault

41.4 In this clause 41, 'fault' means any negligent or unlawful act or omission or wilful misconduct, including fraud.

42. Insurance

- 42.1 Subject to this clause 42 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 at clause 42.1(b)(i)(A) and the professional indemnity insurance or errors and omissions insurance at clause 42.1(d), be written on an occurrence basis:
- (a) public 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 43; 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) or death of any person (other than a liability insured under the insurance referred to at clause 42.1(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 person 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 at clause 42.1(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) or death of, any person 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);
 - (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 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 43 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 in judgement 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 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 43; 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) or death of, any person (other than a liability insured under the insurance referred to in clause 42.1(b)),
 arising out of or in connection with any products installed, repaired, serviced, 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 by the most direct route between:
 - (A) the Provider's premises and the Participant's home or Services Australia following Referral;
 - (B) the Provider's premises and job interviews; and
 - (C) the Participant's home and job interviews, following referral by the Provider; and
 - (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 liability for third party personal injury or death or loss of or damage to third party 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 42.1(a).
- 42.2 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 Employment Provider, acting reasonably, would acquire, and any other insurance cover required by law.
- 42.3 Unless otherwise agreed by the Department in writing, all insurances required under this clause 42 (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.
- 42.4 Each of the insurances required by this clause 42 (other than statutory workers compensation insurance and compulsory third party motor vehicle insurance) that insures more than one person, 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 person (but not so as to increase the overall limit of liability) (this clause does not apply to any professional indemnity or errors and omissions insurance required by this clause 42);
 - (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 persons 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 person to observe and fulfil the terms of the policy, or to comply with the terms of the policy, or to comply with that insured person's pre-contractual duty of disclosure does not prejudice the insurance of any other person 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 person for the purposes of determining rights to indemnity; and

- (e) a clause whereby notice of a claim given to the insurer by any insured person will be accepted by the insurer as notice of a claim given by all the persons insured under the policy.
- 42.5 Clauses 42.4(a), (c) and (e) do not apply to any personal accident insurance required by this clause 42.
- 42.6 In relation to the insurances specified in this clause 42, 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.
- 42.7 The Provider must Notify the Department immediately when 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 42.1(d)); or
 - (b) receives a notice of cancellation in respect of any of the insurances that the Provider is obliged to effect and maintain.
- 42.8 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 42, 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

- 42.9 Subject to clause 42.10, the Provider must obtain written independent professional advice that the insurances obtained by it and any Subcontractors pursuant to this clause 42 meets the requirements of this Deed:
 - (a) before commencing the performance of any Services and in any event within 20 Business Days of the Deed Commencement Date; and
 - (b) within 10 Business Days of the date of renewal of each of the insurances required under this Deed.
- 42.10 Where the advice referred to in clause 42.9 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.
- 42.11 Clause 42.9 does not apply to statutory workers compensation insurance or compulsory third party motor vehicle insurance.
- 42.12 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.
- 42.13 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;
 - (b) a certificate of currency; and

- (c) a copy of the independent professional advice required by clause 42.9, at any time that the Department requests.

Note: Clause 42.13 allows the Department to request information relating to the insurances of any Subcontractor of the Provider.

- 42.14 The Provider must not change, during the term of any policy, its insurer(s) unless the Department is satisfied that the change will not reduce or terminate any cover that exists prior to the proposed change and has agreed in writing to the change.

Assistance to the Department

- 42.15 The Provider must:
 - (a) give full, true and particular information, in respect of any proposal for a policy of insurance (including any policy issued pursuant to any self-insurance scheme of the Commonwealth) to be effected by the Department, of all matters and things the non-disclosure of which might in any way prejudice or affect any policy or the payments of all or any benefits under a policy; and
 - (b) provide all reasonable assistance to the Department, in order to facilitate the Commonwealth making a claim under any insurance policy or self-insurance scheme effected for the Commonwealth's benefit.
- 42.16 For the avoidance of doubt, the provisions of this clause 42 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 42 does not limit its liability under any other provision of this Deed.

43. Liability of the Provider to the Department

Joint and several liability

- 43.1 To the extent permitted by law, where:
 - (a) more than one Party is a signatory to this Deed as the Provider – each of those Parties;
 - (b) the Provider is a partnership – each partner; or
 - (c) the Provider is a Tendering Group – each member of the Tendering Group;is jointly and severally liable for:
 - (d) the performance of all of the obligations of the Provider under this Deed; and
 - (e) all losses caused by any Subcontractor engaged for the purpose of this Deed.

Proportionate liability

- 43.2 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 68, this clause 43.2 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 68 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.

44. Special rules about Tendering Groups

44.1 If the Provider is a Tendering Group, the Provider:

- (a) agrees that its members are as specified at item 6.9 or 8.11 of Schedule 1, as relevant;
- (b) warrants that each of its members have given their authority to the member named in the Particulars as the Tendering Group's lead member to negotiate, bind and act on that member's behalf in relation to this Deed and any variations thereto; and
- (c) must not change its membership without the Department agreeing in writing, and the Provider complying with any direction from the Department in relation to the change.

Section A4.2 – Changes in persons delivering Services

45. Corporate governance

45.1 The Provider must provide a copy of its Constitution to the Department upon request.

45.2 The Provider must:

- (a) inform 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 its ability to comply with the Provider's obligations under this Deed; and
 - (ii) to the membership of its board of Directors, board of management or executive during the Term of this Deed; and
- (b) obtain a completed credentials information form (as supplied by the Department) 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.

Personnel

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

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

- (c) the person has suffered final judgment for a debt and the judgment has not been satisfied;
- (d) subject to Part VIIC of the *Crimes Act 1914* (Cth), the person has been 'convicted' 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 person was granted a free and absolute pardon because the person was wrongly convicted of the offence; or
 - (iii) the person's conviction for the offence has been quashed, in accordance with any relevant law;
- (e) the person is or was a Director or a person 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 person is otherwise prohibited from being a member or Director or employee or responsible officer of the organisation of the Provider.

45.4 Unless otherwise agreed by the Department in writing at its absolute discretion, where a person falls, or is discovered as falling, within any of clauses 45.3(a) to 45.3(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 45.3, if the Provider does not:
 - (i) transfer the person to a position that does not have a role in its management or financial administration; or
 - (ii) terminate the employment or engagement of the person or remove the person 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 person falls or has been discovered as falling within any of clauses 45.3(a) to 45.3(f), and take any action in respect of that person, that is Notified by the Department.

Note: For the avoidance of doubt, clause 45.4(b) will also apply where a person is transferred in accordance with clause 45.4(a)(i), to a role in the performance of the Services.

Change in Control of the Provider or a Material Subcontractor

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

- (a) the Provider; or
- (b) any Material Subcontractor.

- 45.6 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.
- 45.7 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) Tendering Group membership, if relevant,
- of the Provider or any Material Subcontractor, including the dates of any changes to those matters.
- 45.8 If the Provider does not:
- (a) obtain the Department's consent to a Change in Control as required by clause 45.5; or
 - (b) provide the Department with any information required by the Department in accordance with clause 45.7,
- the Department may do either or both of the following:
- (c) take action under clause 52.2; or
 - (d) terminate this Deed under clause 56.

46. Provider's Personnel

- 46.1 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 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.
- 46.2 For the purposes of clause 46.1, if the Provider is unable to provide replacement Personnel who are acceptable to the Department, the Department may terminate this Deed under clause 56.
- 46.3 The Provider must provide for, and ensure that its Personnel participate in, any training as directed by the Department.

47. External administration

- 47.1 Without limiting any other provisions of this Deed, the Provider must provide the Department, immediately upon receipt or generation by the Provider, a copy of:

- (a) any notice requiring the Provider to show cause why the Provider should not come under any form of external administration referred to in clause 47.1(b);
 - (b) any record of a decision of the Provider, notice or orders that the Provider has, or will, come under one of the forms of external administration referred to in:
 - (i) Chapter 5 of the *Corporations Act 2001* (Cth);
 - (ii) the equivalent provisions in the incorporated associations legislation of the Australian states and territories; or
 - (iii) Chapter 11 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth);
 - (c) any statutory demand within the meaning of sections 459E and 459F of the *Corporations Act 2001* (Cth);
 - (d) any proceedings initiated with a view to obtaining an order for the Provider's winding up;
 - (e) any 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;
 - (f) any 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
 - (g) being an individual, any notice that the Provider has become bankrupt or has entered into a scheme of arrangement with his or her creditors.
- 47.2 The Provider must, immediately upon the event happening, give Notice to the Department that the Provider:
- (a) has decided to place itself, or has otherwise come under, any one of the forms of external administration, referred to in clause 47.1(b); or
 - (b) is ceasing to carry on business.

48. Subcontracting

- 48.1 The Provider must not, without the Department's prior written approval:
- (a) enter into a Subcontract for the performance of any of its obligations under this Deed;
 - (b) terminate a Subcontractor who has been approved by the Department; or
 - (c) replace an approved Subcontractor with another Subcontractor.
- 48.2 In giving approval under clause 48.1, the Department may impose such terms and conditions as the Department thinks fit and the Provider must comply with any such terms and conditions.
- 48.3 The Subcontractors that the Department has approved at the Deed Commencement Date, and any terms and conditions relating to their use, are identified in items 6.10 and 8.12 of Schedule 1.
- 48.4 The Provider must ensure that any arrangement it enters into with a Subcontractor is in writing.

- 48.5 The Provider is liable to the Department for all losses caused under, or in connection with, this Deed by the acts or omissions of any Subcontractor whether or not the relevant entity is a current Subcontractor.
- 48.6 The Provider must ensure that every Subcontractor is aware of all terms and conditions of this Deed relevant to the Subcontractor's part in the provision of the Services.
- 48.7 The Provider must pay its Subcontractors in accordance with the terms of the relevant Subcontract.
- 48.8 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 cease using that Subcontractor and arrange for its replacement by Personnel or another Subcontractor acceptable to, and approved by, the Department.
- 48.9 The Provider must, in any Subcontract:
- (a) reserve a right of termination to take account of the Department's right of termination under clauses 55 and 56 and the Department's right of revocation of approval of a Subcontractor under clause 48.8, 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; and
 - (b) bind the Subcontractor, with respect to the Department, to all relevant terms and conditions of this Deed including clauses 35, 36, 37, 40, 42, 63, and 69.
- 48.10 The Provider must not enter into a Subcontract under this Deed with a Subcontractor named by the Director of the Workplace Gender Equality Agency as an employer currently not complying with the *Workplace Gender Equality Act 2012* (Cth).
- 48.11 The Department may publically disclose the names of any Subcontractors engaged to perform any of the Provider's obligations under this Deed.
- 48.12 The Provider must inform all Subcontractors that their participation in performing any of the Provider's obligations under this Deed may be publically disclosed.
- 48.13 If the Provider does not comply with this clause 48, the Department may:
- (a) take action under clause 52.2; or
 - (b) terminate this Deed under clause 56.

49. Assignment and novation

- 49.1 The Provider must not assign any of its rights under this Deed without the Department's prior written approval.
- 49.2 The Provider must not enter into an arrangement that will require the novation of this Deed, without the Department's prior written approval.

Section A4.3 – Resolving Problems

50. Dispute Resolution

- 50.1 Each Party agrees that they will:
- (a) only seek to rely on this clause in good faith, and only where the Party seeking to rely on this clause has made a reasonable assessment that the rights and

obligations of the Parties in respect of a matter subject to this clause 50, are genuinely in dispute; and

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

Informal resolution

- 50.2 Subject to clause 50.5, 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 the Joint Charter of Deed Management.

Formal resolution

- 50.3 Subject to clause 50.5, if any dispute arising in relation to this Deed cannot be resolved using the process in clause 50.2, the Parties will use the following process:

- (a) the Party claiming that there is a dispute will give the other Party a Notice setting out the nature of the dispute;
- (b) within five Business Days of receipt of the Notice under clause 50.3(a), each Party will nominate a representative who has not been previously involved in the dispute;
- (c) the Parties' representatives will try to settle the dispute by direct negotiation between them;
- (d) if the dispute is not resolved within 10 Business Days of the date on which the last Party to do so nominates a representative under clause 50.3(b), the Party claiming that there is a dispute will refer the dispute to an independent third person, as agreed between the Parties, with power to mediate and recommend some form of non-binding resolution;
- (e) if the dispute is not resolved within 10 Business Days of the date on which the dispute was referred to an independent third person in accordance with clause 50.3(d), the Party claiming that there is a dispute will refer the dispute to an independent third person, as agreed between the Parties, with power to intervene and direct some form of resolution, in which case the Parties will be bound by that resolution; and
- (f) if:
 - (i) agreement on an independent third person cannot be reached under clauses 50.3(d) or 50.3(e); or
 - (ii) the dispute is not resolved within 20 Business Days of referring the dispute to an independent third person pursuant to clause 50.3(e),either Party may commence legal proceedings.

Costs and application of this clause

- 50.4 Each Party will bear its own costs of complying with this clause 50, and the Parties must bear equally the cost of any independent third person engaged under clauses 50.3(d) and 50.3(e).

- 50.5 This clause 50 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 15, 16, 19, 20, 21, 23, 28, 29, 32, 38, 40, 45, 46, 48, 51, 52, 53, 54, 55, 56, 101 or 132;
 - (c) where the Department is conducting its own breach of contract or fraud 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.
- 50.6 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.

51. Provider suspension

- 51.1 Without limiting the Department's rights under this Deed or at law, the Department may, in addition to taking any other action available to it under clause 52, and prior to taking action under clause 56, take action under clause 52.2(a), 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, including achievement against the Employment Provider Services KPIs or the NEIS KPIs, as relevant, 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 fraudulent activity, and while the Department investigates the matter.
- 51.2 Notwithstanding any action taken by the Department under clause 51.1, the Provider must continue to perform its obligations under this Deed, unless the Department agrees otherwise in writing.

52. Remedies

- 52.1 Without limiting any other rights available to the Department under this Deed or at law, 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 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 the Deed in whole or in part under clause 56; or

- (e) this Deed otherwise provides for the Department to exercise rights under clause 52.2,

the Department may, at its absolute discretion and by providing Notice to the Provider, immediately exercise one or more of the remedies set out in clause 52.2.

52.2 The remedies that the Department may exercise are:

- (a) suspending any or all of the following, until otherwise Notified by the Department:
 - (i) Referrals in respect of some or all of the Services, including at some or all Sites;
 - (ii) any Payment under this Deed, in whole or in part;
 - (iii) access to the Employment Fund; and/or
 - (iv) access to all or part of the Department's IT Systems for the Provider, any Personnel, Subcontractor, Third Party IT Vendor, External IT System and/or other person;
- (b) terminating, or requiring the cessation of all access to the Department's IT Systems for any particular Personnel, Subcontractor, Third Party IT Vendor, External IT System or any other person;
- (c) requiring the Provider to obtain new logon IDs for any Personnel, Subcontractor, Third Party IT Vendor and/or other person, and if so required, the Provider must promptly obtain such new logons;
- (d) imposing special conditions on:
 - (i) the claiming or making of Payments;
 - (ii) access to the Employment Fund; and/or
 - (iii) the management of Records,as the Department thinks fit, and the Provider must comply with any such special conditions;
- (e) reducing or not paying specific Payments that would otherwise have been payable in respect of a relevant obligation;
- (f) reducing the total amount of any Payments, permanently or temporarily;
- (g) where the Department has already made Payments, recovering, at the Department's absolute discretion, but taking into account the extent and nature of the breach, some or all of those Payments, as a debt;
- (h) imposing additional financial or performance reporting requirements on the Provider;
- (i) reducing Business Share (including to zero in one or more Employment Regions, and by reducing Referrals to the Provider or transferring Participants to another Employment Provider);
- (j) reducing the number of NEIS Places allocated to the Provider, where relevant, permanently or temporarily;
- (k) reducing the scope of this Deed; and

- (l) taking any other action set out in this Deed.
- 52.3 If the Department takes any action under this clause 52:
 - (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.
- 52.4 For the avoidance of doubt, any reduction of Business Share, NEIS Places, Payments or the scope of this Deed under this clause 52 does not amount to a reduction of scope or termination for which compensation is payable.

53. Performance under past Commonwealth agreements

- 53.1 Where the Provider was engaged to deliver services under the Employment Services Deed 2012-2015 or any other employment services or employment related services agreements in operation within seven years prior to 1 July 2015 between the Provider and the Commonwealth (**'a past Commonwealth agreement'**) and the Department determines that the Provider:
 - (a) has failed to fulfil, or was in breach of, any of its obligations under a past Commonwealth agreement; or
 - (b) without limiting clause 53.1(a), claimed payment(s) under a past Commonwealth agreement and the requirements under the past Commonwealth agreement to be entitled to, or to qualify for the payment(s) were not fully or properly satisfied by the Provider,

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

 - (c) exercise one or more of the remedies set out in clause 52.2 of this Deed; or
 - (d) terminate this Deed, if the failure, breach, or conduct under clause 53.1(a) or (b) permitted the Commonwealth to terminate the relevant past Commonwealth agreement.
- 53.2 A termination of this Deed under clause 53.1(d) entitles the Department to claim damages from, and exercise any other rights against, the Provider as a result of that termination, including Liquidated Damages under clause 54, as if the termination was for a breach of an essential term of the Deed at law.
- 53.3 Any action taken by the Department under this clause 53 does not in any way limit any rights of the Department under a past Commonwealth agreement, under this Deed (including, but not limited to, rights in relation to debts and offsetting under clause 21) or at law.

54. Liquidated damages

- 54.1 Without limiting any other rights available to the Department under this Deed or the law, 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 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 for Payments as specified in this clause at any time in a Financial Year,

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

- (c) where clause 54.1(a) applies, \$25,000 per limited tender or other process (excluding open tender) acceptable to the Department, and \$50,000 per open tender, used to secure an alternative Employment Provider acceptable to the Department; and
- (d) where clause 54.1(b) applies:
 - (i) \$3,000, where the Department identifies that the Provider has made 100 to 149 invalid claims in a Financial Year;
 - (ii) \$6,250, where the Department identifies that the Provider has made 150 to 199 invalid claims in a Financial Year;
 - (iii) \$9,750, where the Department identifies that the Provider has made 200 to 249 invalid claims in a Financial Year; and
 - (iv) \$13,500, where the Department identifies that the Provider has made 250 or more invalid claims in a Financial Year, and for every 50 invalid claims the Department identifies that the Provider has made in excess of 250 in a Financial Year, an additional amount of \$3,750 per 50 such invalid claims will apply.

Note 1: for the purposes of clause 54.1(b) and (d), and by way of example, the total amount payable for 350 invalid claims made in a Financial Year would be \$21,000.

Note 2: for the purposes of clause 54.1(b) and (d), the amount of Liquidated Damages that the Department may require the Provider to pay at a particular time will depend on whether the number of invalid claims are identified by the Department at one time, or at various times throughout the relevant Financial Year. For example, if the Department identifies that the Provider has made 100 invalid claims during the first three months of a Financial Year and requires the Provider to pay Liquidated Damages in the amount of \$3,000, and later determines that the Provider has made a further 100 invalid claims in the relevant Financial Year, the Department may only require the Provider to pay the difference between the amounts specified at clauses 54.1(d)(iii) and 54.1(d)(i), namely \$6,750 (that is, the Provider would be liable to pay \$9,750 to the Department for that Financial Year in total).

54.2 Where clause 54.1(a) or (b) applies, the Parties agree that all relevant loss and damage 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 loss incurred by the Commonwealth in relation to:

- (a) in the case of clause 54.1(a), identifying, selecting and entering into contractual relations with an alternative Employment Provider to provide services at the relevant Site(s), and transferring Participants, records, monies and relevant materials to the alternative Employment Provider; and
- (b) in the case of clause 54.1(b), the administrative costs in processing and resolving invalid claims for Payments.

54.3 For the avoidance of doubt:

- (a) clause 54.1(a) does not apply where the Department reallocates business at the relevant Site(s) without going to tender;
- (b) clause 54.1(b) does not apply where the Provider self identifies invalid claims for Payments 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 21, if and when the Commonwealth Notifies the Provider that it elects to recover the Liquidated Damages as a debt under clause 21.

55. Termination or reduction in scope with costs

55.1 The Department may, at any time by Notice to the Provider, terminate this Deed in whole or in part, or reduce the scope of any part, or all of this Deed, without prejudice to the rights, liabilities, or obligations of either Party accruing before the date on which the termination or reduction takes effect.

55.2 If this Deed is terminated in whole or part or reduced in scope under this clause 55.1, the Department is only liable for:

- (a) payment of Fees as set out in clause 55.3; and
- (b) subject to clauses 55.6, 55.7, 55.8 and 55.9, any reasonable, unavoidable costs actually incurred by the Provider and directly attributable to the termination, in whole or in part, or a reduction in scope of this Deed.

Payments

55.3 Subject to clause 55.4, where the Department terminates this Deed in whole or in part or reduces the scope of this Deed, under clause 55.1:

- (a) the Department will only be liable to make Payments which are properly due to the Provider before the date on which the termination or reduction in scope takes effect;
- (b) any Payments that would have been Payments in advance will abate according to the extent that they relate to the conduct of the Services after the date on which the termination or reduction in scope takes effect; and
- (c) the Department will be entitled to recover from the Provider any Payments paid in advance that relate to the conduct of the Services after the date on which the termination or reduction in scope takes effect.

Reimbursements

55.4 Where the Department terminates this Deed in whole or in part, or reduces the scope of this Deed, under clause 55.1, the Department will only be liable to make Reimbursements to the extent that relevant monies have been legally committed by the Provider before receipt of the notice of termination, or as otherwise commensurate with any reduction in scope of any part, or all of this Deed.

Provider's obligations

- 55.5 Upon receipt of a Notice of termination or reduction in scope under this clause 55, the Provider must:
- (a) cease or reduce the performance of this Deed in accordance with the Notice;
 - (b) not legally commit any further monies;
 - (c) immediately return to the Department any Payments in accordance with clause 55.3(c);
 - (d) immediately do everything possible to mitigate all losses, costs, and expenses, arising from the termination or reduction in scope contained in the Notice; and
 - (e) continue work on any part of the Services not affected by the Notice.

Abatement of the Payments

- 55.6 If there is a reduction in scope of this Deed, the Department's liability to pay any part of the Payments will, unless otherwise agreed, abate proportionately to the reduction in the obligations under this Deed.

Limit on compensation

- 55.7 The Department's liability to pay any compensation under or in relation to this clause 55 is subject to the Provider's:

- (a) strict compliance with this clause 55; and
- (b) substantiation of any amounts claimed under clause 55.3.

- 55.8 The Department will not be liable:

- (a) to pay compensation for loss of prospective profits attributable to a termination or reduction in scope under this clause 55;
- (b) for loss of any benefits that would have been conferred on the Provider had a termination or a reduction in scope made under this clause 55 not occurred; or
- (c) for 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 made under this clause 55.

- 55.9 In addition, in relation to a reduction in scope under this clause 55, 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; 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 reduction in scope takes place.

- 55.10 If the Department terminates, or reduces the scope of, this Deed under this clause 55:

- (a) the Department's actions will not constitute a breach of this Deed; and

- (b) the Parties agree that the amounts payable to the Provider under this clause 55, represent a reasonable pre-estimate of any loss that may be incurred by the Provider.

56. Termination for default

- 56.1 The Department may terminate this Deed in whole or in part, by giving Notice to the Provider, if any of the following events or matters arise:
- (a) 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);
 - (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) the Provider fails to comply with a statutory demand within the meaning of sections 459E and 459F of the *Corporations Act 2001* (Cth);
 - (d) to the extent permitted by law, any event referred to in clause 47 occurs, other than an event under clause 47.1(c);
 - (e) the Department becomes aware of any information which indicates that, prior to entering into this Deed, the Provider has, including in any tender response to the request for tender for this Deed:
 - (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, andthe Department is satisfied that such information may have affected the Department's decision to enter into this Deed or any action taken by the Department under this Deed;
 - (f) notice is served on the Provider or proceedings are taken to cancel its incorporation or cancel its registration or to dissolve the Provider as a legal entity; or

Note: For the avoidance of doubt, clause 56.1(f) does not apply where a Provider has transferred its incorporation or registration in accordance with the legislation under which it is incorporated or registered.

- (g) the Department becomes expressly entitled to terminate this Deed under any other provision of this Deed (excluding clause 55) including under any other provision of this Deed which gives the Department the right to terminate under this clause 56.
- 56.2 Subject to clause 56.3, where the Department terminates this Deed in whole or in part under clause 56.1:
- (a) the Department is liable to pay Payments and entitled to recover Payments as set out in clause 55.3; and
 - (b) clauses 55.4 and 55.5 apply as if the Deed were terminated in accordance with clause 55.1.

- 56.3 Clause 56.1 does not limit or exclude any of the Department's other rights under this Deed or at law, including the right to recover any other amounts from the Provider on termination of this Deed, the right to reduce (including to zero) payments due on termination on the basis of breach or poor performance, or any rights of offset.

Section A4.4 – Other matters

57. Transition out

Transition Period

- 57.1 The Department may Notify the Provider of a Transition Period at any time and for any reason.
- 57.2 If there is:
- (a) any form of procurement or other process after the Deed Commencement Date, under which the Commonwealth seeks the delivery of the Services or services similar to the Services for a new period commencing on or after the Completion Date, and the Provider:
 - (i) does not submit a response to this process;
 - (ii) refuses an offer to provide further services;
 - (iii) is not successful in obtaining a further agreement;
 - (iv) is successful in obtaining a subsequent agreement, but the subsequent agreement does not require the Provider to provide the Services, or services similar to the Services, on the same or similar terms and conditions for which the Provider is contracted to deliver Services under this Deed,from the date of the announcement of the allocation of agreements or business to new Employment Providers, or earlier if both Parties agree; or
 - (b) any other situation in which the Provider will not be providing the same level of services to the Department on or after the Completion Date,
- the Department may, at its absolute discretion, Notify the Provider that:
- (c) the Department is ceasing or reducing the number of Referrals to the Provider, or in the case of a NEIS Provider, the number of NEIS Places;
 - (d) the Services, or a part of the Services, are not to be provided; and/or
 - (e) 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.
- 57.3 Unless notified otherwise by the Department, the Provider must, during the Transition Period, continue to provide all Services which is it required to provide under this Deed.
- 57.4 If the Provider will be providing services to the Department similar to the Services on or after the Completion Date, the Department may, during the Transition Period:
- (a) increase the number of Referrals and transfer Participants to the Provider;
 - (b) negotiate with the Provider in relation to gap filling in accordance with clause 13;
- and

- (c) take any other action to facilitate transition of business or Participants to the Provider, or to transition the Provider to services on or after the Completion Date.

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

- 57.5 The Provider must, if directed by the Department, provide sufficient assistance and cooperation to any person nominated by the Department to enable services to continue to be provided to Participants who are transferred to another employment services provider:
- (a) on the termination of this Deed in whole or in part before the Completion Date;
 - (b) at the Completion Date;
 - (c) in accordance with clauses 80 and 81; or
 - (d) at any time for any other reason.
- 57.6 The sufficient assistance and cooperation the Provider must provide under clause 57.5 includes complying with the Department's directions in relation to:
- (a) the transfer or destruction 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 person nominated by the Department, or to the Department.

58. Indigenous Procurement Policy

- 58.1 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.
- 58.2 For the purposes of clause 58.1(a), purchases from Indigenous Enterprises may be in the form of engagement of an Indigenous Enterprise as a Subcontractor, and/or use of Indigenous Enterprises in the Provider's supply chain.

Note 1: 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 (for further information, see the Indigenous Procurement Policy <https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp>).

59. Aboriginal and Torres Strait Islander peoples

- 59.1 The Provider must:
- (a) by 1 July 2015, develop an indigenous employment strategy which is designed to attract, develop, and retain Aboriginal or Torres Strait Islander persons as employees within the Provider's Own Organisation;
 - (b) implement and maintain that strategy for the Term of this Deed; and
 - (c) provide a copy of this strategy to the Department on request.
- 59.2 The Provider must work in partnership with Jobs, Land and Economy Programme 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.

- 59.3 The Provider may enter into agreements with relevant Jobs, Land and Economy Programme 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 Programme projects.

60. Acknowledgement and promotion

- 60.1 The Provider must:

- (a) in all publications, and in 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 promotion and style guidelines issued by the Department;
 - (ii) use badging and signage in accordance with any Guidelines; and
 - (iii) acknowledge the financial and other support the Provider has received from the Commonwealth, in the manner consistent with any Guidelines; and
- (b) deliver to the Department (at the Department's request and at the Provider's own cost) copies of all promotional, publicity and advertising Materials that the Provider has developed for the purposes of this Deed.

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

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

- 61.1 The Department may, by any means, publicise and report on the Services and on the awarding of this Deed to the Provider, including the name of the Provider, the amounts of Fees paid, or expected to be paid to the Provider, and a description of the Services.
- 61.2 Where the Department identifies best practice on the part of the Provider, the Department may disseminate advice of such best practice to any other person, including other Employment Providers or NEST Providers.

62. Conflict of interest

- 62.1 The Provider warrants that, to the best of its knowledge and belief after making diligent inquiries, at the Deed Commencement Date, no Conflict exists, or is likely to arise, in the performance of its obligations under this Deed.
- 62.2 The Provider must not during this Deed enter into, or engage in, any arrangement, scheme or contract, however described, which may cause a Conflict in the performance of its obligations under this Deed.
- 62.3 If, during the Term of this Deed, a Conflict arises, or is likely to arise, including as determined and Notified by the Department, the Provider must:
- (a) immediately Notify the Department of the Conflict and the steps that the Provider proposes to take to resolve or otherwise deal with the Conflict;

- (b) make full disclosure to the Department of all relevant information relating to the Conflict; and
 - (c) take such steps as the Department may reasonably require to resolve or otherwise deal with the Conflict.
- 62.4 If the Provider:
- (a) fails to take action in accordance with this clause 62; and/or
 - (b) is unable or unwilling to resolve or deal with the Conflict as reasonably required by the Department,
- the Department may terminate this Deed under clause 56.

63. Negation of employment, partnership and agency

- 63.1 The Provider, its Personnel, agents, Subcontractors and Third Party IT Vendors are not, by virtue of this Deed or any Subcontract, or for any purpose, deemed to be, Department Employees, agents or subcontractors or otherwise able to bind or represent the Commonwealth.
- 63.2 Subject to this Deed, the Provider must not represent itself, and must ensure that its Personnel, agents, Subcontractors and Third Party IT Vendors do not represent themselves, as being Department Employees, agents or subcontractors or as otherwise able to bind or represent the Commonwealth.

64. Waiver

- 64.1 If either Party does not exercise (or delays in exercising) any rights under this Deed, that failure or delay does not operate as a waiver of those rights.
- 64.2 A single or partial exercise by either Party of any of its rights under this Deed does not prevent the further exercise of any right.
- 64.3 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.
- 64.4 In this clause 64, 'rights' means rights provided by this Deed, or at law.

65. Severance

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

66. Entire agreement

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

67. Variation of Deed

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

68. Applicable law and jurisdiction

- 68.1 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.
- 68.2 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.

69. Compliance with laws and government policies

- 69.1 The Provider must, in carrying out its obligations under this Deed, comply with:
- (a) all relevant laws and requirements of any Commonwealth, state, territory or local authority, including the WHS Laws and the *Workplace Gender Equality Act 2012* (Cth); and
 - (b) any Commonwealth policies Notified by the Department to the Provider in writing, referred to or made available by the Department to the Provider (including by reference to an internet site), including any listed in this Deed.
- 69.2 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)

- 69.3 Clauses 69.4 to 69.5 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').
- 69.4 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.
- 69.5 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

- 69.6 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 person having authority under the WHS Laws to do so;
 - (c) communicate, consult 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; and
 - (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 person under the WHS Laws, within 24 hours of receiving any such notice or correspondence.

69.7 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.

70. Use of interpreters

70.1 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.

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

- 70.3 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.
- 70.4 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.

71. Notices

- 71.1 A Party giving Notice or Notifying under this Deed must do so in writing, or by email, addressed to the Account Manager or the Contact Person, as relevant, and if:
- (a) in writing, the Notice must be hand delivered or sent by pre-paid post to the street address;
 - (b) by email, the Notice must be sent to the email address of the Account Manager or the Contact Person, as relevant.
- 71.2 A Notice given in accordance with clause 71.1 is taken to be received:
- (a) if hand delivered, on delivery;
 - (b) if sent by pre-paid post, 5 Business Days after the date of posting, unless it has been received earlier; and
 - (c) if sent by email, upon actual receipt by the addressee.
- 71.3 For the purposes of this clause 71, the Account Manager's and the Contact Person's address details are as specified in items 1 and 2 of Schedule 1.

Annexure A1 – Definitions

Social Security Law definitions

The terms **‘Carer Payment’**, **‘Disability Support Pension’**, **‘Income Support Payment’**, **‘JobSeeker Payment’**, **‘Mutual Obligation Failure’**, **‘Newstart Allowance’**, **‘Parenting Payment’**, **‘Partial Capacity to Work’**, **‘Partner Service Pension’**, **‘Pension Age’**, **‘Principal Carer’**, **‘Reasonable Excuse’**, **‘Reconnection Requirement’**, **‘Unemployment Failure’**, **‘Work Refusal Failure’** and **‘Youth Allowance’** have, or where relevant, had, the meanings given to them, respectively and in their decapitalised form, in the *Social Security Act 1991* (Cth) or the *Social Security (Administration) Act 1999* (Cth) (as relevant).

The term **‘Demerit’** has the meaning given to it, in its decapitalised form, in an instrument made under section 42AR of the *Social Security (Administration) Act 1999* (Cth) dealing with Mutual Obligation Failures.

General definitions

‘4 Week Period’ means, for Employment which satisfies the requirements of an Employment Outcome, a period of 4 Consecutive Weeks:

- (a) from the Employment Outcome Start Date; and
- (b) which does not overlap with the Outcome Period for any other Outcome that has been claimed in relation to the relevant Stream Participant by any Employment Provider or NEST Provider, except a 12 Week Period that begins from the same Employment Outcome Start Date or as otherwise provided in any Guidelines.

‘12 Week Period’ means, for Employment which satisfies the requirements of an Employment Outcome, a period of 12 Consecutive Weeks:

- (a) from the Employment Outcome Start Date; and
- (b) which does not overlap with the Outcome Period for any other Outcome that has been claimed in relation to the relevant Stream Participant by any Employment Provider or NEST Provider, except a 4 Week Period that begins from the same Employment Outcome Start Date or as otherwise provided in any Guidelines.

‘26 Week Period’ means, for Employment which satisfies the requirements for an Employment Outcome, a period of 14 Consecutive Weeks which:

- (a) follows and is in addition to the completion of a 12 Week Period; and
- (b) does not overlap with the Outcome Period for any other Outcome that has been claimed in relation to the relevant Stream Participant by any Employment Provider or NEST Provider, except as otherwise provided in any Guidelines.

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

‘Aboriginal or Torres Strait Islander person’ means a person 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 an Aboriginal and/or Torres Strait Islander person; and
- (d) is accepted as such in the community in which the person lives or has lived.

‘Acceptable Reason’ means that a Fully Eligible Participant (Mutual Obligation):

- (a) has notified the Provider, before the start time scheduled for a Mutual Obligation Requirement, that the Participant is unable to satisfy the Mutual Obligation Requirement; and
- (b) the Provider is satisfied that the Participant has a Valid Reason for being unable to satisfy the Mutual Obligation Requirement.

‘Access’ includes access or facilitation of access (whether directly or indirectly), traverse, view, use, or interface with, Records or the Department’s IT Systems.

‘Account Manager’ means the person for the time being holding, occupying or performing the duties of the position specified in item 1 of Schedule 1, who has authority to receive and sign Notices and written communications for the Department under this Deed.

‘Activity’ means an activity approved by the Department and specified in Section B3.2 and any Guidelines.

‘Activity Host Organisation’ means an organisation that hosts an Activity, but does not include:

- (a) a Launch into Work Organisation in relation to its delivery of a Launch into Work Placement;
- (b) an EST Provider in relation to its delivery of an EST Course;
- (c) a CTA Provider in relation to its delivery of a CTA Course;
- (d) an LJP Activity Host in relation to its delivery of an LJP Activity; or
- (e) a SEE Provider in relation to its delivery of a SEE Training Course.

Note: For the avoidance of doubt, where applicable, an Activity Host Organisation could include a Related Entity or the Provider.

‘Activity Host Organisation Agreement’ means a written and signed agreement between the Provider and an Activity Host Organisation in relation to the provision of Activities, in accordance with any Guidelines.

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

‘Administration Fees’ means the Fees, set out in Table 2A in Annexure B2, paid in accordance with clause 123 for the provision of all Employment Provider Services except those expressly related to HTS jobactive Outcomes, Employment Outcomes and Education Outcomes.

‘Administration Fee Period’ means a sequential period of six months during the Payment Period.

‘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.

‘Annual Activity Requirement’ means the number of hours that a Fully Eligible Participant must participate in Activities in the Work for the Dole Phase, as specified in any Guidelines or otherwise advised by the Department.

‘Appointment’ means a date and time for a Contact recorded in the Electronic Calendar.

‘Assessment’ means a formal assessment of a Stream Participant’s level of disadvantage (which, among other things, determines the Stream under which Services will be provided to the Stream Participant) conducted by:

- (a) Services Australia, using the JSCI and/or an ESAt or JCA;
- (b) a Provider, using the JSCI; or
- (c) a Stream Participant, using the Job Seeker Snapshot.

‘Asset’ means any item of tangible property which has a value equal to or greater than \$1,000 inclusive of GST (at the time it is purchased) and is purchased with the use of a Work for the Dole Fee and/or a DES Work for the Dole Payment for the purpose or as a result of a Group Based Activity, including where the Provider is acting as the Activity Host Organisation.

Note 1: For the avoidance of doubt, and subject to any Guidelines, Asset does not include property provided for the exclusive and individual use of a Fully Eligible Participant or a third party.

Note 2: Fixed items created for the purpose or as a result of the Work for the Dole activity are not an Asset (e.g. a pergola, pathway, fixed fence or other structure).

‘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 person appointed to the position of that name and responsible for the administration of the Privacy Act under relevant legislation.

‘Authorised Officer’ means a person who is an ‘authorised officer’ as defined under the *Public Interest Disclosure Act 2013* (Cth).

‘Basic Rate’ has the meaning given to the term ‘basic rate’ by the *Social Security Act 1991* (Cth), where the term applies in relation to the payment of Income Support Payments.

‘Broker’ means to acquire Activities from an Activity Host Organisation or a Supervisor, without the payment of money, and in accordance with any Guidelines.

‘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.

‘Business Share’ means, in relation to Employment Provider Services, the proportion of Fully Eligible Participants for each Employment Region specified in item 6.2 of Schedule 1.

‘Capability Assessment’ means an assessment by Services Australia to ensure that the Mutual Obligations Requirements specified in the Participant’s Job Plan are appropriate to their circumstances and the Participant is capable of meeting them.

‘Capability Interview’ means a contact between an Employment Provider, Other Program Provider or the Digital Services Contact Centre, and a jobactive or Other Program participant, as relevant, to ensure that the Mutual Obligation Requirements specified in the

participant's Job Plan or other employment pathway plan under the *Social Security Act 1991* (Cth) are appropriate to their circumstances and the participant is capable of meeting them.

'Capability Management Tool' means the tool used by Providers to review a Stream Participant's barriers and vulnerability indicators, and to recommend interventions and services.

'Career Transition Assistance' or **'CTA'** means the services provided by CTA Providers.

'Case Management Phase' means the SPI Case Management Phase, Stream A Case Management Phase, Stream B Case Management Phase and Stream C Case Management Phase.

'Certification Audit' means an audit of the Provider, undertaken by a Quality Auditor in accordance with any Guidelines, to determine whether the Provider adheres to the Quality Principles.

'Certification Report' means a complete and unedited report by a Quality Auditor resulting from a Certification Audit.

'Change in Control' means:

- (a) subject to paragraph (b) below, in relation to a Corporation, a change in any of the following:
 - (i) Control of more than one half of the voting rights attaching to shares in the Corporation, whether due to one or a series of transactions occurring together or on different occasions;
 - (ii) Control of more than one half of the issued share capital of the Corporation, whether due to one or a series of transactions occurring together or on different occasions, excluding any part of the issued share capital which carries no right to participate beyond receipt of an amount in the distribution of either profit or capital; or
 - (iii) Control of 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;
- (e) in relation to a Tendering Group:

- (i) any change in the membership of the Tendering Group;
- (ii) a change of the lead member of the Tendering Group, if the Tendering Group has appointed a lead member for the purposes of this Deed; or
- (iii) a Change in Control as defined in paragraphs (a) to (d) above in any member of the Tendering Group.

‘Change of Circumstances Reassessment’ means a reassessment of a Stream Participant’s level of disadvantage, which is arranged in accordance with clause 79 and results in specification of the Stream in which Employment Provider Services will be provided to the Stream Participant.

‘Child’ means a person under the age of 18 years, and ‘Children’ has a corresponding meaning.

‘Child-Related Personnel’ means any Personnel or Supervisor involved, or who may be involved, with the Services, including any Activity (other than EST, CTA, a Launch into Work Placement or an LJP Activity), 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 8.1A and 8.1B of the Deed.

‘Claims Processing Training’ means the online training provided by the Department for Providers in relation to the processing of claims for Payment.

‘Commence’ or **‘Commencement’** means for Stream Participants, the time at which the Provider has recorded either the completion of the Initial Interview (which includes entering into, or updating, a Job Plan, as relevant) or the completion of an Initial Interview for a New Stream, whichever is relevant, on the Department’s IT Systems.

‘Commercially Viable’ means that a NEIS Business is likely to provide a net income of at least equal to the single 22 or over, no children Basic Rate of JobSeeker Payment, or such other rate as advised by the Department in writing, by the end of 52 weeks from commencement on NEIS Assistance for each NEIS Participant in the business.

‘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 General Guidelines](https://www.pmc.gov.au/government/commonwealth-coat-arms) (<https://www.pmc.gov.au/government/commonwealth-coat-arms>).

‘Commonwealth Material’ means any Material provided by the Department to the Provider for the purposes of this Deed and Material which is copied or derived from Material so provided, and includes Commonwealth Records.

‘Commonwealth Records’ means any Records provided by the Department to the Provider for the purposes of this Deed, and includes Records which are copied or derived from Records so provided.

‘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.

‘Community Support Project’ means an activity which may occur on private property and which contributes to recovery efforts following a disaster event in local communities, or an

activity for nationally significant projects at a local level, as specified in any Guidelines or advised by the Department.

‘Competent Person’ means a person 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 Placement’ means an Activity arranged by a Workshop Provider and an Employment Provider for a Stream Participant who has completed a Workshop in accordance with clauses 97.2 and 107.1A.

‘Complementary Service’ means an employment or training program administered by the Commonwealth, including the Department, or provided by a state or territory government (including by state or territory government funded providers), as advised by the Department, which the Provider may access to provide additional specialised assistance to a Fully Eligible Participant.

‘Complete’ or **‘Completed’** means, in relation to a PaTH Internship, that the relevant PaTH Intern has Participated in the PaTH Internship for the full PaTH Internship Period.

‘Completion Date’ means either:

- (a) the day after 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 after the day on which this Deed is terminated.

‘Compliance Activities’ means intensive activities of 200 hours over eight weeks at 50 hours per fortnight, generally with some participation required every Business Day, or as otherwise directed by Services Australia.

‘Compliance Indicator’ means an indicator to assess whether claims for Payments have been made and processed, and the Services have been conducted, in compliance with this Deed, as calculated by the Department at its absolute discretion.

‘Condition of Offer’ means a condition placed by the Department on its offer of this Deed to the Provider.

‘Confidential Information’ means all information that the Parties agree to treat as confidential by Notice to each other after the Deed Commencement Date; or that the Parties know, or ought reasonably to know, is confidential to each other.

‘Conflict’ refers to a conflict of interest, or risk of a conflict of interest, or an apparent conflict of interest arising through the Provider engaging in any activity or obtaining any interest that may interfere with or restrict the Provider in performing the Services to the Department fairly and independently.

‘Conformity Assessment Body’ means a third party assessment organisation appointed by the Department to its QAF Auditor List.

‘Connections for Quality Indicator’ means an indicator, specified as such in any Guidelines, that demonstrates linkages to wrap around servicing, engagement with Employers and services offered to Participants, particularly those with multiple disadvantages.

‘Consecutive Weeks’ means a continuous period of weeks broken only by one or more Permissible Breaks, except in the case of Partial Outcomes where no Permissible Breaks are permitted, 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 Stream Participant in accordance with clause 84.

‘Contact Person’ means the person specified in item 2 of Schedule 1 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 2001* (Cth).

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

‘Corrective Action Plan’ means a plan developed by the Provider, in accordance with any Guidelines and agreed by the Quality Auditor, for the purposes of addressing one or more Non-conformances.

‘Customer’ includes a Participant, potential Participant, Employer and any other user of the Services.

‘CTA Course’ means a course delivered by a CTA Provider that provides Participants with Career Transition Assistance as described in the Career Transition Assistance Trial Panel Deed 2018-2022 or as described in the Career Transition Assistance Panel Deed 2019-2022, as the case may be.

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

‘CTA National Rollout’ means the establishment of the Career Transition Assistance Panel in respect of each Employment Region other than the CTA Trial Regions.

‘CTA Provider’ means an entity that is a party to a Career Transition Assistance Trial Panel Deed 2018-2022 with the Department, or an entity that is a party to a Career Transition Assistance Panel Deed 2019-2022 with the Department, as the case may be, and includes that entity’s Personnel, successors and assigns, and any constituent entities of the CTA Provider’s organisation, and includes reference to a Tendering Group contracted under either the Career Transition Assistance Trial Panel Deed 2018-2022 with the Department or the Career Transition Assistance Panel Deed 2019-2022 with the Department, as the case may be.

‘CTA Trial’ means the Career Transition Assistance Trial to be conducted by the Department from 2 July 2018 to 30 June 2022.

‘CTA Trial Region’ means any of the following regions:

- (a) Ballarat, Victoria;
- (b) Somerset, Queensland;
- (c) Central West, New South Wales;
- (d) Adelaide South, South Australia; or
- (e) Perth North, Western Australia.

‘Cybersafety Policy’ means the Department’s policy of that name as specified at clauses 32.21 to 32.25.

‘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, all Annexures, the Schedules, any Guidelines and any documents incorporated by reference.

‘Deed Commencement Date’ means the later of 1 July 2015, or the date on which this Deed is signed by the last Party to do so.

‘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 paragraph (a) above; or
- (c) copied or derived from Material referred to in paragraphs (a) or (b); and

includes all Deed Records.

‘Deed Records’ means all Records:

- (a) developed or created or required to be developed or created as part of or for the purpose of performing this Deed;
- (b) incorporated in, supplied or required to be supplied along with the Records referred to in paragraph (a) above; or
- (c) copied or derived from Records referred to in paragraphs (a) or (b); and

includes all Reports.

‘Delegate’ means:

- (a) for a ParentsNext Participant, a person engaged by the ParentsNext Participant's ParentsNext Provider; and
- (b) for all other Stream Participants, a person engaged by the Provider, who is a delegate of the Secretary of the Department under the Social Security Law.

'Department' means the Commonwealth Department of Education, Skills and Employment 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.

'Department Employee' means an employee of the Commonwealth working for the Department and:

- (a) any person notified by the Department to the Provider as being a Department Employee; and
- (b) any person authorised by law to undertake acts on behalf of the Department.

'Department's IT Systems' means the Department's IT computer system accessible by a Provider, delivered as web-browser applications optimised for Internet Explorer 11, 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 by the Department. Relevant policies are available on the Department's IT Systems through the following path: Provider Portal > jobactive> Provider Operations > IT Security & Access, or at such other location as advised by the Department.

'DES Participant' means a person who is in receipt of services from a DES Provider.

'DES Provider' means a contracted provider of services under the Disability Employment Services Deed.

'DES Work for the Dole Payment' means an amount paid by a DES Provider to a Lead Provider in relation to the placement of a DES Participant in a Work for the Dole Place.

'Digital Services Contact Centre' means the service managed by the Department to provide support to NEST Participants, OES Participants and VOEST 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 a Vulnerable Youth, Vulnerable Youth (Student), or any other person identified in any Guidelines who does not have a Referral, in accordance with clause 78 or clause 127.5 and any Guidelines.

'Director' means any of the following:

- (a) a person appointed to the position of a director or alternate director, and acting in that capacity, of a body corporate within the meaning of the *Corporations Act 2001* (Cth) regardless of the name given to their position;

- (b) a member of the governing committee of an 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) a person who would be a director of the body corporate under paragraph (a) above if the body corporate were a body corporate within the meaning of the *Corporations Act 2001* (Cth);
- (e) a person who acts in the position of a director of a body corporate;
- (f) a person whose instructions or wishes the directors of a body corporate are accustomed to acting upon, and not simply because of the person's professional capacity or business relationship with the directors or the body corporate; and
- (g) a member of the board, committee or group of persons (however described) that is responsible for managing or overseeing the affairs of the body corporate.

'Disability Employment Services' means the services provided under the Disability Employment Services Deed administered by the Department of Social Services.

'Disability Employment Services Deed' means the agreement for the provision of Disability Employment Services with the Department of Social Services.

'Disability Support Pension Recipient (Compulsory Requirements)' means a Fully Eligible Participant who is in receipt of the Disability Support Pension, is under the age of 35, and has compulsory requirements.

'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.

'Drug Test Trial Participant' means a Stream Participant who is identified as a Drug Test Trial Participant in the Department's IT Systems.

'Drug Treatment' means relevant treatment for the use of drugs, as appropriate to the Drug Test Trial Participant's circumstances, prescribed by an appropriately qualified medical professional.

'DVA War Widow/er Pension' means a pension paid to a person:

- (a) under Part II or Part IV of the *Veterans' Entitlements Act 1986* (Cth); or
- (b) who is receiving the weekly amount mentioned in paragraph 234(1)(b) of the *Military Rehabilitation Compensation Act 2004*.

'Early School Leaver' means a person who falls within the meaning given to the term 'early school leaver' by the *Social Security Act 1991* (Cth) and who has early school leaver participation requirements under the Social Security Law.

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

‘Education Outcome’ means that a Stream Participant completes:

- (a) six months of a Qualifying Education Course;
- (b) a Qualifying Training Course that is 12 weeks or more in duration; or
- (c) a Qualifying Training Course that is less than 12 weeks in duration where:
 - (i) the Qualifying Training Course leads directly to Employment that is related to the course within 8 weeks of completing the course; and
 - (ii) the Stream Participant achieves a 4 Week Period Employment Outcome,

and the relevant course was commenced when the Stream Participant:

- (d) was aged 15 to 21 years;
- (e) had not completed Year 12 or equivalent, or Certificate III; and
- (f) was not undertaking Full-Time Study.

‘Education Outcome Start Date’ means, in relation to an Education Outcome, the first day of:

- (a) six months of a Qualifying Education Course; or
- (b) a Qualifying Training Course.

‘Effective Exit’ means the automatic removal of:

- (a) a Volunteer from the Department’s IT Systems when:
 - (i) they have reached a maximum of six months Period of Service in Stream A;
 - (ii) they become a NEIS Participant; or
 - (iii) they become a Volunteer Online Employment Services Trial Participant; or
- (b) a Fully Eligible Participant from the Department’s IT Systems as being eligible for the full range of Services when:
 - (i) the Department is advised by Services Australia that the Fully Eligible Participant has stopped receiving an Income Support Payment;
 - (ii) the Department is advised by Services Australia that the Fully Eligible Participant is fully meeting their part-time Mutual Obligation Requirements and no longer needs to remain connected to the Provider;
 - (iii) the Fully Eligible Participant is commenced in Disability Employment Services or the Community Development Program or equivalent;
 - (iv) the Fully Eligible Participant becomes a NEIS Participant;
 - (v) the Fully Eligible Participant is commenced in the Time to Work Employment Service, except if the Fully Eligible Participant is a Pre-release Prisoner; or
 - (vi) the Fully Eligible Participant participates in an activity, or an event occurs in relation to the Fully Eligible Participant, that the Department may advise as being an Effective Exit.

‘Electronic Calendar’ means the electronic calendar in the Department’s IT Systems used by the Provider for managing, and/or setting dates and times for:

- (a) Referrals;
- (b) Engagements; and
- (c) referrals by the Provider to other employment services, including to Other Programs.

‘Employability Skills Training’ or ‘EST’ means the Commonwealth initiative of that name, administered by the Department, which provides eligible Stream 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 a person 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 a person contracted by the Department to provide a local point of contact for the Department and who works directly with local communities, business and stakeholders, as well as certain Participants or potential Participants where required to connect them with training and job opportunities and to link them with other existing support.

‘Employment Fund’ means funding available for the General Account.

‘Employment Outcome’ means:

- (a) a Partial Outcome; or
- (b) a Full Outcome.

‘Employment Outcome Start Date’ means:

- (a) in the case of a Stream Participant who is:
 - (i) in receipt of an Income Support Payment:
 - (A) subject to paragraph (a)(i)(B) below, the first day of the Services Australia Fortnight that applies to the Stream Participant following the relevant Job Seeker Placement Start Date; or
 - (B) if the relevant Job Seeker Placement Start Date is the first day of the Services Australia Fortnight that applies to the Stream Participant, that Job Seeker Placement Start Date; or
 - (ii) not in receipt of an Income Support Payment, the relevant Job Seeker Placement Start Date; or
- (b) as otherwise specified in any Guidelines or advised by the Department.

‘Employment Provider’ means any entity contracted to the Commonwealth to provide Employment Provider Services under the jobactive Deed 2015-2022.

‘Employment Provider Services’ means Services under Streams A to C.

‘Employment Provider Services Key Performance Indicators’ or ‘Employment Provider Services KPIs’ means the indicators specified in clause 99 or as Notified by the Department.

‘Employment Region’ means a geographical area:

- (a) identified and displayed at the [displayed at the Labour Market Information Portal \(lmip.gov.au\)](http://lmip.gov.au) 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 item 6.1 of Schedule 1.

'Employment Services Assessment' or 'ESAt' means an assessment of a Stream Participant's barriers to employment and work capacity conducted by Services Australia.

'Employment Services Tip off Line' means a telephone and email service, developed primarily for current and former employees of Employment Providers who suspect, or have evidence of incorrect claims or acceptance of Payments, or any other activities that may be a breach of the Deed that Employment Providers have signed with the Department, and which allows those persons 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 is recorded in the Electronic Calendar in accordance with clause 83A.2.

'Enterprise Agreement' has the same meaning given to it under the *Fair Work Act 2009*.

'EST Course' means a Training Block 1 Course or a Training Block 2 Course.

'EST Eligible Participant' means a Fully Eligible Participant (Mutual Obligation) who meets the eligibility requirements for EST as specified in any Guidelines.

'EST Provider' means an entity that is a party to the Employability Skills Training Services Panel Deed 2017-2022 with the Department.

'Exceptional Circumstances' means circumstances beyond the control of the Provider and/or a Stream Participant and includes:

- (a) where the Stream Participant resides in:
 - (i) an area which is affected by extreme weather conditions (if agreed to by the Department);
 - (ii) an area affected by a natural disaster; or
 - (iii) an area affected by public transport strikes;
- (b) when a Stream Participant is participating in full-time Training or Education and their participation in those activities restricts their availability to participate in an Initial Interview; or
- (c) other circumstances advised by the Department.

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

'Exemption' means circumstances recorded by Services Australia, resulting in an exemption by Services Australia from Mutual Obligation Requirements of a Fully Eligible Participant (Mutual Obligation) for a specified period of time.

‘Existing Material’ means all Material, except Commonwealth Material, 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 Material.

‘Exit’ means an exit of a Stream Participant from Employment Provider Services in accordance with clause 95.1 and **‘Exited’** has an equivalent meaning.

‘Extended Service Periods’ means one or more periods of time from the end of the Service Period.

‘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.

‘External Systems Assurance Framework’ or **‘ESAF’** means the framework of mechanisms used by the Department to get assurance over External IT Systems and includes requirements in relation to Provider IT System accreditation and Third Party IT accreditation and associated timeframes, 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.

‘Extraordinary Audit’ means a QAF Audit, for any reason, as required by the Department.

‘Extraordinary Report’ means a complete and unedited audit report by a Quality Auditor, in accordance with any Guidelines, resulting from an Extraordinary Audit.

‘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 Quarter’ means any one of the following:

- (a) 1 July to 30 September;
- (b) 1 October to 31 December;
- (c) 1 January to 31 March; or
- (d) 1 April to 30 June.

‘Financial Year’ means a period from 1 July in one year to 30 June in the following year.

‘Full Outcome’ means that, for the duration of a 4 Week Period, 12 Week Period or 26 Week Period, as relevant, a Stream Participant:

- (a) who was in receipt of JobSeeker Payment, Newstart Allowance or Youth Allowance (other) on the relevant Employment Outcome Start Date:
 - (i) generates sufficient income from Employment or Unsubsidised Self-Employment or a full-time apprenticeship or traineeship or part-time apprenticeship or traineeship to have caused the Fully Eligible Participant’s Basic Rate of JobSeeker

Payment, Newstart Allowance or Youth Allowance (other), as relevant, to cease;
or

- (ii) remains each week in a full-time apprenticeship or traineeship;
- (b) who was:
 - (i) receiving JobSeeker Payment, Newstart Allowance, Youth Allowance (other) or Parenting Payment (Partnered or Single) with part-time Mutual Obligation Requirements; and
 - (ii) identified on the Department's IT Systems as a parent or as having a disability, on the relevant Employment Outcome Start Date, is, for at least 30 hours or more each fortnight, in Employment, Unsubsidised Self-Employment or an apprenticeship or a traineeship;
- (c) who is:
 - (i) not in receipt of JobSeeker Payment, Newstart Allowance, Youth Allowance (Other) or Parenting Payment and is not otherwise identified in paragraphs (d) or (e) below; or
 - (ii) a Disability Support Pension Recipient (Compulsory Requirement); and is in Employment, Unsubsidised Self-Employment or an apprenticeship or a traineeship for at least 80 hours over a 4 Week Period, or 240 hours over a 12 Week Period, and 280 hours over a 26 Week Period;
- (d) who was identified on the Department's IT Systems on the relevant Employment Outcome Start Date as having a disability and a Partial Capacity to Work, is in Employment, Unsubsidised Self-Employment or an apprenticeship or a traineeship that equals or exceeds the minimum number of hours per week in the range as assessed by Services Australia through an ESAT or JCA, but is not less than eight hours of work each week;
- (e) who:
 - (i) was in receipt of a Parenting Payment (Partnered or Single) without Mutual Obligation Requirements, or Carer Payment on the relevant Employment Outcome Start Date; and
 - (ii) chooses to work reduced hours due to caring responsibilities (this choice being identified on the Department's IT Systems on or before the relevant Employment Outcome Start Date),is in Employment, Unsubsidised Self-Employment or an apprenticeship or a traineeship for at least 30 hours each fortnight;
- (f) who was in receipt of any Income Support Payment, has, and maintains, a Significant Increase in Income; or
- (g) meets the requirements for any other event that the Department may Notify the Provider of as being a Full Outcome.

'Full Outcome Conversion' means a change, as specified in any Guidelines, in a Stream Participant's Employment and the change:

- (a) occurs during a 26 Week Period;
- (b) is permanent and results in a Full Outcome; and
- (c) is recorded on the Department's IT Systems in accordance with any Guidelines.

'Full-Time' means:

- (a) for a Site, Monday to Friday from 9am to 5pm daily on Business Days, or as otherwise agreed with the Department; and
- (b) for a NEIS Business, the number of hours as a minimum, as set out in any Guidelines, a NEIS Participant must work in their NEIS Business.

'Full-Time Study' means:

- (a) a university course that, for the purposes of the Higher Education Contribution Scheme, represents a standard student load for the equivalent of a full-time student;
- (b) a course that is at least 15 class contact hours a week; or
- (c) a course determined as being full-time by the relevant educational institution.

'Fully Eligible Participant' means a person, who is identified by Services Australia, the Department, or the Provider on the Department's IT Systems as fully eligible for all Employment Provider Services, and includes a Fully Eligible Participant (Mutual Obligation), a Fully Eligible Participant (Voluntary), a Disability Support Pension Recipient (Compulsory Requirements) and any other person identified in any Guidelines, but excludes a Volunteer.

'Fully Eligible Participant (Mutual Obligation)' means a Fully Eligible Participant with Mutual Obligation Requirements, including an SPI Participant and any other Fully Eligible Participant as specified in any Guidelines, but excluding a Disability Support Pension Recipient (Compulsory Requirements).

'Fully Eligible Participant (Voluntary)' means a Fully Eligible Participant who:

- (a) is subject to an Exemption;
- (b) has part-time Mutual Obligation Requirements and is fully meeting his or her Mutual Obligation Requirements;
- (c) has a temporary reduced work capacity of less than 15 hours per week, as determined by an ESAt or JCA, for the period determined by an ESAt or JCA;
- (d) is a PCW Participant with a current and future work capacity of less than 15 hours per week; or
- (e) is otherwise identified by the Department as being a Fully Eligible Participant (Voluntary),

and volunteers to participate in additional activities.

'General Account' means a flexible pool of funds which is part of the Employment Fund, held by the Department and nominally credited to the Provider at the Site level, which may be accessed by Employment Providers for Reimbursement of:

- (a) purchases of goods or services which genuinely assist Stream Participants to build experience and skills to get a job; and

- (b) a Restart Wage Subsidy, Youth Wage Subsidy, Parent Wage Subsidy or Long Term Unemployed & Indigenous Wage Subsidy where the relevant Wage Subsidy Agreement was entered into on or after 2 January 2019.

‘Group Based Activity’ means a Work for the Dole activity designed for more than one Fully Eligible Participant or DES Participant, which involves carrying out tasks as part of a specific group project.

‘Group Based Activity Budget’ means the Group Based Activity budget described in clause 124.9(b)(ii).

‘Group Based Activity Overhead Costs’ means the costs directly associated with the establishment and running of a Group Based Activity, including:

- (a) the costs of Supervisors, capital equipment, transportation of Fully Eligible Participants, rent and associated infrastructure, activity materials and training;
- (b) insurance (limited only to the additional costs of insurance where the nature of a Group Based Activity means that it is not covered by Department funded insurance, or insurance that the Provider is required to obtain in accordance with clause 42, being insurance only for the period of the Group Based Activity); and
- (c) any other item as specified by the Department,

but does not include the cost of items provided to individual Fully Eligible Participants.

‘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).

‘Guide to Social Security Law’ means the [guidelines published by the Department of Social Services, \(http://guides.dss.gov.au/guide-social-security-law\)](http://guides.dss.gov.au/guide-social-security-law) as amended.

‘Guidelines’ refers to the guidelines, if any, as described in this Deed and issued by the Department, as amended by the Department.

‘Harvest Crops’ means all vegetables, fruits, grains, seeds, hops, nuts, fungi, olives, flowers, broad acre crops, sugar, sandalwood, or other specialised crops as described in any Guidelines.

‘Harvest Employer’ means an Employer whose business undertakes Harvest Work.

‘Harvest Labour Hire Firm’ means an entity which:

- (a) is contracted to provide labour to a Harvest Employer; and
- (b) is a member of the Recruitment & Consulting Services Association Australia & New Zealand, unless otherwise agreed in writing by the Department.

‘Harvest Placement’ means the placement by an HTS Provider of a Harvest Worker into a vacant position for paid Employment that involves Harvest Work in accordance with the HTS Deed.

‘Harvest Trail Services’ or **‘HTS’** means the Commonwealth program of that name (or such other name as advised by the Department), administered by the Department.

‘Harvest Trail Services Deed’ or **‘HTS Deed’** means the Harvest Trail Services Deed 2020-2023, being an agreement for the provision of HTS with the Department.

‘Harvest Work’ means work that includes one or more of the activities under the following categories:

- (a) production of Harvest Crops, including picking and pollinating;
- (b) planting and preparation for planting of Harvest Crops, including clearing and trenching;
- (c) propagation of Harvest Crops, including growing new plants from seeds;
- (d) packing shed operations;
- (e) local and immediate Harvest Crop processing; or
- (f) local storage and local transportation of Harvest Crops.

‘Harvest Worker’ means a Stream Participant who is not prohibited by law from working in Australia and has been referred to an HTS Provider by the Provider.

‘HTS 4 Week Period’ means, for Employment which satisfies the requirements of an HTS 4 Week jobactive Outcome, a period of 4 consecutive weeks:

- (a) from the HTS jobactive Outcome Start Date; and
- (b) which does not overlap with the Outcome Period for any other Outcome that has been claimed in relation to the relevant Harvest Worker by any Employment Provider or NEST Provider, except an HTS 12 Week Period or an HTS 26 Week Period, that begins from the same HTS jobactive Outcome Start Date or as otherwise provided in any Guidelines.

‘HTS 12 Week Period’ means, for Employment which satisfies the requirements of an HTS 12 Week jobactive Outcome, a period of 12 consecutive weeks:

- (a) from the HTS jobactive Outcome Start Date; and
- (b) which does not overlap with the Outcome Period for any other Outcome that has been claimed in relation to the relevant Harvest Worker by any Employment Provider or NEST Provider, except an HTS 4 Week Period or an HTS 26 Week Period, that begins from the same HTS jobactive Outcome Start Date or as otherwise provided in any Guidelines.

‘HTS 26 Week Period’ means, for Employment which satisfies the requirements of an HTS 26 Week jobactive Outcome, a period of 26 consecutive weeks:

- (a) from the HTS jobactive Outcome Start Date; and
- (b) which does not overlap with the Outcome Period for any other Outcome that has been claimed in relation to the relevant Harvest Worker by any Employment Provider or NEST Provider, except an HTS 4 Week Period or an HTS 12 Week Period, that begins from the same HTS jobactive Outcome Start Date or as otherwise provided in any Guidelines.

‘HTS 4 Week jobactive Outcome’ means that, during an HTS 4 Week Period, a Harvest Worker completes at least 80 hours of Employment in Harvest Work.

‘HTS 12 Week jobactive Outcome’ means that, during an HTS 12 Week Period, a Harvest Worker completes at least 240 hours of Employment in Harvest Work.

‘HTS 26 Week jobactive Outcome’ means that, during an HTS 26 Week Period, a Harvest Worker completes at least 520 hours of Employment in Harvest Work.

'HTS jobactive Outcome' means an HTS 4 Week jobactive Outcome, HTS 12 Week jobactive Outcome or HTS 26 Week jobactive Outcome, as relevant.

'HTS jobactive Outcome Start Date' means the date on which the Harvest Worker first commences in a Harvest Placement.

'HTS Provider' means a contracted provider of services under Harvest Trail Services Deed.

'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.

'Individual Hosted Activity' means a Work for the Dole activity in which the Work for the Dole Place(s) are designed for individual Fully Eligible Participants or DES Participants.

'Initial Interview' means an initial Contact between the Provider and a Stream Participant in accordance with clause 85, and where appropriate, includes an Initial Interview for a New Stream.

'Initial Interview for a New Stream' means an initial Contact between the Provider and a Fully Eligible Participant when the Fully Eligible Participant has moved into a higher Stream due to a Change of Circumstances Reassessment, and in accordance with clause 85.

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

'Intellectual Property Rights' includes:

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

but does not include:

- (f) Moral Rights;
- (g) the non-proprietary rights of performers; or
- (h) rights in relation to confidential information.

'Interest' means interest calculated at 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) less 10 basis points.

'Intervention' means a specialist service provided by a private sector or community entity or an employment or training program administered by the Commonwealth or by a state or territory government (including by state or territory government funded providers) that the Provider may access, to provide specialised assistance to Stream Participants to increase job competitiveness or address Non-vocational Barriers.

'jobactive' means the Commonwealth program of that name (or such other name as advised by the Department from time to time), administered by the Department.

'jobactive Website' means the jobactive website that is owned and maintained by the Department and accessible via the internet.

'Job Capacity Assessment' or **'JCA'** means an assessment conducted by Services Australia to determine eligibility for the Disability Support Pension and includes assessment of barriers to employment and work capacity.

‘Job Plan’ means:

- (a) for ParentsNext Participants, the plan defined as a ‘Participation Plan’ under the ParentsNext Deed; and
- (b) for all other Stream Participants, the plan described in clause 87, and which includes an employment pathway plan under the *Social Security Act 1991* (Cth) and a participation plan for Disability Support Pension recipients with compulsory requirements under the *Social Security Act 1991* (Cth), or, if the *Social Security Act 1991* (Cth) is amended, any other such plans.

‘Job Referral’ means a job opportunity that the Provider requests the Participant to act on.

‘Job Search’ means an instance of active contact with a potential Employer to apply for a job, and includes a contact by phone or in person, by submitting a written application, or by attending a job interview.

Note: Relevant job vacancies do not need to have been publically advertised to count as a Job Search. However, looking for job vacancies in newspapers or online does not count as a Job Search unless actual contact is made with the relevant potential Employer.

‘Job Search Period’ means, unless otherwise specified in any Guidelines, the first month and each successive month thereafter, of a Fully Eligible Participant’s (Mutual Obligation) or Disability Support Pension Recipient’s (Compulsory Requirements) Period of Unemployment.

‘Job Search Requirement’ means the number of Job Searches that a Fully Eligible Participant (Mutual Obligation) or a Disability Support Pension Recipient (Compulsory Requirements) must complete, as specified in any Guidelines, and which must be specified in the Participant’s Job Plan in accordance with clause 113.1.

‘Job Seeker Classification Instrument’ or **‘JSCI’** means the tool used by a Stream Participant, Services Australia or a Provider to measure the Stream Participant’s relative level of disadvantage based on the expected difficulty in finding the Stream Participant employment because of the Stream Participant’s personal circumstances and labour market skills.

‘Job Seeker Placement’ means a Vacancy or a position in an apprenticeship or a traineeship, that is recorded or lodged on the Department’s IT Systems by the Provider as being occupied by the Stream Participant in accordance with this Deed.

‘Job Seeker Placement Start Date’ means:

- (a) unless paragraphs (b), (c) or (d) below apply, the date on which the Stream Participant first commences in a Job Seeker Placement;
- (b) if the Job Seeker Placement includes an initial Paid Induction Period, either:
 - (i) the day on which the Stream Participant first commences in the Job Seeker Placement; or
 - (ii) the first day of continuous Employment following the Paid Induction Period, whichever the Provider selects;
- (c) if there is a Significant Increase in Income or a Significant Increase in Pre-Existing Employment in relation to the Job Seeker Placement, the date of the relevant significant increase which the Provider records on the Department’s IT Systems, or as otherwise specified in any Guidelines or advised by the Department; or

- (d) if the Job Seeker Placement relates to a Vacancy as described in paragraph (b) of the definition of 'Vacancy', a day selected by the Provider to be the Job Seeker Placement Start Date that is after the last day of the latest Outcome Period in relation to which the Provider has claimed or will claim a Provider Seasonal Work Incentive Payment.

'Job Seeker Snapshot' means the online version of the JSCI which may be used by a Stream Participant.

'Job Services Australia' or 'JSA' means the Commonwealth program of that name (or such other name as advised by the Department from time to time), administered by the Department up to 30 June 2015.

'Jobs, Land and Economy Programme' means the Commonwealth program administered by the Department of Prime Minister and Cabinet which aims to get adult Aboriginal or Torres Strait Islander persons into work, foster viable indigenous businesses and assist Aboriginal or Torres Strait Islander persons to generate economic and social benefits from land and sea use and native title rights.

'Joint Charter of Deed Management' means the charter at Annexure A2 which embodies the commitment by the Department and employment services providers to work cooperatively to achieve shared goals and outcomes in the delivery of employment services.

'Launch into Work' means the Commonwealth program of that name designed to provide suitable Participants with training, mentoring and short-term, unpaid work experience in order to prepare Participants for employment.

'Launch into Work Organisation' means an organisation that hosts a Launch into Work Placement.

'Launch into Work Placement' means a placement of a Participant into a Launch into Work activity, arranged in accordance with clause 109D and any Guidelines.

'Lead Provider' means the Employment Provider or NEST Provider assigned to that role in accordance with any Guidelines.

'Liquidated Damages' means the amount that the Department may recover from a Provider in accordance with clause 54.

'Long Term Unemployed & Indigenous Wage Subsidy' means the Wage Subsidy of that name identified in any Guidelines.

'LJP Activity' means an Activity provided by an LJP Activity Host and **'LJP Activities'** has an equivalent meaning.

'LJP Activity Host' means an entity that has an agreement with the Commonwealth under which it is funded to provide an LJP Activity, amongst other things.

'LJP Activity Partnering Provider' means, in relation to an LJP Activity, the Employment Provider, NEST Provider, Transition to Work Provider or ParentsNext Provider that is the nominated partnering provider for that LJP Activity in accordance with any Guidelines.

'Local Jobs Program' or 'LJP' means the Commonwealth program of that name, administered by the Department, designed to support the recovery of local economies through identified place-based strategies that can respond rapidly to an Employment Region's training and employment needs, and importantly, connect job seekers to local jobs.

'Major Non-conformance' means a major non-conformance with a Quality Standard or the Quality Principles in accordance with any Guidelines and as determined by the Department.

‘Malicious Code’ means any software that attempts to subvert the confidentiality, integrity or availability of a system.

‘Material’ includes equipment, software (including source code and object code), goods, and Records stored by any means including all copies and extracts of the same.

‘Material Subcontractor’ means any Subcontractor of the Provider subcontracted to perform a substantial part (as determined by the Department) of the Services.

‘Modern Award’ means a modern award made under Part 2-3 of the *Fair Work Act 2009*.

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

‘Mutual Obligation Requirement’ means the activity test, participation requirements or other requirements that a jobactive or Other Program participant must meet in order to receive an Income Support Payment, including a requirement that, if not complied with, would be a:

- (a) Mutual Obligation Failure;
 - (b) Work Refusal Failure;
 - (c) Unemployment Failure; or
 - (d) failure to meet a Reconnection Requirement,
- under the Social Security Law.

‘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*.

‘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://www.humanrights.gov.au/about/news/coag-endorse-nat-principles-child-safe-orgs>).

‘National Work Experience Programme’ or **‘NWE’** means the Commonwealth program of that name, administered by the Department, which aims to provide eligible Stream Participants as specified in any Guidelines with opportunities to enhance their vocational skills and experience in a work-like environment.

‘National Work Experience Programme Placement’ or **‘NWE’ Placement’** means a short-term unpaid work experience placement that meets the eligibility requirements for a National Work Experience Programme Placement, as specified under clause 109 and any Guidelines.

‘NEIS Allowance’ means an allowance payable by the Department to a NEIS Participant in accordance with the NEIS Participant Agreement.

‘NEIS Assistance’ means the assistance provided to a NEIS Participant in accordance with this Deed, including any Guidelines:

- (a) including, where applicable, the payment of NEIS Allowance and NEIS Rental Assistance, NEIS Business Mentoring, monthly contact, business advice and counselling; and
- (b) for a period of 52 weeks (or as otherwise extended or reduced by the Department), commencing on the date on which the relevant NEIS Participant Agreement is

approved by the Department, but excluding any period during which the NEIS Participant Agreement is suspended by the Department.

‘NEIS Business’ means the NEIS Participant’s business, the details of which are set out in the schedule to the NEIS Participant Agreement, and which is to be operated in accordance with the NEIS Business Plan.

‘NEIS Business Eligibility Criteria’ means the criteria specified in any Guidelines against which a proposed NEIS Business is assessed to determine if it meets the eligibility requirements for a NEIS Business.

‘NEIS Business Mentoring’ means mentoring support provided by a NEIS Provider to a NEIS Participant and includes assistance and advice about organisational, financial and marketing issues to help the NEIS Participant to develop their business, and other requirements specified in any Guidelines.

‘NEIS Business Mentoring Report’ means a Report that provides, in accordance with any Guidelines, a description of the delivery of NEIS Business Mentoring.

‘NEIS Business Plan’ means a plan that sets out, at a minimum, how a NEIS Prospective Participant’s proposed NEIS Business and, where approved, how a NEIS Participant’s NEIS Business will operate, the business insurance required, and a forecast of the cash flow each Financial Quarter.

‘NEIS Commencement’ means the date on which a NEIS Participant commences receipt of NEIS Assistance, as identified in the Department’s IT Systems.

‘NEIS Eligible’ means that a person meets the eligibility requirements for NEIS in accordance with any Guidelines.

‘NEIS External Income’ means any gross income that the Australian Taxation Office would regard as income, received by a NEIS Participant while he or she is in receipt of NEIS Assistance, and includes types of income which satisfy the requirements in any Guidelines.

‘NEIS External Income Test’ is a test, as specified in any Guidelines, based upon the NEIS Income Statement of a NEIS Participant’s NEIS External Income, and used to determine whether the total gross NEIS External Income in a Financial Quarter is more than twice the rate of NEIS Allowance for that Financial Quarter.

‘NEIS Fee’ means the fee of \$6,015 which is payable for the provision of NEIS Services in accordance with clause 130.

‘NEIS Financial Information’ is financial information about a NEIS Business which includes any information specified in any Guidelines.

‘NEIS Income Statement’ means a correctly completed statement of a NEIS Participant’s gross NEIS External Income, and any other information specified by the Department, in a form approved by the Department.

‘NEIS Key Performance Indicators’ or **‘NEIS KPIs’** means the performance indicators for NEIS specified in clause 131, or as Notified by the Department.

‘NEIS Participant’ means a person who is a party to a current NEIS Participant Agreement and who is in receipt of NEIS Assistance.

‘NEIS Participant Agreement’ means an agreement, in a form prescribed by the Department:

- (a) entered into between a NEIS Prospective Participant and the Department; and

- (b) for a period of 52 weeks (or as otherwise extended or reduced by the Department), commencing on the date on which the relevant NEIS Participant Agreement is approved by the Department, but excluding any period during which the NEIS Participant Agreement is suspended by the Department.

‘NEIS Places’ means the maximum number of NEIS Commencements which the Provider may achieve in each Financial Year in each Employment Region as set out at item 7.2 of Schedule 1, or as otherwise agreed by the Department in writing.

‘NEIS Post-Programme Outcome’ means a situation where a NEIS Participant is verified by the Department as not being in receipt of any Income Support Payment, 13 weeks after cessation of their NEIS Participant Agreement, unless:

- (a) the NEIS Participant was previously in receipt of Parenting Payment (Single), Disability Support Pension, Carer Payment or DVA War Widow/er or Partner Service Pension; or
- (b) the NEIS Participant was not in receipt of JobSeeker Payment, Newstart Allowance, Youth Allowance or any other Income Support Payment on commencement of their NEIS Participant Agreement,

in which case, a NEIS Post-Programme Outcome only occurs if the NEIS Participant is in Employment (of at least 20 hours per week) 13 weeks after cessation of their NEIS Participant Agreement.

‘NEIS Prospective Participant’ means a person who has been assessed by the NEIS Provider as NEIS Eligible and has not executed a NEIS Participant Agreement.

‘NEIS Provider’ means any entity that is contracted by the Commonwealth to provide NEIS Services under Part C of the jobactive Deed 2015-2022, including the Provider, where relevant.

‘NEIS Rental Assistance’ means rental assistance payable by the Department to a NEIS Participant in accordance with the NEIS Participant Agreement.

‘NEIS Services’ means the Services that must be provided by the NEIS Provider to NEIS Prospective Participants and NEIS Participants in accordance with Part C and clause 97, including for the purpose of assisting NEIS Participants in establishing and running viable small businesses in accordance with any Guidelines or written instructions issued by the Department.

‘NEIS Training’ means training for a Certificate IV in Entrepreneurship and New Business or Certificate III in Entrepreneurship and New Business, or as otherwise advised by the Department, and which must be undertaken in a face to face setting, unless otherwise specified in any Guidelines.

‘NEIS Training Commencement’ means the date on which a NEIS Prospective Participant commences in NEIS Training, as identified in the Department’s IT Systems and as specified in any Guidelines.

‘New Employment Services’ or **‘NES’** means the Australian Government's new model of employment services.

‘New Employment Services Trial’ or **‘NEST’** means the trial, administered by the Department, that will test key aspects of the New Employment Services.

‘New Employment Services Trial Deed’ or ‘NEST Deed’ means the New Employment Services Trial Deed 2019-2022.

‘New Employment Services Trial Employment Region’ or ‘NEST Employment Region’ means the Employment Regions of the Mid North Coast, New South Wales, and Adelaide South, South Australia, and includes any other Employment Regions as Notified by the Department from time to time.

‘New Employment Services Trial Participant’ or ‘NEST Participant’ means a Participant who is identified as a New Employment Services Trial Participant in the Department’s IT Systems or in any Guidelines.

‘New Employment Services Trial Provider’ or ‘NEST Provider’ means an entity that is a party to a NEST Deed with the Department.

‘Non-conformance’ means a non-conformance with a Quality Standard or the Quality Principles in accordance with any Guidelines.

‘Non-conformance Report’ means a report in accordance with any Guidelines, which forms part of each Quality Report, and details Non-conformances identified in a QAF Audit.

‘Non-Payable Outcome’ means one or more of the following:

- (a) Employment, including a retail position, involving nudity or in the sex industry;
- (b) volunteer work;
- (c) Activities;
- (d) unpaid work;
- (e) a training course not eligible for Austudy, Abstudy, or Youth Allowance (Student);
- (f) a training course delivered by a training institution that is not approved to deliver the respective training course as specified on the Department’s National Register on Vocational Education and Training website (<http://www.training.gov.au>);
- (g) a training course duplicating, or having significant components similar to, employment services, such as training for work preparation or job search skills;
- (h) a job that involves taking up employment in another country, regardless of whether the salary is paid in Australian Dollars or by an Australian company;
- (i) a job involving illegal activity;
- (j) a job involving income or funds from gambling deemed to be inappropriate by the Department;
- (k) a Qualifying Education Course that started before the Commencement of the relevant Stream Participant, unless the Stream Participant is a Vulnerable Youth (Student);
- (l) Employment that started before the Commencement of the relevant Stream Participant except where a Significant Increase in Income or a Significant Increase in Pre-Existing Employment applies to the Employment;
- (m) a program, including a Work Trial program, funded by the Australian Government, or a state or territory government, including a Complementary Service and as advised by the Department;

- (n) non-ongoing Employment or a Work Trial where the Stream Participant's wages are subsidised by the Provider's own funds and the Provider subsequently seeks Reimbursement of the subsidy from the Employment Fund;
- (o) an education or training course in circumstances where the Provider has already received an Outcome Payment for that Stream Participant in the same Period of Unemployment;
- (p) a 4 Week Period Employment Outcome if:
 - (i) the Provider has claimed an Outcome Payment in relation to another Stream Participant that previously occupied the same or a similar position (the prior outcome); and
 - (ii) the Employment Outcome Start Date occurs less than 12 weeks after the end of the Outcome Period for the prior outcome;
- (q) Employment that contravenes Commonwealth, state or territory legislation or provides terms and conditions of employment which are inconsistent with the relevant workplace relations laws, or any instrument made under such laws, excluding where the Employment has not been paid in accordance with any applicable Enterprise Agreement, Modern Award or the National Minimum Wage;
- (r) Employment that pays a commission as either the entire remuneration or part of the remuneration, except where the commission being paid to the Stream Participant is in addition to an amount which is paid to the Stream Participant in accordance with any applicable Commonwealth, state or territory legislation and any applicable Modern Award or the National Minimum Wage;
- (s) Employment or Unsubsidised Self-Employment which is Recurring, except for:
 - (i) 4 Week Period Full Outcomes and 4 Week Period Partial Outcomes;
 - (ii) Employment Outcomes that satisfy item (f) of the definition of Full Outcome; and
 - (iii) HTS 4 Week jobactive Outcomes;
- (t) in relation to a Harvest Placement:
 - (i) Employment that does not involve Harvest Work; or
 - (ii) a position that does not involve the direct Employment of the Harvest Worker by a Harvest Employer or Harvest Labour Hire Firm as an employee; or
- (u) any other situation that the Department may advise or as specified in any Guidelines.

'Non-regional Location' means a location identified on the Department's IT Systems as not attracting a regional loading.

Note: Table 4 of Annexure B2 indicates the locations that do not attract a regional loading, however, to the extent of any inconsistency between this table and the Department's IT Systems with respect to relevant locations, the Department's IT Systems prevails.

'Non-vocational Barriers' means the range of barriers that can prevent a person 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 written notice in accordance with clause 71 and ‘Notify’ has an equivalent meaning.

‘Notifiable Incident’ has the meaning given in the WHS Act.

‘NWEF Completion Outcome’ means an eligible Stream Participant has participated in an NWEF Placement for at least two weeks.

‘NWEF Incentive’ means an amount of \$300, unless otherwise specified in any Guidelines, payable to an Activity Host Organisation for an NWEF Placement that meets the eligibility requirements for an NWEF Incentive, as specified under clause 109 and any Guidelines.

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

‘Online Employment Services’ or **‘OES’** means the Commonwealth initiative of that name, administered by the Department, which enables eligible new job seekers to engage with employment services online.

‘Online Employment Services Participant’ or **‘OES Participant’** means a Stream Participant who is identified on the Department’s IT Systems as transferred from Online Employment Services to the Provider.

‘Other Program’ means:

- (a) ParentsNext;
- (b) Disability Employment Services; or
- (c) New Employment Services Trial.

‘Other Program Provider’ means a:

- (a) ParentsNext Provider;
- (b) DES Provider; or
- (c) NEST Provider.

‘Other Provider’ means:

- (a) for a Stream Participant, their Employment Provider;
- (b) for a ParentsNext Participant, their ParentsNext Provider;
- (c) for a Time to Work Participant, their Time to Work Provider;
- (d) for a Transition to Work Participant, their Transition to Work Provider;
- (e) for a DES Participant, their DES Provider; and
- (f) for a NEST Participant, their NEST Provider or the Digital Services Contact Centre, as relevant.

‘Outcome’ means only an Employment Outcome, an Education Outcome, an HTS jobactive Outcome, a PaTH Internship Outcome, a QSHW Outcome, an NWEF Completion Outcome or a NEIS Post-Programme Outcome.

‘Outcome Payment’ means a Fee for:

- (a) an Employment Outcome or an Education Outcome as set out in and below Table 1A or 1B in Annexure B2;

- (b) a PaTH Internship Outcome as set out in Table 1C or Table 1D in Annexure B2;
- (c) a QSHW Outcome in the form of a Provider Seasonal Work Incentive Payment;
- (d) a NEIS Post-Programme Outcome as set out in clause 130.1(b);
- (e) an NWEF Completion Outcome; or
- (f) an HTS jobactive Outcome as set out in Table 1F or Table 1G in Annexure B2.

‘Outcome Period’ means:

- (a) for an Employment Outcome, the period from the relevant Employment Outcome Start Date to the achievement of a 4 Week Period, 12 Week Period or 26 Week Period, as relevant; and
- (b) for an Education Outcome:
 - (i) six months of a Qualifying Education Course; or
 - (ii) the period from commencement to completion of a Qualifying Training Course that is 12 weeks or more in duration; or
 - (iii) the period from commencement of a Qualifying Training Course that is less than 12 weeks in duration to the achievement of a the relevant 4 Week Period Employment Outcome;
- (c) for a NEIS Post-Programme Outcome, the period of 13 weeks immediately following cessation of the relevant NEIS Participant Agreement;
- (d) for a QSHW Outcome, the period of one week during which a QSHW Outcome is achieved; and
- (e) for an HTS jobactive Outcome, the period from the relevant HTS jobactive Outcome Start Date to the achievement of an HTS 4 Week Period, HTS 12 Week Period or HTS 26 Week Period, as relevant.

‘Outreach’ means, for a Site, a regular presence other than Part-Time or Full-Time - for example, on a monthly, seasonal or 'as the need arises' basis.

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

‘Paid Induction Period’ is a period before the start of continuous Employment of a Stream Participant where the Stream Participant undergoes associated job training supported by the Employer and where the Employer remunerates the Stream Participant in compliance with all applicable legislation.

‘Parent Wage Subsidy’ means the Wage Subsidy of that name identified in any Guidelines.

‘ParentsNext’ means the Commonwealth program of that name (or such other name as advised by the Department), administered by the Department.

‘ParentsNext Deed’ means the agreement for the provision of ParentsNext services with the Department as varied from time to time.

‘ParentsNext Participant’ means a person who is participating in ParentsNext.

‘ParentsNext Provider’ means any entity that is a party to a ParentsNext Deed with the Department.

‘Part-Time’ means, for a Site, set weekly hours on Business Days with hours of operation less than Full-Time, as agreed with the Department.

‘Partial Outcome’ means that, for the duration of a 4 Week Period or a 12 Week Period, as relevant, a Stream Participant:

- (a) who was in receipt of JobSeeker Payment, Newstart Allowance or Youth Allowance (other) on the relevant Employment Outcome Start Date, generates sufficient income in Employment, Unsubsidised Self-Employment or an apprenticeship or a traineeship to reduce the Fully Eligible Participant’s Basic Rate of JobSeeker Payment, Newstart Allowance or Youth Allowance (other), as relevant, by an average of at least 60 per cent;
- (b) who was:
 - (i) in receipt of JobSeeker Payment, Newstart Allowance, Youth Allowance (other) or Parenting Payment (Partnered or Single) with part time Mutual Obligation Requirements; and
 - (ii) identified on the Department’s IT Systems as a parent or as having a disability, on the relevant Employment Outcome Start Date, is in Employment, Unsubsidised Self-Employment or an apprenticeship or a traineeship for an average of 10 or more hours per week;
- (c) who is:
 - (i) not in receipt of JobSeeker Payment, Newstart Allowance, Youth Allowance (Other) or Parenting Payment and is not otherwise identified in paragraphs (d) or (e) below; or
 - (ii) a Disability Support Pension Recipient (Compulsory Requirements); and
is in Employment, Unsubsidised Self-Employment or an apprenticeship or a traineeship for an average of 15 or more hours per week, which does not lead to a Full Outcome;
- (d) who was identified on the Department’s IT Systems on the relevant Employment Outcome Start Date as having a disability and a Partial Capacity to Work, is in Employment, Unsubsidised Self-Employment or an apprenticeship or a traineeship that is on average at least 70 per cent of the minimum number of hours per week in the range as assessed by Services Australia through an ESAt or JCA but is not less than an average of 8 hours of work per week;
- (e) who:
 - (i) was in receipt of a Parenting Payment (Partnered or Single) without Mutual Obligation Requirements or Carer Payment on the relevant Employment Outcome Start Date; and
 - (ii) chooses to work reduced hours due to caring responsibilities (this choice being identified on the Department’s IT Systems on or before the relevant Employment Outcome Start),

is in Employment or Unsubsidised Self-Employment or an apprenticeship or a traineeship for an average of 10 hours or more per week;

- (f) has in operation an executed NEIS Participant Agreement and is receiving NEIS Assistance; or
- (g) meets the requirements for any other event that the Department may Notify the Provider as being a Partial Outcome.

‘Participant’ means a Stream Participant, a NEIS Prospective Participant and a NEIS Participant.

‘Participant Services Records’ means Deed Records (including documents associated with the Customer feedback register) about a Participant, that are directly created for the purposes of providing Services.

‘Participated’ means, in relation to a PaTH Internship, that the relevant PaTH Intern has participated in the PaTH Internship in accordance with any Guidelines.

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

‘Party’ means a party to this Deed.

‘PaTH Intern’ means a Fully Eligible Participant (Mutual Obligation) who meets the eligibility requirements for a PaTH Intern as specified in any Guidelines.

‘PaTH Internship’ means a short-term unpaid work experience placement that meets the eligibility requirements of a PaTH Internship as specified in any Guidelines.

‘PaTH Internship Agreement’ means an Activity Host Organisation Agreement between the Provider, an Activity Host Organisation and a PaTH Intern in relation to a PaTH Internship, in accordance with any Guidelines.

‘PaTH Internship Amount’ means an amount of \$1000, unless otherwise specified in any Guidelines.

‘PaTH Internship Outcome’ means that a PaTH Intern has:

- (a) Completed a PaTH Internship;
- (b) Participated in a PaTH Internship for at least 2 weeks and then obtained Employment with either:
 - (i) the relevant Activity Host Organisation; or
 - (ii) another Employer,prior to the end of the PaTH Internship Period; or
- (c) Participated in the PaTH Internship for at least 4 weeks and then agreed with the Provider and the relevant Activity Host Organisation to end the relevant PaTH Internship prior to the end of the PaTH Internship Period.

‘PaTH Internship Period’ means a period, of no less than 4 weeks and no more than 12 weeks, that is specified in the relevant PaTH Internship Agreement as being the duration of the PaTH Internship.

‘PaTH Internship Start Date’ means the date on which the PaTH Intern commences in the relevant PaTH Internship, if that day occurs during the Participant’s Period of Registration.

‘Payments’ means the Fees, Reimbursements and Ancillary Payments payable under this Deed.

‘Payment Period’ means the period which:

- (a) starts on the day on which a Stream Participant is first Commenced; and
- (b) runs continuously until the Stream Participant Exits, except where:
 - (i) the Stream Participant is Suspended (in which case the Payment Period operates in accordance with clause 92.1); or
 - (ii) clauses 95.3 and 95.4 apply.

'Pay Slip Verified Outcome Payment' means an Outcome Payment for an Employment Outcome or an HTS jobactive Outcome that is verified by a pay slip, payroll summary or other evidence in accordance with 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 period of continuous registration of a Stream Participant on the Provider's caseload, beginning on their Commencement and ending when they are transferred from the Provider in accordance with this Deed or Exited, but which is halted in accordance with clause 92 when the Stream Participant is Suspended.

'Period of Service' means a period:

- (a) which begins as specified in the Department's IT Systems;
- (b) which halts when the Stream Participant is Suspended and recommences when the Suspension ends;
- (c) which ends when the Stream Participant is either:
 - (i) Exited; or
 - (ii) moved into another Stream, except in the case of an SPI Participant who moves from Stream A to Stream B and remains an SPI Participant; and
- (d) during which the Provider must provide Employment Provider Services to the Stream Participant.

'Period of Unemployment' means the period which commences on the date on which a Stream Participant registers with Services Australia or directly with the Provider as unemployed, and concludes in accordance with clause 94.1.

'Permissible Break' means, where a Stream Participant is working towards a Full Outcome, a period of time during which a Stream Participant has a break in Employment caused by a situation which is outside the control of the Stream Participant or the Provider and which satisfies the requirements specified in any Guidelines.

'Personal Event' means a Stream Participant's personal event that has been recorded in their Electronic Calendar.

'Personal Event Time' means the time that a Personal Event is scheduled to occur.

'Personal Information' has the same meaning as under section 6 of the Privacy Act which currently is information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- (a) whether the information or opinion is true or not; and
- (b) whether the information or opinion is recorded in a material form or not.

'Personnel' means:

- (a) in relation to the Provider, any natural person who is an officer, employee, volunteer or professional advisor of the Provider; and
- (b) in relation to any other entity, any natural person who is an officer, employee, volunteer or professional advisor of the entity.

‘Pre-existing Employment’ means a position in Employment, Unsubsidised Self Employment, an apprenticeship or traineeship occupied by the Stream Participant prior to them receiving Employment Provider Services from any Employment Provider.

‘Pre-release Prisoner’ means a Stream Participant who is identified as a Pre-release Prisoner in the Department’s IT Systems and specified as such in any Guidelines.

‘Privacy Act’ refers to the *Privacy Act 1988* (Cth).

‘Pro-rata Calculation Start Date’ means the most recent of any of the following dates that apply to a Stream Participant:

- (a) if the Stream Participant was on the Provider’s caseload at the start of the current Administration Fee Period, the date that is at the start of the Administration Fee Period;
- (b) if the Stream Participant was transferred to the Provider after the start of the current Administration Fee Period, the date of the transfer to the Provider;
- (c) if the Stream Participant, while on the Provider’s caseload, moves to a Non-regional Location from a Regional Location, or from a Non-regional Location to a Regional Location, the date of the move; or
- (d) if the Stream Participant, while on the Provider’s caseload, ceases to be an SPI Participant, but remains a Stream Participant on the Provider’s caseload, or becomes an SPI Participant on the Provider’s caseload, the date the Stream Participant ceases to be an SPI Participant, or becomes an SPI Participant, as relevant.

‘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 the Deed, including any Guidelines.

‘Protected Information’ has the same meaning as under section 23 of the *Social Security Act 1991*.

‘Provider’ means the employment services provider contracted under this Deed, and includes its Personnel, successors and assigns, and any constituent entities of the Provider’s organisation, and includes reference to a Tendering Group contracted under this Deed, where applicable.

‘Provider Exit’ means the manual exiting of a Stream Participant from the Employment Provider Services by the Provider, through its recording the exit and the relevant reasons on the Department’s IT Systems, in accordance with this Deed including any Guidelines.

‘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 Seasonal Work Incentive Payment’ means an amount of \$100, unless otherwise specified in any Guidelines.

‘Provider IT System’ 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.

‘Purchase’ means to acquire Activities from an Activity Host Organisation or a Supervisor by the payment of money, in accordance with any Guidelines, but excludes transfer or payment of money between Employment Providers and/or NEST Providers as part of collaborating on Work for the Dole activities.

‘QSHW Eligible’ means that a Stream Participant is eligible in accordance with any Guidelines to be placed in a QSHW Vacancy.

‘QSHW Employer’ means an Employer whose business undertakes QSHW.

‘QSHW Outcome’ means that, during a one week period that:

- (a) is after the relevant QSHW Placement Start Date; and
- (b) does not overlap with the Outcome Period for any other Outcome that has been claimed in relation to the relevant QSHW Eligible Stream Participant by any Employment Provider,

the relevant QSHW Eligible Stream Participant:

- (c) unless (d) or (e) applies, was Employed to undertake QSHW for at least 35 hours;
- (d) where they are identified on the Department’s IT Systems on the relevant QSHW Placement Start Date as having a disability and a Partial Capacity to Work, was Employed to undertake QSHW for at least the minimum number of hours per week in the range as assessed by Services Australia through an ESAt or JCA, but is not less than eight hours; or
- (e) where they are identified on the Department’s IT Systems on the relevant QSHW Placement Start Date as a parent or as having a disability, and as having part-time Mutual Obligation Requirements, was Employed to undertake QSHW for at least 15 hours.

‘QSHW Placement’ means a QSHW Vacancy that is recorded or lodged on the Department’s IT Systems by the Provider as being occupied by a QSHW Eligible Stream Participant in accordance with this Deed.

‘QSHW Placement Start Date’ means the date on which the Stream Participant first commences in the QSHW Placement.

‘QSHW Vacancy’ means a Vacancy that is a vacant position for paid Employment involving QSHW with a QSHW Employer.

‘Qualifying Education Course’ means a single qualification course that is:

- (a) approved for Austudy or Youth Allowance (Student) or Abstudy purposes;
- (b) more than six months in duration;
- (c) delivered by a training organisation approved to deliver the course as specified on the Department’s website (<http://www.training.gov.au>).

- (d) Full-Time Study;
- (e) not less than Year 12 or equivalent, or Certificate III; and
- (f) as otherwise specified in any Guidelines.

‘Qualifying Seasonal Horticultural Work’ or ‘QSHW’:

- (a) has the same meaning as ‘qualifying seasonal horticultural work’ in subsection 1073K(7) of the *Social Security Act 1991* (Cth); or
- (b) if there is no instrument in force under subsection 1073K(8) of the *Social Security Act 1991* (Cth), means work that is specified as ‘Qualifying Seasonal Horticultural Work’ in any Guidelines.

‘Qualifying Training Course’ means a training course which is specified in any Guidelines and which:

- (a) may have been commenced, but must not have been completed, before the start of the Stream Participant’s current Period of Unemployment;
- (b) the Stream Participant has completed after the start of his or her current Period of Unemployment;
- (c) results in the attainment of a qualification not less than Certificate III level;
- (d) is approved for Austudy or Youth Allowance (Student) or Abstudy purposes; and
- (e) is as otherwise specified in any Guidelines.

‘Quality Assurance Framework’ or ‘QAF’ means the Department’s framework for assessing the quality of Employment Provider Services delivered by Employment Providers to Stream Participants, Employers and the Department.

‘Quality Assurance Framework Audit’ or ‘QAF Audit’ means a Quality Standards Audit and a Quality Principles Audit.

‘Quality Assurance Framework Auditor List’ or ‘QAF Auditor List’ means the list of Conformity Assessment Bodies appointed by the Department to conduct QAF Audits.

‘Quality Assurance Framework Certificate’ or ‘QAF Certificate’ means a certificate, issued by the Department that certifies that the Provider:

- (a) complies with a Quality Standard; and
- (b) adheres to the Quality Principles,

in accordance with any Guidelines.

‘Quality Assurance Framework Audit Plan’ or ‘QAF Audit Plan’ means a plan for the conduct of a Quality Principles Audit in accordance with any Guidelines.

‘Quality Auditor’ means a Conformity Assessment Body appointed by the Department to its QAF Auditor List and includes an auditor with authority from a Conformity Assessment Body to conduct Quality Principles Audits on behalf of that body.

‘Quality Principles’ means the principles developed by the Department against which Providers must demonstrate adherence to under the Quality Assurance Framework.

‘Quality Principles Audit’ means any audit, conducted for the purposes of the Quality Assurance Framework, to determine whether the Provider complies with, or continues to

comply with, the Quality Principles, and includes Certification Audits, Surveillance Audits and Extraordinary Audits.

'Quality Principles Report' means a Certification Report, Surveillance Report or an Extraordinary Report.

'Quality Report' means a Quality Standards Report and a Quality Principles Report.

'Quality Standard' means a quality standard approved by the Department for the purposes of gaining a Quality Assurance Framework Certificate in accordance with any Guidelines.

'Quality Standards Audit' means any audit conducted in accordance with a Quality Standard.

'Quality Standards Report' means a complete and unedited report by a Quality Auditor, in accordance with a Quality Standard, resulting from a Quality Standards Audit.

'Reasonable Excuse' has the meaning given to the term 'reasonable excuse' in the Social Security Law.

'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.

'Recurring' means Employment or Unsubsidised Self-Employment which results in more than one:

- (a) Employment Outcome for the same Stream Participant; or
- (b) HTS jobactive Outcome for the same Harvest Worker,

during the same Period of Unemployment with the same Employer or Harvest Employer, as relevant, as specified in any Guidelines.

'Referral' or **'Referred'** means a referral of a person to the Provider by Services Australia, the Department, or another employment services provider.

'Regional Location' means a location identified on the Department's IT Systems as attracting a regional loading.

Note: Table 4 of Annexure B2 indicates the locations that attract a regional loading, however, to the extent of any inconsistency between this table and the Department's IT Systems with respect to relevant locations, the Department's IT Systems prevails.

'Register', 'Registration' or 'Registered' means the act of registering the creation or activation of a Participant's record on the Department's IT Systems.

'Regulator' means the person 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 2001* (Cth) 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 clauses (d)(i) to (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 persons exists between that entity and the principals, owners, Directors, officers or like persons of the Provider.

'Relocation Assistance to Take Up a Job Agreement' or 'RATTUAJ Agreement' means a written agreement, entered into between a Provider and a RATTUAJ Participant in relation to a RATTUAJ Payment, in a form as specified in any Guidelines.

'Relocation Assistance to Take Up a Job Participant' or 'RATTUAJ Participant' means a Fully Eligible Participant who meets the eligibility requirements for a RATTUAJ Participant, as specified in any Guidelines.

'Relocation Assistance to Take Up a Job Payment' or 'RATTUAJ Payment' means a payment to assist a RATTUAJ Participant to prepare to relocate, to move and/or to settle into a new location, in the amounts the RATTUAJ Participant is eligible in accordance with any Guidelines.

'Relocation Assistance to Take Up a Job Placement' or 'RATTUAJ Placement' means an Employment position that meets the eligibility requirements for a RATTUAJ Placement, as specified in any Guidelines.

'Report' means Deed Material that is provided to the Department for the purposes of reporting on the Services.

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

'Seasonal Work Living Away and Travel Allowance' means an amount of up to \$300, unless otherwise specified in any Guidelines.'

'Seasonal Work Incentives for Job Seekers Trial' means a two-year trial commencing on 1 July 2017 and ending on 30 June 2019 to encourage QSHW Eligible Stream Participants to take up QSHW.

'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-help Facilities’ means personal computers or similar devices with broadband internet connectivity, printers and other sundry equipment and local area wireless technology that allows an electronic device to exchange data or connect to the Internet (i.e. Wi-Fi access) at no charge to Stream Participants which accord with any specifications notified by the Department and any Guidelines.

‘Self Service and Job Activity Phase’ means the period from the Initial Interview to the end of six months of a Stream A (General) Participant’s Period of Service.

‘Serious Non-vocational Barrier’ means, for a Vulnerable Youth and Vulnerable Youth (Student), a Non-vocational Barrier that requires immediate intervention with a view to stabilising the circumstances of the Vulnerable Youth or Vulnerable Youth (Student).

‘Service Delivery Plan’ means a statement of representations made by the Provider to the Department in regards to the Services it will deliver, as specified in Schedule 2.

‘Service Guarantees’ means a set of minimum service standards for Employment Provider Services as specified in Annexure B3.

‘Service Period’ means, subject to any contrary stipulation in this Deed, the period of that name specified in item 4 of Schedule 1.

‘Service Start Date’ means the date of that name specified in item 3 of Schedule 1.

‘Services’ means the services that the Provider is contracted to perform and provide under this Deed.

‘Services Australia’ means the Commonwealth department of that name or such other agency or department as Notified by the Department from time to time, and where the context so admits, includes its relevant officers, delegates, employees and agents.

‘Services Australia Fortnight’ means the period determined under section 43(1)(b) of the *Social Security (Administration) Act 1999* (Cth) that applies to a Stream Participant.

‘Significant Increase in Income’ means circumstances where a Stream Participant:

- (a) participates in Employment, Unsubsidised Self Employment, an apprenticeship or a traineeship that:
 - (i) was first occupied by the Stream Participant during their current Period of Unemployment; and
 - (ii) did not satisfy a 4, 12 or 26 Week Period for a Full Outcome because the income earned or hours worked were insufficient to satisfy the relevant paragraph (a)-(e) of the definition of a Full Outcome; and

- (b) generates sufficient income from Employment, Unsubsidised Self Employment, an apprenticeship or a traineeship to have caused the Participant's Basic Rate of Income Support Payment to cease.

'Significant Increase in Pre-existing Employment' means circumstances where the income received or hours worked (as relevant) by the Stream Participant from Pre-existing Employment increases:

- (a) after their commencement in jobactive;
- (b) from less than the level of income or hours described at the relevant item (a)-(g) of the definition of a Partial Outcome to the level of income or hours described at the relevant item (a)-(f) of the definition of a Full Outcome; and
- (c) as specified in any Guidelines or advised by the Department.

'Site' means the one or more physical locations, in the case of Employment Provider Services or NEIS Services, in an Employment Region specified in items 6.3 and 7.3 of Schedule 1, as relevant.

'Six Month Activity Requirement' means the requirement that a Fully Eligible Participant must undertake after six months in employment services, as specified in any Guidelines or otherwise advised by the Department.

'Skills for Education and Employment' or **'SEE'** means the Commonwealth program of that name that provides language, literacy, numeracy and digital literacy training to eligible Participants, with the expectation that such improvements will enable them to participate more effectively in training or in the labour force.

'Social Security Appeals Process' means reviews and appeals of decisions made under the *Social Security Act 1991* (Cth) or *Social Security (Administration) Act 1999* (Cth).

'Social Security Law' means the *Social Security Act 1991* (Cth), the *Social Security (Administration) Act 1999* (Cth), and includes all relevant subordinate legislation and the Guide to Social Security Law and instruments, each as amended from time to time.

'Source' means the act of identifying and securing a Work for the Dole Place by providing or arranging the same, and **'Sourced'** and **'Sources'** have an equivalent meaning.

'SPI Case Management Phase' means, unless otherwise directed by the Department, one of the following periods:

- (a) the Initial Interview to the beginning of an SPI Participant's initial SPI Work for the Dole Phase;
 - (b) from the end of an SPI Participant's initial SPI Work for the Dole Phase to the beginning of their second SPI Work for the Dole Phase; and
 - (c) each alternative six month period thereafter,
- of an SPI Participant's Period of Service.

'SPI Measure' means the 'Stronger Participation Incentives for Job Seekers under 30' measure announced in the 2014-2015 Budget as amended by the 'Streamlining Intensive Servicing for Young Job Seekers' measure announced in the Mid-Year Economic and Fiscal Outlook 2015-2016.

‘SPI Participant’ or **‘Stronger Participation Incentives Participant’** means a Stream A (SPI) Participant or a Stream B (SPI) Participant.

‘SPI Work for the Dole Phase’ means any period during which an SPI Participant must participate in Work for the Dole activities or any other Activities, as specified in any Guidelines.

‘Star Rating’ means the relative measure of performance of the Provider for Employment Provider Services, calculated by the Department at its absolute discretion.

‘Stream’ means Services under Streams A, B or C.

‘Stream A’ means the grouping of Services specified as Stream A for Stream A Participants.

‘Stream A Case Management Phase’ means, unless otherwise directed by the Department, one of the following periods:

- (a) from the end of six months to the end of 12 months;
- (b) from the end of 18 months to the end of 24 months; and
- (c) each alternative six month period thereafter,

of a Stream A (General) Participant’s Period of Service.

‘Stream A (General) Participant’ means a Stream A Participant who is not a Stream A (SPI) Participant.

‘Stream A Participant’ means a Fully Eligible Participant who is placed in Stream A by Services Australia or the Provider in accordance with this Deed, and includes a Stream A (SPI) Participant.

‘Stream A (SPI) Participant’ means a Stream A Participant who is identified as a Stream A (SPI) Participant in the Department’s IT Systems.

‘Stream A Work for the Dole Phase’ means, unless otherwise directed by the Department, one or all of the following periods:

- (a) from the end of 12 months until the end of 18 months;
- (b) from the end of 24 months to the end of 30 months; and
- (c) each alternative six month period thereafter,

of a Stream A (General) Participant’s Period of Service.

‘Stream B’ means the grouping of Services specified as Stream B for Stream B Participants.

‘Stream B Case Management Phase’ means, unless otherwise directed by the Department, one of the following periods:

- (a) from the Initial Interview to the end of 12 months;
- (b) from the end of 18 months to the end of 24 months; and
- (c) each alternative six month period thereafter,

of a Stream B (General) Participant’s Period of Service.

‘Stream B Work for the Dole Phase’ means, subject to clause 104.2 and any direction to the contrary by the Department, one or all of the following periods:

- (a) from the end of 12 months to the end of 18 months; and

(b) each alternative six month period thereafter,
of a Stream B (General) Participant's Period of Service.

'Stream B (General) Participant' means a Stream B Participant who is not a Stream B (SPI) Participant.

'Stream B Participant' means a Fully Eligible Participant who is placed in Stream B by Services Australia or the Provider in accordance with this Deed, and includes a Stream B (SPI) Participant.

'Stream B (SPI) Participant' means a Stream B Participant who is identified as a Stream B (SPI) Participant in the Department's IT Systems.

'Stream C' means those Services specified as Stream C for Stream C Participants.

'Stream C Case Management Phase' means, unless otherwise directed by the Department, one of the following periods:

- (a) from the Initial Interview to the end of 12 months;
- (b) from the end of 18 months to the end of 24 months; and
- (c) each alternative six month period thereafter
of a Stream C Participant's, Period of Service.

'Stream C Participant' means a Fully Eligible Participant who is placed in Stream C by Services Australia or the Provider in accordance with this Deed.

'Stream C Work for the Dole Phase' means, subject to clause 104.2 and any direction to the contrary by the Department, one or all of the following periods:

- (a) from the end of 12 months to the end of 18 months; and
- (b) each alternative six month period thereafter,
of a Stream C Participant's Period of Service.

'Stream Participant' means a Fully Eligible Participant and a Volunteer.

'Structural Adjustment Package' means a package of services and support available to eligible Stream Participants as part of a labour or structural adjustment program announced by the Australian Government and included in any Guidelines.

'Subcontract' means any arrangement entered into by the Provider by 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.

'Supervisor' means a person who has the responsibility for the Supervision of Fully Eligible Participants engaged in an Activity.

'Supervision' means the action or process of directly monitoring and managing Fully Eligible Participants participating in Activities.

'Surveillance Audit' means an audit of the Provider undertaken by a Quality Auditor, to determine whether the Provider continues to adhere to the Quality Principles, in accordance with any Guidelines.

'Surveillance Report' means a complete and unedited report by a Quality Auditor, in accordance with any Guidelines, resulting from a Surveillance Audit.

‘Suspend’ or ‘Suspended’ means the act of imposing a Suspension.

‘Suspension’ means a period of time of that name, as recorded by either the Provider (in accordance with this Deed), the Department or Services Australia on the Department’s IT System, during which Administration Fees will not be triggered for payment and the requirement to provide Employment Provider Services to a Stream Participant is suspended in accordance with clause 92.

‘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.

‘Tendering Group’ 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.

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

‘Third Party Employment System’ or ‘TPES’ 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’ or ‘TPIT’ means any:

- (a) information technology system developed and managed; or
- (b) information technology service provided,

by a Third Party IT Vendor and used by the Provider or any Subcontractor in association with the delivery of the Services or to Access the Department’s IT Systems. ‘Third Party IT’ includes a Third Party Employment 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 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.

‘Time to Work Employment Service’ means the Commonwealth program of that name (or such other name as advised by the Department), administered by the Department.

‘Time to Work Participant’ means a person who is participating in the Time to Work Employment Service.

‘Time to Work Provider’ means any entity contracted by the Commonwealth to provide services for the Time to Work Employment Service.

‘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.

‘Transitioned Participant’ means a person identified as transitioned to the Provider by the Department’s IT Systems.

‘Transition Period’ means the period, if any, Notified by the Department to the Provider in accordance with clause 57.1.

‘Transition Plan’ means the plan prepared under the Time to Work Employment Service that identifies a Time to Work Participant’s post-release requirements for parole; reintegration and rehabilitation services; vocational education, employment and other activities; and support services.

‘Transition to Work Participant’ means a Participant who is participating in the Transition to Work Service.

‘Transition to Work Provider’ means any entity contracted by the Commonwealth to provide Transition to Work Services under the Transition to Work Deed 2016-2022.

‘Transition to Work Service’ 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 Stream Participant does not receive a personal income subsidy of any kind.

‘Unsuitable’ means that a position is, in accordance with any Guidelines:

- (a) a position, including a retail position, involving nudity or in the sex industry;
- (b) a position in volunteer work, work experience or unpaid work;
- (c) except in relation to wage rates, a position in contravention of Commonwealth, state or territory legislation or which involves terms and conditions of employment which are inconsistent with the relevant workplace relations laws, or any instrument made under such laws;
- (d) in relation to wage rates, a position sourced by the Provider where the wage rate paid is not at least equivalent to the rate specified in clause 91.3(a)(i) or (ii), as relevant;

- (e) a position in a training course;
- (f) a position in a program funded by the Commonwealth or by a state or territory government as advised by the Department;
- (g) in another country, regardless of whether the salary is paid in Australian dollars or by an Australian company;
- (h) a position involving illegal activity;
- (i) a position involving income or funds from gambling deemed to be inappropriate by the Department;
- (j) a position that pays a commission as either the entire remuneration or part of the remuneration, except where the commission being paid to the Participant is in addition to an amount which is paid to the Participant in accordance with any applicable Commonwealth, state or territory legislation and any applicable Modern Award or the National Minimum Wage; or
- (k) a position that the Department has advised is not acceptable.

‘Vacancy’ means a:

- (a) vacant position for:
 - (i) paid Employment with an Employer; or
 - (ii) Unsubsidised Self Employment;
 - (b) a position for Employment that:
 - (i) was a QSHW Vacancy;
 - (ii) is occupied by a QSHW Eligible Stream Participant that the Provider placed into the position; and
 - (iii) the Provider chooses to rely on to achieve an Employment Outcome in the future rather than any QSHW Outcome; or
 - (c) Pre-existing Employment,
- that is not Unsuitable.

‘Valid Reason’ means a valid reason as specified in any Guidelines.

‘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 Stream Participants with opportunities to gain personal and workplace skills that will directly improve their Employment prospects.

‘Volunteer’ means a person who is:

- (a) in receipt of Income Support Payments, but:
 - (i) does not have Mutual Obligation Requirements; or
 - (ii) is not a Disability Support Pension Recipient (Compulsory Requirements);
- (b) a full-time student seeking an apprenticeship or traineeship;
- (c) not in receipt of Income Support Payments and is not:

- (i) undertaking Full-Time Study, unless the purpose for seeking Services from the Provider is to obtain an apprenticeship or traineeship;
 - (ii) Employed for 15 hours or more each week;
 - (iii) an overseas visitor on a working holiday visa or an overseas student studying in Australia; or
 - (iv) prohibited by law from working in Australia; or
- (d) otherwise identified by the Department as being a Volunteer,
- and volunteers to participate in additional activities.

‘Volunteer Online Employment Services Trial’ or **‘VOEST’** means the Commonwealth initiative of that name (or such other name as advised by the Department from time to time), administered by the Department.

‘Volunteer Online Employment Services Trial Participant’ or **‘VOEST Participant’** means a Volunteer who is identified in the Department's IT Systems as participating in the Volunteer Online Employment Services Trial.

‘Vulnerable Youth’ means a person who:

- (a) is aged 15 to 21 years;
- (b) is not Employed for more than 15 hours per week;
- (c) is not in Full-Time Study;
- (d) is not in receipt of Income Support Payments;
- (e) has at least one Serious Non-vocational Barrier; and
- (f) has a legal right to work in Australia.

‘Vulnerable Youth (Student)’ means a person who:

- (a) is aged 15 to 21 years;
- (b) is in Full-Time Study;
- (c) presents in crisis;
- (d) has at least one Serious Non-vocational Barrier; and
- (e) has a legal right to work in Australia.

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

‘Wage Subsidy Period’ means the payment period 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.

‘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.

‘Work Experience (Other) Placement’ means a short-term, observational, unpaid work experience placement that meets the eligibility requirements for a Work Experience (Other) Placement as specified under clause 109.1 and any Guidelines.

‘Work for the Dole’ means the Commonwealth program of that name designed to help job seekers gain the skills, experience and confidence that they need to move to work as soon as possible, while at the same time, making a positive contribution to their local community.

‘Work for the Dole Fees’ means the Fees set out in Table 2B in Annexure B2.

‘Work for the Dole Phase’ means the SPI Work for the Dole Phase, Stream A Work for the Dole Phase, Stream B Work for the Dole Phase and Stream C Work for the Dole Phase.

‘Work for the Dole Place’ means a place in Work for the Dole activities of a minimum of 15 hours per week duration and in accordance with any Guidelines in which a Fully Eligible Participant or DES Participant can participate.

‘Work for the Dole Place Fee’ means the Fee specified at clause 124A.2.

‘Working With Children Check’ means the process specified in, or pursuant to, relevant Working with Children Laws to screen a person 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) *Working with Children Act 2005* (Vic);
- (e) *Children’s Protection Act 1993* (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-like Experiences’ means experiences that involve Fully Eligible Participants in activities that provide them with experience similar to others in a workplace, and which should assist in preparing Fully Eligible Participants to take up employment.

‘Workshop’ means an ‘Exploring Being My Own Boss’ workshop or any other workshop specified by the Department to be a Workshop.

‘Workshop Provider’ means a NEIS Provider that is contracted by the Department to deliver Workshops (including the Provider where relevant).

‘Work Trial’ means a short period of paid employment on a trial or probation basis.

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

‘Youth Wage Subsidy’ means the Wage Subsidy of that name identified in any Guidelines.

Annexure A2 – Joint Charter of Deed Management



EMPLOYMENT SERVICES JOINT CHARTER OF DEED MANAGEMENT

The Department of Education, Skills and Employment ('the Department') and providers delivering services under this Deed (and all other employment services deeds with the Department) agree to conduct themselves in accordance with this Joint Charter of Deed Management.

A JOINT APPROACH FOR STRONGER EMPLOYMENT SERVICES

The Employment Services Joint Charter reflects our commitment to work together to ensure that employment services meet the needs of participants, employers, communities and the Australian Government.

Together, we are committed to maintaining the reputation and integrity of employment services, strengthening the employment services industry and working together to make sure services are managed and delivered effectively and provide value for money.

OUR COMMITMENTS

What providers can expect from the Department:	What the Department can expect from providers:
Respect and support	Respect
Openness and transparency	Collaboration
Integrity and accountability	
Continuous improvement	

What providers can expect from the Department

1 Respect and support

The Department will:

- respect providers' role, experience and expertise
- treat each provider with courtesy and consideration
- meet regularly with providers
- adhere to agreed communication protocols with providers
- respond to providers' queries, generally within 10 business days
- work with providers to resolve complaints, disputes or problems, and consider the perspective of all parties—including employers and participants—when developing resolutions
- support providers to implement program changes effectively
- maintain the National Customer Service Line
- maintain the Employer Hotline to facilitate connections between employers and providers.

2 Openness and transparency

The Department will:

- be transparent in our business dealings
- maintain honest and open communication
- provide consistent, accurate and timely advice
- maintain feedback mechanisms to support formal and informal feedback from providers
- consult providers wherever possible, generally through industry representatives—including on contract variations
- provide reasonable notice for providers to implement new or amended guidelines.

3 Integrity and accountability

The Department will:

- observe the Australian Public Service (APS) Code of Conduct and APS Values
- adhere to the Commonwealth Procurement Rules, including on principles of probity and ethical and fair dealings
- act honestly and in the best interests of the Government, the employment services industry, participants and the community
- be accountable for our decisions and actions
- support providers to comply with their deed requirements by:
 - streamlining and simplifying guidelines
 - providing timely feedback from contract monitoring and program assurance activities
- treat provider's information confidentially (subject to relevant deed provisions)
- exercise its rights under the deeds in good faith.

4 Continuous improvement

The Department will:

- work with the industry to promote better practice and innovation
- regularly review provider performance and deliver balanced and consistent feedback
- work with providers to help them meet the needs of employers and industry
- work with providers to reduce the administrative burden of managing and complying with deeds
- continually develop its contract management capability to make sure providers receive high quality support.

What the Department can expect from Providers

1 Respect

Providers will:

- respect the Department's role, experience and expertise
- treat participants, the Department, other providers, host organisations and industry stakeholders with courtesy and consideration
- respond to queries appropriately.

2 Collaboration

Providers will:

- develop and maintain effective relationships with the Department, employers, other providers, host organisations and industry stakeholders
- work with the Department to resolve complaints, disputes or problems, using the following informal dispute resolution process in the first instance (except for matters that are excluded under the relevant deeds):
 1. The provider initially discusses any issues or problems directly with a contract or account manager.
 2. If the dispute, complaint or problem can't be resolved, the provider requests that it be raised with the relevant state manager.
 3. If the above process does not resolve the issue, the National Contract Manager will attempt to facilitate a resolution.
 4. Any dispute or problem that cannot be resolved through this informal resolution process will be managed through the formal procedures set out in the relevant deed.

3 Integrity and accountability

Providers will:

- maintain high standards of professional conduct
- recognise and act on the Government's employment services policies
- implement program changes in a timely way
- maintain effective governance and control frameworks to provide assurance of the quality of services and compliance with relevant deeds
- act in accordance with the law and avoid any practice or activity which could bring employment services or the Department into disrepute
- manage feedback fairly, ethically and confidentially (subject to relevant deed provisions)
- make sure staff deliver accurate and consistent advice and information to participants, employers, host organisations and other stakeholders
- actively identify and manage risks.

4 Continuous Improvement

Providers will:

- work to increase outcomes for participants
- further develop service strategies that increase job outcomes for Indigenous participants
- develop tailored and effective services that meet employers' needs
- regularly review performance and work to address performance management issues
- encourage and foster innovative approaches and better practice
- support efforts to streamline activities without compromising the integrity of employment services
- maintain and strengthen the capability of staff.

PART B – EMPLOYMENT PROVIDER SERVICES

CHAPTER B1 – GENERAL EMPLOYMENT PROVIDER SERVICES

Section B1.1 – Application and allocation of Stream Participants to the Provider

72. Employment Provider Services

- 72.1 Subject to this Deed, the Provider must provide Employment Provider Services to all Stream Participants:
- (a) who are transitioned to, Referred to, Directly Register with or transfer to the Provider;
 - (b) in accordance with:
 - (i) this Part B;
 - (ii) the Stream, and the period or phase within each Stream, identified for them in the Department's IT Systems; and
 - (iii) their Job Plan; and
 - (c) for the duration of their Period of Registration, including while they are undertaking their Annual Activity Requirements and Six Month Activity Requirement.

73. Service Guarantees and Service Delivery Plan(s)

- 73.1 The Provider must:
- (a) conduct Employment Provider Services at or above the minimum standards in the Service Guarantees and in accordance with all representations made by the Provider with regards to Employment Provider Services, as specified in the Service Delivery Plan(s) and the Provider's tender response to the request for tender for this Deed;
 - (b) prominently display the Service Guarantees and Service Delivery Plan(s) in its offices and all Sites, and make these available to Stream Participants, potential Stream Participants and Employers; and
 - (c) upload the Service Delivery Plan(s) on the Provider's page of the jobactive Website.
- 73.2 The Provider must not make changes to the Service Delivery Plan(s) without the prior written agreement of the Department.

74. Engagement with other services in the community

- 74.1 In providing Employment Provider Services, the Provider must work cooperatively, and in accordance with any Guidelines, with other programs and services provided by the Commonwealth, state or territory governments, relevant local governments, and private and community services and stakeholders.

75. Volunteers

- 75.1 Subject to this Deed, the Provider must provide Services under Chapter B1 to each Volunteer, as if they were a Stream A (General) Participant and do so until they have received a total of six months of Employment Provider Services, including from any other Employment Provider.
- 75.2 Where a Volunteer transfers to the Provider under clause 82, the Provider must only provide Services to the Volunteer for the remainder of their six month Period of Service.
- 75.3 Subject to clause 95.7, the Provider must not provide Services under Chapter B1 to a Volunteer who:

- (a) has already received Services as a Volunteer for a total of six months, including from another Employment Provider;
- (b) returns to the Services as a Volunteer at 13 Consecutive Weeks or more after the date of Exit; or
- (c) is a Volunteer Online Employment Services Trial Participant.

76. Transition in

- 76.1 If directed by the Department, the Provider must provide Employment Provider Services to each Transitioned Participant in accordance with this Deed as a Stream Participant and subject to:
- (a) clause 76.2;
 - (b) Annexure B1;
 - (c) any Guidelines; and
 - (d) any directions given by the Department.
- 76.2 The Provider must Commence each Transitioned Participant in Employment Provider Services within 6 weeks of their Transition Date.
- 76.3 Where a Transitioned Participant is the subject of a Wage Subsidy or RATTUAI Payment on their Transition Date, the Provider must comply with clause 82.2.

77. Referrals

- 77.1 The Provider must only accept Referrals of Stream Participants made through the Department's IT Systems or directly by Services Australia.
- 77.2 Subject to this Deed, the Department's IT Systems will allow a flow of Referrals to the Provider within a 30 per cent tolerance of the Provider's Business Share within each Employment Region.

78. Direct Registration of Stream Participants without a Referral

- 78.1 Subject to clause 75.3, where a person presents to the Provider without a Referral, the Provider must confirm their eligibility for Direct Registration in accordance with any Guidelines, and if eligibility is confirmed, Directly Register and immediately provide Employment Provider Services to that Stream Participant in accordance with this Deed, including any Guidelines.

Volunteers

- 78.2 Subject to clause 78.4(c)(i)(A), the Provider must not Directly Register a Volunteer who presents to it without a Referral, and must instead immediately refer the Volunteer to Services Australia for referral to the Volunteer Online Employment Services Trial.

Vulnerable Youth and Vulnerable Youth (Student)

- 78.3 Where a Vulnerable Youth or Vulnerable Youth (Student) presents to the Provider without a Referral, and in the case of a Vulnerable Youth (Student), no appropriate local youth services are available, the Provider must:
- (a) immediately Directly Register them, conduct an Initial Interview, and provide them with Services under Stream C;

- (b) if they present in crisis, immediately provide, or refer them to relevant crisis assistance; and
- (c) within four weeks of the Direct Registration refer them to Services Australia to:
 - (i) determine their eligibility for Income Support Payments, regardless of whether the Provider expects them to be eligible for Income Support Payments; and
 - (ii) conduct an Assessment of them.

78.4 If the Assessment referred to in clause 78.3(c)(ii) determines that:

- (a) a Vulnerable Youth or Vulnerable Youth (Student) is eligible for Employment Provider Services under Stream C, the Provider must continue providing Services under Stream C to them as a Fully Eligible Participant for the remainder of their Period of Service;
- (b) a Vulnerable Youth (Student) is not eligible for Employment Provider Services under Stream C, the Provider must immediately Exit the Vulnerable Youth (Student);
- (c) a Vulnerable Youth:
 - (i) is not eligible for Services as a Fully Eligible Participant, the Provider must immediately Exit the Vulnerable Youth and refer the Vulnerable Youth to Services Australia;
 - (ii) is eligible for Services as a Fully Eligible Participant, the Provider must immediately provide Employment Provider Services to the Vulnerable Youth as a Fully Eligible Participant under the relevant Stream identified in the Assessment; or
 - (iii) should be referred to Disability Employment Services, the Provider must continue to provide Employment Provider Services to the Vulnerable Youth under Stream C until the Vulnerable Youth starts receiving Disability Employment Services.

Note: If the Assessment referred to in clause 78.3(c)(ii) does not occur within 90 days of a Stream Participant's Commencement, they will be Effectively Exited.

78.5 Notwithstanding any other clause in this Deed, when a Vulnerable Youth is moved into a Stream other than Stream C in accordance with clauses 78.4(c)(i) or 78.4(c)(ii):

- (a) the Payment Period and Period of Service in relation to that Vulnerable Youth are deemed to continue as if the Vulnerable Youth had Commenced in that Stream; and
- (b) the Provider will not be required to provide that Vulnerable Youth with an Initial Interview for a New Stream, but must still:
 - (i) explain the Employment Provider Services that the Provider will provide;
 - (ii) record the movement of the Vulnerable Youth in the Department's IT Systems in accordance with any Guidelines; and
 - (iii) update the Job Plan, if appropriate.

79. Change of Circumstances Reassessment

79.1 If, at any time, the individual circumstances of a Stream Participant change in a manner specified in any Guidelines, the Provider must, in accordance with any Guidelines, arrange for a Change of Circumstances Reassessment to be conducted:

- (a) by the Stream Participant, using the Job Seeker Snapshot; or
- (b) by the Provider, using a JSCI:
 - (i) where the Stream Participant is not able to complete the Job Seeker Snapshot themselves in accordance with clause 79.1(a); or

- (ii) where the Change of Circumstances Reassessment is required by clause 114.8(b)(ii).

- 79.2 The Provider must have clear evidence of a change in circumstances from the relevant Stream Participant, in accordance with any Guidelines, before conducting a Change of Circumstances Reassessment itself.
- 79.3 Where the Provider conducts a Change of Circumstances Reassessment itself, the Provider must make a Record of the evidence or information referred to in clause 79.2 on the Department's IT Systems, in accordance with any Guidelines.
- 79.4 If the Provider breaches this clause 79, the Department may, at its absolute discretion, immediately:
- (a) take action under clause 52.2; or
 - (b) terminate this Deed under clause 56.
- 79.5 If:
- (a) a Change of Circumstances Reassessment indicates that a Fully Eligible Participant should be in a higher Stream; or
 - (b) the Provider receives notification in the Department's IT Systems that the Fully Eligible Participant should be in a higher Stream,
- the Provider must immediately commence the Fully Eligible Participant in the relevant Stream and provide Employment Provider Services to the Fully Eligible Participant accordingly.

80. Relocation of Stream Participant between Provider's Sites

- 80.1 Subject to clauses 123.4 and 123.6, if a Stream Participant moves to a new location and their new location is within a reasonable distance of a Site of the Provider, the Provider must continue to provide Employment Provider Services to them at no additional cost to the Department.

Note: Subject to clause 88.14, if a Stream Participant moves to a new location in accordance with clause 80.1, the transfer of any Fees or Employment Fund credits is an internal matter for the Provider.

81. Transfer of Stream Participants from the Provider

- 81.1 A Stream Participant may, at any time, be transferred from the Provider to another Employment Provider:
- (a) by Services Australia or the Department, where the Stream Participant moves to a new location that is not within a reasonable distance of a Site of the Provider;
 - (b) by the Department, where the Department is satisfied that:
 - (i) the Stream Participant will receive services that could better enhance their Employment prospects from the other Employment Provider; or
 - (ii) the Stream Participant and the Provider are unable to achieve or maintain a reasonable and constructive servicing relationship, as determined by the Department;
 - (c) if the Department, the Provider, another Employment Provider and the Stream Participant agree to the transfer; or
 - (d) by the Department, where:
 - (i) a Stream A Participant's Period of Registration exceeds 24 months; or

- (ii) a Stream B Participant or Stream C Participant's Period of Registration exceeds 36 months; and
 - (iii) they remain unemployed,
- unless:
- (iv) the Stream Participant achieves an Employment Outcome or an HTS jobactive Outcome, in which case the time under clause 81.1(d)(i) and (ii) runs from the date of the achievement of the Outcome; or
 - (v) there is no available Employment Provider in the relevant Employment Region for the Stream Participant to transfer to;
- (e) by the Department, where the Department reduces the Provider's Business Share in accordance with this Deed;
 - (f) if initiated by the Stream Participant:
 - (i) directly with the Department and the Department is satisfied that the Stream Participant considers that they will receive services that could better enhance their Employment prospects from the other Employment Provider; or
 - (ii) through the Department's IT Systems and, subject to clause 81.1B and any Guidelines, the Provider does not oppose the transfer of the Stream Participant to the other Employment Provider within three Business Days following notification by the Department that the Stream Participant has initiated the transfer; or
 - (g) by the Department, for any other reason.

81.1A A Stream Participant may, at any time, be transferred from the Provider to a NEST Provider or to the Digital Services Contact Centre, as relevant:

- (a) by Services Australia or the Department, where the Stream Participant moves to a new location that is within a NEST Employment Region; or
- (b) by the Department, for any other reason at its sole discretion.

81.1B For the purpose of clause 81.1(f)(ii), the Provider may only oppose the transfer of the Stream Participant to another Employment Provider, in accordance with Guidelines or as otherwise approved by the Department in writing.

81.2 If a Stream Participant is transferred in accordance with clause 81, the Provider must, in accordance with any Guidelines:

- (a) immediately provide sufficient assistance and cooperation to any person nominated by the Department to facilitate the transfer;
- (b) comply with the Department's directions in relation to the transfer or destruction of Deed Material and Commonwealth Material in the Provider's possession or control, including that stored in External IT Systems; and
- (c) subject to clause 81.2(b), maintain all Records relating to the Stream Participant in accordance with clause 37.9.

81.3 Where a Stream Participant is the subject of a Wage Subsidy Agreement or an RATTUAI Agreement on the date of their transfer from the Provider, the Provider must, notwithstanding that the Stream Participant has Exited or is not part of the Provider's caseload:

- (a) remain a party to, and continue to comply with, the Wage Subsidy Agreement or RATTUAI Agreement, as relevant; and

- (b) continue to comply with this Deed, including clause 89 in relation to the Wage Subsidy Agreement, or clause 90 in relation to the RATTUAI Agreement, as relevant, unless otherwise Notified by the Department.

82. Transfer of Stream Participants to the Provider

- 82.1 If a Stream Participant is transferred to the Provider for any reason, the Provider must, in accordance with any Guidelines:
- (a) immediately provide sufficient assistance and cooperation to any person nominated by the Department, to enable Employment Provider Services to be provided, or continue to be provided, to the Stream Participant;
 - (b) conduct an Initial Interview with the Stream Participant in accordance with clause 85;
 - (c) immediately provide Employment Provider Services to the Stream Participant in accordance with this Deed; and
 - (d) comply with the Department's directions in relation to the transfer of Material and Stream Participants.
- 82.2 Where a Stream Participant is the subject of a Wage Subsidy Agreement or an RATTUAI Agreement on the date of their transfer to the Provider, the Provider must, if Notified by the Department:
- (a) notwithstanding that the Stream Participant has Exited or is not part of the Provider's caseload, use its best endeavours to enter into a Wage Subsidy Agreement or a RATTUAI Agreement, as relevant, with the Wage Subsidy Employer or the Stream Participant, as relevant, for a period as advised by the Department;
 - (b) advise the Department if it is unable to enter into a Wage Subsidy Agreement or RATTUAI Agreement, as relevant; and
 - (c) comply with any direction by the Department in relation to the Stream Participant.

Notes to clauses 81 and 82

Note 1: If a Stream Participant is transferred to or from the Provider:

- (a) clause 88.14 describes how adjustments are made to the Employment Fund;
- (b) clauses 123.3 and 123.4 describe how adjustments are made to Administration Fees; and
- (c) during a 4 Week Period, 12 Week Period or 26 Week Period, or an HTS 4 Week Period, HTS 12 Week Period or HTS 26 Week Period, clause 125 describes the situation with regards to eligibility to claim an Outcome Payment.

Note 2: The Department will adjust the Business Share of the Provider under clause 20.1 after each quarter during the Term of this Deed to account for transfers of Stream Participants to or from the Provider pursuant to clause 81.1(d).

- 82.2A Except for an Activity Host Agreement for a Work for the Dole activity, where a Stream Participant is the subject of an Activity Host Organisation Agreement on the date of their transfer from another Employment Provider to the Provider, the Provider must:
- (a) use its best endeavours to:
 - (i) novate the relevant Activity Host Organisation Agreement to it;
 - (ii) enter into a new Activity Host Organisation Agreement with the relevant Activity Host Organisation on the same terms as the current Activity Host Organisation Agreement; or
 - (iii) if the other Employment Provider provides the Activity itself, enter into an Activity Host Organisation Agreement with the other Employment Provider;

- (b) advise the Department if it is unable to novate the relevant Activity Host Organisation Agreement or enter into an Activity Host Organisation Agreement within 10 Business Days of becoming aware of this inability; and
- (c) comply with any direction by the Department in relation to the Stream Participant.

Transition to Work Participants

- 82.3 Where the Provider is advised by the relevant Transition to Work Provider that a Transition to Work Participant is exiting the Transition to Work Service and moving to jobactive, the Provider must, in accordance with any Guidelines:
- (a) cooperate, as required, with the Transition to Work Provider to help the Transition to Work Participant to move back into Employment Provider Services;
 - (b) participate in a meeting with the Transition to Work Participant and the Transition to Work Provider to prepare the Transition to Work Participant for their commencement of servicing under jobactive, including, amongst other things, advising the Transition to Work Participant of their Mutual Obligation Requirements (if relevant) and determining appropriate activities for the Transition to Work Participant to participate in during the Work for the Dole Phase, so as to meet their Mutual Obligation Requirements (if relevant); and
 - (c) where relevant, conduct an Initial Interview with the Transition to Work Participant and the Transition to Work Provider in accordance with clause 85 in the Transition to Work Participant's final week of their participation in the Transition to Work Service.

Time to Work Participants

- 82.4 Where the Provider is advised by a Time to Work Provider that a Time to Work Participant is exiting the Time to Work Employment Service and moving to jobactive, the Provider must:
- (a) cooperate with the Time to Work Provider to help the Time to Work Participant move into Employment Provider Services; and
 - (b) during the three week period preceding the Time to Work Participant's release from prison, participate in a facilitated transfer meeting with the Time to Work Participant and the Time to Work Provider to prepare the Time to Work Participant for their commencement of servicing under jobactive.

83. Appointments with Stream Participants

- 83.1 Unless otherwise agreed with the Department, the Provider must ensure that the Electronic Calendar has, at all times, capacity to receive an Appointment within the next two Business Days.
- 83.2 Where:
- (a) a Stream Participant Directly Registers with the Provider; or
 - (b) the Provider or Stream Participant needs to reschedule an Appointment,
- the Provider must make an Appointment with the Stream Participant at the next available opportunity.
- 83.3 Where a Stream Participant has an Appointment with the Provider, the Provider must, in accordance with this Deed including any Guidelines:
- (a) provide the Stream Participant with a Contact on the date and at the time of the Appointment as recorded in the Electronic Calendar; and

- (b) record the Stream Participant's attendance at the Appointment in the Electronic Calendar by close of business on the day that the Appointment is scheduled to occur.

83A. Recording Engagements in the Electronic Calendar

83A.1 Clause 83A.2 applies to any:

- (a) Fully Eligible Participant (Mutual Obligation); and
- (b) other Stream Participant as specified in any Guidelines.

83A.2 Subject to clause 83A.1, the Provider must, in accordance with the requirements of the Department's IT Systems and any Guidelines, record in each Participant's Electronic Calendar details of all:

- (a) Mutual Obligation Requirements; and
- (b) other:
 - (i) Contacts;
 - (ii) Activities;
 - (iii) job interviews;
 - (iv) Employment, if the hours are regular and can reasonably be scheduled by the Provider;
 - (v) Education and training;
 - (vi) drug and/or alcohol treatment;
 - (vii) workshops, training and other activities delivered by the Provider to Stream Participants; and/or
 - (viii) third party appointments,in which the Stream Participant is engaged to participate.

Note: The Provider must also monitor and record each Fully Eligible Participant (Mutual Obligation)'s participation against their Mutual Obligation Requirements, and respond to any non-compliance by a Participant with their Mutual Obligation Requirements, in accordance with Chapter B3 Targeted Compliance Framework and Activities.

83A.3 When recording an Engagement, the Provider must also:

- (a) notify the Participant, in the manner required by the Department's IT Systems, of:
 - (i) the dates and times recorded by the Provider for the Engagement; and
 - (ii) if it is the first time that the Participant will participate in an Engagement of that kind, the evidence required (if any) to confirm their participation in the Engagement; and
- (b) if the Engagement forms a part of a Fully Eligible Participant (Mutual Obligation)'s Mutual Obligation Requirements:
 - (i) notify the Participant, in the manner required by the Department's IT Systems, of whether the Engagement is:
 - (A) compulsory;
 - (B) a voluntary activity that contributes to the Participant's Annual Activity Requirement or Six Month Activity Requirement; or
 - (C) a Reconnection Requirement; and

- (ii) ensure that the Participant understands how to meet the Mutual Obligation Requirement and the consequences for failing to meet the Mutual Obligation Requirement.

Engagements conflicting with Personal Events

- 83A.4 Where the Provider is considering recording an Engagement in a Participant's Electronic Calendar with the Engagement scheduled to occur at a Personal Event Time, the Provider must, in accordance with any Guidelines:
- (a) if the Engagement is not a Mutual Obligation Requirement, record the Engagement so that it is not scheduled to occur at the Personal Event Time; or
 - (b) if the Engagement is a Mutual Obligation Requirement:
 - (i) advise the Participant that, even though the Participant has recorded a Personal Event, the Provider may still record the Mutual Obligation Requirement so that it is scheduled to occur at the Personal Event Time;
 - (ii) discuss with the Participant whether it is appropriate to so record the Mutual Obligation Requirement, including whether the Participant has sufficient notice, and is able, to make other arrangements for the Personal Event; and
 - (iii) record the Mutual Obligation Requirement so that it is scheduled to occur at:
 - (A) the Personal Event Time if the Provider assesses that it is appropriate to do so, record the Provider's reasons for this assessment, and manage the conflicting events in the Electronic Calendar; or
 - (B) a time that is not the Personal Event Time.

Section B1.2 – Contacts

84. Contacts

- 84.1 The Provider must provide each Stream Participant with the following Contacts in accordance with this Deed including any Guidelines:
- (a) an Initial Interview on the date of the relevant Appointment in the Provider's Electronic Calendar, or as subsequently arranged between them and the Provider;
 - (b) for SPI Participants, one Contact each month to discuss Job Searches they have undertaken in the previous month and to identify jobs that they can be referred to;
 - (c) for Transition to Work Participants, participate in a preparation meeting in accordance with clause 82.3(b);
 - (d) for Time to Work Participants, participate in a facilitated transfer meeting in accordance with clause 82.4(b);
 - (e) for each Fully Eligible Participant (Mutual Obligation):
 - (i) Capability Interviews;
 - (ii) any Contact that is a Reconnection Requirement; and
 - (iii) any other Contacts required in accordance with Chapter B3.1; and
 - (f) any other Contacts:
 - (i) as outlined in the Provider's Service Delivery Plan and its tender response to the request for tender for this Deed; and

- (ii) as otherwise required to ensure the Stream Participant satisfies the requirements of their Job Plan.

84.2 The Provider must, in accordance with any Guidelines, ensure that:

- (a) each Contact is appropriately tailored to meet the circumstances of the individual Stream Participant; and
- (b) the result of the Contact is recorded in the Department's IT Systems.

85. Initial Interviews

85.1 The Provider must, during the Initial Interview for each Stream Participant:

- (a) confirm the Stream Participant's identity;
- (b) explain the Employment Provider Services that the Provider will provide to them;
- (c) identify their strengths and any issues they may have relating to finding Employment;
- (d) for Fully Eligible Participants (Mutual Obligation), explain their rights and obligations under the Social Security Law and the consequences of not meeting their Mutual Obligation Requirements;
- (e) for Disability Support Pension Recipients (Compulsory Requirements), explain their rights and obligations under the Social Security Law and the consequences of not participating in accordance with their Job Plan;
- (f) prepare or update a Job Plan for them;
- (g) provide them with details of the current National Minimum Wage, the Fair Work Ombudsman website (including the Pay and Conditions Tool) and contact details for the Fair Work Ombudsman; and
- (h) otherwise comply with any Guidelines.

85.2 In addition to the requirements set out in clause 85.1, the Provider must:

- (a) at the Initial Interview; or
- (b) in the case of a Stream B (General) Participant and Stream C Participant, at such times as is deemed appropriate by the Provider based on the person's individual needs,

for each Stream Participant:

- (c) canvass with them the jobs that Employers have available in the local labour market;
- (d) refer them to suitable Vacancies in accordance with clause 91; and
- (e) provide Self-help Facilities in accordance with clause 86.1.

85.3 Reserved.

85.4 The Provider must ensure that each Initial Interview is delivered face to face, unless there are Exceptional Circumstances, or the Department agrees otherwise in writing.

Section B1.3 – Self-help Support for Stream Participants

86. Self-help Facilities

86.1 In accordance with Chapter 2, the Provider:

- (a) must make available at each of its Sites, and provide advice on how to use, Self-help Facilities so as to enable each Stream Participant to:

- (i) access self-help tools made available by the Department or as otherwise identified by the Stream Participant or the Provider; and
 - (ii) undertake active and ongoing job searching;
- (b) must provide to each Stream Participant:
 - (i) access to suitable Vacancies;
 - (ii) advice about the best ways to look for and find work;
 - (iii) advice about local, regional, or national employment opportunities;
 - (iv) assistance, as required, to apply for jobs;
 - (v) access to free Wi-Fi facilities at each Site; and
 - (vi) information about skill shortage areas; and
- (c) where appropriate, assist Stream Participants to prepare a résumé and load the completed résumé onto the Department's IT Systems.

86.2 The Provider must establish and implement controls to ensure the appropriate use of Self-help Facilities by Stream Participants, including with regard to the Cybersafety Policy.

Section B1.4 – Job Plans

87. General requirements for a Job Plan

- 87.1 The Provider must ensure that, at all times, each Stream Participant has a current and up to date Job Plan.
- 87.2 In addition to the Provider's obligations under clause 118 in relation to the Social Security Law, the Provider must ensure that the relevant Delegate complies with the rules set out in any Guidelines when entering into or updating a Job Plan.
- 87.3 The Provider must provide the Stream Participant with the assistance, and arrange and monitor the activities, specified in the Participant's Job Plan.

Entering into a Job Plan

- 87.4 Subject to clause 87.5, if, at their Initial Interview:
 - (a) a Stream Participant does not have a Job Plan; or
 - (b) in any case, they have transferred to the Provider from another Employment Provider, a NEST Provider, the Digital Services Contact Centre, Online Employment Services, or the Volunteer Online Employment Services Trial,
 the Provider must:
 - (c) ensure that a Delegate creates, enters into and approves a new Job Plan with the Stream Participant; and
 - (d) explains the Job Plan to the Stream Participant, in accordance with any Guidelines.

ParentsNext Participants

- 87.5 The Provider must not enter into or update a Job Plan for a ParentsNext Participant.

Contents of a Job Plan

- 87.6 Subject to clause 87.5, the Provider must ensure that the Job Plan for each Stream Participant:
- (a) contains the terms with which the Stream Participant must comply in order to satisfy their Mutual Obligation Requirements (including their Annual Activity Requirement and Six Month Activity Requirement) (if any), including:
 - (i) the Stream Participant's Job Search Requirements;
 - (ii) the Activities that the Stream Participant must participate in to meet their Annual Activity Requirement and Six Month Activity Requirement; and
 - (iii) the Stream Participant's personal responsibility for self-reporting participation against their Mutual Obligation Requirements, unless the Provider has assessed that the Stream Participant is not capable of self-reporting in accordance with clause 106A.1(a);
 - (b) contains the details of any vocational and non-vocational activities that are specifically tailored to address the Stream Participant's individual needs or Partial Capacity to Work (if relevant), and that are designed to help them overcome any Vocational Barriers and Non-Vocational Barriers having regard to the particular Employment Provider Services the Stream Participant is receiving;
 - (c) where the Stream Participant has participated in the Time to Work Employment Service, takes into account any current Transition Plan identified in the Department's IT Systems;
 - (d) is updated to include details of additional voluntary activities, if they:
 - (i) are subject to an Exemption or fully meeting their Mutual Obligation Requirements (if any); and
 - (ii) volunteer to participate in additional activities;
 - (e) is updated, within the timeframe specified in any Guidelines, when any event occurs that results in the need to change the Stream Participant's Mutual Obligation Requirements or servicing (including to take into account the outcome of any Capability Interview or Capability Assessment); and
 - (f) is in a form approved by the Department and specifies all information required by any Guidelines.
- 87.7 Subject to passage of the *Social Services Legislation Amendment (Drug Testing Trial) Bill 2019* (Cth), where a Stream Participant is a Drug Test Trial Participant, the Provider must:
- (a) as relevant, enter into or update the Stream Participant's Job Plan so as to include a compulsory requirement relating to undertaking Drug Treatment; and
 - (b) assist the Stream Participant to participate in Drug Treatment in accordance with any Guidelines.

Section B1.5 – Employment Fund

READER'S GUIDE

- The General Account is a flexible pool of funds held by the Department which may be accessed by Employment Providers for Reimbursement of purchases of goods or services which genuinely assist Stream Participants to build experience and skills to get a job. It must also be used by Employment Providers for Reimbursement of a Restart Wage Subsidy, Youth Wage Subsidy, Parent Wage Subsidy

or Long Term Unemployed & Indigenous Wage Subsidy where the relevant Wage Subsidy Agreement was entered into on or after 2 January 2019.

- Youth Bonus Wage Subsidies are not Reimbursed out of the General Account.

88. Employment Fund

- 88.1 Subject to this clause 88, the Provider may seek Reimbursements from the Employment Fund only in relation to Stream Participants and only in accordance with any Guidelines.
- 88.2 Each claim for Reimbursement must be rendered by the Provider to the Department:
- (a) for a Reimbursement from the General Account, no more than 56 days after the relevant purchase has been made by the Provider or as otherwise specified in any Guidelines; or
 - (b) for a Reimbursement of a Wage Subsidy from the General Account, no more than 56 days after the end of the relevant Wage Subsidy Placement or as otherwise specified in any Guidelines.

Note: For Youth Bonus Wage Subsidies, the timeframe requirement for rendering claims for Reimbursement is set out in clause 89.5.

- 88.3 The Provider may purchase goods and services for Stream Participants in advance in accordance with any Guidelines, and where it claims a Reimbursement in relation to such goods and services, the Provider must, where required by any Guidelines, record the details of each Stream Participant that was assisted by such a purchase in the Department's IT Systems.
- 88.4 If, in the Department's view, the Provider has claimed Reimbursement from the Employment Fund in a manner which is inconsistent with this clause 88, the Department may, in addition to any other action available under this Deed, take the action described in clause 88.7(a).
- 88.5 The Department may advise the Provider of persons other than Stream Participants in relation to which the Employment Fund may be used, and where the Department so advises, this clause 88 will apply to those persons as if they were Stream Participants.
- 88.6 The Department may direct the Provider to deliver specific additional services to support the local labour market, for which an agreed Employment Fund credit or funding will be made available in accordance with the Guidelines, and for which amounts may be quarantined or reserved in accordance with clause 88.7(b).
- 88.7 The Department may, at any time:
- (a) impose limits upon the Provider's access to the Employment Fund; and
 - (b) determine that amounts within the Employment Fund are to be quarantined or reserved for particular purposes and, where such amounts have been so quarantined or reserved, the Provider must not seek Reimbursement for a purpose other than that for which the amounts have been quarantined or reserved.

- 88.8 The Provider must not represent notional credits allocated to it in the Employment Fund in its financial accounts.

The General Account

- 88.9 Subject to clauses 88.10 to 88.14, the Employment Fund will be credited:
- (a) once, in the amounts and at the times specified in Table 3 of Annexure B2; and

(b) once again, in the amounts specified in Table 3 of Annexure B2, on the Commencement of each Stream Participant in any higher Stream,
during their Period of Unemployment.

88.10 The Provider may only seek Reimbursements from the General Account in accordance with the credits available to them as specified in the Department's IT System at the time of the Provider's claim.

88.11 Subject to any Guidelines, the Employment Fund will be credited in accordance with clause 88.9 for each NEST Participant who, upon being transferred from the New Employment Services Trial to the Provider, Commences as a Stream Participant.

88.12 Subject to any Guidelines, the Employment Fund will be credited in accordance with clause 88.9 for each Online Employment Services Participant and Volunteer Online Employment Services Trial Participant who, upon being transferred from Online Employment Services or the Volunteer Online Employment Services Trial to the Provider, Commences as a Stream Participant.

88.13 For each Transitioned Participant, the Employment Fund will be credited in accordance with Annexure B1 (and not in accordance with clause 88.9), on the Transitioned Participant's Commencement in accordance with clause 76.2.

88.14 Where a Stream Participant transfers from the Provider:

- (a) in accordance with clauses 81.1(a), 81.1(b), 81.1(c) and 81.1(f), the transfer of any General Account credits will be a matter for the Provider to negotiate with the other Employment Provider;
- (b) at the Department's direction in accordance with clause 81.1(d), 50 per cent of the General Account credit made available to the Provider in respect of the Stream Participant (as per Table 3 of Annexure B2 for their current Stream), will be transferred to or from the Provider in accordance with any Guidelines;

Note: The Provider's General Account may go into a negative balance as a result of these transfers.

- (c) in accordance with clauses 81.1(e), 81.1(g), 101.3(c)(iii) or 101.3(d)(iii), the Department will transfer any remaining General Account credits from the Provider to another Employment Provider taking into account the Stream Participant's Stream and the proportion of the Provider's caseload being transferred; and
- (d) in accordance with clause 81.1A, the Provider is not required to transfer General Account credits to the NEST Provider.

88.15 Subject to clauses 88.15A and 88.16, the Provider may transfer amounts credited at one Site to another Site regardless of the Employment Region.

88.15A The Provider must not transfer amounts credited within:

- (a) a jobactive Employment Region to a NEST Employment Region; or
- (b) a NEST Employment Region to a jobactive Employment Region.

88.16 The Department may, at any time:

- (a) increase or reduce the amounts credited to the Employment Fund; or
- (b) place limits on or restrict the Provider's ability to transfer amounts credited to the Employment Fund between its Sites.

89. Wage Subsidies

Note: Clause 89 applies to both Wage Subsidies Reimbursed from the General Account and Youth Bonus Wage Subsidies.

- 89.1 The Provider must offer, manage, deal with enquiries, and report on Wage Subsidies, in accordance with any Guidelines.
- 89.2 Subject to any contrary provision specified in any Guidelines, the Provider must only pay a Wage Subsidy to a Wage Subsidy Employer with respect to a Wage Subsidy Participant if the Provider has, for each Wage Subsidy Period, first:
- (a) confirmed that:
 - (i) the Stream Participant is a Wage Subsidy Participant; and
 - (ii) the relevant Employment position is a Wage Subsidy Placement;
 - (b) entered into a Wage Subsidy Agreement with the relevant Wage Subsidy Employer;
 - (c) received from the relevant Wage Subsidy Employer, Documentary Evidence of the Wage Subsidy Participant's Employment for each relevant Wage Subsidy Period; and
 - (d) confirmed that the Wage Subsidy Employer is compliant with the Wage Subsidy Agreement,
- and done so in accordance with any Guidelines.
- 89.3 Subject to any contrary provision specified in any Guidelines, the Provider must ensure that each payment of a Wage Subsidy is:
- (a) paid from the Provider's own funds;
 - (b) paid to the relevant Wage Subsidy Employer only once for each Wage Subsidy Participant;
 - (c) paid for the relevant Wage Subsidy Period and in the instalment amount as specified in any Guidelines; and
 - (d) otherwise paid in accordance with any Guidelines.

Reimbursement

- 89.4 Once the Provider has properly paid a Wage Subsidy in accordance with clause 89.2 and 89.3, 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 89 and any Guidelines; and
 - (b) for Wage Subsidies Reimbursed from the General Account, also in accordance with clause 88.
- 89.5 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 from the General Account, the timeframe requirement for rendering claims for Reimbursement is set out in clause 88.2(b).
- 89.6 The Department will Reimburse the Provider for each Wage Subsidy that has been:
- (a) paid by the Provider in accordance with this clause 89;
 - (b) properly claimed by the Provider in accordance with this clause 89 and any Guidelines; and
 - (c) for Wage Subsidies Reimbursed from the General Account, also properly claimed by the Provider in accordance with clause 88.

- 89.7 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 make a claim for Reimbursement:
- (a) in accordance with this clause 89 and any Guidelines; and
 - (b) for Wage Subsidies Reimbursed from the General Account, also in accordance with clause 88.

Section B1.6 – Employment incentives

90. Relocation Assistance to Take Up a Job (RATTUAJ)

- 90.1 The Provider must offer, manage, deal with enquiries and report on RATTUAJ Payments, in accordance with any Guidelines.
- 90.2 The Provider must only pay a RATTUAJ Payment if the Provider has first, in accordance with any Guidelines:
- (a) correctly confirmed that:
 - (i) the person is a RATTUAJ Participant;
 - (ii) the relevant Employment position is a RATTUAJ Placement; and
 - (iii) the proposed address to which the RATTUAJ Participant is relocating is eligible for a RATTUAJ Payment at the amount of the proposed payment;
 - (b) received from the relevant RATTUAJ Participant, Documentary Evidence to support their entitlement to a RATTUAJ Payment at the amount of the proposed payment;
 - (c) entered into a RATTUAJ Agreement with the RATTUAJ Participant; and
 - (d) confirmed that the RATTUAJ Participant is compliant with the RATTUAJ Agreement.
- 90.3 The Provider must ensure that each RATTUAJ Payment is paid in full from the Provider's own funds, and otherwise paid in accordance with the requirements specified in any Guidelines.
- 90.4 The Provider must end each RATTUAJ Agreement in the circumstances and in the manner specified in any Guidelines.

Reimbursement

- 90.5 Once the Provider has properly paid a RATTUAJ Payment in accordance with this clause 90, the Provider may submit a claim for Reimbursement through the Department's IT Systems for no more than the same amount as that RATTUAJ Payment, but must only do so in accordance with any Guidelines.
- 90.6 The Department will Reimburse the Provider for each RATTUAJ Payment that the Provider makes in accordance with this Deed and properly made claims under clause 90.5.

90A. Seasonal Work Incentives for Job Seekers Trial

READER'S GUIDE

The Seasonal Work Incentives for Job Seekers Trial is a two-year trial commencing on 1 July 2017 and ending on 30 June 2019 in which QSHW Eligible Stream Participants can participate in QSHW and earn an extra \$5,000 each year without affecting their Income Support Payments and access a Seasonal Work Living Away and Travel Allowance of up to \$300 each year, where the QSHW is more than 120 km from their home. The Seasonal Work Living Away and Travel Allowance is paid by the Department to the Provider and the Provider pays this allowance to relevant QSHW Eligible Stream Participants.

Clause 91 applies to QSHW Vacancies in the same way that it applies to other types of Vacancies. Clause 90A imposes additional requirements regarding QSHW Vacancies.

The Provider must lodge every QSHW Vacancy that it obtains on the Department's IT Systems, and, when recording the QSHW Vacancy in the Department's IT Systems, select the Vacancy type 'Qualifying Seasonal Horticultural Work' if they want to claim the \$100 Provider Seasonal Work Incentive Payment. Subject to the requirements of clauses 125.10 and 125.12, the Provider may claim the \$100 Provider Seasonal Work Incentive Payment for each week (up to a maximum of 6 weeks) that a QSHW Eligible Stream Participant is in a QSHW Placement and satisfies the requirements for a QSHW Outcome.

Where a QSHW Eligible Stream Participant in a QSHW Placement obtains ongoing Employment in that position, the Provider may choose to record the position as a new Vacancy in accordance with clause 91. The usual requirements regarding Employment Outcomes will then apply to that position and the Provider will no longer be able to claim the Provider Seasonal Work Incentive Payment for it.

- 90A.1 The Provider must deal with enquiries, manage and report on the Seasonal Work Incentives for Job Seekers Trial, in accordance with any Guidelines.
- 90A.2 In accordance with any Guidelines, the Provider:
- (a) must ensure that, before they refer any Stream Participant for a QSHW Vacancy, the Stream Participant:
 - (i) is QSHW Eligible;
 - (ii) has appropriate skills for the QSHW Vacancy;
 - (iii) is willing to do that work for at least 6 weeks; and
 - (iv) has been provided with details of the QSHW Employer and QSHW Vacancy so that the Stream Participant can gain an understanding of the type and volume of work that they would be doing if placed in the QSHW Vacancy;
 - (b) must record each QSHW Placement Start Date in the Department's IT Systems within 56 days after the QSHW Placement Start Date;
 - (c) where a QSHW Eligible Stream Participant is identified on the Department's IT Systems on the relevant QSHW Placement Start Date as having a disability and a Partial Capacity to Work, must ensure that the Stream Participant is not required to work more than the maximum number of hours per week in the range as assessed by Services Australia through an ESAt or JCA; and
 - (d) must retain Documentary Evidence relating to each QSHW Placement.

Seasonal Work Living Away and Travel Allowance

- 90A.3 Up until 30 June 2020, the Provider must, in accordance with any Guidelines, pay the Seasonal Work Living Away and Travel Allowance to any QSHW Eligible Stream Participant placed by the Provider into a QSHW Vacancy where the relevant QSHW is more than 120km away from the Stream Participant's residence.

Section B1.7 – Vacancy management

91. Vacancy management

- 91.1 The Provider must engage and work with Employers to understand their needs and identify job opportunities.

- 91.2 The Provider must, in accordance with any Guidelines, lodge every Vacancy that it creates or obtains on the Department's IT Systems.

Note: The Provider may lodge more than one similar vacant position with the same Employer as a Vacancy, on the Department's IT Systems.

- 91.3 The Provider must:

- (a) where a position for paid Employment is sourced by the Provider, ensure that the position is paid at a rate at least equivalent to:
 - (i) the minimum rate prescribed in any Modern Award that covers or applies to the position; or
 - (ii) if no Modern Award covers or applies to the position, the National Minimum Wage,before lodging the position as a Vacancy;
- (b) not lodge an Unsuitable position as a Vacancy; and
- (c) ensure that the details of each Vacancy lodged on the Department's IT Systems are complete, up to date, and comply with any conditions of use specified in any Guidelines.

Note 1: For the avoidance of doubt, the Provider is not required to:

- (a) comply with clause 91.3(a) in relation to Unsubsidised Self Employment, Pre-existing Employment or any position sourced by a Participant themselves;
- (b) for clause 91.3(a), ensure that the relevant position is paid in accordance with any applicable Enterprise Agreement; or
- (c) verify that the Employment was paid in accordance with any applicable Enterprise Agreement, Modern Award or the National Minimum Wage at the point of claiming a related Outcome.

- 91.4 The Provider must, in accordance with any Guidelines:

- (a) refer suitable Stream Participants to Employers with Vacancies;
- (b) advise Fully Eligible Participants (Mutual Obligation) that they are required to take any suitable job and of the consequences of failing to do so;
- (c) encourage Stream Participants to consider job opportunities outside of their local area; and
- (d) record the Job Seeker Placement Start Date in the Department's IT Systems:
 - (i) within 56 days of each Stream Participant commencing in:
 - (A) Employment, where the Stream Participant is successful in gaining Employment; or
 - (B) Unsubsidised Self Employment, as relevant; or
 - (ii) for a Stream Participant who satisfies the requirements of clause 125.1(c) or (e), within 56 days of the date of the relevant significant increase, or as otherwise specified in any Guidelines or advised by the Department.

Note: The Provider can only claim Outcome Payments in relation to referrals of Stream Participants from its own caseload.

Section B1.8 – Participant Suspension and Exit from Employment Provider Services

92. Effect of Suspensions

- 92.1 Where a Stream Participant is Suspended, the Stream Participant's Period of Unemployment continues but the Stream Participant's:

- (a) current Period of Service;
- (b) current Period of Registration; and
- (c) Payment Period (if still current);

are halted and recommences when the Suspension ends.

93. Suspensions

Fully Eligible Participants

93.1 The Provider agrees that a Fully Eligible Participant is Suspended if:

- (a) Services Australia notifies the Provider that a Fully Eligible Participant:
 - (i) has an Exemption;
 - (ii) who has part-time Mutual Obligation Requirements, is fully meeting these requirements; or
 - (iii) who is aged 55 years or over, and has Mutual Obligation Requirements, is meeting those requirements; or
- (b) the Fully Eligible Participant:
 - (i) has a temporary reduced work capacity of less than 15 hours per week; or
 - (ii) is identified as a PCW Participant who has a current and future work capacity of less than 15 hours per week.

93.2 The Provider agrees that a Fully Eligible Participant will remain Suspended until, as relevant:

- (a) Services Australia notifies the Provider that their Exemption has reached its end date;
- (b) the Provider identifies, or is notified by Services Australia, that the Fully Eligible Participant has:
 - (i) ceased to fully meet his or her Mutual Obligation Requirements; or
 - (ii) volunteered to participate in additional activities in accordance with clause 93.4;
- (c) the period of temporary reduced work capacity specified in the Fully Eligible Participant's ESAt or JCA as recorded in the Department's IT Systems ends; or
- (d) the Fully Eligible Participant Exits in accordance with clause 95 or 96.

93.3 If the Provider identifies, or is notified by Services Australia, that a Fully Eligible Participant who is Suspended under this clause 93 has ceased to fully meet his or her Mutual Obligation Requirements:

- (a) the Provider must:
 - (i) update the Fully Eligible Participant's Job Plan as appropriate; and
 - (ii) provide Employment Provider Services to the Fully Eligible Participant, in accordance with his or her updated Job Plan and his or her current Stream; and
- (b) the Fully Eligible Participant's Payment Period, Period of Registration and current Period of Service resume from the date that the Provider or Services Australia records on the Department's IT Systems that the Fully Eligible Participant has ceased to fully meet his or her Mutual Obligation Requirements.

- 93.4 If the Provider identifies, or is notified by Services Australia, that a Fully Eligible Participant who is Suspended under clause 93.1 has decided to volunteer to participate in additional activities, the Provider must:
- (a) agree with the Fully Eligible Participant on what voluntary activities he or she will participate in;
 - (b) update the Fully Eligible Participant's Job Plan as appropriate;
 - (c) record on the Department's IT Systems that the Fully Eligible Participant is participating as a Fully Eligible Participant (Voluntary); and
 - (d) provide Employment Provider Services to the Fully Eligible Participant, in accordance with his or her updated Job Plan and in the Fully Eligible Participant's current Stream, for the period of the agreed voluntary activity, taking into account the reason for the Exemption, where applicable.
- 93.5 Where a Fully Eligible Participant who was Suspended under clause 93.1(b) decides to participate as a Fully Eligible Participant (Voluntary) under clause 93.4, and the Provider identifies, or is notified by Services Australia, that the Fully Eligible Participant (Voluntary) has ceased to fully meet his or her Mutual Obligation Requirements, the Provider must update the Fully Eligible Participant's Job Plan to remove reference to the voluntary activities and to change the Mutual Obligation Requirements activities, if required, and record on the Department's IT Systems that the Fully Eligible Participant is participating as a Fully Eligible Participant (Mutual Obligation), and not as a Fully Eligible Participant (Voluntary).
- 93.6 Where a Fully Eligible Participant (Mutual Obligation):
- (a) has been Suspended during the Work for the Dole Phase for fully meeting their Mutual Obligation Requirements by undertaking Activities to meet their Annual Activity Requirement; and
 - (i) then ceases to be Suspended for any reason,
 - (ii) the Provider must resume providing Employment Provider Services to the Fully Eligible Participant (Mutual Obligation):
 - (iii) at the start of the relevant Case Management Phase; or
 - (iv) where the Suspension was for less than the time remaining for them in the Work for the Dole Phase, at the point in the relevant Work for the Dole Phase that they would have been had the Suspension not occurred; and
 - (b) has been Suspended for fully meeting their Mutual Obligation Requirements by undertaking Activities to meet their Six Month Activity Requirement; and
 - (i) then ceases to be Suspended for any reason,
 - (ii) the Provider must resume providing Employment Provider Services to the Fully Eligible Participant (Mutual Obligation) in accordance with any Guidelines.

Fully Eligible Participants (Voluntary)

- 93.7 If the Provider identifies, or is notified by Services Australia, that a Fully Eligible Participant is a Fully Eligible Participant (Voluntary) and has experienced a situation that affects his or her ability to participate in voluntary activities for a specified period of time:
- (a) the Provider must immediately record on the Department's IT Systems that the Fully Eligible Participant is no longer participating as a Fully Eligible Participant (Voluntary) and the Suspension period resumes; and

- (b) the Fully Eligible Participant is Suspended and will remain Suspended until the Suspension ends or is lifted in accordance with clause 93.2.

ParentsNext Participants and Volunteers

93.8

If:

- (a) for a ParentsNext Participant:

- (i) the ParentsNext Participant's ParentsNext Provider notifies the Provider that the ParentsNext Participant has an Exemption; or
- (ii) the Provider identifies that the ParentsNext Participant has experienced circumstances which prevent the ParentsNext Participant from participating in Services for a specified period of time, in accordance with any Guidelines; and
- (iii) the ParentsNext Participant's ParentsNext Provider agrees to their Suspension; and

- (b) for all other Volunteers, the Provider identifies, or is notified by Services Australia, that the Volunteer has experienced a situation that affects his or her ability to participate in voluntary activities for a specified period of time,

the Provider must Suspend the Volunteer, for a period of up to 13 weeks, or for multiple periods up to 13 weeks at a time, as appropriate, by recording the Suspension and the reasons for the Suspension on the Department's IT Systems.

93.9

Following any period of Suspension specified in clause 93.8, a Volunteer must be serviced by the Provider for the remainder of their six month Period of Service in accordance with clause 75.

94. Effect of Exits

94.1

Subject to clauses 95.2 and 82.2, when a Stream Participant is Exited in accordance with this Section B8, the:

- (a) current Period of Service;
 - (b) Period of Registration;
 - (c) Payment Period (if still current); and
 - (d) Period of Unemployment,
- for the Stream Participant end.

95. Exits

95.1

A Stream Participant is Exited when:

- (a) an Effective Exit occurs;
- (b) a Provider Exit occurs; or
- (c) any other event, as advised by the Department or as specified in any Guidelines, occurs.

95.2

Where an event under clause 95.1 occurs, the Provider may cease providing Services to a Stream Participant unless clauses 95.3 or 82.2 applies.

95.3

Where an Exit occurs for a Stream Participant, but the Stream Participant returns to the Services less than 13 Consecutive Weeks after the date of the Exit:

- (a) the Stream Participant's:

- (i) Period of Service;
 - (ii) Period of Registration (if relevant);
 - (iii) Payment Period (if still current); and
 - (iv) Period of Unemployment,
- continue from the date of the Stream Participant's return, and
- (b) the Provider must, as soon as it becomes aware of the Stream Participant's return:
 - (i) resume providing Employment Provider Services to the Stream Participant; and
 - (ii) record the resumption of Employment Provider Services on the Department's IT Systems in accordance with any Guidelines.

95.4 Where an Exit occurs for a Fully Eligible Participant and the Fully Eligible Participant subsequently returns to the services at 13 Consecutive Weeks or more after the date of the Exit, the Fully Eligible Participant begins a new:

- (a) Period of Service;
- (b) Period of Registration;
- (c) Payment Period; and
- (d) Period of Unemployment.

Fully Eligible Participants (Voluntary)

95.5 If a Fully Eligible Participant (Voluntary):

- (a) ceases to participate in voluntary activities;
- (b) no longer wishes to participate in voluntary activities; and
- (c) the Provider has confirmed that the Fully Eligible Participant (Voluntary) is:
 - (i) either fully meeting his or her Mutual Obligation Requirements or is the subject of an Exemption; and
 - (ii) the Fully Eligible Participant (Voluntary) is eligible for a Provider Exit in accordance with any Guidelines,

the Provider may perform a Provider Exit for the Fully Eligible Participant (Voluntary).

Volunteer

95.6 If a Volunteer advises the Provider that they do not wish to continue to participate in voluntary activities, the Provider must inform the Volunteer of the six month limit to their eligibility for Services, and if the Volunteer still wishes to cease participating in voluntary activities, the Provider must perform a Provider Exit for the Volunteer.

95.7 Where an Exit occurs for a Volunteer and the Volunteer subsequently seeks to return to the Services at 13 Consecutive Weeks or more after the date of the Exit, the Provider must not provide Services under Chapter B1 to the Volunteer unless the Provider determines that the Volunteer has had a significant change in individual circumstances, in accordance with any Guidelines, since the date of the Exit.

ParentsNext Participants

- 95.8 If a ParentsNext Participant and the Provider assess, in accordance with any Guidelines, that the ParentsNext Participant is unsuitable for the Services, the Provider must, subject to the agreement of the ParentsNext Participant's ParentsNext Provider, perform a Provider Exit for the ParentsNext Participant.

96. Other Suspensions and Exits

- 96.1 Stream Participants may be otherwise Suspended or Exited, as relevant, in accordance with any Guidelines.

Section B1.9 – New Enterprise Incentive Scheme Services

97. NEIS Services

- 97.1 Where the Provider and a Stream Participant who has been identified as eligible for NEIS on the Department's IT Systems have agreed that it may be appropriate for the Stream Participant to receive NEIS Services, the Provider must:
- (a) advise the Stream Participant of the matters which they must satisfy before they can receive NEIS Services, as specified in any Guidelines;
 - (b) identify the location in which the Stream Participant proposes to attend a Workshop and/or conduct his or her NEIS Business (as relevant) and:
 - (i) where the relevant location is within an Employment Region in which the Provider is a NEIS Provider, the Provider may choose to provide the relevant NEIS Services itself or, subject to clause 97.1(c), refer the Stream Participant to another NEIS Provider in the relevant Employment Region; or
 - (ii) where the relevant location is not within an Employment Region in which the Provider is a NEIS Provider, subject to clause 97.1(c), refer the Stream Participant to a NEIS Provider in that location;
 - (c) if the Stream Participant has expressed an interest in participating in a Workshop, use reasonable endeavours to refer the Stream Participant to a NEIS Provider who is a Workshop Provider with an available Workshop place;
 - (d) where the Stream Participant is assessed as NEIS Eligible by the relevant NEIS Provider, comply with any record keeping requirements specified in any Guidelines; and
 - (e) where the Stream Participant is assessed by the relevant NEIS Provider as:
 - (i) not NEIS Eligible;
 - (ii) NEIS Eligible, but not suitable to participate in a Workshop and not having a NEIS Business Plan that meets the NEIS Business Eligibility Criteria; or
 - (iii) not participating appropriately in a Workshop or NEIS Training, and is referred back to the Provider, immediately provide the Stream Participant with alternative Services in accordance with this Deed.
- 97.2 The Provider must work with Workshop Providers to arrange Complementary Placements for Stream Participants in accordance with clause 107.1A.

Note: A NEIS Provider must deliver NEIS Services in accordance with Part C of this Deed.

Section B1.10 – Performance management

98. Quality Assurance Framework conformance

Certificate of Quality Assurance Framework conformance

- 98.1 The Provider must, in accordance with this clause 98:
- (a) obtain a Quality Assurance Framework Certificate no later than:
 - (i) 12 months from the Deed Commencement Date; or
 - (ii) any other date Notified by the Department; and
 - (b) maintain the currency of the Quality Assurance Framework Certificate for the duration of the Service Period and any Extended Service Period(s).

Quality Assurance Framework Audits

- 98.2 The Provider must undertake Quality Assurance Framework Audits, in accordance with this clause 98 and any Guidelines, during the Term of this Deed.

Quality Auditors

- 98.3 For the purposes of this clause 98, the Provider must:
- (a) contract one or more Quality Auditors in accordance with any Guidelines; and
 - (b) ensure that in any relevant contract, it requires Quality Auditors to provide all information and assistance to the Department, as requested by the Department, in relation to Quality Assurance Framework Audits.
- 98.4 The Department may provide any Quality Auditor with information to assist the Quality Auditor with a QAF Audit, and any information so provided, will also be provided to the Provider.
- 98.5 Notwithstanding that a Quality Auditor is paid by the Provider, the Quality Auditor is deemed to be a Department Employee for the purposes of clause 40, and the Provider must give the Quality Auditor all required access and assistance, for the purpose of conducting QAF Audits, in accordance with clause 40.

Quality Assurance Framework Audit Plan for Quality Principles Audits

- 98.6 The Provider must in accordance with any Guidelines, prepare and submit to the Department a Quality Assurance Framework Audit Plan prior to the conduct of each Quality Principles Audit.

Quality Reports

- 98.7 The Provider must, in accordance with any Guidelines, submit Quality Reports and information specified in any Guidelines or requested by the Department, within any timeframe specified by the Department.
- 98.8 If the Department determines that it is not satisfied with the quality and detail of any Quality Report or any information provided by the Provider under clause 98.7, the Department may:
- (a) require the Provider to:
 - (i) correct any defect with the relevant Quality Report or information; and
 - (ii) resubmit the Quality Report or information to the Department,as directed by the Department, and the Provider must comply with this requirement;
 - (b) require the Provider to undertake a further Quality Assurance Framework Audit, as directed by the Department, including a direction to use a different Quality Auditor to

that used in the original Quality Assurance Framework Audit, and the Provider must comply with this requirement; and/or

- (c) immediately suspend the Provider's Quality Assurance Framework Certificate.

Outcomes of Quality Assurance Framework Audits

98.9 The Department will consider the relevant Quality Report and any information provided by the Provider and may, at its absolute discretion:

- (a) issue the Provider with a Quality Assurance Framework Certificate, with or without conditions;
- (b) renew the Provider's Quality Assurance Framework Certificate, with or without conditions; or
- (c) refuse to issue or renew the Provider's Quality Assurance Framework Certificate; and
- (d) in relation to a Major Non-conformance, suspend the Provider's Quality Assurance Framework Certificate for any period.

98.10 Unless otherwise agreed or directed by the Department in writing, the Provider must:

- (a) submit a Corrective Action Plan to the Department; and
- (b) correct all Non-conformances identified in a Non-conformance Report in accordance with any Guidelines.

98.11 If:

- (a) the Provider fails to comply with this clause 98; or
 - (b) the Department suspends the Provider's Quality Assurance Framework Certificate, the Department may immediately:
 - (c) take action under clause 52.2; or
 - (d) terminate this Deed under clause 56,
- by providing Notice to the Provider.

99. Performance Indicators

Employment Provider Services KPIs

99.1 The Employment Provider Services KPIs are as follows:

- (a) KPI 1: The time the Provider takes to assist relevant Stream Participants, as specified in any Guidelines, into Employment, and commence them in an Activity in the Work for the Dole Phase.
 - (i) KPI 1 measurement: the Department's assessment of the Provider's performance is based on:
 - (A) the average time taken from Commencement of the relevant Stream Participants to the achievement of:
 - 99.1.a.i.A.1. Employment Outcomes in Employment, where the Provider is entitled to, and has claimed, an Outcome Payment for a 26 Week Period; and

- 99.1.a.i.A.2. HTS jobactive Outcomes, where the Provider is entitled to, and has claimed, an HTS jobactive Outcome Payment for an HTS 26 Week Period; and
 - (B) the time taken for the relevant Stream Participants to commence in an Activity in the Work for the Dole Phase in accordance with Section B3.2.
- (b) KPI 2: The proportions of relevant Stream Participants, as specified in any Guidelines, for whom Employment Outcomes and HTS jobactive Outcomes are achieved, and that meet their Annual Activity Requirement in accordance with this Deed.
 - (i) KPI 2 measurement: The Department's assessment of the Provider's performance is based on:
 - (A) the proportions of Outcome Payments claimed for the relevant Stream Participants in accordance with clause 125; and
 - (B) the proportions of the relevant Stream Participants that meet their Annual Activity Requirement in accordance with Section B3.2.
- (c) KPI 3: The Department's assessment of quality and assurance including:
 - (i) certification against the Quality Assurance Framework;
 - (ii) a Compliance Indicator; and
 - (iii) the Department's assessment of service delivery against the Service Guarantees and the Provider's Service Delivery Plan(s).

Other factors in performance assessment

- 99.2 When assessing the Provider's performance, the Department may also take into account other factors including but not limited to:
- (a) the Provider's performance in assisting Aboriginal and Torres Strait Islander peoples and establishing Indigenous-specific Work for the Dole activities;
 - (b) the Provider's performance in building linkages with Employers to understand and meet the skills needs of the local labour market;
 - (c) the Provider's use of the Employment Fund;
 - (d) collaboration with other Employment Providers, NEST Providers, Transition to Work Providers, ParentsNext Providers, NEIS Providers, HTS Providers, Disability Employment Services providers, EST Providers, Time to Work Providers CTA Providers and SEE Providers;
 - (e) the extent to which the Provider:
 - (i) monitors compliance of Fully Eligible Participants with their Mutual Obligation Requirements and other requirements in their Job Plans;
 - (ii) ensures Fully Eligible Participants meet their Six Month Activity Requirement; and
 - (iii) implements the compliance framework specified in Chapter B3 as necessary to ensure that Fully Eligible Participants comply;
 - (f) usage and delivery of initiatives and programs that may be announced by the Government over the Term of this Deed;
 - (g) the Provider's compliance with this Deed and any representation made by the Provider in its tender response to the request for tender for this Deed;

- (h) the Provider's performance in developing and maintaining good relationships with potential and participating Activity Host Organisations; and
- (i) any other information available to the Department, including Provider feedback, feedback from Stream Participants, Employers, intelligence from the Department's Employment Services Tip off Line, Services Australia, the Provider's Star Ratings and Compliance Indicator.

100. Provider Star Ratings and Compliance Indicator

100.1 The Department may:

- (a) calculate Star Ratings and/or a Compliance Indicator for the Provider for the purposes of assessing the Provider's performance of Employment Provider Services and comparing the Provider's performance against other Employment Providers; and
- (b) at its absolute discretion, publish the Provider's Star Ratings and/or Compliance Indicator.

101. Action about performance

101.1 Without limiting the Department's rights under this Deed or the law, if, at any time, the Department considers that the performance of the Provider at the Employment Region or Site level is less than satisfactory (including as assessed against the Employment Provider Services Key Performance Indicators and the outcomes of any Program Assurance Activities), the Department may, at its absolute discretion,

- (a) reduce the Provider's Business Share; or
- (b) require the Provider to close relevant Sites,

and the Provider must comply with any direction by the Department in relation to such action.

101.2 If, at any time, the Department considers the performance of the Provider at the Employment Region level warrants it, the Department may, with the agreement of the Provider, increase the Provider's Business Share for a period of time specified by the Department.

Business reallocation following performance assessments

101.3 In addition to any other rights of the Department under this Deed, if at the completion of a performance assessment or review under clause 28, the Provider's:

- (a) Star Rating for an Employment Region or for a Site is 2-Stars or below; or
- (b) performance in the Employment Region or at the Site is otherwise not to the Department's satisfaction, including after taking the Compliance Indicator into consideration,

the Department may, at its absolute discretion, and without limitation of any of the Department's rights under this Deed or the law:

- (c) for the Employment Region:
 - (i) by Notice, reduce the Provider's Business Share in that Employment Region;
 - (ii) reduce the number of Referrals to the Provider in that Employment Region, commensurate with the reduction in Business Share; and
 - (iii) transfer Stream Participants on the Provider's caseload to another Employment Provider; and

- (d) for the Site:
 - (i) Notify the Provider that the Provider must discontinue providing the Services at the Site;
 - (ii) cease all Referrals to that Site from the date of the Notice; and
 - (iii) transfer Stream Participants from that Site, including to another Employment Provider, and

if the Department takes the action specified in clause 101.3(d)(i), the Provider must immediately discontinue providing the Services at the Site in accordance with the relevant Notice and provide the Department with the assistance and cooperation in clauses 57.5 and 57.6 to ensure that Participants affected by the discontinuation of the Provider's Services at that Site are transferred to other Employment Providers or another Site of the Provider as directed by the Department.
- 101.4 References in this clause 101 to decreasing the Provider's Business Share in an Employment Region, include decreasing the Business Share in the Employment Region to zero.
- 101.5 If, in accordance with this clause 101, the Department decreases the Provider's Business Share in an Employment Region to zero, the Department may Notify the Provider that it must discontinue providing the Services in the Employment Region from the date specified by the Department, and the Provider must:
 - (a) discontinue providing the Services in the Employment Region in accordance with the Notice; and
 - (b) provide the Department with the assistance and cooperation in clauses 57.5 and 57.6 to ensure that Fully Eligible Participants affected by the discontinuation of the Provider's Services in that Employment Region are transferred to other Employment Providers as specified by the Department.
- 101.6 For the avoidance of doubt, any decrease in Business Share under this clause 101 is not a reduction of scope or termination for which compensation is payable.
- 101.7 If the Department takes any action under this clause 101:
 - (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.
- 101.8 This clause 101 operates without prejudice to any other right which the Commonwealth has or which may accrue to the Commonwealth under this Deed or the law.

CHAPTER B2 – SPECIFIC EMPLOYMENT PROVIDER SERVICES

READER'S GUIDE

Employment Provider Services are comprised of Services under three Streams – Streams A, B and C. A Stream Participant who is subject to the SPI Measure can receive Employment Provider Services under either Stream A or Stream B (depending on their Assessment). Services for this group are different from Services for other Participants in these Streams. Accordingly, Stream Participants in Stream A are identified in this Deed as Stream A (SPI) Participants and Stream A (General) Participants, while those in Stream B are identified as Stream B (SPI) Participants and Stream B (General) Participants. The Services provided to Stream A (SPI) Participants and Stream B (SPI) Participants (together 'SPI Participants') are similar. Accordingly, Services for these two groups are dealt with together under Section B2.1.

The timing of the Services phases for Stream B (General) Participants and Stream C Participants are identical. Accordingly, Services for these two groups are dealt with together under Section B2.3.

The Services provided to Stream A (General) Participants are different from all of the above, so Services for this group are dealt with separately under Section B2.2. Volunteers receive Services as Stream A (General) Participants for a maximum of six months and then are automatically exited from the Services.

Section B2.1 – Stronger Participation Incentives Participants

READER'S GUIDE

Beginning 1 October 2016, all SPI Participants who have not already commenced in the SPI Work for the Dole Phase for the first time will, following their Initial Interview, enter a Case Management Phase for a total of 12 months. They then generally move into the SPI Work for the Dole Phase for six months, and then back into the SPI Case Management Phase and so on until they are no longer an SPI Participant.

The Provider must provide additional services to 'SPI Participants to help them gain work related skills and find a job. This includes appointments with SPI Participants each month to discuss the Job Searches that they have undertaken in the previous month and referral of SPI Participants to jobs that the Provider has identified, as specified in clause 84.1(b). These appointments will also allow the early identification of any failures by SPI Participants to meet their Mutual Obligation Requirements. Where the Provider reports non-compliance to Services Australia, penalties may be imposed.

SPI Participants will be expected to undertake Work for the Dole activities for 25 hours per week for 26 weeks after they have been in employment services for 12 months.

102. SPI Participants

102.1 Subject to clause 105, and in addition to Services specified:

- (a) under Chapter B1, including clause 84.1(b) in relation to Appointments;
 - (b) in the Service Delivery Plan; and
 - (c) in the Provider's tender response to the request for tender for this Deed,
- the Provider must for each Stream A (SPI) Participant and Stream B (SPI) Participant:
- (d) provide Services taking into account their eligibility for the Youth Wage Subsidy, the Youth Bonus Wage Subsidy available from 1 January 2017, and a RATTUAI Payment, as provided for under clauses 89 and 90;
 - (e) during each SPI Work for the Dole Phase, provide Activities for 25 hours per week; and
 - (f) monitor in accordance with clauses 106A and 113 whether they have met their Mutual Obligation Requirements, and manage any failure to do so in accordance with Section B3.4.

Section B2.2 – Stream A (General) Participants

READER'S GUIDE

Following their Initial Interview, Stream A (General) Participants generally enter a Self Service and Job Activity Phase for six months.

Stream A (General) Participants who are participating in Online Employment Services are deemed to be in the Self Service and Job Activity Phase. If they leave OES and register with the Provider:

- before 6 months, they will continue in the Self Service and Job Activity Phase until the end of 6 months;
- after 6 months, they will move into the Stream A Case Management Phase until the end of 12 months;

- after 12 months, they will move into the Stream A Work for the Dole Phase until the end of 18 months; and
- after 18 months, they will move into the Stream A Case Management Phase.

Stream A (General) Participants who have not already commenced in the Stream A Work for the Dole Phase for the first time will, after the Self Service and Job Activity Phase, move into the Stream A Case Management Phase for six months (unless the Provider moves them into the Work for the Dole Phase earlier in accordance with clause 103.2). They then generally move into the Stream A Work for the Dole Phase for six months, then into a Stream A Case Management Phase for six months and then back into the Stream A Work for the Dole Phase for six months. They then continue on this alternating six monthly pattern until they move into another Stream or Exit.

103. Stream A (General) Participants

103.1 In addition to Services specified under Chapter B1, in the Service Delivery Plan and in the Provider's tender response to the request for tender for this Deed, the Provider must for each Stream A (General) Participant:

- (a) with an Annual Activity Requirement, during each Stream A Work for the Dole Phase, provide Activities:
 - (i) for Stream Participants aged up to and including 49 years, of 50 hours per fortnight;
 - (ii) for Stream Participants aged 50 to 59 years, of 30 hours per fortnight; and
 - (iii) for Stream Participants aged 60 years up to (but not including) the Pension Age, of 10 hours per fortnight; or
 - (iv) as otherwise specified in any Guidelines or directed by the Department;
- (b) if they are a Fully Eligible Participant (Mutual Obligation), monitor, in accordance with clauses 106A and 113, if they have met their Mutual Obligation Requirements, and manage any failure to do so in accordance with Section B3.4;
- (c) if they are a Disability Support Pension Recipient (Compulsory Requirements), monitor, in accordance with clause 106.2, if they have met their compulsory participation requirements, and manage any failure to do so in accordance with clause 117; and
- (d) if they are a Fully Eligible Participant with a Six Month Activity Requirement, provide Activities:
 - (i) for Stream Participants that allow them to meet their Six Month Activity Requirement; and
 - (ii) as otherwise specified in any Guidelines or directed by the Department.

103.2 If, after six months of their Period of Service and before 12 months of their Period of Service, the Provider determines that a Stream A (General) Participant or Stream A (SPI) Participant is not fully participating in, or benefitting from, any intervention that the Provider deems necessary to make them job ready, the Provider may immediately commence them in Stream A Work for the Dole Phase.

Section B2.3 – Stream B (General) Participants and Stream C Participants

READER'S GUIDE

The Services for Stream B (General) Participants and Stream C Participants alternate between Case Management Phases and Work for the Dole Phases. The Case Management Phases and the Work for the

Dole Phases for Stream B (General) Participants and Stream C Participants are different to those for SPI Participants and Stream A (General) Participants.

Following their Initial Interview, Stream B (General) Participants and Stream C Participants generally enter the relevant Case Management Phase for 12 months (unless the Provider moves them earlier in accordance with clause 104.2). They then generally alternate between six months in the relevant Work for the Dole Phase and six months in the relevant Case Management Phase until they move into another Stream (if in Stream B), or Exit.

104. Stream B (General) Participants and Stream C Participants

104.1 Subject to clause 105, and in addition to Services specified:

- (a) under Chapter B1;
 - (b) in the Service Delivery Plan; and
 - (c) in the Provider's tender response to the request for tender for this Deed,
- the Provider must for each Stream B (General) Participant and Stream C Participant:
- (d) during each Stream B Case Management Phase and Stream C Case Management Phase, as relevant, provide activities to increase their job competitiveness, including any required non-vocational Interventions; and
 - (e) with an Annual Activity Requirement, during each Stream B Work for the Dole Phase and Stream C Work for the Dole Phase, as relevant, provide Activities:
 - (i) for Stream Participants up to and including 49 years, of 50 hours per fortnight;
 - (ii) for Stream Participants aged 50 to 59 years, of 30 hours per fortnight; and
 - (iii) for Stream Participants aged 60 years up to (but not including) the Pension Age, of 10 hours per fortnight; or
 - (iv) as otherwise specified in any Guidelines or directed by the Department;
 - (f) if they are a Fully Eligible Participant (Mutual Obligation), monitor, in accordance with clause 106A and 113, if they have met their Mutual Obligation Requirements, and manage any failure to do so in accordance with Section B3.4;
 - (g) if they are a Disability Support Pension Recipient (Compulsory Requirements), monitor, in accordance with clause 106.2, if they have met their compulsory participation requirements, and manage any failure to do so in accordance with clause 117; and
 - (h) if they are a Fully Eligible Participant with a Six Month Activity Requirement, provide Activities:
 - (i) for Stream Participants that allow them to meet their Six Month Activity Requirement; and
 - (ii) as otherwise specified in any Guidelines or directed by the Department.

104.2 If, after six months of their Period of Service and before 12 months of their Period of Service, the Provider determines that a Stream B (General) Participant or Stream C Participant is not fully participating in, or benefitting from, any Intervention that the Provider deems necessary to make them job ready, the Provider may immediately commence them in the Stream B Work for the Dole Phase or the Stream C Work for the Dole Phase, as relevant.

105. Early School Leavers

- 105.1 For Early School Leavers, the Provider must provide Activities for up to 25 hours per week in accordance with any Guidelines, and manage any failure to meet their Mutual Obligation Requirement in accordance with Section B3.4, while they are an Early School Leaver, regardless of the phase or period.

Records for Early School Leavers

- 105.2 If a person who has been assessed as being an Early School Leaver advises the Provider that they have attained a Year 12 or equivalent qualification, the Provider must:
- (a) request the person to provide evidence of that qualification to the Provider;
 - (b) retain Records of this request and a copy of any evidence provided by the person, in accordance with clause 37; and
 - (c) if requested by the Department, provide a copy of the Record to the Department or Services Australia, in accordance with any Guidelines.

105A Reserved.

CHAPTER B3 – TARGETED COMPLIANCE FRAMEWORK AND ACTIVITIES

READER'S GUIDE

Employment Providers must actively monitor and manage Mutual Obligation Requirements for each Fully Eligible Participant (Mutual Obligation) to assist the Participant to meet their obligation to actively look for work while in receipt of an Income Support Payment.

Under the Targeted Compliance Framework, a Fully Eligible Participant (Mutual Obligation)'s Income Support Payment may be suspended, reduced and/or cancelled if the Participant commits a:

- Mutual Obligation Failure, ie, fails to comply with obligations such as attending appointments, undertaking activities, or taking action to gain employment;
- Work Refusal Failure, ie, refuses or fails to accept an offer of suitable employment; or
- Unemployment Failure, ie, becomes unemployed because of a voluntary act (except a reasonable act) or misconduct.

For a Mutual Obligation Failure without a Valid Reason or a Work Refusal Failure, the Fully Eligible Participant (Mutual Obligation)'s Income Support Payment will usually be suspended until a Reconnection Requirement is met. The Income Support Payment may then be back paid. Additionally, if the Fully Eligible Participant (Mutual Obligation):

- does not meet their Reconnection Requirement within 4 weeks, Services Australia will usually cancel the Participant's Income Support Payment;
- does not have a Valid Reason for a Mutual Obligation Failure, the Fully Eligible Participant (Mutual Obligation) will accrue a Demerit;
- has persistently committed Mutual Obligation Failures (determined largely by the accrual of Demerit) and does not have a Reasonable Excuse, Services Australia will also reduce their Income Support Payment (by either 50% or 100% for a period) or cancel their Income Support Payment; and
- does not have a Reasonable Excuse for a Work Refusal Failure, Services Australia will also cancel their Income Support Payment.

No Income Support Payments may be paid to the Fully Eligible Participant (Mutual Obligation) for 4 weeks if an Income Support Payment is cancelled where the participant has committed a Work Refusal Failure or persistently committed Mutual Obligation Failures.

For an Unemployment Failure, no Income Support Payment may be paid to the Fully Eligible Participant (Mutual Obligation) for either 4 or 6 weeks, depending on whether a RATTUAI Payment has been made to help the person take up the employment concerned.

Section B3.1 – Mutual Obligation Requirements Generally

106. Mutual Obligation Requirements – Generally

General requirements for Fully Eligible Participants

106.1 For each Fully Eligible Participant (Mutual Obligation), the Provider must:

- (a) ensure that the Participant understands:
 - (i) their Mutual Obligation Requirements;
 - (ii) their personal responsibility to self-report participation against their Mutual Obligation Requirements (unless the Participant is assessed as not being capable of self-reporting under clause 106A.1(a));
 - (iii) the circumstances in which a Mutual Obligation Failure, Work Refusal Failure, Unemployment Failure and failure to meet a Reconnection Requirement can occur, including where the Participant does not communicate an Acceptable Reason prior to failing to meet a Mutual Obligation Requirement; and
 - (iv) the consequences for the Participant's Income Support Payment if the Participant persistently commits Mutual Obligation Failures without a Reasonable Excuse, commits a Work Refusal Failure without a Reasonable Excuse, commits an Unemployment Failure, or fails to meet a Reconnection Requirement;
- (b) assess the Participant's capability to take personal responsibility for self-reporting in accordance with clause 106A.1(a);
- (c) actively monitor and record each Fully Eligible Participant (Mutual Obligation)'s participation against their Mutual Obligation Requirements in accordance with clause 106A and clause 113;
- (d) respond to any non-compliance by a Participant with their Mutual Obligation Requirements in accordance with Section B3.4 – Compliance Action; and
- (e) confirm, at least once every six months following the Commencement of each Fully Eligible Participant (Mutual Obligation), that all relevant contact details are accurately reflected in the Department's IT Systems, including the Fully Eligible Participant (Mutual Obligation)'s phone number(s), email address and postal address.

General requirements for Disability Support Pension Recipients (Compulsory Requirements)

106.2 For each Disability Support Pension Recipient (Compulsory Requirements), the Provider must:

- (a) notify the Disability Support Pension Recipient (Compulsory Requirements) of the full details of any requirement that the Participant must meet to remain eligible for Income Support Payments, if the full details of that requirement (for example, the time, date and location that the requirement is to be undertaken):
 - (i) are not specified in the Participant's Job Plan; and
 - (ii) have not otherwise been notified to the Participant,and document the details of the relevant notice in the Department's IT Systems if the Department's IT Systems are not used to generate the notice.

- (b) monitor the participation of the Disability Support Pension Recipient (Compulsory Requirements), including monitoring whether they attend Appointments, enter into a current Job Plan and participate in Activities, as specified in any Guidelines; and
- (c) if the Provider determines that the Disability Support Pension Recipient (Compulsory Requirements) has not attended an Appointment, entered into a current Job Plan or appropriately participated in any Activities, as specified in any Guidelines, promptly take action in accordance with this Deed, including Section B3.4 and any Guidelines.

Monitoring and reporting for ParentsNext Participants

106.3 The Provider must, in accordance with any Guidelines:

- (a) monitor the participation of ParentsNext Participants in Activities;
- (b) where the Provider determines that a ParentsNext Participant has failed to attend, or participate appropriately in, an Activity, notify their ParentsNext Provider as soon as practicable; and
- (c) regularly report to the ParentsNext Provider for each ParentsNext Participant on the participation of that ParentsNext Participant in the Activities.

106A Personal Responsibility and Monitoring

106A.1 For each Fully Eligible Participant (Mutual Obligation), the Provider must:

- (a) when entering into a Job Plan, assess the Participant's capability to take personal responsibility for self-reporting participation against the Mutual Obligation Requirements in their Job Plan, in accordance with any Guidelines, and record the result of this assessment in the Department's IT Systems; and
- (b) actively monitor the Participant's compliance with the Mutual Obligation Requirements, including as specified in:
 - (i) clause 106A.2 for Mutual Obligation Requirements other than Job Search Requirements; and
 - (ii) clause 113 for Job Search Requirements.

106A.2 For each Fully Eligible Participant (Mutual Obligation), the Provider must:

- (a) if the Provider assesses the Participant is capable of self-reporting, confirm the Participant's self-reporting of; or
- (b) if the Provider assesses that Participant is not capable of self-reporting, record for the Participant,

participation against each of the Mutual Obligation Requirements scheduled in their Electronic Calendar:
- (c) no later than close of business on the day that the Engagement is scheduled to occur in the Participant's Electronic Calendar; or
- (d) as otherwise specified in any Guidelines.

106B Active Management of Mutual Obligation Requirements

106B.1 If the Provider is satisfied that a Fully Eligible Participant (Mutual Obligation) has an Acceptable Reason for being unable to comply with a Mutual Obligation Requirement on the date or at the time the Mutual Obligation Requirement is scheduled to occur in their

Electronic Calendar, the Provider must reschedule or remove the Mutual Obligation Requirement from the Electronic Calendar in accordance with any Guidelines.

Note: A Fully Eligible Participant (Mutual Obligation) will not commit a Mutual Obligation Failure if the relevant Mutual Obligation Requirement is rescheduled or removed by the Provider in accordance with clause 106B.1.

Section B3.2 – Activities

READER'S GUIDE

Subject to certain conditions, this section requires the Provider to provide Activities for Stream Participants in any phase of their Stream, as specified in their Job Plan and which are designed to help them improve their employment prospects.

All Fully Eligible Participants (Mutual Obligation) aged up to, but not including, the Pension Age, who have been in employment services for 12 months, must undertake an approved activity for six consecutive months each year while they remain unemployed, subject to exclusions as specified in any Guidelines. This activity requirement is called the Annual Activity Requirement. Work for the Dole activities are the principal, but not the only, approved activity that can be used in order to satisfy this annual requirement.

As of 1 October 2021, all Fully Eligible Participants (Mutual Obligation) aged up to, but not including, the Pension Age must also undertake an approved activity after six months in employment services. This requirement is called the Six Month Activity Requirement.

This section deals with the Provider's responsibilities in relation to the sourcing and provision of the range of approved activities which can be used to satisfy the Annual Activity Requirement for Fully Eligible Participants (Mutual Obligation) in the Work for the Dole Phase and the Six Month Activity Requirement.

107. Activities

107.1 Except for NEIS Prospective Participants, the Provider must ensure that:

- (a) each Fully Eligible Participant (Mutual Obligation) who commences in the Work for the Dole Phase; and
 - (i) subject to clause 107.3 and any Guidelines:
 - (A) each Fully Eligible Participant (Mutual Obligation) who commences in the Case Management Phase; and
 - (B) each Stream Participant, other than a Fully Eligible Participant (Mutual Obligation), who commences in any phase within a Stream,

participates immediately in Activities which:

- (ii) for Fully Eligible Participants (Mutual Obligation), allow them to meet their Annual Activity Requirement; and
 - (iii) for all Stream Participants, are in accordance with their Job Plan and take into account their circumstances and work capacity; and
 - (b) each Fully Eligible Participant (Mutual Obligation) with a Six Month Activity Requirement participates in Activities which:
 - (i) allow them to meet their Six Month Activity Requirement; and
 - (ii) are in accordance with their Job Plan and take into account their circumstances and work capacity.

Note 1: Annual Activity Requirements and Six Month Activity Requirements vary according to age and work capacity and are as specified in any Guidelines or as otherwise advised by the Department.

Note 2: NEIS Prospective Participants do not have an Annual Activity Requirement or Job Search Requirements while they participate in NEIS.

Note 3: Volunteers do not have an Annual Activity Requirement or a Six Month Activity Requirement.

- 107.1A For NEIS Prospective Participants who:
- (a) have completed a Workshop;
 - (b) are identified by the Provider and the relevant Workshop Provider as being eligible and suitable to undertake a Complementary Placement; and
 - (c) have agreed to undertake a Complementary Placement,
- the Provider must provide, Broker, Purchase or arrange a Complementary Placement, subject to this Deed including clause 97.2 and any Guidelines.
- 107.2 Subject to this Deed including any Guidelines, the Provider must provide, Broker, Purchase or arrange Activities for the purposes of clause 107.1.
- 107.3 In complying with clauses 107.1 and 107.2, the Provider must give priority to Fully Eligible Participants (Mutual Obligation) over other Stream Participants.
- 107.4 For the purposes of clauses 107.1 to 107.3, the Provider may, subject to any Guidelines:
- (a) provide the Activities itself, except for:
 - (i) NWEF Placements;
 - (ii) PaTH Internships;
 - (iii) EST Courses; and
 - (iv) Launch into Work Placements;
 - (b) Broker or Purchase the Activities with, or from, an Activity Host Organisation;
 - (c) arrange Activities for Stream Participants in accordance with any Guidelines;
 - (d) refer EST Eligible Participants to EST Courses;
 - (e) refer CTA Eligible Participants to a CTA Course; or
 - (f) refer SEE Eligible Participants to a SEE Training Course.
- 107.5 Where the Provider:
- (a) Brokers an Activity, it must do so under an Activity Host Organisation Agreement and such an agreement is not a Subcontract; and
 - (b) Purchases an Activity, it must, as relevant to the particular arrangement, do so under:
 - (i) a Subcontract and comply with clause 48; or
 - (ii) an Activity Host Organisation Agreement;
 - (c) subject to clause 107.5(d), arranges Activities for Stream Participants, it does not need to do so under a formal agreement, except for Work for the Dole activities, National Work Experience Programme Placements, Work Experience (Other) Placements, PaTH Internships, CTA and any other Activities as specified in any Guidelines; or
 - (d) provides an Activity itself, it must do so in accordance with any Guidelines.
- 107.6 Any Activity Host Organisation or other Subcontractor that provides Services directly in relation to an Activity under a Subcontract with the Provider is deemed to be an approved Subcontractor for the purposes of clause 48.1(a) in relation to those Services.

- 107.7 The Department may, at any time and at its absolute discretion, give a written direction to the Provider in relation to an Activity, a proposed Activity or a type of Activity, including a direction that:
- (a) an Activity may not be undertaken, or continue, as an Activity;
 - (b) an Activity be varied;
 - (c) an Activity be managed directly by the Provider, rather than a Subcontractor or an Activity Host Organisation who is not a Subcontractor;
 - (d) the Provider must provide, Broker, Purchase or arrange an Activity for Stream Participants; or
 - (e) the Provider must not provide, Broker, Purchase or arrange an Activity or type of Activity for Stream Participants.
- 107.8 If the Department gives a direction to the Provider in relation to an Activity, a proposed Activity or a type of Activity, the Provider must:
- (a) immediately take any action required by the direction; and
 - (b) otherwise continue to perform the Services in accordance with this Deed.
- 107.9 If the Provider becomes aware that an Activity 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, if the Department is not already aware; and
 - (b) renegotiate, terminate or not renew any Activity Host Organisation Agreement or Subcontract with the Activity Host Organisation as directed by the Department and in accordance with any Guidelines.
- 107.10 The Provider must, in accordance with any Guidelines, ensure that all Activities other than EST, CTA, and SEE provide Work-like Experiences that will develop or enhance each Stream Participant's abilities in one or more of the following areas:
- (a) taking directions from a supervisor;
 - (b) working independently;
 - (c) communicating effectively;
 - (d) motivation and dependability; and
 - (e) where relevant, working as part of a team.

Recording information about Activities in the Department's IT Systems

- 107.11 For Fully Eligible Participants with an Annual Activity Requirement, the Provider must, in accordance with any Guidelines, record details of the following in the Department's IT Systems:
- (a) relevant Activities, including referrals to and placements in Activities and Work for the Dole Places;
 - (b) required hours of participation for each Fully Eligible Participant participating in Work for the Dole activities to meet their Annual Activity Requirement;
 - (c) the number of hours completed by each Fully Eligible Participant in Work for the Dole activities or other Activities to meet their Annual Activity Requirement; and

(d) any other information as specified in any Guidelines.

107.12 For Fully Eligible Participants with a Six Month Activity Requirement, the Provider must, in accordance with any Guidelines, record details of the following in the Department's IT Systems:

- (a) relevant Activities, including referrals to and placements in Activities and Work for the Dole Places; and
- (b) any other information as specified in any Guidelines.

108. Work for the Dole

Categories of Work for the Dole activities

108.1 Unless otherwise agreed by the Department in writing, the Provider must not provide, Purchase, Broker or arrange Work for the Dole activities if they, in whole or in part, and as specified in any Guidelines:

- (a) involve working exclusively on private property, unless they are:
 - (i) a Community Support Project; or
 - (ii) otherwise specified in any Guidelines;
- (b) subject to clause 108.1(a), require Fully Eligible Participants or DES Participants to enter private homes or grounds;
- (c) compete with established businesses;
- (d) are in child care or preschools;
- (e) involve personal care of people, of an intimate nature, including dressing, showering, feeding or toileting, or professional services;
- (f) fulfil a function that is part of a commercial contract or enterprise;
- (g) fulfil a function which would normally be undertaken by the Provider under this Deed, or any other contract or arrangement between the Provider and the Department;
- (h) are undertaken for a for-profit organisation or on a for-profit basis, unless they are:
 - (i) a Community Support Project; or
 - (ii) otherwise specified in any Guidelines;
- (i) result in a benefit or gain to the Provider, or would fund any operations, activities or infrastructure of the Provider;
- (j) involve work which would have been undertaken by a paid worker if the Work for the Dole activity had not taken place; or
- (k) are otherwise prohibited under any Guidelines or by any advice provided by the Department.

Who can participate in Work for the Dole activities

108.2 The Provider must only:

- (a) provide, Broker, Purchase or arrange Work for the Dole activities for Fully Eligible Participants; or
- (b) provide Work for the Dole activities for DES Participants,

and do so in accordance with any Guidelines.

108.3 The Provider must, in accordance with any Guidelines, place in Work for the Dole activities all:

- (a) Fully Eligible Participants (Mutual Obligation) aged 18 to 49, except:
 - (i) where they have arranged to meet their Annual Activity Requirement through either another type of Activity that is able to commence at the time they become subject to their Annual Activity Requirement, or they have already commenced participation at that time in another type of Activity; or
 - (ii) to the extent that they are meeting their Annual Activity Requirement through a combination of Activities not including Work for the Dole activities;
- (b) Fully Eligible Participants (Mutual Obligation) aged 18 to 49 to the extent that they are meeting their Annual Activity Requirement through a combination of Activities including through Work for the Dole activities and another type of Activity
- (c) Fully Eligible Participants (Mutual Obligation) aged 18 to 49, except:
 - (i) where they have arranged to meet their Six Month Activity Requirement through either another type of Activity, or they have already commenced participation at that time in another type of Activity; or
 - (ii) where they have met the Six Month Activity Requirement through an approved Activity in accordance with requirements set out in any Guidelines; and
- (d) subject to clause 108.4, other Fully Eligible Participants who choose to participate in Work for the Dole activities.

Note: An example of the cohort under clause 108.3(c) is Fully Eligible Participants aged 50 to 59 who have Mutual Obligation Requirements but who cannot be compelled to do Work for the Dole activities to meet their Annual Activity Requirement or Six Month Activity Requirement.

108.4 The Provider must not place a Fully Eligible Participant into Work for the Dole activities if the Fully Eligible Participant is aged less than 18 years.

108.4A The Provider:

- (a) may place Stream C Participants into Group Based Activities; and
- (b) must not place Stream A Participants or Stream B Participants into Group Based Activities unless:
 - (i) exceptional circumstances, as specified in any Guidelines, apply; or
 - (ii) the Department has otherwise agreed to it in writing.

108.5 Subject to this Deed, the Provider may, in accordance with any Guidelines:

- (a) claim and fill Work for the Dole Places which have been Sourced by another Employment Provider or a NEST Provider, and advertised as available on the Department's IT Systems; or
- (b) itself Source Work for the Dole Places, and claim and fill those Work for the Dole Places; and
- (c) claim in accordance with clause 124 and clause 124A respectively:
 - (i) a Work for the Dole Fee for each Work for the Dole Place; and
 - (ii) a Work for the Dole Place Fee for each Work for the Dole Place Sourced by the Provider.

Advertised Work for the Dole Places

- 108.6 The Provider may claim a Work for the Dole Place, which is advertised on the Department's IT Systems and which commences in the future, up to 10 Business Days prior to the start date of the relevant Work for the Dole activity.
- 108.7 If the Provider claims a Work for the Dole Place referred to in clause 108.6, the Provider must in accordance with any Guidelines:
- (a) immediately record the relevant Participant's Job Seeker ID to the Work for the Dole Place; and
 - (b) commence the relevant Participant in that place within ten Business Days of the start date of the relevant Work for the Dole Place.
- 108.8 If the Provider claims a Work for the Dole Place, which is advertised on the Department's IT Systems and which is available to commence immediately, the Provider must in accordance with any Guidelines:
- (a) immediately record the relevant Participant's Job Seeker ID against the Work for the Dole Place on the Department's IT Systems; and
 - (b) commence the relevant Participant in the Work for the Dole Place within ten Business Days of the Provider claiming it.
- 108.9 If the Provider fails to comply with clauses 108.7(b) or 108.8(b), the Department may advertise the Work for the Dole Place as available to other Employment Providers, NEST Providers or DES Providers on the Department's IT Systems without Notice to the Provider, unless any relevant Activity Host Organisation requests a change to the start date of the relevant Work for the Dole activity beyond the timeframes referred to in clauses 108.7(b) or 108.8(b), and the Department agrees with the Provider to the relevant extension of time.
- 108.10 Notwithstanding clauses 108.6 to 108.8, the Department may, at its absolute discretion and for any reason, by providing Notice to the Provider:
- (a) remove from the Provider any Work for the Dole Place that has been previously advertised on the Department's IT Systems and claimed by the Provider, provided that a Fully Eligible Participant or a DES Participant has not yet commenced in that place, and where such Notice is received by the Provider, it must not act to fill the relevant place; and
 - (b) allocate to the Provider any Work for the Dole Place that has been previously advertised on the Department's IT Systems and claimed by another Employment Provider, a NEST Provider or a DES Provider, and where such Notice is received by the Provider, it must act to fill the relevant place.

Work for the Dole Places that are Sourced by the Provider

- 108.11 When Sourcing Work for the Dole Places, the Provider should give priority to places in Individual Hosted Activities that are of six continuous months duration over any other type and length of Work for the Dole Places.
- 108.12 If the Provider Sources a Work for the Dole Place, it must, in accordance with any Guidelines and prior to the Work for the Dole Place being claimed and filled:
- (a) perform a risk assessment in accordance with clause 110.2(a)(ii);
 - (b) determine if there is any reason why it would not be appropriate for the potential Work for the Dole Place to be filled by a Fully Eligible Participant or a DES Participant,

including with regard to clause 108.1 and any relevant work, health and safety issues;
and

- (c) if the Provider is satisfied that there is no such reason:
 - (i) fill the Work for the Dole Place with an appropriate Fully Eligible Participant or DES Participant, taking into consideration any relevant circumstances and work restrictions of the Fully Eligible Participant or DES Participant and the characteristics of the Work for the Dole Place, and comply with clause 110.5; or
 - (ii) advertise the Work for the Dole Place to DES Providers, NEST Providers and other Employment Providers on the Department's IT Systems.

Commencement of Fully Eligible Participants and DES Participants in Work for the Dole Places

108.13 Subject to any Guidelines, the Provider must, prior to the commencement of a Fully Eligible Participant or DES Participant in any Work for the Dole Place:

- (a) ensure that the Work for the Dole Place is appropriate for any Fully Eligible Participant being considered for placement by the Provider, taking into consideration any relevant circumstances and work restrictions; and
- (b) if the Provider is the Lead Provider:
 - (i) negotiate and execute an Activity Host Organisation Agreement with each Activity Host Organisation that hosts the Work for the Dole Place, except where the Provider hosts the Work for the Dole Place itself;
 - (ii) comply with clause 110.3; and
 - (iii) identify whether the Work for the Dole Place may be appropriate for any DES Participant to participate in, subject to advice from the DES Provider.

Replacement of Lead Provider for a Work for the Dole Activity

108.13A Where the Provider replaces another Employment Provider or a NEST Provider as the Lead Provider of a Work for the Dole activity:

- (a) the Provider must:
 - (i) use its best endeavours to:
 - (A) novate the relevant Activity Host Organisation Agreement to it;
 - (B) enter into a new Activity Host Organisation Agreement with the relevant Activity Host Organisation on the same terms as the current Activity Host Organisation Agreement, as the Lead Provider; or
 - (C) if the other Employment Provider provides the Work for the Dole activity itself, enter into an Activity Host Organisation Agreement with the other Employment Provider, as the Lead Provider;
 - (ii) advise the Department if it is unable to novate the relevant Activity Host Organisation Agreement or enter into an Activity Host Organisation Agreement within 10 Business Days of becoming the Lead Provider; and
 - (iii) comply with any direction by the Department in relation to the Work for the Dole activity; and

- (b) clauses 124.10 to 124.13 apply in relation to any Work for the Dole Fee claimed in advance by the previous Employment Provider or NEST Provider under clause 124.9, as if that Work for the Dole Fee were claimed by the Provider.

Replacement of Fully Eligible Participants in Work for the Dole Places

- 108.14 Where the Provider has commenced a Fully Eligible Participant in an Individual Hosted Activity, and the Fully Eligible Participant subsequently leaves the relevant Work for the Dole Place, the Provider must, if the Activity Host Organisation wishes to continue the relevant Work for the Dole activity, replace the Fully Eligible Participant in that place and do so in a timely manner.
- 108.15 Where the Provider has commenced a Fully Eligible Participant in a Group Based Activity and the Fully Eligible Participant subsequently leaves the relevant Work for the Dole Place, and the Activity Host Organisation wishes to continue the relevant Work for the Dole activity:
 - (a) the Provider should replace that Fully Eligible Participant in that place within five business days; and
 - (b) if the Provider does not do so, and the relevant Work for the Dole Place was previously advertised on the Department's IT Systems, the Department will re-advertise the Work for the Dole Place on the Department's IT Systems.

Note: Timeliness in replacing Fully Eligible Participants in Work for the Dole Places and utilisation of Work for the Dole Places will be monitored.

Training

- 108.16 The Provider must ensure that each Fully Eligible Participant on the Provider's caseload participating in Work for the Dole activities receives the training required for the specific activity, including as specified in any relevant risk assessment, or as otherwise specified in any Guidelines.

Collaboration

- 108.17 In order to deliver Work for the Dole effectively, the Provider must collaborate with DES Providers and Activity Host Organisations in its Employment Region(s).
- 108.18 For the purposes of clause 108.17, the Provider must work with Activity Host Organisations and DES Providers in the Provider's Employment Region(s) to:
 - (a) plan ahead so that, where relevant, a suitable Work for the Dole Place, with regards to timing, location and any special requirements, is available:
 - (i) for each relevant Fully Eligible Participant on the Provider's caseload, before the Fully Eligible Participant's Annual Activity Requirements are due for completion; and
 - (ii) for relevant DES Participants, as requested by a DES Provider;
 - (b) help develop and Source Work for the Dole Places that are suitable for a wide variety of Fully Eligible Participants (i.e. with different characteristics and needs) and DES Participants;
 - (c) make a positive contribution to the local community through the delivery of Work for the Dole activities;
 - (d) identify and deliver best practice in Work for the Dole; and

- (e) if requested by a DES Provider, arrange a suitable Work for the Dole Place for a DES Participant using reasonable endeavours to identify a Work for the Dole Place advertised on the Department's IT Systems that may be suitable for the DES Participant, and refer the DES Provider to the relevant Lead Provider.

108.19 The Department may, at any time and at its absolute discretion, give a direction to the Provider in relation to a Work for the Dole Place, including a direction that a Work for the Dole Place is:

- (a) to be reallocated to another Employment Provider, a NEST Provider or a DES Provider;
 - (b) not to be used; or
 - (c) to be used, or used differently, within a specific timeframe,
- and if the Provider receives such a direction, the Provider must:
- (d) immediately take any action required by the direction; and
 - (e) otherwise continue to perform the Services in accordance with this Deed.

108.20 Reserved.

Insurance for Work for the Dole activities exclusively on private property

108.21 Subject to clause 108.19, where Work for the Dole activities involve work exclusively on private property and are:

- (a) a Community Support Project; or
- (b) any other activity specified in any Guidelines,

the Provider must ensure that, for the duration of the activities, there is public liability insurance, written on an occurrence basis, with a limit of indemnity of at least \$10 million in respect of any one occurrence, which covers the liability of the lessor or owner of the land on which the activities take place, including to Fully Eligible Participants or DES Participants, as relevant.

108.22 Where the Provider cannot ensure that there is public liability insurance in accordance with clause 108.21, the Provider must not provide, Broker or Purchase the activities without the Department's prior written approval.

Note: The Department has purchased personal accident insurance, and public and products liability insurance that covers Stream Participants and DES 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.

The Department has also purchased public and products liability insurance for Activity Host Organisations, owners of private property, and lease holders and farms who are receiving assistance on their property from job seekers undertaking Work for the Dole – Community Support Projects. This insurance covers liability where a claim is denied under the Activity Host Organisation, owner or lease holder or farm's own public liability insurance policy because that policy excludes particular claims arising in relation to Work for the Dole – Community Support Projects. A copy of this policy is available on the Provider Portal. The amount and form of these insurances is at the Department's absolute discretion.

Transport

108.23 If the Provider provides transport for Fully Eligible Participants for the purposes of an Activity, the Provider must do so in accordance with any Guidelines.

109. National Work Experience Programme Placements and Work Experience (Other) Placements

- 109.1 Subject to clauses 107.4(a) and 109.2, and any Guidelines, the Provider may provide, Purchase, Broker or arrange National Work Experience Programme Placements and Work Experience (Other) Placements for:
- (a) eligible Fully Eligible Participants (Mutual Obligation), as part of meeting their Annual Activity Requirements or Six Month Activity Requirement, or at any other time; and
 - (b) other eligible Stream Participants, if specified in their Job Plan,
- but only:
- (c) if each National Work Experience Programme Placement and Work Experience (Other) Placement does not, in whole or in part, involve work which would have been undertaken by a paid worker if the National Work Experience Programme Placement or Work Experience (Other) Placement had not taken place;
 - (d) if the Provider is satisfied that, for each National Work Experience Programme Placement, there is a likelihood that the relevant Stream Participant will obtain paid employment with the relevant Activity Host Organisation following the National Work Experience Programme Placement, and the Provider has made an assessment of the likely length of that employment; and
 - (e) in accordance with any Guidelines.
- 109.2 The Provider must ensure that each National Work Experience Programme Placement and Work Experience (Other) Placement does not exceed a maximum of four weeks duration with a maximum of 25 hours participation per week.
- Note: where the Provider has assessed, for the purpose of clause 109.1(d), that the likely length of a subsequent paid employment opportunity is for less than six months the placement should be for less than the maximum of four weeks (e.g. less than two weeks).
- 109.3 Where the Provider places an eligible Stream Participant into a National Work Experience Programme Placement or a Work Experience (Other) Placement, the Provider must, prior to the Stream Participant starting that National Work Experience Programme Placement or Work Experience (Other) Placement, ensure that:
- (a) the Stream Participant; and
 - (b) the Activity Host Organisation,
- have signed an agreement as specified by the Department in any Guidelines.

NWEP Incentive for Activity Host Organisations

- 109.4 Subject to clause 109.5:
- (a) the Provider may claim, and the Department will pay to the Provider, one NWEP Incentive for each commencement of an eligible Stream Participant in an NWEP Placement; and
 - (b) the Provider must pay the NWEP Incentive to the relevant Activity Host Organisation from the Provider's own funds no later than five Business Days after receiving the relevant invoice from the Activity Host Organisation, unless otherwise agreed by the Activity Host Organisation.
- 109.5 The Provider must only claim and pay an NWEP Incentive if the Provider has confirmed that:
- (a) the Stream Participant, NWEP Placement and Activity Host Organisation satisfy the eligibility requirements for an NWEP Incentive;
 - (b) the Stream Participant has commenced in the relevant NWEP Placement;

- (c) the Stream Participant and the Activity Host Organisation have entered into an agreement in relation to the NWEF Placement; and
- (d) an NWEF Incentive has not been paid by any Employment Provider (including the Provider), NEST Provider or Transition to Work Provider for any other NWEF Placement of the same Stream Participant with the same Activity Host Organisation.

109A PaTH Internships

- 109A.1 Subject to this Deed including any Guidelines, the Provider may arrange PaTH Internships for PaTH Interns.
- 109A.2 The Provider must ensure that each PaTH Internship that it arranges:
 - (a) is for a duration of no less than 4 weeks and no more than 12 weeks; and
 - (b) involves participation by the relevant PaTH Intern of between 30 and 50 hours per fortnight.
- 109A.3 Where the Provider places a PaTH Intern into a PaTH Internship, the Provider must, prior to the PaTH Intern starting that PaTH Internship, and in accordance with any Guidelines, ensure that:
 - (a) the Provider has updated the PaTH Intern's Job Plan to include details of the PaTH Internship;
 - (b) the Provider has created the relevant PaTH Internship Agreement in the Department's IT Systems; and
 - (c) the PaTH Intern, the Activity Host Organisation and the Provider have signed the relevant PaTH Internship Agreement.
- 109A.4 The Provider must promote, deal with enquiries, manage and report on PaTH Internships, in accordance with any Guidelines.
- 109A.5 If the Provider suspects or becomes aware that any Activity Host Organisation has breached a PaTH Internship Agreement, the Provider must immediately Notify the Department and provide information about the relevant breach as required by the Department.

109B PaTH Internship Amounts payable to Activity Host Organisations

- 109B.1 The Provider must only pay the PaTH Internship Amount to an Activity Host Organisation with respect to a PaTH Internship for a Fully Eligible Participant (Mutual Obligation) if the Provider has:
 - (a) confirmed that:
 - (i) the Participant is a PaTH Intern;
 - (ii) the relevant position meets the requirements of a PaTH Internship as specified in this Deed, including any Guidelines;
 - (iii) the Activity Host Organisation satisfies the eligibility requirements to host, and receive a PaTH Internship Amount for, a PaTH Internship, as specified in this Deed, including any Guidelines; and
 - (iv) the PaTH Intern has commenced in the relevant PaTH Internship; and
 - (b) entered into a PaTH Internship Agreement in relation to the PaTH Internship with the relevant PaTH Intern and the Activity Host Organisation,
 and done so in accordance with any Guidelines.

- 109B.2 Subject to any contrary provision specified in any Guidelines, the Provider must ensure that each payment of a PaTH Internship Amount is paid:
- (a) from the Provider's own funds;
 - (b) to the relevant Activity Host Organisation;
 - (c) only once for each PaTH Intern; and
 - (d) otherwise in accordance with any Guidelines.

Reimbursement

- 109B.3 The Department will Reimburse the Provider for each PaTH Internship Amount that is:
- (a) paid in accordance with this Deed; and
 - (b) claimed by the Provider in accordance with this clause 109B.
- 109B.4 Once the Provider has properly paid a PaTH Internship Amount in accordance with clauses 109B.1 and 109B.2, the Provider may submit a claim for Reimbursement through the Department's IT Systems, but only in accordance with this clause 109B and any Guidelines.
- 109B.5 Each claim for Reimbursement under this clause 109B must be rendered by the Provider to the Department no more than 56 days after the end of the relevant PaTH Internship Period.

109C Employability Skills Training

- 109C.1 Subject to this Deed, and without limiting clause 107.1, the Provider must refer EST Eligible Participants to EST Courses through the Department's IT Systems in accordance with any Guidelines.
- 109C.2 The Provider is not required to refer an EST Eligible Participant to an EST Course where the Provider considers that one or more reasons for not participating, as specified in any Guidelines, apply in respect of that EST Eligible Participant.
- 109C.3 The Provider must not refer an EST Eligible Participant to an EST Course delivered by the Provider's Own Organisation or a Related Entity.
- 109C.4 Before referring a Participant to an EST Course, the Provider must, in accordance with any Guidelines:
- (a) confirm that the Participant is an EST Eligible Participant;
 - (b) unless advised otherwise by the Department, ensure that the Participant has not previously completed that type of EST Course;
 - (c) determine whether the Participant has the capacity to undertake the EST Course on a full time basis or on a part time basis; and
 - (d) ensure that the EST Course is suitable for the Participant.
- 109C.5 For each EST Eligible Participant that the Provider refers to an EST Course, the Provider must:
- (a) prior to the Participant starting the EST Course, update the Participant's Job Plan to include details of the EST Course; and
 - (b) comply with any requirements specified in any Guidelines with respect to the Participant's attendance at, and completion of, the EST Course.
- 109C.6 The Provider must:
- (a) develop good working relationships with EST Providers in its Employment Region(s) so as to ensure the successful implementation of Employability Skills Training; and

- (b) promote, deal with enquiries, manage and report on EST, in accordance with any Guidelines.

109C.7 The Department may give a direction to the Provider in relation to an EST Course, or the referral of a Participant to an EST Course, including a direction that:

- (a) a Participant be referred to another EST Course delivered by the same or another EST Provider; and
- (b) no Participants are to be referred to one or more EST Courses delivered by an EST Provider,

and if the Provider receives such a direction, the Provider must:

- (c) immediately take any action required by the direction; and
- (d) otherwise continue to perform the Services in accordance with this Deed.

109D Launch into Work Placements

109D.1 Subject to clause 109D.2, the Provider may arrange Launch into Work Placements for:

- (a) eligible Fully Eligible Participants (Mutual Obligation), as part of meeting their Annual Activity Requirements or Six Month Activity Requirement, or at any other time; and
- (b) other eligible Stream Participants,

but only:

- (c) if each Launch into Work Placement does not, in whole or in part, involve work which would have been undertaken by a paid worker if the Launch into Work Placement had not taken place; and
- (d) in accordance with any Guidelines.

109D.2 The Provider must, in accordance with any Guidelines:

- (a) identify potentially suitable Stream Participants for the Launch into Work Placement and refer them to an information session by the Launch into Work Organisation; and
- (b) refer suitable Stream Participants to the Launch into Work Placement.

109D.3 For each Stream Participant that the Provider refers to a Launch into Work Placement, the Provider must:

- (a) prior to the Stream Participant starting in the Launch into Work Placement, update the Stream Participant's Job Plan to include details of the Launch into Work Placement; and
- (b) comply with any requirements specified in any Guidelines with respect to the Stream Participant's participation in, and completion of the Launch into Work Placement.

109D.4 The Provider must:

- (a) develop and maintain effective relationships with Launch into Work Organisations in its Employment Regions so as to ensure the successful delivery of the Launch into Work program; and
- (b) promote, deal with enquiries, manage and report on Launch into Work, in accordance with any Guidelines.

109D.5 The Department may give a direction to the Provider in relation to a Launch into Work Placement, or the referral of a Stream Participant to a Launch into Work Placement, and if the Provider receives such a direction, the Provider must:

- (a) immediately take any action required by the direction; and

- (b) otherwise continue to perform the Services in accordance with this Deed.

109E Career Transition Assistance

Referral of Participants to CTA

- 109E.1 Subject to this Deed, and without limiting clause 107.1, the Provider may, in accordance with any Guidelines:
- (a) if the Provider is contracted to deliver Services within a CTA Trial Region, refer any CTA Eligible Participant to a CTA Provider in that CTA Trial Region to undertake a CTA Course; or
 - (b) if the Provider is contracted to deliver Services in an Employment Region other than a CTA Trial Region, refer any CTA Eligible Participant to a CTA Provider in that Employment Region to undertake a CTA Course.
- 109E.2 Before referring a Participant to undertake a CTA Course, the Provider must, in accordance with any Guidelines:
- (a) confirm that the Participant is a CTA Eligible Participant;
 - (b) unless advised otherwise by the Department, ensure that the Participant has not previously, in the same Period of Service, completed the CTA Course to which the Provider proposes to refer the Participant;
 - (c) determine whether the Participant has the capacity to undertake the CTA Course on a full time basis or part time basis; and
 - (d) ensure that the CTA Course is suitable for the Participant.
- 109E.3 For each CTA Eligible Participant who the Provider refers to a CTA Course, the Provider must:
- (a) prior to the Participant starting the CTA Course, update the Participant's Job Plan to include details of the CTA Course; and
 - (b) comply with any requirements specified in any Guidelines with respect to the Participant's attendance at, and completion of, the CTA Course.

Working with CTA Providers

- 109E.4 If the Provider delivers Services:
- (a) in one or more CTA Trial Regions; or
 - (b) for the purposes of the CTA National Rollout, in an Employment Region that is not a CTA Trial Region, or in Employment Regions that are not CTA Trial Regions,
- the Provider must:
- (c) develop strong and sustainable working relationships with the CTA Providers in those CTA Trial Regions or Employment Regions, as the case may be, so as to ensure the successful delivery of CTA; and
 - (d) promote, deal with enquiries, manage and report on CTA, in accordance with any Guidelines or as otherwise directed by the Department.

Directions regarding CTA

- 109E.5 The Department may give a direction to the Provider in relation to a CTA Course, or in relation to the referral of a Participant to a CTA Course delivered by a CTA Provider, including a direction that:
- (a) a Participant be referred to a CTA Course delivered by another CTA Provider; and
 - (b) no Participants are to be referred to CTA Course delivered by a CTA Provider, and if the Provider receives such a direction, the Provider must:
 - (c) immediately take any action required by the direction; and
 - (d) otherwise continue to perform the Services in accordance with this Deed.

109F Reserved

109G Harvest Trail Services

- 109G.1 Subject to this Deed, the Provider may refer any Stream Participant to an HTS Provider for a Harvest Placement in accordance with any Guidelines.
- 109G.2 For each Stream Participant that the Provider refers to an HTS Provider for a Harvest Placement, the Provider must:
- (e) prior to the Stream Participant starting in a Harvest Placement, update the Stream Participant's Job Plan to include the referral to the HTS Provider;
 - (f) otherwise continue to service the Stream Participant in accordance with this Deed; and
 - (g) comply with any requirements specified in any Guidelines with respect to the Stream Participant's Harvest Placement.

Note 1: Despite any referral of a Stream Participant by the Provider to an HTS Provider for a Harvest Placement, the Stream Participant remains on the Provider's caseload.

Note 2: Stream Participants who are referred to an HTS Provider are called Harvest Workers.

- 109G.3 The Provider must promote, deal with enquiries, manage and report on HTS, in accordance with any Guidelines.

109H Local Jobs Program Activities

- 109H.1 Subject to clause 109H.2, the Provider may, in accordance with any Guidelines, arrange LJP Activities, or provide LJP Activities if they are an LJP Activity Host, for:
- (a) eligible Fully Eligible Participants (Mutual Obligation), as part of meeting their Annual Activity Requirements or Six Month Activity Requirement, or at any other time; and
 - (b) other eligible Stream Participants.
- 109H.2 The Provider may refer any eligible Stream Participant to an LJP Activity in accordance with any Guidelines.
- 109H.3 For each Stream Participant that the Provider refers to an LJP Activity, the Provider must:
- (a) prior to each Stream Participant starting in the LJP Activity, update the Stream Participant's Job Plan to include details of the LJP Activity; and
 - (b) comply with any requirements specified in any Guidelines with respect to the Stream Participant's participation in, and completion of, the LJP Activity.
- 109H.4 The Provider must promote, respond to enquiries, manage and report on LJP Activities, in accordance with any Guidelines.

109I. SEE Program

- 109I.1 Subject to this Deed, the Provider may, in accordance with any Guidelines, refer any SEE Eligible Participant to a SEE Provider to undertake a SEE Training Course.
- 109I.2 Before referring a Participant to undertake a SEE Training Course, the Provider must, in accordance with any Guidelines:
- (a) confirm that the Participant is a SEE Eligible Participant;
 - (b) determine whether the Participant has the capacity to undertake the SEE Training Course on a full time basis or part time basis; and
 - (c) ensure that the SEE Training Course is suitable for the Participant.
- 109I.3 For each Participant that the Provider refers to a SEE Training Course, the Provider must:
- (a) prior to each Participant commencing the SEE Training Course, update the Participant's Job Plan to include details of the SEE Training Course; and
 - (b) comply with any requirements specified in any Guidelines with respect to the Participant's participation in, and completion of, the SEE Training Course.
- 109I.4 The Provider must promote, deal with enquiries, manage and report on SEE, in accordance with any Guidelines.

110. Work health and safety

Note: For the avoidance of doubt, the Provider must comply with the requirements in clause 110 where the Provider provides the Activity itself, as well as where any other organisation provides the Activity (such as a Related Entity).

- 110.1 Prior to the commencement of any Work for the Dole activity, Voluntary Work, PaTH Internship, Launch into Work Placement, National Work Experience Programme Placement, Work Experience (Other) Placement or an LJP Activity, and throughout these Activities, the Provider must, in accordance with any Guidelines, satisfy itself that there is a safe system of work in place, including that the relevant Activity Host Organisation, Launch into Work Organisation or LJP Activity Host is complying with work health and safety requirements relevant to the jurisdiction in which the Activity occurs.
- 110.2 The Provider must, in accordance with any Guidelines:
- (a) undertake a risk assessment:
 - (i) for any Voluntary Work, PaTH Internship, Launch into Work Placement, National Work Experience Programme Placement or Work Experience (Other) Placement;
 - (ii) for any Work for the Dole activity, but only if the Provider itself Sources the relevant potential Work for the Dole Place;
 - (iii) for any LJP Activity, but only if the Provider is the LJP Activity Partnering Provider; and
 - (iv) in any case, for each individual Stream Participant, with regard to their potential participation in any Work for the Dole activity, Voluntary Work, PaTH Internship, Launch into Work Placement, National Work Experience Programme Placement, Work Experience (Other) Placement or LJP Activity,prior to the commencement of:
 - (v) any such Activities; and
 - (vi) each Stream Participant in such Activities;

- (b) if the Provider is the Lead Provider, confirm that the relevant DES Provider has undertaken a risk assessment for each individual DES Participant with regard to their potential participation in any Work for the Dole activity;
- (c) retain Records of each risk assessment referred to in clause 110.2(a) and (b) and any action taken in accordance with the risk assessment, and provide the relevant Records to the Department upon request; and
- (d) ensure that each Activity Host Organisation is obliged to immediately advise:
 - (i) in the case of any Work for the Dole activity, the Lead Provider; and
 - (ii) in the case of any Voluntary Work, PaTH Internship, National Work Experience Programme Placement or Work Experience (Other) Placement, the Provider,
 of any proposed or actual changes to the tasks being undertaken by a Participant or DES Participant involved in such Activities or the circumstances in which those tasks are being undertaken.

110.3 If the Provider:

- (a) is the Lead Provider in relation to a Work for the Dole Place;
 - (b) has Brokered, Purchased or arranged a Voluntary Work, PaTH Internship, Launch into Work Placement, National Work Experience Programme Placement or Work Experience (Other) Placement; or
 - (c) is the LJP Activity Partnering Provider, in relation to an LJP Activity,
- it must, in accordance with any Guidelines:
- (d) when negotiating the relevant Activity Host Organisation Agreement, or arranging a Launch into Work Placement or LJP Activity, as relevant, confirm with the relevant Activity Host Organisation, Launch into Work Organisation or LJP Activity Host:
 - (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;
 - (e) undertake ongoing work health and safety monitoring of the Work for the Dole activity, Voluntary Work, PaTH Internship, Launch into Work Placement, National Work Experience Programme Placement, Work Experience (Other) Placement or LJP Activity or, as relevant; and
 - (f) 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.

110.4 If the Provider does not itself employ a Competent Person relevant to meeting the obligations at clauses 110.1, 110.2 and 110.3, it must engage a relevant Competent Person, as required, for this purpose.

110.5 Prior to the commencement of a Stream Participant in any Work for the Dole activity, Voluntary Work, PaTH Internship, Launch into Work Placement, National Work Experience Programme Placement, Work Experience (Other) Placement or LJP Activity, and at all times during each Activity, the Provider must, in accordance with any Guidelines:

- (a) examine the relevant risk assessment to ensure that the Work for the Dole activity, Voluntary Work, PaTH Internship, Launch into Work Placement, National Work Experience Programme Placement, Work Experience (Other) Placement or LJP Activity or is appropriate for the Stream Participant being considered for placement, 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, that will be required to ensure that the Stream Participant can participate in the Activities safely, and ensure that training of sufficient length and quality is provided to all Stream Participants by the Activity Host Organisation, Launch into Work Organisation or LJP Activity Host;
- (c) ensure that appropriate facilities (such as toilets and access to drinking water) will be available to all Stream Participants;
- (d) identify if any specific equipment, clothing or materials are required for Stream Participants to participate safely in the relevant Activities, and ensure that such materials will be provided to Stream Participants;
- (e) ensure that the Stream Participant being considered for placement in the Activity has been advised of the process for reporting any work health and safety issues regarding the Activities; and
- (f) purchase or fund additional insurance for the Work for the Dole activity, Voluntary Work, PaTH Internship, Launch into Work Placement, National Work Experience Programme Placement, Work Experience (Other) Placement or LJP Activity, if required.

Incidents

- 110.6 The Provider must Notify the Department as soon as possible, and within 24 hours, 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 Stream Participant, a DES 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 Services into disrepute.
- 110.7 Where an incident referred to in clause 110.6 is an accident, or involves injury or death, the Provider must also, as soon as possible, and within 24 hours, notify the Department in the form specified in any Guidelines giving full details of the accident, injury or death.
- 110.8 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 Stream Participants and DES Participants.

111. Supervision

Note: Supervisors may be engaged/employed by the Provider to supervise Activities (other than PaTH Internships), or may be engaged/employed by Activity Host Organisations to supervise Activities that they provide. EST Providers are responsible for arranging Supervision in relation to EST Courses, CTA Providers are responsible for arranging Supervision in relation to CTA Courses, Launch into Work Organisations are responsible for arranging Supervision in relation to Launch into Work Placements, LJP Activity Hosts are responsible for arranging Supervision in relation to LJP Activities and SEE Providers are responsible for arranging Supervision in relation to SEE Training Courses.

- 111.1 The Provider must, in accordance with any Guidelines, ensure that:

- (a) it, or where relevant each Activity Host Organisation, provides adequate and appropriate Supervision for any Voluntary Work, PaTH Internship, National Work Experience Programme Placement or Work Experience (Other) Placement so as to ensure that relevant Stream Participants are undertaking appropriate tasks and operating in a healthy and safe environment;
- (b) it, or where relevant each Activity Host Organisation, provides adequate and appropriate Supervision for any Work for the Dole activity so as to ensure that relevant Stream Participants and DES Participants are undertaking appropriate tasks and operating in a healthy and safe environment;
- (c) where any Voluntary Work, PaTH Internship, National Work Experience Programme Placement or Work Experience (Other) Placement involves:
 - (i) people who are elderly, disabled or otherwise vulnerable; or
 - (ii) Children (excluding other Participants),
 the Supervision provided is continuous over the entire duration of the Activity; and
- (d) where any Work for the Dole activity involves:
 - (i) people who are elderly, disabled or otherwise vulnerable; or
 - (ii) Children (excluding other Participants or DES Participants),
 the Supervision provided is continuous over the entire duration of the Activity.

111.2 The Provider must ensure that relevant checks are conducted:

- (a) by the Provider on all Stream Participants and all relevant Personnel and Supervisors in accordance with clause 8; and
 - (b) by the relevant DES Provider on all DES Participants,
- whenever an Activity involves close proximity with people who are elderly, disabled or otherwise vulnerable or Children (excluding other Participants or DES Participants).

Note: EST Providers are responsible for conducting relevant checks on their Personnel and Supervisors prior to their involvement in EST, CTA Providers are responsible for conducting relevant checks on their Personnel and Supervisors prior to their involvement in CTA Courses, Launch into Work Organisations are responsible for conducting relevant checks on their Personnel and Supervisors prior to their involvement in Launch into Work Placements and LJP Activity Hosts are responsible for conducting relevant checks on their Personnel and Supervisors prior to their involvement in LJP Activities.

111.3 The Provider must ensure that all relevant Personnel and Supervisors for any Work for the Dole activity, Voluntary Work, PaTH Internship, National Work Experience Programme Placement or Work Experience (Other) Placement:

- (a) are fit and proper persons to be involved in the Activities;
- (b) have a high level of skill/knowledge, training and/or experience in:
 - (i) the part of each Activity in which they are engaged; and
 - (ii) working with, training and supervising persons in such activities;
- (c) have had checks as specified in clause 8.1 and have met any additional statutory requirements (including under state and territory law), prior to being given responsibility for the Supervision of Stream Participants; and
- (d) have had checks as specified in clause 8.1 and have met any additional statutory requirements (including under state and territory law), prior to being given responsibility for the Supervision of DES Participants in Work for the Dole.

- 111.4 The Department may give Notice, on reasonable grounds related to the performance of any Work for the Dole activity, Voluntary Work, PaTH Internship, Launch into Work Placement, and National Work Experience Programme Placement or Work Experience (Other) Placement, requiring the Provider to remove, or arrange for the removal of, a Supervisor, whether engaged by the Provider or engaged by an Activity Host Organisation or Launch into Work Organisation, from work on the Activities.
- 111.5 Where the Department gives Notice under clause 111.4, the Provider must, at its own cost, promptly arrange for the removal of such a Supervisor from work on the Activities and their replacement with one or more Supervisors acceptable to the Department.
- 111.6 Except for PaTH Internships, Launch into Work Placements and SEE Training Courses, the Provider must ensure that each Supervisor, whether engaged by the Provider or engaged by an Activity Host Organisation, is required to notify the Provider of:
- (a) the non-attendance at all relevant Activities; and
 - (b) any other non-compliance with the Activities,
- of a Stream Participant as soon as practicable, but no later than at the end of the relevant working week.
- 111.7 All Supervisors who:
- (a) are contracted by the Provider to provide Supervision for any Work for the Dole activity, Voluntary Work, National Work Experience Programme Placement or Work Experience (Other) Placement that the Provider provides itself; and
 - (b) are not employees of the Provider,
- are deemed to be approved Subcontractors for the purposes of clause 48.1(a).

112. Other matters

- 112.1 The Provider must:
- (a) ensure that each Stream Participant, DES Participant, Activity Host Organisation, and any Supervisor engaged by the Provider, are aware that the Activity 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 Stream Participant is aware of the process to lodge a complaint or voice safety concerns about an Activity; and
 - (d) ensure that each DES Participant participating in a Work for the Dole Place, for which the Provider is the Lead Provider, is aware of the process to lodge a complaint or voice safety concerns about a Work for the Dole activity.
- 112.2 The Provider must ensure that, to the extent allowed by law and unless otherwise expressly agreed by the Parties, there is no intention or understanding on the part of an Activity Host Organisation or a Stream Participant that any Activity itself will create legal relations between the Stream Participant and:
- (a) the Commonwealth;
 - (b) the Provider; or
 - (c) the Activity Host Organisation.

Section B3.3 – Job Search Requirements

113. Job Search Requirements

- 113.1 The Provider must ensure that a Delegate:
- (a) specifies the Job Search Requirement for each Fully Eligible Participant (Mutual Obligation) in their Job Plan; and
 - (b) ensures that the Job Search Requirement is appropriately recorded in the Fully Eligible Participant's (Mutual Obligation) Job Plan at all times during their Period of Service.
- 113.2 The Provider must ensure that each Fully Eligible Participant (Mutual Obligation) is aware at all times:
- (a) of their current Job Search Requirement;
 - (b) that they must report details of their Job Searches through the jobactive Website, through the jobseeker application (app) or directly to the Provider and the frequency of such provision; and
 - (c) how they can record their Job Searches for the purposes of clause 113.2(b).
- 113.3 For each Fully Eligible Participant (Mutual Obligation), the Provider must, as specified in any Guidelines:
- (a) if the Participant does not report details of their Job Searches through the jobactive Website or through the jobseeker application (app), record:
 - (i) in the Department's IT Systems; and
 - (ii) no later than close of business on the same day that each Job Search is reported, the number of Job Searches reported by the Participant directly to the Provider and do so as specified in any Guidelines; and
 - (b) determine whether the Participant's Job Search efforts satisfactorily meet their Job Search Requirement for each Job Search Period by reviewing and confirming the quality of the Job Search effort reported by the Participant (whether through the jobactive Website or directly to the Provider) no later than five business days after the end of each Job Search Period.

Note 1: the Department's IT Systems will identify if the number of Job Searches reported (whether through the jobactive Website or directly to the Provider) meets the Participant's Job Search Requirement for each Job Search Period.

Note 2: Clause 114 (Compliance Action – Mutual Obligation Failures) will apply if the number or quality of Job Search efforts reported by a Participant fails to satisfy their Job Search Requirement for a Job Search Period.

Section B3.4– Compliance Action

114. Compliance Action – Mutual Obligation Failures

Same Business Day response to Mutual Obligation Failures

- 114.1 Subject to clause 114.2, if the Provider becomes aware that a Fully Eligible Participant (Mutual Obligation) has apparently committed a Mutual Obligation Failure, the Provider must:
- (a) attempt to contact the Participant on the same Business Day on which the Provider becomes aware of the apparent Mutual Obligation Failure; and
 - (b) if:
 - (i) there is contact between the Provider and the Participant on that day, comply with clause 114.3 immediately during that contact; or

- (ii) clause 114.1(b)(i) does not apply, immediately comply with clause 114.5.

114.2 Where a Mutual Obligation Failure has occurred because:

- (a) the Participant fails to undertake adequate Job Searches by the end of a Job Search Period, then:
 - (i) clause 114.1 does not apply;
 - (ii) subject to any Guidelines, if the Participant's Reconnection Requirement specified in the Department's IT Systems is a Capability Interview or a Capability Assessment, the Provider must set the relevant Reconnection Requirement by scheduling a date and time for the Reconnection Requirement to occur within the timeframe specified in any Guidelines;
 - (iii) if the Participant does not have SMS or e-mail details recorded in the Department's IT Systems for automated notification, the Provider must, on the day the Department's IT Systems notify the Provider of the Mutual Obligation Failure, send the notice prepared by the Department's IT Systems in response to the Mutual Obligation Failure to the Participant's postal address; and
 - (iv) if the Participant later contacts the Provider to discuss the Mutual Obligation Failure, the Provider must comply with clause 114.6 immediately during that contact; or
- (b) the Participant fails to enter into a Job Plan, then:
 - (i) clause 114.1 does not apply; and
 - (ii) subject to any Guidelines, the Provider must immediately comply with clause 114.5.

Note: Clause 114.2(a) applies where the Participant fails to undertake an adequate number of Job Searches and where the quality of the Participant's Job Search effort is not adequate.

Successful same Business Day contact

114.3 For the purposes of clause 114.1(b)(i), the Provider must:

- (a) discuss the circumstances of the apparent Mutual Obligation Failure; and
- (b) if the Provider considers that a Mutual Obligation Failure has been committed, comply with clause 114.4.

114.4 For the purposes of clause 114.3(b), the Provider must, subject to any Guidelines:

- (a) discuss the Participant's reasons for the Mutual Obligation Failure and assess if the Participant has a Valid Reason;
- (b) if the Provider determines that the Participant has a Valid Reason, advise the Participant of the action taken by the Provider under clause 114.4(e);
- (c) if the Provider determines that the Participant does not have a Valid Reason:
 - (i) set a Reconnection Requirement, as specified in the Department's IT Systems, by scheduling a date and time for the Reconnection Requirement to occur within the timeframe specified in any Guidelines; and
 - (ii) advise the Participant:
 - (A) of the action taken by the Provider under clauses 114.4(c)(i) and (e);

- (B) that their Income Support Payment will, as a minimum, remain suspended until they comply with their Reconnection Requirement;
 - (C) of the effect of not complying with the Reconnection Requirement; and
 - (D) if the Participant is identified as being in the penalty zone on the Department's IT Systems, that the Mutual Obligation Failure will be automatically referred to Services Australia;
- (d) record the details and outcomes required in the Department's IT Systems for each matter specified in this clause 114.4; and
- (e) take any other action specified in any Guidelines, including (where relevant):
 - (i) suspending the Participant's Income Support Payment by recording in the Department's IT Systems that the Participant has committed a Mutual Obligation Failure without a Valid Reason; and
 - (ii) confirming or removing a Demerit by recording in the Department's IT Systems that the Participant does not, or does, have a Valid Reason for a Mutual Obligation Failure.

Unsuccessful or unrequired same Business Day contact

114.5 For the purposes of clauses 114.1(b)(ii) and 114.2(b)(ii), the Provider must:

- (a) immediately:
 - (i) if the Participant does not have SMS or e-mail details recorded in the Department's IT Systems for automated notification, send the notice prepared by the Department's IT Systems in response to the apparent Mutual Obligation Failure to the Participant's postal address; and
 - (ii) take any other action specified in any Guidelines;
- (b) if the Participant later contacts the Provider to discuss the Mutual Obligation Failure, comply with clause 114.6 immediately during that contact; and
- (c) if the Participant:
 - (i) has not contacted the Provider within two Business Days after the Business Day referred to in clause 114.1(a); and
 - (ii) does not have SMS or e-mail details recorded in the Department's IT Systems for automated notification,

send the notice prepared by the Department's IT Systems in response to the apparent Mutual Obligation Failure to the Participant's postal address.

114.6 For the purposes of clauses 114.2(a)(iv) and 114.5(b), the Provider must, subject to any Guidelines:

- (a) discuss the circumstances of the apparent Mutual Obligation Failure; and
- (b) if the Provider considers that a Mutual Obligation Failure has been committed:
 - (i) discuss the Participant's reasons for the Mutual Obligation Failure and assess if the Participant has a Valid Reason;
 - (ii) if the Provider determines that the Participant has a Valid Reason, advise the Participant of the action taken by the Provider under clause 114.6(b)(v);
 - (iii) if the Providers determines that the Participant does not have a Valid Reason:

- (A) set a Reconnection Requirement, as specified in the Department's IT Systems, by scheduling a date and time for the Reconnection Requirement to occur within the timeframe specified in any Guidelines; and
- (B) advise the Participant:

- 114.6.b.iii.B.1. of the action taken by the Provider under clauses 114.6(b)(iii)(A) and (v);
- 114.6.b.iii.B.2. that their Income Support Payment will, as a minimum, remain suspended until they comply with their Reconnection Requirement;
- 114.6.b.iii.B.3. of the effect of not complying with the Reconnection Requirement; and
- 114.6.b.iii.B.4. if the Participant is identified as being in the penalty zone on the Department's IT Systems, that the Mutual Obligation Failure will be automatically referred to Services Australia;
 - (iv) record the details and outcomes required in the Department's IT Systems for each matter specified in this clause 114.6; and
 - (v) take any other action specified in any Guidelines (including confirming or removing a Demerit by recording in the Department's IT Systems that the Participant does not, or does, have a Valid Reason for a Mutual Obligation Failure, where relevant).

Capability Interview

- 114.7 The Provider must conduct a Capability Interview in accordance with clauses 114.8 and 114.9 with a Fully Eligible Participant (Mutual Obligation) if the Department's IT Systems specify that the Participant's Reconnection Requirement is a Capability Interview.
- 114.8 During each Capability Interview, the Provider must:
 - (a) ensure the Participant understands the purpose and potential outcomes of the Capability Interview;
 - (b) review the Participant's most recent JSCI Assessment and:
 - (i) confirm that the JSCI Assessment accurately reflects their current circumstances; or
 - (ii) if the JSCI Assessment does not accurately reflect their current circumstances, conduct a Change of Circumstances Reassessment in accordance with clause 79.1(b) or (c) (as relevant);
 - (c) using the Capability Management Tool, identify and consider all known personal circumstances against the Participant's Mutual Obligation Requirements;
 - (d) in accordance with any Guidelines, assess whether the Participant's Job Plan is suitable for the Participant and update the Participant's Job Plan if required; and
 - (e) record the details and outcomes required in the Department's IT Systems for each matter specified in this clause 114.8.
- 114.9 Each Capability Interview must be conducted:
 - (a) only with one Participant;
 - (b) within two Business Days of the Participant incurring the Demerit that triggered the Capability Interview, unless otherwise specified in any Guidelines; and
 - (c) face to face, except in allowable circumstances as specified in any Guidelines.

Capability Assessment

114.10 Where Services Australia has conducted a Capability Assessment for a Fully Eligible Participant (Mutual Obligation), the Provider must:

- (a) review the outcome of the Capability Assessment and action any recommendations from Services Australia arising from the outcome; and
- (b) if the Capability Assessment found that the Participant's Job Plan is not suitable for the Participant, ensure that a Delegate updates the Participant's Job Plan within the timeframe and as specified in the findings of the Capability Assessment and any Guidelines.

Removing Demerits

114.11 Where a Fully Eligible Participant (Mutual Obligation) has incurred a Demerit for a Mutual Obligation Failure and the Provider subsequently becomes aware that:

- (a) the Mutual Obligation Failure relates to a Mutual Obligation Requirement that the Provider considers was not appropriate to the Participant's circumstances at the time;
- (b) the Mutual Obligation Failure was:
 - (i) caused or substantially contributed to by previously undisclosed circumstances; and
 - (ii) the Provider is satisfied that a Valid Reason would have existed for the Mutual Obligation Failure had the relevant circumstances been disclosed at the time;
- (c) the Mutual Obligation Failure occurred because the Participant failed to self-report the required number of Job Searches by the end of a Job Search Period or failed to enter into a Job Plan, and the Provider is satisfied that the Participant had a Valid Reason for the Mutual Obligation Failure; or
- (d) the Mutual Obligation Failure or Demerit was recorded in error,

the Provider must remove the Demerit, change the related Reconnection Requirement (if required), and record the reasons for removal on the Department's IT Systems, within one Business Day of becoming aware of the relevant matter, in accordance with any Guidelines.

114.12 Where requested by a Fully Eligible Participant (Mutual Obligation), the Department or Services Australia, the Provider must consider if clause 114.11 applies to a Demerit, and remove the Demerit if it does.

115. Compliance Action – Work Refusal Failures

Same Business Day response to Work Refusal Failures

115.1 If the Provider becomes aware that a Fully Eligible Participant (Mutual Obligation) has apparently committed a Work Refusal Failure, the Provider must:

- (a) attempt to contact the Participant on the same Business Day on which the Provider becomes aware of the apparent Work Refusal Failure; and
- (b) if:
 - (i) there is contact between the Provider and the Participant on that day, comply with clause 115.2 immediately during that contact; or
 - (ii) clause 115.1(b)(i) does not apply, comply with clause 115.4.

115.2 For the purposes of clause 115.1(b)(i), the Provider must:

- (a) discuss the circumstances of the apparent Work Refusal Failure (including any reason why the employment offered may not be suitable for the Participant); and
- (b) if the Provider considers that a Work Refusal Failure has been committed, comply with clause 115.3.

115.3 For the purposes of clause 115.2(b), the Provider must:

- (a) create a Work Refusal Failure report and record the details and outcomes required in the Department's IT Systems; and
- (b) take any other action specified in any Guidelines.

115.4 For the purposes of clause 115.1(b)(ii), the Provider must:

- (a) on the same Business Day on which the Provider becomes aware of the apparent Work Refusal Failure:
 - (i) create a Work Refusal Failure report and record the details and outcomes required in the Department's IT Systems; and
 - (ii) if the Participant does not have SMS or e-mail details recorded in the Department's IT Systems for automated notification, send the notice prepared by the Department's IT Systems in response to the Work Refusal Failure report to the Participant's postal address;
- (b) take any other action specified in any Guidelines; and
- (c) if the Participant contacts the Provider to discuss the apparent Work Refusal Failure, comply with clause 115.5 immediately during that contact.

Note: when the Provider creates a Work Refusal Failure report, the Participant's Income Support Payment will be suspended and a Reconnection Requirement set to make contact with the Provider. If the Participant does not contact the Provider within 4 weeks, the Participant's Income Support Payment will be cancelled.

115.5 For the purposes of clause 115.4(c), the Provider must:

- (a) discuss the circumstances of the apparent Work Refusal Failure (including any reason why the employment offered may not be suitable for the Participant);
- (b) after considering whether the Participant has committed a Work Refusal Failure, update the Work Refusal Failure report as specified in any Guidelines; and
- (c) take any other action specified in any Guidelines.

116. Compliance Action – Unemployment Failures

116.1 If the Provider becomes aware that a Fully Eligible Participant (Mutual Obligation) has become unemployed apparently as:

- (a) a direct or indirect result of a voluntary act of the Participant; or
- (b) a result of the Participant's misconduct as an employee,

the Provider must:

- (c) attempt to contact the Participant on the same Business Day on which the Provider becomes aware of the unemployment; and
- (d) if:
 - (i) there is contact between the Provider on that day, comply with clause 116.2 immediately during that contact; or
 - (ii) clause 116.1(d)(i) does not apply, comply with clause 116.3.

- 116.2 For the purposes of clause 116.1(d)(i), the Provider must:
- (a) discuss the circumstances of the Participant becoming unemployed (including the Participant's reasons);
 - (b) if the Provider considers it likely that the Participant became unemployed for a reason specified in clause 116.1(a) or (b), create an Unemployment Failure report and record the details and outcomes required in the Department's IT Systems, unless otherwise specified in any Guidelines; and
 - (c) take any other action specified in any Guidelines.
- 116.3 For the purposes of clause 116.1(d)(ii), the Provider must:
- (a) on the same Business Day on which the Provider becomes aware that the Participant became unemployed apparently for a reason specified in clause 116.1(a) or (b):
 - (i) create an Appointment to occur within 10 Business Days after that Business Day, if an Appointment is not already scheduled to occur within that time; and
 - (ii) create an Unemployment Failure report and record the details and outcomes required in the Department's IT Systems, unless otherwise specified in any Guidelines;
 - (b) take any other action specified in any Guidelines; and
 - (c) during the next Contact, or if the Participant contacts the Provider to discuss the apparent Unemployment Failure, comply with clause 116.4 immediately during that contact.
- 116.4 For the purposes of clause 116.3(c), the Provider must:
- (a) discuss the circumstances of the apparent Unemployment Failure (including the Participant's reasons);
 - (b) after considering whether the Participant has committed an apparent Unemployment Failure, update the Unemployment Failure report as specified in any Guidelines; and
 - (c) take any other action specified in any Guidelines.

117. Non-compliance action for Disability Support Pension Recipients (Compulsory Requirements)

- 117.1 Where the Provider becomes aware that any Disability Support Pension Recipient (Compulsory Requirements) has failed to comply with one or more of their Mutual Obligation Requirements by failing to:
- (a) attend an Appointment;
 - (b) enter into a current Job Plan; or
 - (c) appropriately participate-in any Activities as specified in any Guidelines,
- the Provider must attempt to contact the Disability Support Pension Recipient (Compulsory Requirements) on the same Business Day that they become aware of the failure to comply.
- 117.2 If the Provider has been able to make contact with the Disability Support Pension Recipient (Compulsory Requirements), it must, within ten Business Days of becoming aware of the failure to comply referred to in clause 117.1 and in accordance with any Guidelines:
- (a) determine whether the failure to comply should be reported to Services Australia;

- (b) if the Provider determines that the failure to comply should be reported to Services Australia, document any information relevant to the failure to comply in the Department's IT Systems and report the failure to comply to Services Australia via the Department's IT Systems; and
- (c) if the Provider determines that the failure to comply should not be reported to Services Australia, use its best endeavours to ensure that the Disability Support Pension Recipient (Compulsory Requirements) complies with their Compulsory Requirements at the next available opportunity.

117.3 If the Provider has not been able to make contact with the Disability Support Pension Recipient (Compulsory Requirements), it must, within ten Business Days of becoming aware of the failure to comply referred to in clause 117.1:

- (a) determine whether any action should be taken under arrangements in relation to the failure to comply as specified in any Guidelines; and
- (b) if the Provider determines that such action should be taken, document any information relevant to the failure to comply in the Department's IT Systems and report the failure to comply to Services Australia via the Department's IT Systems.

118. Delegate obligations

118.1 The Provider must ensure that the Provider's Personnel and Subcontractors:

- (a) are aware of, fully understand, and receive training on, the powers and functions that have been delegated to them under the Social Security Law including in relation to:
 - (i) preparation, approval and variation of Job Plans including specifying Mutual Obligation Requirements in Job Plans;
 - (ii) setting the date, time and manner of participation (including by recording Engagements in the Electronic Calendar) for the requirements specified in a Fully Eligible Participant (Mutual Obligation)'s Job Plan;
 - (iii) identifying Mutual Obligation Failures, Work Refusal Failures and apparent Unemployment Failures; and
 - (iv) determining suspension of a Participant's Income Support Payment following a Mutual Obligation Failure or Work Refusal Failure, imposing Reconnection Requirements and giving appropriate notice of those requirements and the effect of not complying with them;
- (b) have, prior to taking action under Section B3.4, successfully completed all mandatory targeted compliance framework training identified in the online Learning Centre; and
- (c) comply with the Social Security Law.

119. Reserved

120. Reserved

121. Reserved

Chapter B4 – Payments

Section B4.1 – Payments

122. Advance Payments

122.1 The Department may:

- (a) at its absolute discretion, Notify the Provider that the Provider may claim a Payment in advance and the amount that may be claimed; and
- (b) specify in the Notice any other requirements with which the Provider must comply in order to be eligible for an advance payment.

122.2 Subject to this Deed, if, after receiving a Notice from the Department under clause 122.1, the Provider claims a Payment in advance, then provided that the Provider has complied with any requirements in the Notice, the Department will pay the Provider the amount of the advance payment as specified in the Notice.

Offsetting of advance Payments

122.3 On and from the date on which the Department makes a Payment in advance under this clause 122, the Department will, in such amounts and at such times as it determines, offset the Payment against all entitlements to Payments of the Provider under this Deed until the total of the offset entitlements equals the total amount of all Payments made in advance.

122.4 If on the Completion Date the total amount of all Payments made in advance have not been offset under clause 122.3, the difference between:

- (a) the total amount of Payments made in advance; and
 - (b) the total amount of the offset entitlements to Payments,
- is an overpayment for the purposes of clause 19.

123. Administration Fees

Note: Different rates of payment, as specified in Notice No. 15 issued to all Employment Providers on 11 June 2020 (and amended on 18 June 2020), apply under Table 2A at Annexure B2 during the period 12 June 2020 to 30 November 2020 inclusive, as compared to the rates of payment that apply at other times.

123.1 Subject to this Deed, including this clause 123, the Department will pay the Provider an Administration Fee:

- (a) for each Stream Participant;
- (b) once on Commencement and thereafter at the start of each Administration Fee Period; and
- (c) in accordance with:
 - (i) the rate of payment specified in column 1 [Fee] of Table 2A at Annexure B2 that applies at the time of the Commencement or at the start of the Administration Fee Period, as relevant, where the Services are provided in a Non-regional Location; and
 - (ii) the rate of payment specified in column 2 [Fee with regional loading] of Table 2A at Annexure B2 that applies at the time of the Commencement or at the start of the Administration Fee Period, as relevant, where the Services are provided in a Regional Location.

123.2 The Provider must comply with any Guidelines in relation to the payment of Administration Fees.

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

123.3 Where a Stream Participant who is on the caseload of another Employment Provider transfers to the Provider for any reason, the Department will pay the Provider a pro-rata amount of the

Administration Fees payable for the Stream Participant for the Administration Fee Period in which the date of the transfer occurs, calculated by the Department based on:

- (a) the period of time from the date of the transfer to the end of the Administration Fee Period in which the date of the transfer occurs; and
- (b) the relevant rate of payment under Table 2A at Annexure B2 that applies at the time of the Stream Participant's Commencement following transfer to the Provider.

123.3A Where a person who is on the caseload of a NEST Provider or the Digital Services Contact Centre transfers to the Provider as a Stream Participant, the Department will:

- (a) if the Stream Participant:
 - (i) has not previously been serviced under jobactive; or
 - (ii) was previously serviced under jobactive but was Exited from jobactive for more than 13 weeks before being serviced by the NEST Provider or the Digital Services Contact Centre, as relevant,

pay the Provider a full Administration Fee for the Stream Participant in accordance with clause 123.1;

- (b) if the Stream Participant was previously serviced under jobactive by an Employment Provider other than the Provider and was transitioned from jobactive to the NEST, pay the Provider a pro-rata amount of the Administration Fees payable for the Stream Participant for the Administration Fee Period in which the date of the transition to the NEST occurred, calculated by the Department based on:
 - (i) the period of time from the date of the Stream Participant's transition to the NEST to the end of the Administration Fee Period in which the date of the transition occurred; and
 - (ii) the relevant rate of payment under Table 2A at Annexure B2 that applies at the time of the Stream Participant's Commencement following transfer to the Provider; and
- (c) if the Stream Participant was previously serviced under jobactive by the Provider or another Employment Provider and transferred to a NEST Provider or the Digital Services Contact Centre, pay the Provider a pro-rata amount of the Administration Fees payable for the Stream Participant for the Administration Fee Period in which the date of the transfer to the NEST Provider or the Digital Services Contact Centre occurred, calculated by the Department based on:
 - (i) the period of time from the date of the Stream Participant's transfer to a NEST Provider or the Digital Services Contact Centre to the end of the Administration Fee Period in which the date of the transfer occurred; and
 - (ii) the relevant rate of payment under Table 2A at Annexure B2 that applies at the time of the Stream Participant's Commencement following transfer to the Provider.

Note: Stream Participants in the NEST Employment Regions may transition from jobactive to the NEST at the commencement of the NEST. At any other time during the Term of this Deed, Stream Participants may transfer from an Employment Provider (including the Provider) to a NEST Provider or the Digital Services Contact Centre in accordance with this Deed.

123.3B For the avoidance of doubt, the Department will not pay the Provider a pro-rata amount of the Administration Fees payable for a Stream Participant under clause 123.3A(b) if the Provider serviced the Stream Participant under jobactive at the time that the Stream Participant was transitioned to the NEST. In this case, the Provider is not eligible for an Administration Fee payable for the Stream Participant until the expiration of a period of time equivalent to that from the date of the Stream Participant's transition to the NEST to the end of the Administration Fee Period in which the date of the transition occurred.

- 123.4 Where a Stream Participant on the Provider's caseload moves or will move at a known point in time:
- (a) to a Non-regional Location from a Regional Location; or
 - (b) from a Non-regional Location to a Regional Location,
- the Department:
- (c) may, at its absolute discretion, recover a pro-rata amount of the Administration Fee from the Provider as a debt in accordance with clause 21, calculated by the Department based on the period of time from the date of the move to the end of the Administration Fee Period, and the relevant rate of payment under Table 2A at Annexure B2 that applied from the Pro-rata Calculation Start Date prior to the move; and
 - (d) will pay a pro-rata amount of the Administration Fee to the Provider, calculated by the Department based on the period of time from the date of the move to the end of the Administration Fee Period, and the relevant rate of payment under Table 2A at Annexure B2 that applies from the time of the move.
- 123.5 Where a Stream Participant transfers, or will transfer at a known point in time, from the Provider to another Employment Provider, a NEST Provider (including the same legal entity as the Provider) or the Digital Services Contact Centre for any reason, the Department may, at its absolute discretion, recover a pro-rata amount of Administration Fees from the Provider as a debt in accordance with clause 21, calculated by the Department based on the period of time from the date of the transfer to the end of the Administration Fee Period, and the relevant rate of payment under Table 2A at Annexure B2 that applied from the Pro-rata Calculation Start Date.
- 123.6 The Department will pay Administration Fees for the last Administration Fee Period under this Deed on a pro-rata basis, calculated by the Department based on the period of time from the commencement of the last Administration Fee Period for each Stream Participant to the Extended Service Period end date.
- 123.7 Where an SPI Participant ceases, or will cease at a known point in time, to be an SPI Participant (but will remain a Stream Participant), or where a Stream Participant becomes, or will become at a known point in time an SPI Participant, the Department:
- (a) may, at its absolute discretion, recover a pro-rata amount of the Administration Fee from the Provider as a debt in accordance with clause 21, calculated by the Department based on the period of time from the date of the event to the end of the Administration Fee Period, and the relevant rate of payment under Table 2A at Annexure B2 that applied from the Pro-rata Calculation Start Date prior to the event; and
 - (b) pay a pro-rata amount of the Administration Fee to the Provider, calculated by the Department based on the period of time from the date of the event to the end of the Administration Fee Period, and the relevant rate of payment under Table 2A at Annexure B2 that applies from the time of the event.

124. Work for the Dole Fees

- 124.1 Subject to this clause 124, the Department will pay the Provider the applicable Work for the Dole Fee calculated in accordance with any Guidelines:
- (a) in respect of each Work for the Dole Place in an Individual Hosted Activity, when the first Fully Eligible Participant commences in that Work for the Dole Place; and
 - (b) in respect of each Work for the Dole Place in a Group Based Activity, in accordance with clause 124.7,

provided that:

- (c) the Work for the Dole Place starts after the relevant Fully Eligible Participant's Commencement; and
- (d) the Provider has complied with Section B3.2 and any requirements for claiming the payment as specified in any Guidelines.

124.2 The Provider is not entitled to payment under this Deed of:

- (a) an additional Work for the Dole Fee where, under clauses 108.13 and 108.14 or otherwise, the Provider replaces a Fully Eligible Participant who leaves a Work for the Dole Place with another Fully Eligible Participant; or
- (b) a Work for the Dole Fee for a Work for the Dole Place that is claimed for a DES Participant.

Note: if a DES Provider claims a Work for the Dole Place, the DES Provider will make a DES Work for the Dole Payment to the Lead Provider, or otherwise pay a fee directly to the Activity Host Organisation, as determined by the Activity Host Organisation Agreement.

124.2A Except as expressly provided for in this Deed, the Provider must not demand or receive any payment or any other consideration either directly or indirectly from any DES Provider or DES Participant for any reason relating to DES Participants undertaking Work for the Dole.

124.3 If a Work for the Dole Place in an Individual Hosted Activity ends prior to the anticipated end date registered on the Department's IT Systems, without limiting the Department's rights under this Deed, the Department may, at its absolute discretion, recover a pro-rata amount of the relevant Work for the Dole Fee from the Provider as a debt in accordance with clause 21, calculated by the Department based on the period of time from the commencement of the first Fully Eligible Participant in the Work for the Dole Place to the date of the end of the Work for the Dole Place.

124.4 Subject to clause 124.9 and any Guidelines, the Provider may only use Work for the Dole Fees or DES Work for the Dole Payments for a Work for the Dole Place:

- (a) to pay the costs of a Fully Eligible Participant or DES Participant in the relevant Work for the Dole Place;
- (b) to make a payment to the Activity Host Organisation, either directly or through the Lead Provider, which partially or fully offsets the costs of the Activity Host Organisation in hosting the Work for the Dole Place;
- (c) to pay Group Based Activity Overhead Costs, which may include the costs described in clause 124.4(b); and
- (d) otherwise as permitted by any Guidelines.

124.5 Where the Provider Sources a Work for the Dole Place itself, it must, in accordance with any Guidelines:

- (a) subject to clause 124.4, negotiate with the relevant Activity Host Organisation as to:
 - (i) if the Work for the Dole Place is claimed for a Fully Eligible Participant, the proportion of the Work for the Dole Fee that will be passed on to the Activity Host Organisation by the Lead Provider; or
 - (ii) if the Work for the Dole Place is claimed for a DES Participant:
 - (A) the proportion of any DES Work for the Dole Payment that will be passed on to the Activity Host Organisation by the Lead Provider; or

- (B) the amount of any fee to otherwise be paid directly by a DES Provider to the Activity Host Organisation; and
- (b) pass on the agreed proportion of the Work for the Dole Fee or the DES Work for the Dole Payment to the Activity Host Organisation, and keep appropriate Records of such expenditure,

unless the Provider provides the Work for the Dole Place itself, in which case it may retain the full amount of the Work for the Dole Fee, subject to any Guidelines.

124.6 Reserved.

Note 1: the Provider cannot renegotiate the cost of a Work for the Dole Place that has already been agreed between an Activity Host Organisation and an Employment Provider or NEST Provider, unless otherwise specified in any Guidelines.

Work for the Dole Fees for Group Based Activities

124.7 The Lead Provider for a Group Based Activity may claim a Work for the Dole Fee either by way of:

- (a) payment in advance for each Work for the Dole Place in the Group Based Activity, in accordance with clauses 124.9 to 124.13; or
- (b) payment by Reimbursement for each Work for the Dole Place in the Group Based Activity that was claimed for a Fully Eligible Participant, in accordance with clauses 124.14 to 124.15.

124.8 The Lead Provider for a Group Based Activity must, subject to any Guidelines:

- (a) negotiate the relevant Group Based Activity Budget for one or more of the purposes specified in clause 124.4 with:
 - (i) the Activity Host Organisation; and
 - (ii) where applicable, with the Employment Provider or NEST Provider that Sourced the Work for the Dole Place;
- (b) negotiate the relevant Activity Host Organisation Agreement with the Activity Host Organisation;
- (c) unless the Activity Host Organisation otherwise agrees, be the primary point of contact for the Activity Host Organisation;
- (d) subject to clause 124.5, discuss and agree with any other Employment Providers or NEST Providers that have claimed one or more Work for the Dole Places in the Group Based Activity:
 - (i) the proportion of the Work for the Dole Fees to be passed on to those Employment Providers or NEST Providers for one or more of the purposes specified in clause 124.4; and
 - (ii) the timeframe in which the Lead Provider will pass on that agreed proportion of the Work for the Dole Fees to those Employment Providers or NEST Providers;
- (e) provide the agreed proportion of the Work for the Dole Fees to the other Employment Providers or NEST Providers within the agreed timeframe; and
- (f) take any other action as specified in any Guidelines

Payment in advance to the Lead Provider

124.9 Subject to clause 124.10 and any Guidelines, if:

- (a) a Group Based Activity has been identified and approved in the Department's IT Systems; and
- (b) the Provider has:
 - (i) been identified as the Lead Provider for the Group Based Activity;
 - (ii) created a Group Based Activity Budget on the Department's IT Systems for that Group Based Activity in accordance with any Guidelines; and
 - (iii) entered the total cost of the Group Based Activity on the Department's IT Systems in accordance with any Guidelines,

the Provider may claim up to 80% of the Work for the Dole Fees (up to a maximum of \$80,000) in respect of the Work for the Dole Places in that Group Based Activity and do so up to 28 calendar days in advance of the start date of the Group Based Activity.

124.10 In addition to any other applicable requirements in any Guidelines, if the Provider makes a claim pursuant to clause 124.9, it must, in the following order:

- (a) acquit the total of all Work for the Dole Fees and DES Work for the Dole Payments (if any) for the Work for the Dole Places in the Group Based Activity, in accordance with clause 124.11; and
- (b) return to the Department any part of the Work for the Dole Fees:
 - (i) not spent in accordance with the Group Based Activity Budget; and
 - (ii) paid in advance by the Department for a Work for the Dole Place that was claimed by a DES Provider,

within 10 Business Days of submission of acquittal Report in accordance with clause 124.11.

124.11 For the purposes of clause 124.10(a), the Provider must submit an acquittal Report:

- (a) within 56 calendar days of completion, or cessation, of the relevant Group Based Activity;
- (b) which includes a statement from a properly authorised representative of the Provider showing the actual expenditure of Work for the Dole Fees and DES Work for the Dole Payments (if any) against the Group Based Activity Budget, and clearly identifying any Work for the Dole Fees required to be returned to the Department under clause 124.10(b); and
- (c) which is to the complete satisfaction of the Department.

124.12 Subject to this Deed and:

- (a) acceptance of the acquittal Report referred to in clause 124.11 by the Department; and
- (b) the Provider complying with clause 124.10(b),

the Provider may claim the balance of the Work for the Dole Fees payable in respect of the Work for the Dole Places in the relevant Group Based Activity.

124.13 If, at any time during the Term of this Deed, the Department determines, at its absolute discretion, that an amount of Work for the Dole Fees paid in advance for a Work for the Dole Place in a Group Based Activity:

- (a) has not been acquitted in accordance with this Deed; or
- (b) has not been returned to the Department in accordance with clause 124.10(b),

the Department may, at its absolute discretion, recover some or all of the relevant amount of the Work for the Dole Fees from the Provider as a debt in accordance with clause 21.

Payment by Reimbursement to the Lead Provider

- 124.14 Subject to this Deed, including this clause 124, if the Provider has been identified as the Lead Provider for a Group Based Activity, it may claim a Work for the Dole Fee, in respect of each Work for the Dole Place in that Group Based Activity claimed for a Fully Eligible Participant, as a Reimbursement for expenditure for one or more of the purposes specified in clause 124.4.
- 124.15 Each claim for Reimbursement made under clause 124.14 must be rendered by the Provider to the Department no later than 56 calendar days after the completion of the relevant Group Based Activity.

Work for the Dole Fees for Individual Hosted Activities - multiple Work for the Dole Places

- 124.16 The Lead Provider for an Individual Hosted Activity with multiple Work for the Dole Places must, subject to any Guidelines:
- (a) negotiate the relevant Activity Host Organisation Agreement with the Activity Host Organisation;
 - (b) unless the Activity Host Organisation otherwise agrees, be the primary point of contact for the Activity Host Organisation;
 - (c) subject to clause 124.5, discuss and agree with any other Employment Provider, NEST Provider or DES Provider that has claimed a Work for the Dole Place in that Individual Hosted Activity as to how and when the proportion of the Work for the Dole Fees or DES Work for the Dole Payments, as applicable, will be provided to the Lead Provider to pass on to the Activity Host Organisation;
 - (d) provide the agreed proportion of the Work for the Dole Fees and DES Work for the Dole Payments to the Activity Host Organisation within the agreed timeframe; and
 - (e) take any other action as specified in any Guidelines.
- 124.17 If the Provider is not the Lead Provider and claims a Work for the Dole Place in an Individual Hosted Activity with multiple Work for the Dole Places it must, in accordance with any Guidelines:
- (a) discuss and agree with the relevant Lead Provider as to how and when the proportion of the Work for the Dole Fees to be provided to:
 - (i) the Lead Provider, if the Lead Provider is providing the Individual Hosted Activity itself; or
 - (ii) the Activity Host Organisation, which will be provided to the Lead Provider to pass on to the Activity Host Organisation; and
 - (b) provide those funds to the Lead Provider within the agreed timeframe.

Assets purchased with Work for the Dole Fees

- 124.18 Subject to any contrary written direction by the Department, the Provider owns any Asset.
- 124.19 The Provider must, after purchasing an Asset:
- (a) use the Asset only for the purposes of Group Based Activities and in accordance with this Deed; and

- (b) retain that Asset, and:
 - (i) where appropriate in order to reduce the cost of subsequent Group Based Activities, continue to use that Asset in other Group Based Activities; or
 - (ii) where directed to do so by the Department, use that Asset in other Work for the Dole activities.

124.20 Throughout the Term of this Deed, the Provider must:

- (a) not encumber or Dispose of any Asset, or deal with or use any Asset other than in accordance with this clause 124, 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.

124.21 The Provider must develop an assets disposal plan for the continued use or Disposal of each Asset listed in the assets register required under clause 124.20(g), and comply with any Guidelines in relation to assets disposal plans.

124.22 The Provider must Dispose of each Asset:

- (a) at the Completion Date; or
- (b) with the Department's written approval, at a date prior to the Completion Date, in accordance with the assets disposal plan required under clause 124.21 and with the effect that neither the Provider, nor a Related Entity, obtains any material or commercial benefit from the Disposal or subsequent use of that Asset.

124.23 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 124 continues to apply to the reinstated Asset.

Audits of Work for the Dole

124.24 The Department may at any time appoint an auditor (to be paid for by the Department) to conduct an audit of any of the following:

- (a) the Provider's use of Work for the Dole Fees and/or DES Work for the Dole Payments;
 - (b) any Work for the Dole activity; or
 - (c) the Provider's assets register [clause 124.20(g)] and asset disposal plans [clause 124.21],
- and the Provider must assist the auditor to conduct the audit, including by providing access and assistance in accordance with clause 40.

124A Work for the Dole Place Fees

- 124A.1 Subject to this Deed, the Department will pay the Provider a Work for the Dole Place Fee, calculated in accordance with clauses 124A.2 and 124A.3, for each Work for the Dole Place that:
- (a) is Sourced by the Provider;
 - (b) is approved in the Department's IT Systems in accordance with this Deed; and
 - (c) has a Fully Eligible Participant or DES Participant commence in it.
- 124A.2 The Work for the Dole Place Fee payable to the Provider under clause 124A.1 is the amount specified in the applicable row in Table 2C of Annexure B2.
- 124A.3 If a Work for the Dole Place is for a period of more or less than six months, the Work for the Dole Place Fee payable to the Provider will be a pro-rata amount of the amount specified in the applicable row in Table 2C of Annexure B2, calculated on the basis of the duration of the Work for the Dole Place up to a maximum of 12 months.
- 124A.4 The Department will not pay the Provider, and the Provider must not claim, a Work for the Dole Place Fee for a Work for the Dole Place that:
- (a) the Provider has not Sourced itself; or
 - (b) the Department has directed, prior to the Work for the Dole Place being claimed and filled, not be used.
- 124A.5 Without limiting the Department's rights under clause 52, if a Work for the Dole Place in an Individual Hosted Activity ends prior to the anticipated end date registered on the Department's IT Systems, the Department may, at its absolute discretion, recover a pro-rata amount of the relevant Work for the Dole Place Fee from the Provider as a debt in accordance with clause 21, calculated by the Department based on the period of time from the commencement of the first Fully Eligible Participant in the relevant Work for the Dole Place to the date of the end of the Work for the Dole Place.

125. Outcome Payments

Note: Different rates of payment, as specified in Notice No. 15 issued to all Employment Providers on 11 June 2020 (and amended on 18 June 2020), apply under Table 1A and Table 1B of Annexure B2 during the period 12 June 2020 to 30 November 2020 inclusive, as compared to the rates of payment that apply at other times.

- 125.1 Subject to this Deed, the Department will pay the Provider the Outcome Payments in and below Table 1A or Table 1B of Annexure B2, as applicable, at the relevant rate of payment that applies at the time that the requirements for the relevant Outcome are satisfied, where:
- (a) for Education Outcomes:
 - (i) in the case of a Qualifying Education Course, a Stream Participant who was on the Provider's caseload on the date that they began the Qualifying Education Course; and
 - (ii) in the case of a Qualifying Training Course, a Stream Participant who is on the Provider's caseload,has satisfied the relevant requirement for an Education Outcome;
 - (b) for Employment Outcomes, excluding a Full Outcome under paragraph (f) of the definition of Full Outcome and a Partial Outcome under paragraph (f) of the definition of Partial Outcome, a Stream Participant who was on the Provider's caseload on the date that they began the relevant Job Seeker Placement, has satisfied:
 - (i) a 4 Week Period for an Employment Outcome;

- (ii) a 12 Week Period for an Employment Outcome; and
 - (iii) a 26 Week Period for an Employment Outcome, respectively;
- (c) for an Employment Outcome which satisfies paragraph (f) of the definition of Full Outcome, a Stream Participant who was on the Provider's caseload on the date of the Significant Increase in Income has satisfied:
 - (i) a 4 Week Period for an Employment Outcome;
 - (ii) a 12 Week Period for an Employment Outcome; and
 - (iii) a 26 Week Period for an Employment Outcome, respectively;
- (d) for an Employment Outcome which satisfies paragraph (f) of the definition of Partial Outcome, a Stream Participant who was on the Provider's caseload on the date of their NEIS Commencement, has satisfied:
 - (i) a 4 Week Period for an Employment Outcome; and
 - (ii) a 12 Week Period for an Employment Outcome, respectively;
- (e) for Full Outcomes, a Stream Participant (except a Transitioned Participant or a Stream Participant that has been transferred to the Provider for any reason):
 - (i) participates in Pre-existing Employment; and
 - (ii) a Significant Increase occurs in the Pre-existing Employment during the Stream Participant's Period of Registration;
- (f) subject to clause 125.1(g), for:
 - (i) Employment Outcomes, the Employment Outcome Start Date occurs; and
 - (ii) Education Outcomes based on a Qualifying Education Course, the Education Outcome Start Date occurs, on or after Commencement with the Provider;
- (g) for Employment Outcomes, the Employment Outcome Start Date, and for Education Outcomes, the Education Outcome Start Date, occurs on or after:
 - (i) subject to paragraph (ii) and clause 125.1(h), for Stream A Participants, completion of no less than three continuous months in Stream A; and
 - (ii) for Stream A Participants who are Transitioned Participants, completion of no less than three continuous months in employment services, including employment services received prior to 1 July 2015;
- (h) for Employment Outcomes for Stream A Participants who are Online Employment Services Participants, the Employment Outcome Start Date occurs on or after:
 - (i) 12 May 2021; and
 - (ii) completion of no less than three continuous months in:
 - (A) Online Employment Services; or
 - (B) a combination of Online Employment Services and Stream A,

provided that:

- (i) where the relevant Outcome Period ended on or before 4 May 2016, the Provider has rendered a Tax Invoice for the relevant Outcome Payment to the Department within 56 days of the end of the relevant Outcome Period and the Department accepts the Tax Invoice;
- (j) where the relevant Outcome Period ended on or after 5 May 2016 or any date otherwise specified by the Department, the Provider has rendered a Tax Invoice for the relevant Outcome Payment to the Department within 12 months of the Completion Date and the Department accepts the Tax Invoice;
- (k) data and/or Documentary Evidence is entered into the Department's IT Systems (either by Services Australia or, where relevant, by the Provider or a NEIS Provider) confirming:
 - (i) for Employment Outcomes, the Employment Outcome Start Date and the satisfaction of the requirements of an Employment Outcome; and
 - (ii) for Education Outcomes, the Education Outcome Start Date and the satisfaction of the requirements of an Education Outcome; and
- (l) the Provider has, when recording the relevant Vacancy in the Department's IT Systems, selected the Vacancy type as specified by any Guidelines.

125.2 Reserved.

Pay Slip Verified Outcome Payments

125.3 Where the Provider considers that:

- (a) all requirements for payment of an Outcome Payment for an Employment Outcome under clause 125.1(b), or for an HTS jobactive Outcome under clause 125.15, have been met; but

- (b) the data in the Department's IT Systems provided to the Department by Services Australia does not correctly record or reflect the details of that Employment Outcome,

the Provider may claim a Pay Slip Verified Outcome Payment from the Department if:

- (c) the Employment Outcome Start Date for the Employment Outcome, or the HTS jobactive Outcome Start Date for the HTS jobactive Outcome, is entered on the Department's IT Systems in accordance with any Guidelines;
- (d) where the relevant Outcome Period ended on or before 4 May 2016, the Provider has rendered a Tax Invoice for the Pay Slip Verified Outcome Payment to the Department within 56 days of the end of the relevant Outcome Period and the Department accepts the Tax Invoice;
- (e) where the relevant Outcome Period ended on or after 5 May 2016 or any date otherwise specified by the Department, the Provider has rendered a Tax Invoice for the Pay Slip Verified Outcome Payment to the Department within 12 months of the Completion Date and the Department accepts the Tax Invoice; and
- (f) the Provider:
 - (i) holds and submits any Documentary Evidence as specified under clauses 15.4(d) and 16.2(a); and
 - (ii) complies with any procedural requirements specified in any Guidelines, at the time it makes the claim.

Placement in a Vacancy by another Employment Provider or NEST Provider

- 125.4 For the avoidance of doubt and subject to clauses 125.1 and 125.3, where a Stream Participant:
- (a) is placed in a Vacancy by an Employment Provider other than the Provider or a NEST Provider, but the relevant Stream Participant was Commenced with the Provider; and
 - (b) all requirements of clause 125.1 are met,
- the Provider may claim and the Department will pay the applicable Outcome Payment.

Limits on Outcome Payments

- 125.5 The Department will not pay the Provider, and the Provider must not claim, an Outcome Payment under clauses 125.1 or 125.3:
- (a) on a pro rata basis;
 - (b) in relation to a Non-Payable Outcome;
 - (c) for a 26 Week Period for a Partial Outcome;
 - (d) for a Full Outcome which satisfies paragraph (a) or (f) of the definition of Full Outcome and for a Partial Outcome which satisfies paragraph (a) of the definition of Partial Outcome, where:
 - (i) the Stream Participant is placed into Employment; and
 - (ii) the Stream Participant ceases to receive the relevant Income Support Payment due to reasons other than participating in that Employment, including as specified in any Guidelines;
 - (e) in relation to a Full Outcome Conversion, unless all the requirements of the definition of Full Outcome Conversion are satisfied;
 - (f) except as otherwise provided for in any Guidelines, if the Outcome Period for the Outcome overlaps with the Outcome Period for another Outcome that has already been claimed in relation to the same Stream Participant by any Employment Provider, including the Provider, or a NEST Provider;
 - (g) where the relevant Employment Outcome Start Date or Education Outcome Start Date occurs after the Extended Service Period end date, except where the relevant Job Seeker Placement Start Date is before the Completion Date; and
 - (h) in any other circumstances specified in any Guidelines.
- 125.6 The Provider must not claim, and the Department will not pay, more than a maximum of four Outcome Payments for:
- (a) a 4 Week Period for an Employment Outcome; and/or
 - (b) an HTS 4 Week jobactive Outcome,
- for any single Stream Participant over any one 12 month period.
- 125.7 The Provider acknowledges that if a Stream Participant moves from a Complementary Service into an employment, education or training related activity that satisfies the requirements for an Employment Outcome or an Education Outcome, the Provider may only claim, and the Department will only pay, an amount equal to the difference between:
- (a) the Outcome Payment payable under this Deed in relation to the employment, education or training related activity; and

- (b) the fee, if any, paid by the Commonwealth to the provider of the Complementary Service.

PaTH Internship Outcome Payments payable to the Provider

- 125.8 Subject to this Deed, the Department will pay the Provider an Outcome Payment specified in Table 1C or Table 1D in Annexure B2 for a PaTH Internship Outcome, provided that:
- (a) a PaTH Intern who is on the Provider's caseload has satisfied the relevant requirements for a PaTH Internship Outcome; or
 - (b) a PaTH Intern who was on the Provider's caseload at the time they commenced the PaTH Internship subsequently satisfies the relevant requirements for a PaTH Internship Outcome on or after the Completion Date; and
 - (c) the Provider has rendered a Tax Invoice for the relevant Outcome Payment to the Department within 12 months of the Completion Date and the Department accepts the Tax Invoice; and
 - (d) the Provider has complied with any relevant procedural requirements as specified in any Guidelines.

Limits on PaTH Internship Outcome Payments

- 125.9 The Department will not pay the Provider, and the Provider must not claim, an Outcome Payment under clause 125.8:
- (a) on a pro rata basis;
 - (b) where the Provider is in breach of any of clauses 109A.1, 109A.2 or 109A.3;
 - (c) where the relevant PaTH Internship Start Date occurs outside of the Participant's Period of Registration or after the Extended Service Period end date; or
 - (d) in any other circumstances specified in any Guidelines.

Provider Seasonal Work Incentive Payments

- 125.10 Subject to this Deed, the Department will pay the Provider a Provider Seasonal Work Incentive Payment where:
- (a) a QSHW Eligible Stream Participant who was on the Provider's caseload on the date that they began the relevant QSHW Placement, has satisfied the relevant requirements for a QSHW Outcome before 1 July 2020;
 - (b) the Provider has, when recording the relevant QSHW Vacancy in the Department's IT Systems, selected the Vacancy type 'Qualifying Seasonal Horticultural Work';
 - (c) the Provider has recorded the QSHW Placement Start Date in the Department's IT Systems within 56 days after the QSHW Placement Start Date;
 - (d) the Provider has rendered a Tax Invoice for the relevant Provider Seasonal Work Incentive Payment to the Department before 1 July 2021 or, if this Deed is terminated before 31 March 2021, within 3 months of the date of termination and the Department accepts the Tax Invoice;
 - (e) the Provider has retained Documentary Evidence confirming the relevant QSHW Placement Start Date and the satisfaction of the requirements of a QSHW Outcome; and
 - (f) the QSHW Placement Start Date was before 23 June 2020.

- 125.11 For the avoidance of doubt and subject to clause 125.10, the Provider may claim, and the Department will pay, the applicable Provider Seasonal Work Incentive Payment where a Stream Participant on the Provider's caseload is placed in a QSHW Vacancy by any Employment Provider, provided that all requirements of clause 125.10 are met.
- 125.12 The Department will not pay the Provider, and the Provider must not claim, a Provider Seasonal Work Incentive Payment under clause 125.10:
- (a) more than 6 times in relation to a single QSHW Placement;
 - (b) on a pro rata basis;
 - (c) in relation to a Non-Payable Outcome;
 - (d) except as otherwise provided for in any Guidelines, if the Outcome Period for the QSHW Outcome overlaps with the Outcome Period for any other Outcome that has already been claimed in relation to the same Stream Participant by any Employment Provider, including the Provider;
 - (e) where the Department has Notified the Provider that the cap for the Seasonal Work Incentives for Job Seekers Trial has been reached and no further Provider Seasonal Work Incentive Payments may be claimed; or
 - (f) in any other circumstances specified in any Guidelines.

NWEP Completion Outcome Payments payable to the Provider

- 125.13 Subject to this Deed, the Department will pay the Provider an Outcome Payment specified in Table 1E in Annexure B2 for an NWEP Completion Outcome, provided that:
- (a) a Stream Participant:
 - (i) who is on the Provider's caseload has satisfied the relevant requirements for an NWEP Completion Outcome; or
 - (ii) who was on the Provider's caseload at the time they commenced the NWEP Placement subsequently satisfies the relevant requirements for an NWEP Completion Outcome on or after the Completion Date; and
 - (b) the Provider has rendered a Tax Invoice for the relevant Outcome Payment to the Department within 12 months of the Completion Date and the Department accepts the Tax Invoice; and
 - (c) the Provider has complied with any relevant procedural requirements as specified in any Guidelines.

Limits on NWEP Completion Outcome Payments

- 125.14 The Department will not pay the Provider, and the Provider must not claim, an Outcome Payment for an NWEP Placement under clause 125.13:
- (a) on a pro rata basis;
 - (b) where the Provider is in breach of clause 109;
 - (c) where the Stream Participant commences in the relevant NWEP Placement outside of the Participant's Period of Registration or after the Extended Service Period end date; or
 - (d) in any other circumstances specified in any Guidelines.

HTS jobactive Outcome Payments

- 125.15 Subject to this Deed, the Provider may claim and the Department will pay the Provider an Outcome Payment, as specified in Table 1F [HTS JOBACTIVE OUTCOME PAYMENTS IN NON-REGIONAL LOCATIONS] or Table 1G [HTS JOBACTIVE OUTCOME PAYMENTS IN REGIONAL LOCATIONS] in Annexure B2 - PAYMENTS, where a Harvest Worker who is on the Provider's caseload has satisfied the requirements for an HTS jobactive Outcome, provided that:
- (a) data and/or Documentary Evidence is entered into the Department's IT Systems (either by Services Australia or, where relevant, by the Provider or the HTS Provider) confirming the HTS jobactive Outcome Start Date and the satisfaction of the requirements of an HTS jobactive Outcome;
 - (b) the Harvest Worker was in receipt of an Income Support Payment on the HTS jobactive Outcome Start Date;
 - (c) the Provider has rendered a Tax Invoice for the HTS jobactive Outcome Payment to the Department within 12 months of the Completion Date and the Department accepts the Tax Invoice; and
 - (d) the Provider has complied with any relevant procedural requirements as specified in any Guidelines.

Note: Where a Harvest Worker is the subject of a Harvest Placement and obtains ongoing Employment in the relevant position, the Provider may choose to claim either the relevant HTS jobactive Outcome or the relevant Employment Outcome once the requirements for that Outcome are met. If the Provider chooses to claim an HTS jobactive Outcome for the relevant Employment, the Provider will no longer be able to claim an Employment Outcome for it, and vice versa.

Limits on HTS jobactive Outcome Payments

- 125.16 The Department will not pay the Provider, and the Provider must not claim, an Outcome Payment under clause 125.15:
- (a) on a pro rata basis;
 - (b) where the Provider is in breach of clauses 109G.1 or 109G.2;
 - (c) in relation to a Non-Payable Outcome;
 - (d) where the relevant HTS jobactive Outcome Start Date occurs outside of the Harvest Worker's Period of Registration or after the Extended Service Period end date;
 - (e) except as otherwise provided for in any Guidelines, if the HTS jobactive Outcome Period for the HTS jobactive Outcome overlaps with the HTS jobactive Outcome Period for another HTS jobactive Outcome that has already been claimed in relation to the same Harvest Worker by any Employment Provider, including the Provider, or a NEST Provider;
 - (f) where the Provider is also the HTS Provider in relation to a relevant Harvest Worker, and the Provider has received an outcome payment in connection with the relevant Harvest Placement under the HTS Deed;
 - (g) where the Provider is prohibited from claiming the relevant Outcome Payment under clause 125.6; or
 - (h) in any other circumstances specified in any Guidelines.

126. Reserved

Annexure B1 – Transition in

Note: Table 1 below sets out how most Stream Participants in Streams 1 to 4 under the Employment Services Deed 2012-2015 (the JSA Deed) transition to Streams A to C under this Deed. The first column sets out the Stream that a Stream Participant was in under the JSA Deed. The second column sets out the phase, time in service, activities and status of a Stream Participant under JSA. The third column sets out the Stream (and phase in that Stream) into which a Stream Participant under JSA will be placed by the Department's IT Systems under jobactive, except where the Stream Participant is Exited by the Department's IT Systems. The fourth column sets out credits in the Employment Fund allocated for each such Transitioned Participant on their Commencement in accordance with clause 88.13. For example, a Fully Eligible Participant in Stream 1 (0-6 months' time in service) under JSA will be allocated by the Department's IT Systems, as at 1 July 2015, to the Self Service and Job Activity Phase under jobactive. On their Commencement, a \$50 credit will be allocated to the Provider in the Employment Fund in relation to them.

TABLE 1: TRANSITION OF STREAM PARTICIPANTS FROM JOB SERVICES AUSTRALIA INTO JOBACTIVE¹

Stream	Phase, time in service, activities and status in JSA ²	Stream, phase and status in jobactive	Employment Fund General Account transition credit
Stream 1 (Limited)		Exited, unless: <ul style="list-style-type: none"> • otherwise determined by the Department's IT Systems; or • they are eligible to participate as a Volunteer and expressly opt to do so, in which case they will be serviced as if they were in Stream A for a maximum of six months.³ 	50, where the person opts to participate as a Volunteer prior to 26 June 2015
Stream 1-4	Volunteer (Non-activity Tested)	Exited, unless: <ul style="list-style-type: none"> • otherwise determined by the Department's IT Systems; or • they are eligible to participate as a Volunteer and expressly opt to do so, in which case they will be serviced as if they were 	50, where the person opts to participate as a Volunteer prior to 26 June 2015

¹ Table 1 does not apply to Stream Participants who are Pre-release Prisoners, Early School Leavers, or subject to a Structural Adjustment Package. As a general rule, Pre-release Prisoners will transition to Self Service and Job Activity Phase if they are in Stream A or the Case Management Phase if they are in Streams B or C, and Early School Leavers and Stream Participants who are subject to a Structural Adjustment Package will transition (at a minimum) to Stream B. The specific Stream and phase in that Stream that these Stream Participants will transition to, will be determined by the Department's IT Systems.

² Unless specifically stated, the phase in JSA refers to all Stream Participants in that phase, regardless of age.

³ Disability Support Pension claimants who are subject to a program of support may apply to participate in full Services under Stream A, Stream

Stream	Phase, time in service, activities and status in JSA ²	Stream, phase and status in jobactive	Employment Fund General Account transition credit
		in Stream A for a maximum of six months. ⁴	
Stream 1	Stream Services 0-6 months (Stream Participants subject to the SPI measure)	Stream A – SPI Case Management Phase	50
	Stream Services 0-6 months	Stream A – Self Service and Job Activity Phase	50
	Stream Services 6-12 months	Stream A Work for the Dole Phase	50
	Work Experience Phase – in activity	Stream A Case Management Phase	50
	Work Experience Phase – not in activity	Stream A Work for the Dole Phase	50
	Compulsory Activity Phase	Stream A Work for the Dole Phase	50
Stream 2	Stream Services 0-6 months with a low to moderate JSCI score (Stream Participants subject to the SPI measure)	Stream A – SPI Case Management Phase	50
	Stream Services 0-6 months with moderate to high JSCI score (Stream Participants subject to the SPI measure)	Stream B – SPI Case Management Phase	300
	Stream Services 0-6 months with a low to moderate JSCI score	Stream A – Self Service and Job Activity Phase	50
	Stream Services 0-6 months with a moderate to high JSCI score	Stream B Case Management Phase	300

⁴ As above

Stream	Phase, time in service, activities and status in JSA ²	Stream, phase and status in jobactive	Employment Fund General Account transition credit
	Stream Services 6-12 months with a low to moderate JSCI score	Stream A Work for the Dole Phase	50
	Stream Services 6-12 months with a moderate to high JSCI score (except Stream Participants aged under 30)	Stream B Case Management Phase - 6 months of servicing after which time enter the Stream B Work for the Dole Phase	300
	Stream Services 6-12 months with a moderate to high JSCI score (Stream Participants aged under 30)	Stream B Work for the Dole Phase	150
	Work Experience Phase – in activity with a low to moderate JSCI score	Stream A Case Management Phase	50
	Work Experience Phase – in activity with a moderate to high JSCI score	Stream B Case Management Phase	300
	Work Experience Phase – not in activity with a low to moderate JSCI score	Stream A Work for the Dole Phase	50
	Work Experience Phase – not in activity with a moderate to high JSCI score	Stream B Work for the Dole Phase	150
	Compulsory Activity Phase with a low to moderate JSCI score	Stream A Work for the Dole Phase	50
	Compulsory Activity Phase with a moderate to high JSCI score	Stream B Work for the Dole Phase	150
Stream 3	Stream Services 0-6 months	Stream B Case Management Phase	300
	Stream Services 6-12 months	Stream B Case Management Phase - 6 months of servicing after which time enter the Stream B Work for the Dole Phase	300
	Work Experience Phase – in activity	Stream B Case Management Phase	300

Stream	Phase, time in service, activities and status in JSA ²	Stream, phase and status in jobactive	Employment Fund General Account transition credit
	Work Experience Phase – not in activity	Stream B Work for the Dole Phase	150
	Compulsory Activity Phase	Stream B Work for the Dole Phase	150
Stream 4	Stream Services 0-6 months	Stream C Case Management Phase	550
	Stream Services 6-18 months	Stream C Case Management Phase - 6 months of servicing after which time enter the Stream C Work for the Dole Phase	550
	Work Experience Phase – in activity	Stream C Case Management Phase	550
	Work Experience Phase – not in activity	Stream C Work for the Dole Phase	275
	Compulsory Activity Phase	Stream C Work for the Dole Phase	275

ANNEXURE B2 – PAYMENTS AND EMPLOYMENT FUND CREDITS

Outcome Payments

TABLE 1A OUTCOME PAYMENTS FOR STREAM PARTICIPANTS IN NON-REGIONAL LOCATIONS

Employment Outcomes	Duration of Employment satisfying the requirements of an Employment Outcome	Partial Outcome where the Participant's Period of Unemployment is less than 24 months inclusive	Full Outcome where the Participant's Period of Unemployment is less than 24 months inclusive	Partial Outcome where the Participant's Period of Unemployment is 24-59 months inclusive	Full Outcome where the Participant's Period of Unemployment is 24-59 months inclusive	Partial Outcome where the Participant's Period of Unemployment is 60 months inclusive plus	Full Outcome where the Participant's Period of Unemployment is 60 months inclusive plus
Stream A and Volunteers							
	4 Week Period	\$172.48	\$431.20	\$215.60	\$539.00	\$258.72	\$646.80
	12 Week Period	\$215.60	\$539.00	\$431.20	\$1,078.00	\$539.00	\$1,347.50
	26 Week Period	\$0	\$700.70	\$0	\$1,347.50	\$0	\$1,670.90
	Total	\$388.08	\$1,670.90	\$646.80	\$2,964.50	\$797.72	\$3,665.20
Stream B							
	4 Week Period	\$323.40	\$808.50	\$431.20	\$1,078.00	\$539.00	\$1,347.50
	12 Week Period	\$646.80	\$1,617.00	\$862.40	\$2,156.00	\$1,078.00	\$2,695.00
	26 Week Period	\$0	\$2,048.20	\$0	\$2,695.00	\$0	\$3,395.70
	Total	\$970.20	\$4,473.70	\$1,293.60	\$5,929.00	\$1,617.00	\$7,438.20
Stream C							
	4 Week Period	\$431.20	\$1,078.00	\$646.80	\$1,617.00	\$862.40	\$2,156.00
	12 Week Period	\$862.40	\$2,156.00	\$1,293.60	\$3,234.00	\$1,724.80	\$4,312.00
	26 Week Period	\$0	\$2,695.00	\$0	\$4,042.50	\$0	\$5,390.00
	Total	\$1,293.60	\$5,929.00	\$1,940.40	\$8,893.50	\$2,587.20	\$11,858.00

Education outcomes **\$1,078.00**

TABLE 1B – OUTCOME PAYMENTS FOR STREAM PARTICIPANTS IN REGIONAL LOCATIONS

Employment Outcomes	Duration of Employment satisfying the requirements of an Employment Outcome	Partial Outcome where the Participant's Period of Unemployment is less than 24 months inclusive	Full Outcome where the Participant's Period of Unemployment is less than 24 months inclusive	Partial Outcome where the Participant's Period of Unemployment is 24-59 months inclusive	Full Outcome where the Participant's Period of Unemployment is 24-59 months inclusive	Partial Outcome where the Participant's Period of Unemployment is 60 months inclusive plus	Full Outcome where the Participant's Period of Unemployment is 60 months inclusive plus
Stream A and Volunteers							
	4 Week Period	\$215.60	\$539.00	\$269.50	\$673.75	\$323.40	\$808.50
	12 Week Period	\$269.50	\$673.75	\$539.00	\$1,347.50	\$673.75	\$1,684.91
	26 Week Period	\$0	\$876.41	\$0	\$1,684.91	\$0	\$2,089.16
	Total	\$485.10	\$2,089.16	\$808.50	\$3,706.16	\$997.15	\$4,582.58
Stream B							
	4 Week Period	\$404.25	\$1,011.16	\$539.00	\$1,347.50	\$673.75	\$1,684.91
	12 Week Period	\$808.50	\$2,021.25	\$1,078.00	\$2,695.00	\$1,347.50	\$3,368.75
	26 Week Period	\$0	\$2,560.25	\$0	\$3,368.75	\$0	\$4,245.16
	Total	\$1,212.75	\$5,592.66	\$1,617.00	\$7,411.25	\$2,021.25	\$9,298.83
Stream C							
	4 Week Period	\$539.00	\$1,347.50	\$808.50	\$2,021.25	\$1,078.00	\$2,695.00
	12 Week Period	\$1,078.00	\$2,695.00	\$1,617.00	\$4,042.50	\$2,156.00	\$5,390.00
	26 Week Period	\$0	\$3,368.75	\$0	\$5,053.66	\$0	\$6,737.50
	Total	\$1,617.00	\$7,411.25	\$2,425.50	\$11,117.41	\$3,234.00	\$14,822.50

Educational Outcomes \$1,347.50

Note 1: Employment Providers providing Services to Stream Participants who live in Regional Locations are entitled to claim an Outcome Payment with a regional loading as set out in Table 1B.

Note 2: The amount of the Outcome Payment payable to the Provider is determined by:

- (a) the Stream Participant's Period of Unemployment;
- (b) the Stream that the Stream Participant was in on the Job Seeker Placement Start Date; and
- (c) whether the Stream Participant has satisfied the requirements for a Full Outcome or a Partial Outcome.

Note 3: The amounts of the Outcome Payments in Tables 1A and 1B reflect the 7.8% increase applied from 1 January 2018 for all Employment Outcomes and Education Outcomes where the relevant Outcome Period ended on or after 1 January 2018.

Note 4: Different rates of payment, as specified in Notice No. 15 issued to all Employment Providers on 11 June 2020 (and amended on 18 June 2020), apply under Table 1A and Table 1B of Annexure B2 during the period 12 June 2020 to 30 November 2020 inclusive, as compared to the rates of payment that apply at other times.

TABLE 1C – PATH INTERNSHIPS: OUTCOME PAYMENTS FOR PATH INTERNS IN NON-REGIONAL LOCATIONS

Path Intern type	Period of Unemployment (less than 24 months inclusive)	Period of Unemployment (24-59 months inclusive)	Period of Unemployment (60 months inclusive plus)
Stream A	\$431.20	\$539.00	\$646.80
Stream B	\$808.50	\$1,078.00	\$1,347.50
Stream C	\$1,078.00	\$1,617.00	\$2,156.00

TABLE 1D – PATH INTERNSHIPS: OUTCOME PAYMENTS FOR PATH INTERNS IN REGIONAL LOCATIONS

Path Intern type	Period of Unemployment (less than 24 months inclusive)	Period of Unemployment (24-59 months inclusive)	Period of Unemployment (60 months inclusive plus)
Stream A	\$539.00	\$673.75	\$808.50
Stream B	\$1,011.16	\$1,347.50	\$1,684.91
Stream C	\$1,347.50	\$2,021.25	\$2,695.00

Note 1: Employment Providers providing Services to Path Interns who live in Regional Locations are entitled to claim an Outcome Payment for PaTH Internship Outcomes with a regional loading as set out in Table 1D.

Note 2: The amount of the Outcome Payment payable to the Provider is determined by:

- (a) the Path Intern's Period of Unemployment; and
- (b) the Stream that the Path Intern was in on the date that the relevant PaTH Internship Agreement was created in the Department's IT Systems.

Note 3: The amounts of the Outcome Payments for the PaTH Interns in Tables 1C and 1D reflect the 7.8% increase applied from 1 January 2018 for all PaTH Internship Outcomes where the relevant Outcome Period ended on or after 1 January 2018.

TABLE 1E – NWEPLACEMENTS: NWEPLACEMENT COMPLETION OUTCOME PAYMENTS

NWEPLACEMENT Completion Outcome	Fee
	\$400

TABLE 1F – HTS JOBACTIVE OUTCOME PAYMENTS IN NON-REGIONAL LOCATIONS

	HTS jobactive Outcome type	Payment where the Stream Participant's Period of Unemployment is less than 24 months inclusive	Payment where the Stream Participant's Period of Unemployment is 24-59 months inclusive	Payment where the Stream Participant's Period of Unemployment is 60 months inclusive plus
Stream A and Volunteers				

	HTS jobactive Outcome type	Payment where the Stream Participant's Period of Unemployment is less than 24 months inclusive	Payment where the Stream Participant's Period of Unemployment is 24-59 months inclusive	Payment where the Stream Participant's Period of Unemployment is 60 months inclusive plus
	HTS 4 Week jobactive Outcome	\$431.20	\$539.00	\$646.80
	HTS 12 Week jobactive Outcome	\$539.00	\$1,078.00	\$1,347.50
	HTS 26 Week jobactive Outcome	\$700.70	\$1,347.50	\$1,670.90
	TOTAL	\$1,670.90	\$2,964.50	\$3,665.20
Stream B				
	HTS 4 Week jobactive Outcome	\$808.50	\$1,078.00	\$1,347.50
	HTS 12 Week jobactive Outcome	\$1,617.00	\$2,156.00	\$2,695.00
	HTS 26 Week jobactive Outcome	\$2,048.20	\$2,695.00	\$3,395.70
	TOTAL	\$4,473.70	\$5,929.00	\$7,438.20
Stream C				
	HTS 4 Week jobactive Outcome	\$1,078.00	\$1,617.00	\$2,156.00
	HTS 12 Week jobactive Outcome	\$2,156.00	\$3,234.00	\$4,312.00
	HTS 26 Week jobactive Outcome	\$2,695.00	\$4,042.50	\$5,390.00
	TOTAL	\$5,929.00	\$8,893.50	\$11,858.00

TABLE 1G – HTS JOBACTIVE OUCOME PAYMENTS IN REGIONAL LOCATIONS

	HTS jobactive Outcome type	Payment where the Stream Participant's Period of Unemployment is less than 24 months inclusive	Payment where the Stream Participant's Period of Unemployment is 24-59 months inclusive	Payment where the Stream Participant's Period of Unemployment is 60 months inclusive plus
Stream A and Volunteers				
	HTS 4 Week jobactive Outcome	\$539.00	\$673.75	\$808.50

	HTS jobactive Outcome type	Payment where the Stream Participant's Period of Unemployment is less than 24 months inclusive	Payment where the Stream Participant's Period of Unemployment is 24-59 months inclusive	Payment where the Stream Participant's Period of Unemployment is 60 months inclusive plus
	HTS 12 Week jobactive Outcome	\$673.75	\$1,347.50	\$1,684.91
	HTS 26 Week jobactive Outcome	\$876.41	\$1,684.91	\$2,089.16
	TOTAL	\$2,089.16	\$3,706.16	\$4,582.58
Stream B				
	HTS 4 Week jobactive Outcome	\$1,011.16	\$1,347.50	\$1,684.91
	HTS 12 Week jobactive Outcome	\$2,021.25	\$2,695.00	\$3,368.75
	HTS 26 Week jobactive Outcome	\$2,560.25	\$3,368.75	\$4,245.16
	TOTAL	\$5,592.66	\$7,411.25	\$9,298.83
Stream C				
	HTS 4 Week jobactive Outcome	\$1,347.50	\$2,021.25	\$2,695.00
	HTS 12 Week jobactive Outcome	\$2,695.00	\$4,042.50	\$5,390.00
	HTS 26 Week jobactive Outcome	\$3,368.75	\$5,053.66	\$6,737.50
	TOTAL	\$7,411.25	\$11,117.41	\$14,822.50

Note 1: Employment Providers providing Services to Stream Participants who live in Regional Locations are entitled to claim a n HTS jobactive Outcome Payment with a regional loading as set out in Table 1G.

Note 2: The amount of the HTS jobactive Outcome Payment payable to the Provider is determined by:

- (a) the Stream Participant's Period of Unemployment;
- (b) the Stream that the Stream Participant was in on the HTS jobactive Outcome Start Date; and
- (c) whether the Stream Participant has satisfied the requirements for an HTS 4 Week jobactive Outcome, HTS 12 Week jobactive Outcome or HTS 26 Week jobactive Outcome.

ADMINISTRATION FEES AND WORK FOR THE DOLE FEES

TABLE 2A – ADMINISTRATION FEES

	(1) Fee	(2) Fee with regional loading
SPI Participants	\$377.30	\$472.16
All other Stream Participants	\$269.50	\$337.41

Note 1: In accordance with clause 75, Volunteers will receive a maximum of six months of Employment Provider Services including from any other Employment Provider and the Provider will be entitled to an Administration Fee in respect of its servicing of any Volunteer during that six months of service.

Note 2: In accordance with clause 123.1(c)(ii), the Provider is entitled to an Administration Fee with a regional loading for providing Services to Stream Participants in Regional Locations.

Note 3: The amounts of the Administration Fees in Table 2A reflect the 7.8% increase applied following 1 January 2018.

Note 4: Different rates of payment, as specified in Notice No. 15 issued to all Employment Providers on 11 June 2020 (and amended on 18 June 2020), apply under Table 2A at Annexure B2 during the period 12 June 2020 to 30 November 2020 inclusive, as compared to the rates of payment that apply at other times.

TABLE 2B – WORK FOR THE DOLE FEES

Place	Fee
Six month Work for the Dole Place in an Individual Hosted Activity	\$1,000
Six month Work for the Dole Place in Group Based Activity	Up to \$3500

Note 1: Where a Work for the Dole Place is for more or less than six months in duration or the date on which the relevant Fully Eligible Participant commences in the place is after the start date of the relevant Work for the Dole activity, the applicable Work for the Dole Fee will be pro-rated in accordance with any Guidelines.

TABLE 2C - WORK FOR THE DOLE PLACE FEES

Place	Fee (GST excl)
Six month Work for the Dole Place in an Individual Hosted Activity or Group Based Activity in a Non-regional Location	\$100
Six month Work for the Dole Place in an Individual Hosted Activity or Group Based Activity in a Regional Location	\$125

Note 1: If the duration of a Work for the Dole Place (calculated in accordance with any Guidelines) is for more or less than six months in duration, the applicable Work for the Dole Place Fee will be pro-rated in accordance with clause 124A.3

Employment Fund

TABLE 3 - GENERAL ACCOUNT CREDITS

Stream	General Account credit (paid once only)	When credited
Stream A	\$375	After 13 weeks of Period of Service, except for Volunteers (who attract the credit on Commencement in the Stream)

Stream B	\$1,100	On Commencement in the Stream
Stream C	\$1,600	On Commencement in the Stream

Note: In addition to Table 3, where a Stream Participant is identified as subject to a Structural Adjustment Package, the Employment Fund will be credited in accordance with any Guidelines.

Employment Regions and Regional Loading

Table 4 of this Annexure B2 is merely indicative of the locations that do and do not attract a regional loading, and to the extent of any inconsistency between this table and the Department's IT Systems with respect to relevant locations, the Department's IT Systems prevails.

TABLE 4—EMPLOYMENT REGIONS AND REGIONAL LOADING

Employment Region		No Regional loading	Regional loading
New South Wales	Capital Region	yes	no
	Central West	no	yes
	Far West Orana (includes Broken Hill)	no	yes
	Hunter	yes	no
	Illawarra South Coast	yes (except South from Kiama)	South from Kiama
	Murray Riverina	no	yes
	New England and North West	no	yes
	North Coast (excludes Norfolk Island)	no	yes
	Sydney East Metro	yes	no
	Sydney Greater West	yes	no
	Sydney North and West	yes	no
	Sydney South West	yes	no
Victoria	Ballarat	no	yes
	Barwon	yes	no
	Bendigo	no	yes
	Gippsland	no	yes
	Goulburn/Murray	no	yes
	Inner Metropolitan Melbourne	yes	no
	North Eastern Melbourne	yes	no
	North Western Melbourne	yes	no
	South Coast of Victoria	no	yes
	South Eastern Melbourne and Peninsula	yes	no
	Western Melbourne	yes	no
	Wimmera Mallee	no	yes
Queensland	Brisbane South East	yes	no
	Cairns	no	yes
	Darling Downs	no	yes

Employment Region		No Regional loading	Regional loading
	Fitzroy	no	yes
	Gold Coast	yes	no
	Mackay	no	yes
	Somerset	yes	no
	Townsville (includes Mt Isa)	no	yes
	Wide Bay and Sunshine Coast	no	yes
	Wivenhoe	yes	no
South Australia	Adelaide North	yes	no
	Mid North SA	no	yes
	Murray and South East	no	yes
	North West Country SA	no	yes
Western Australia	Broome	no	yes
	Esperance	no	yes
	Geraldton	no	yes
	Great Southern—Wheatbelt	no	yes
	Kalgoorlie	no	yes
	Perth—North	yes	no
	Perth—South	yes	no
	South West WA	no	yes
Tasmania	Hobart and Southern Tasmania	no	yes
	North and North Western Tasmania	no	yes
Northern Territory	Darwin (includes Alice Springs)	yes (except Alice Springs)	Alice Springs

ANNEXURE B3 – SERVICE GUARANTEES

Employment Services Guarantee

This Employment Services Guarantee reflects the Australian Government's expectations of employment providers. It sets out the minimum level of service each job seeker can expect to receive, as well as the requirements they need to meet while looking for employment.

The Australian Government provides a range of services to help people looking for work. The Government delivers jobactive through a national network of providers, and people who need assistance to find work can access a range of help that's based on their individual needs. The main objective of jobactive is to promote stronger workforce participation and help more job seekers move from welfare to work.

What you can expect from your provider

Your provider will:

- work with you to develop your Job Plan. This sets out the services you will receive and the minimum requirements you need to meet while you are on activity tested income support
- identify your strengths and any challenges you face to increase your job readiness
- refer you to suitable jobs
- match you to a suitable Work for the Dole placement (where appropriate)
- reassess your needs if your circumstances change
- help you with wage subsidies or relocation assistance (where appropriate)
- keep in contact with you and your employer once you have started a job
- provide the services that are set out in their Service Delivery Plan
- treat you fairly and with respect in a culturally sensitive way.

What is expected of you

There are some things you need to do, including:

- do everything you have agreed to do in your Job Plan
- accept any suitable job
- make every effort to get and keep a job
- do the required number of job searches in your Job Plan
- meet your annual activity requirements—such as taking part in Work for the Dole—as outlined in your Job Plan

- meet your six month activity requirement through the activity outlined in your Job Plan
- contact your provider as soon as possible if you are unable to attend an appointment or do an activity
- notify your provider of any changes in your circumstances.

If you fail to do any of the above it could affect your income support payments.

Your personal information is confidential

Your personal information is protected by law, including the *Privacy Act 1988*. Your provider will only tell employers things about you that relate to job opportunities or, with your permission, your employment with them.

Your provider may also share information with other government agencies if they need to, to make sure you are getting the right level of support. These agencies may contact your employer to check that the information they have is correct.

You can ask to get access to any information your provider holds about you, and have it corrected if needed.

Compliments, suggestions or complaints

Your views about the service you receive are important. The Department of Education, Skills and Employment and your provider value any feedback you may have.

If you don't think you are receiving the right help and would like to make a complaint, please talk to your provider first. Your provider will offer a feedback process which is fair and will try to resolve your concerns.

If you feel you can't talk to your provider, or you are still not happy, you can contact the

Department of Education, Skills and

Employment's National Customer Service Line on 1800 805 260 (free call from land lines) or email nationalcustomerserviceline@dese.gov.au.

If you have suggestions to improve the service that you are getting or would like to make a compliment about the help you have received, please let your provider know or call the National Customer Service Line.

If you have any concerns about your income support payments, you should contact Services Australia (<https://www.servicesaustralia.gov.au>).

EMPLOYMENT SERVICES GUARANTEE

For Volunteers

This Employment Services Guarantee reflects the Australian Government's expectations of employment providers. It sets out the minimum level of service each job seeker can expect to receive.

The Australian Government provides a range of services to help people looking for work. The Government delivers jobactive through a national network of providers, and people who need assistance to find work can access a range of help that's based on their individual needs. The main objective of jobactive is to promote stronger workforce participation and help more job seekers move from welfare to work.

What you can expect from your provider

Your provider will:

- help you build your résumé
- provide advice on job opportunities in your area
- help you understand the skills local employers need
- refer you to jobs
- provide the services that are set out in their Service Delivery Plan
- treat you fairly and with respect
- provide services in a culturally sensitive way.

As a volunteer job seeker you will get up to six months of assistance, and you need to actively participate in order to stay registered. You should make sure you let your provider know if your circumstances change, as it may mean you are eligible for more assistance.

Your personal information is confidential

Your personal information is protected by law, including the *Privacy Act 1988*. Your provider will only tell employers things about you that relate to job opportunities or, with your permission, your employment with them.

Your provider may also share information with other government agencies if they need to, to make sure you are getting the right level of support. These agencies may contact your employer to check that the information they have is correct.

You can ask to get access to any information your provider holds about you, and have it corrected if needed.

Compliments, suggestions or complaints

Your views about the service you receive are important. The Department of Education, Skills and Employment and your provider value any feedback you may have.

If you don't think you are receiving the right help and would like to make a complaint, please talk to your provider first. Your provider will offer a feedback process which is fair and will try to resolve your concerns.

If you feel you can't talk to your provider, or you are still not happy, you can contact the Department of Education, Skills and Employment's National Customer Service Line on 1800 805 260 (free call from land lines) or email nationalcustomerservice@dese.gov.au.

If you have suggestions to improve the service you are getting or would like to make a compliment about the help you have received, please let your provider know or call the National Customer Service Line.

If you have any concerns about your income support payments, you should contact Services Australia (<https://www.servicesaustralia.gov.au>).

PART C - NEW ENTERPRISE INCENTIVE SCHEME SERVICES

CHAPTER C1 – NEIS SERVICES

127. General

- 127.1 The NEIS Provider must deliver NEIS Services in accordance with Part C of this Deed including any Guidelines, and the Provider's tender response to the request for tender for this Deed.
- 127.2 Subject to this clause 127, the NEIS Provider must, unless otherwise agreed to by the Department in writing, only deliver NEIS Services to persons:
- (a) who propose to conduct a business for which they will receive NEIS Assistance, if:
 - (i) the proposed business is to be conducted from a business address within an Employment Region set out in item 7.1 of Schedule 1; and
 - (ii) if the NEIS Provider has sufficient NEIS Places available in the relevant Financial Year; or
 - (b) who do not propose to conduct a business for which they will receive NEIS Assistance, if the person proposes to attend a Workshop within an Employment Region set out in item 7.1 of Schedule 1.
- 127.3 If the conditions under clause 127.2(a) or (b) are not met, the NEIS Provider must:
- (a) advise the Other Provider (where relevant) and the person that the NEIS Provider is unable to deliver NEIS Services to the person; and
 - (b) refer the person back to their Other Provider (where relevant).

Assessing eligibility for NEIS Services and suitability for a Workshop

- 127.4 The NEIS Provider must, in accordance with any Guidelines, assess whether any person Referred to it through the Department's IT Systems or who otherwise presents to the NEIS Provider is NEIS Eligible.
- 127.5 Where:
- (a) the NEIS Provider assesses that a person is:
 - (i) NEIS Eligible; and
 - (ii) suitable to participate in a Workshop and/or undertake NEIS Training; and
 - (b) the person has agreed to attend to a Workshop and/or undertake NEIS Training, the NEIS Provider must, in accordance with any Guidelines:
 - (c) if the person is currently registered in the Department's IT Systems, advise the relevant Other Provider:
 - (i) of the NEIS Provider's abovementioned assessment;
 - (ii) that the NEIS Provider will start delivering NEIS Services to the person as a NEIS Prospective Participant and the relevant start date;
 - (iii) if the person will be referred to a Workshop, the name of the relevant Workshop Provider and the proposed Workshop date; and
 - (iv) to update the person's Job Plan accordingly;

- (d) if the person is not currently registered in the Department's IT Systems, Directly Register them;
- (e) ensure that a Referral to the NEIS Provider is recorded in the Department's IT Systems; and
- (f) start delivering NEIS Services to the person as a NEIS Prospective Participant in accordance with clause 128.

127.6 Where the NEIS Provider assesses a person as:

- (a) not NEIS Eligible; or
- (b) NEIS Eligible, but not suitable to participate in a Workshop and/or undertake NEIS Training,

the NEIS Provider must, in accordance with any Guidelines:

- (c) advise the Other Provider (where relevant) and the person of this assessment and that the NEIS Provider is unable to deliver NEIS Services to the person; and
- (d) refer the person back to their Other Provider (where relevant).

128. NEIS Services for NEIS Prospective Participants

Workshops & NEIS Training

128.1 The NEIS Provider must arrange for each NEIS Prospective Participant to:

- (a) participate in a Workshop; and/or
- (b) undertake NEIS Training, and develop a NEIS Business Plan in accordance with clauses 128.2 to 128.6 and any Guidelines.

128.1A If the NEIS Provider assesses that the NEIS Prospective Participant is not participating appropriately in a Workshop or NEIS Training, the NEIS Provider must, in accordance with any Guidelines:

- (a) advise the Other Provider (where relevant) and the NEIS Prospective Participant of this assessment and that the NEIS Provider is unable to deliver a Workshop or NEIS Training to the NEIS Prospective Participant; and
- (b) refer the NEIS Prospective Participant back to their Other Provider (where relevant).

NEIS Business Plans

128.2 The NEIS Provider must arrange and provide business advice and counselling to each NEIS Prospective Participant to assist the NEIS Prospective Participant to develop a NEIS Business Plan that satisfies the NEIS Business Eligibility Criteria.

128.3 The NEIS Provider must, in accordance with any Guidelines, assess each NEIS Prospective Participant's NEIS Business Plan against the NEIS Business Eligibility Criteria, and approve or reject each NEIS Business Plan.

128.4 Where the NEIS Provider has concerns about whether to approve or reject a NEIS Business Plan, the NEIS Provider may seek advice from the Department.

128.5 Where the NEIS Provider decides to reject a NEIS Business Plan in accordance with clause 128.3, unless otherwise set out in any Guidelines, the Provider must, within ten Business Days of the decision and in accordance with any Guidelines, advise the NEIS Prospective Participant in writing:

- (a) of the decision and the reasons for the decision; and
- (b) of his or her right to have the decision reviewed by the Department.

128.6 Subject to clause 127.2, where the NEIS Provider decides to approve the NEIS Prospective Participant's NEIS Business Plan, the Provider must:

- (a) advise the NEIS Prospective Participant in writing of the approval within five Business Days of the decision;
- (b) explain to the NEIS Prospective Participant their obligations while receiving NEIS Assistance and any NEIS Services the NEIS Provider will provide;
- (c) advise the NEIS Prospective Participant to carefully read and understand all the terms of his or her NEIS Participant Agreement;
- (d) advise the Other Provider (where relevant) prior to the NEIS Prospective Participant's NEIS Commencement, that the NEIS Prospective Participant's Job Plan should be updated, to reflect the NEIS Prospective Participant's NEIS Commencement, when this occurs; and
- (e) commence providing relevant NEIS Services to them as a NEIS Participant from the date of their NEIS Commencement.

Note: Clauses 128.2 to 128.6 only apply to NEIS Prospective Participants who will undertake NEIS Training and develop a NEIS Business Plan in accordance with clause 128.1(b).

129. NEIS Services for NEIS Participants

Duration

129.1 Unless otherwise directed by the Department, the NEIS Provider must provide relevant NEIS Services to each NEIS Participant for the full period of the NEIS Assistance provided under their NEIS Participant Agreement, notwithstanding the expiration of this Deed.

Advising Services Australia and Other Providers

129.2 The NEIS Provider must ensure that Services Australia and, if the NEIS Participant is registered with an Other Provider, the Other Provider, have been advised within five Business Days of each NEIS Commencement, that the relevant NEIS Participant has commenced NEIS Assistance and whether the NEIS Participant is receiving NEIS Allowance.

NEIS Business Mentoring

129.3 The NEIS Provider must, in accordance with any Guidelines, and the Provider's tender response to the request for tender for this Deed provide NEIS Business Mentoring for each NEIS Participant:

- (a) to assist them in establishing and running a viable NEIS Business; and
- (b) which includes at least five face to face visits by the NEIS Provider during the period of his or her NEIS Participant Agreement, in the manner and at the times and locations set out in any Guidelines.

129.4 Where a NEIS Participant refuses to accept or otherwise participate in NEIS Business Mentoring, the NEIS Provider must advise the Department in writing within five Business Days of the occurrence.

129.5 The NEIS Provider must provide the Department with NEIS Business Mentoring Reports, as required by the Department, and as specified in any Guidelines.

Contacting the NEIS Participant

129.6 The NEIS Provider must:

- (a) contact each NEIS Participant at least monthly during the period of his or her NEIS Participant Agreement;
- (b) in the event of a failure to contact a NEIS Participant, Notify the Department of the event through the Department's IT Systems within five Business Days; and
- (c) at each monthly contact:
 - (i) check if the NEIS Participant is operating his or her NEIS Business in accordance with the NEIS Business Plan, including that the NEIS Participant is maintaining current and appropriate insurance for his or her NEIS Business;
 - (ii) offer and provide any business advice and counselling to assist the NEIS Participant in operating his or her NEIS Business; and
 - (iii) collect NEIS Financial Information and NEIS Income Statements, where relevant, for the purposes of satisfying clause 129.7.

Collection of NEIS Financial Information and NEIS Participant's Income Statements

129.7 Subject to clause 129.8, the NEIS Provider must, within ten Business Days after the completion of each Financial Quarter of business operation for the duration of each NEIS Participant Agreement, collect from NEIS Participants:

- (a) NEIS Financial Information relating to each NEIS Business; and
- (b) a NEIS Income Statement from each NEIS Participant,

and in the case of the information collected in accordance with clause 129.7(b), determine whether any NEIS Participants have failed the NEIS External Income Test.

129.8 Where a NEIS Business has only been operating for four weeks or less in a Financial Quarter, the NEIS Provider does not need to collect NEIS Financial Information or a NEIS Income Statement for that Financial Quarter.

129.9 The NEIS Provider must advise the Department in writing within five Business Days:

- (a) of any failure by a NEIS Participant to submit his or her NEIS Financial Information or a NEIS Income Statement in accordance with his or her NEIS Participant Agreement, or as otherwise required; and
- (b) when the NEIS Provider becomes aware that a NEIS Participant's gross NEIS External Income has exceeded the threshold set out in the NEIS External Income Test.

129.10 The NEIS Provider must, within 20 Business Days after the completion of the second and third Financial Quarters of the operation of each NEIS Business, use the NEIS Financial Information provided by the relevant NEIS Participant to complete and submit to the Department a written assessment for the NEIS Business stating whether the NEIS Business:

- (a) is Commercially Viable; and
- (b) has cash flow which is 25 per cent or more below the forecast of cash flow per Financial Quarter set out in its respective NEIS Business Plan.

Change in a NEIS Participant's circumstances

- 129.11 Notwithstanding clause 129.7, the NEIS Provider must Notify the Department through the Department's IT Systems within five Business Days of the NEIS Provider becoming aware:
- (a) that a NEIS Business appears not to be Commercially Viable; or
 - (b) of any change in a NEIS Participant's circumstances, including the expiry of business insurance, that may affect:
 - (i) the Commercial Viability or safe operation of a NEIS Business; or
 - (ii) a NEIS Participant's entitlement to NEIS Assistance.
- 129.12 Where the NEIS Provider advises the Department in writing of a change in circumstances under clause 129.11(b), the NEIS Provider must, where applicable, and in accordance with any Guidelines, recommend to the Department the suspension, recommencement or termination of one or more of:
- (a) the NEIS Participant Agreement;
 - (b) the payment of NEIS Allowance; or
 - (c) the payment of NEIS Rental Assistance.

Confidentiality

- 129.13 The NEIS Provider must treat the following as confidential commercial information:
- (a) NEIS Business Plans and related Material;
 - (b) any information given to the NEIS Provider by NEIS Participants relating to their NEIS Business; and
 - (c) any information collected in connection with the NEIS External Income Test, and must not disclose such information to any third party unless expressly allowed under this Deed.
- 129.14 The NEIS Provider must ensure that:
- (a) any Subcontract it enters into for the provision of NEIS Services contains a requirement to maintain the confidentiality of the information as set out at clause 129.13; and
 - (b) before entering into any such Subcontract, the NEIS Provider executes a deed of confidentiality between itself and the Subcontractor, that requires the Subcontractor to maintain the confidentiality of the information set out in clause 129.13.

130. NEIS Fees

- 130.1 Subject to clause 130.2 and 130.3, the Department will pay the NEIS Provider the NEIS Fee as follows:
- (a) 20 per cent of the NEIS Fee following achievement of each NEIS Training Commencement, provided that the NEIS Training Commencement is achieved no later than the Completion Date;
 - (b) 60 percent of the NEIS Fee following achievement of each NEIS Commencement, provided that the NEIS Commencement is achieved no later than the Completion Date; and
 - (c) 20 per cent of the NEIS Fee following achievement of a NEIS Post-Programme Outcome, including where the NEIS Post-Programme Outcome is achieved after the Completion Date.

- 130.2 Where the relevant NEIS Commencement or NEIS Post-Programme Outcome is achieved on or before 4 May 2016, the NEIS Provider may claim that part of the NEIS Fee from the Department:
- (a) on or after (but no more than 56 days after) the day on which the requirements in clause 130.1 relating to each part of the NEIS Fee are satisfied; and
 - (b) by submitting a claim to the Department on the Department's IT Systems in accordance with any Guidelines.
- 130.3 The Department will pay the NEIS Provider NEIS Fee under clause 130.1:
- (a) for a NEIS Post-Programme Outcome for a NEIS Participant who was not in receipt of an Income Support Payment at the time of their NEIS Commencement, within 10 Business Days of the NEIS Provider submitting a claim for Payment to the Department on the Department's IT Systems; and
 - (b) in all other cases, within 10 Business Days of the achievement of the NEIS Training Commencement, NEIS Commencement or NEIS Post-Programme Outcome.

Note: The Department has implemented a process of automated payment of NEIS Fees which does not require the submission of claims by the Provider, except for a NEIS Post-Programme Outcome in relation to a NEIS Participant who was not in receipt of an Income Support Payment at the time of their NEIS Commencement.

Recovery

- 130.4 Where a NEIS Participant is overpaid NEIS Allowance or NEIS Rental Assistance as a result of the NEIS Provider's failure to provide NEIS Services in accordance with the Deed, including any Guidelines, the NEIS Provider must, if required by the Department, pay to the Department an amount equal to the amount of the overpayment that is attributable to the NEIS Provider's failure. This amount will become a debt due to the Commonwealth for the purposes of clause 21 if and when the Commonwealth Notifies the NEIS Provider that it elects to recover the amount as a debt under clause 21.

131. NEIS Key Performance Indicators

NEIS Key Performance Indicators

- 131.1 For the purposes of clause 4.1(c), the NEIS Key Performance Indicators are as follows:
- (a) NEIS KPI 1: Efficiency
 - (i) NEIS KPI 1 measurement: the Department's assessment of the NEIS Provider's performance is based on:
 - (A) the number of NEIS Places utilised within the Employment Region(s) specified at item 7.1 of Schedule 1; and
 - (B) the number, or rate, of NEIS Participants that exit NEIS Services prior to completion of NEIS Assistance, and the reasons for the exit(s);
 - (b) NEIS KPI 2: Effectiveness
 - (i) NEIS KPI 2 measurement: the Department's assessment of the NEIS Provider's performance is based on the number of NEIS Post-Programme Outcomes achieved; and
 - (c) NEIS KPI 3: Quality and assurance
 - (i) NEIS KPI 3 measurement: the Department's assessment of the NEIS Provider's performance is based on:

- (A) the NEIS Provider's delivery of the NEIS Services in accordance with this Deed;
- (B) the number of validated Complaints recorded via the Department's National Customer Service Line and the Department's Employment Services Tip Off Line and the number of validated Complaints resulting in ministerial correspondence and any Ombudsman Complaints for the relevant Performance Period; and
- (C) input received from NEIS Participants following any post program monitoring exercises undertaken by the Department.

132. Action about performance

- 132.1 Without limiting the Department's rights under this Deed or the law, if, at any time, the Department considers that the performance of the NEIS Provider at the Employment Region level is less than satisfactory (including as assessed against the NEIS KPIs), the Department may, at its absolute discretion, reduce the Provider's NEIS Places.
- 132.2 If, at any time, the Department considers the performance of the NEIS Provider at the Employment Region level warrants it, the Department may, with the agreement of the NEIS Provider, increase the NEIS Provider's NEIS Places for a period of time specified by the Department.

Reductions in NEIS Places

- 132.3 References in this clause 132 to decreasing the Provider's NEIS Places in an Employment Region, include reducing the NEIS Places in the Employment Region to zero.
- 132.4 If, in accordance with this clause 132, the Department decreases the NEIS Provider's NEIS Places in an Employment Region to zero, the Department may Notify the NEIS Provider that the NEIS Provider must discontinue providing the NEIS Services in the Employment Region from the date specified by the Department.
- 132.5 If the Department Notifies the NEIS Provider to discontinue providing NEIS Services in accordance with clause 132.4, the NEIS Provider must discontinue providing the NEIS Services in the Employment Region in accordance with the Notice and provide the Department with the assistance and cooperation in clauses 57.5 and 57.6 to ensure that NEIS Participants affected by the discontinuation of the NEIS Provider's NEIS Services in that Employment Region are transferred to other NEIS Providers as specified by the Department.
- 132.6 For the avoidance of doubt, any decrease of NEIS Places under this clause 132 is not a reduction of scope or termination for which compensation is payable.

Variation

- 132.7 If the Department takes any action under this clause 132:
 - (a) where relevant, this Deed will be deemed to be varied accordingly; and
 - (b) the Provider is not relieved of any of its obligations under this Deed as varied.
- 132.8 This clause 132 operates without prejudice to any other right which the Commonwealth has or which may accrue to the Commonwealth under this Deed or the law.

133. Transfers of NEIS Prospective Participants and NEIS Participants to or from the NEIS Provider

- 133.1 A NEIS Prospective Participant or NEIS Participant may, at any time, be transferred from the NEIS Provider to another NEIS Provider:

- (a) by the Department, where the NEIS Prospective Participant or NEIS Participant moves to a new location that is not within a reasonable distance of a Site of the NEIS Provider;
- (b) by the Department, where the Department is satisfied that:
 - (i) the NEIS Prospective Participant or NEIS Participant will receive services that could better enhance their prospects of achieving Unsubsidised Self-Employment from the other NEIS Provider; or
 - (ii) the NEIS Prospective Participant or NEIS Participant and the NEIS Provider are unable to achieve or maintain a reasonable and constructive servicing relationship, as determined by the Department;
- (c) if the Department, the NEIS Provider, another NEIS Provider and the NEIS Prospective Participant or NEIS Participant agree to the transfer;
- (d) by the Department, where the Department reduces the Provider's NEIS Places in accordance with this Deed; or
- (e) by the Department, for any other reason.

133.2 If a NEIS Prospective Participant or NEIS Participant is transferred to the NEIS Provider for any reason, the Provider must, in accordance with any Guidelines immediately provide NEIS Services to the NEIS Prospective Participant or NEIS Participant in accordance with this Deed.

133.3 Where a NEIS Prospective Participant or a NEIS Participant is transferred between NEIS Providers, both NEIS Providers must:

- (a) immediately provide sufficient assistance and cooperation to any person nominated by the Department to facilitate the transfer and enable NEIS Services to continue; and
- (b) comply with the Department's directions in relation to the transfer or destruction of Deed Material and Commonwealth Material in the NEIS Provider's possession or control, including that stored in External IT Systems.

Note: Where a NEIS Prospective Participant or NEIS Participant is transferred between NEIS Providers in accordance with clauses 133.1 or 133.2, it will be up to both NEIS Providers to determine between themselves any apportionment of NEIS Fee(s) that has been, or will be, paid by the Department in relation to the relevant NEIS Prospective Participant or NEIS Participant.

Schedule 1 – Deed And Business Details

Schedule 2 – Service Delivery Plan

Deed Variation History

Clause	Variation, effective date
Reader's Guide to this Deed	GDV 11, 1 July 2020

Part A – General Conditions

Clause	Variation, effective date
Heading 'Section A1.1 – Definitions and interpretation'	GDV 1, 18 January 2016
1.2(c)	GDV 3, 5 December 2016
1.2(i) and (j)	GDV 1, 18 January 2016
1.3(c), (d), (e)	GDV 1, 18 January 2016
1.6(a)-(e)	GDV 1, 18 January 2016
Heading 'Section A2.1 – Deed length'	GDV 1, 18 January 2016
Heading 'Section A2.2 – Some basic rules about Services'	GDV 1, 18 January 2016
4.1(a)(ii)	GDV 4, 1 April 2017
4.2(a)	GDV 4, 1 April 2017
4.2(d), (f), (g)	GDV 2, 1 July 2016
5.2(a), (b), (c), (d)	GDV 11, 1 July 2020
5.2 Note	GDV 11, 1 July 2020
5.5, (b)	GDV 11, 1 July 2020
6.2(a)	GDV 1, 18 January 2016 GDV 9, 1 July 2019
6.2(b)	GDV 1, 18 January 2016
6.3(c)	GDV 1, 18 January 2016 GDV 10, 1 January 2020
8.1 Subheading 'Personnel and Supervisors'	GDV 1, 18 January 2016
8.1	GDV 1, 18 January 2016 GDV 4, 1 April 2017 GDV 6, 1 January 2018 GDV 7, 1 July 2018 GDV 8, 1 January 2019 GDV 12, 1 January 2021 GDV 13, 1 July 2021
8.1(a)	GDV 11, 1 July 2020
8.1A Subheading 'Child Safety'	GDV 11, 1 July 2020
8.1A, (a), (b)	GDV 11, 1 July 2020
8.1B Subheading 'National Principles for Child Safe Organisations and other action for the safety of Children'	GDV 11, 1 July 2020
8.1B, (a)-(c), (d), (i)-(iv), (e)	GDV 11, 1 July 2020
8.1C	GDV 11, 1 July 2020
8.1D, (a)-(c)	GDV 11, 1 July 2020
8.1E, (a), (b)	GDV 11, 1 July 2020
8.2	GDV 1, 18 January 2016

Clause	Variation, effective date
	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
	GDV 8, 1 January 2019
	GDV 12, 1 January 2021
	GDV 13, 1 July 2021
8.3 Subheading 'Participants'	GDV 1, 18 January 2016
8.3	GDV 1, 18 January 2016
	GDV 3, 5 December 2016
	GDV 6, 1 January 2018
8.4	GDV 1, 18 January 2016
Heading 'Section A2.3 – Some basic rules about financial matters'	GDV 1, 18 January 2016
11.6	GDV 10, 1 January 2020
11.7	GDV 10, 1 January 2020
15.3	GDV 4, 1 April 2017
15.4	GDV 1, 18 January 2016
	GDV 3, 5 December 2016
15.4(a)	GDV 10, 1 January 2020
15.5(b) and (e)	GDV 2, 1 July 2016
15.7	GDV 1, 18 January 2016
17.3	GDV 1, 18 January 2016
17.4	GDV 1, 18 January 2016
19.1 Subheading 'Overpayment'	GDV 2, 1 July 2016
19.1	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 4, 1 April 2017
19.2	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 7, 1 July 2018
19.2A	GDV 7, 1 July 2018
	GDV 8, 1 January 2019
19.3	GDV 1, 18 January 2016
19.4	GDV 1, 18 January 2016
20.1(c)-(g)	GDV 11, 1 July 2020
20.1(e)(i)	GDV 11, 1 July 2020
23.1	GDV 1, 18 January 2016
Heading 'Section A2.4 – Reports'	GDV 1, 18 January 2016
24.1 and (a)(i)	GDV 1, 18 January 2016
Heading 'Section A2.5 – Assessment and management of Provider's performance'	GDV 1, 18 January 2016
26.1(a)(ii)	GDV 1, 18 January 2016
27 Heading 'Program Assurance Activities'	GDV 10, 1 January 2020

Clause	Variation, effective date
27.1	GDV 1, 18 January 2016
	GDV 10, 1 January 2020
28.1	GDV 7, 1 July 2018
28.2	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
	GDV 13, 1 July 2021
28.3(a)	GDV 11, 1 July 2020
29.3	GDV 1, 18 January 2016
Heading 'Section A2.6 – Customer feedback'	GDV 1, 18 January 2016
Heading 'Section A3.1 – Information Technology'	GDV 1, 18 January 2016
31.1	GDV 4, 1 April 2017
31.2	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
31.3	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
32 Heading 'Access and information security assurance'	GDV 8, 1 January 2019
32.1	GDV 4, 1 April 2017
32.2 Subheading 'External IT Systems' and Note	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
32.2(b), (i), (v), (c)	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
32.2(a)	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
	GDV 11, 1 July 2020
32.2(a)(ii)	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
32.2(b)(iii)	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
32.2(b)(iv)	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
32.2(b)(vi)	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
	GDV 10, 1 January 2020
32.2(b)(vii) and (viii)	GDV 8, 1 January 2019
	GDV 10, 1 January 2020
32.3(a) and (c)	GDV 8, 1 January 2019
	GDV 4, 1 April 2017

Clause	Variation, effective date
32.4 Subheading 'Provider IT System accreditation' and Note	GDV 8, 1 January 2019
32.4	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
32.4(a)	GDV 8, 1 January 2019
32.5	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
32.6	GDV 5, 1 July 2017
	GDV 8, 1 January 2019
32.7	GDV 6, 1 January 2018
	GDV 8, 1 January 2019
32.8	GDV 5, 1 July 2017
	GDV 6, 1 January 2018
32.9	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
	GDV 8, 1 January 2019
32.1	GDV 6, 1 January 2018
32.11	GDV 1, 18 January 2016
	GDV 8, 1 January 2019
32.11(a)	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
32.11(b)	GDV 8, 1 January 2019
32.12 Subheading 'Third Party IT' and Note	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
32.12(a), (i), (ii), (b), (c), (i), (ii), (d)	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
32.12(e)	GDV 8, 1 January 2019
32.12(f)	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
32.13	GDV 4, 1 April 2017
32.14	GDV 9, 1 July 2019
32.16	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
	GDV 11, 1 July 2020
32.17	GDV 4, 1 April 2017
32.17(c)	GDV 9, 1 July 2019
32.17(e)	GDV 8, 1 January 2019
32.18(a) and (b)	GDV 4, 1 April 2017

Clause	Variation, effective date
	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
32.18(c)	GDV 4, 1 April 2017
	GDV 9, 1 July 2019
32.18(d)	GDV 4, 1 April 2017
32.2	GDV 4, 1 April 2017
	GDV 9, 1 July 2019
32.21	GDV 2, 1 July 2016
	GDV 6, 1 January 2018
32.22	GDV 9, 1 July 2019
Heading 'Section A3.2 – Property rights'	GDV 1, 18 January 2016
33.4	GDV 1, 18 January 2016
Heading 'Section A3.3 – Control of information'	GDV 1, 18 January 2016
35.1	GDV 1, 18 January 2016
	GDV 7, 1 July 2018
35.2(a)	GDV 1, 18 January 2016
35.2(d)	GDV 2, 1 July 2016
	GDV 7, 1 July 2018
35.2(e)-(i), (k), (l)	GDV 7, 1 July 2018
35.2(j)	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 7, 1 July 2018
35.3(c)	GDV 7, 1 July 2018
35.4	GDV 7, 1 July 2018
35.5	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
Heading 'Section A3.4 – Records management'	GDV 1, 18 January 2016
37.1	GDV 9, 1 July 2019
37.3	GDV 9, 1 July 2019
37.4(b)(i)	GDV 1, 18 January 2016
37.6 Subheading 'Recording'	GDV 1, 18 January 2016
	GDV 10, 1 January 2020
37.6 Subheading 'Register of Records'	GDV 10, 1 January 2020
37.6	GDV 9, 1 July 2019
	GDV 10, 1 January 2020
37.7	GDV 1, 18 January 2016
	GDV 9, 1 July 2019
	GDV 11, 1 July 2020
37.7(a), (i)-(iv), (b)	GDV 11, 1 July 2020
37.8(a) and (b)	GDV 9, 1 July 2019
37.9	GDV 9, 1 July 2019
37.10	GDV 9, 1 July 2019

Clause	Variation, effective date
37.11(a) and (b)	GDV 9, 1 July 2019
37.12 Subheading 'Third Party IT Vendors'	GDV 9, 1 July 2019
37.12	GDV 9, 1 July 2019
39.2(a)	GDV 1, 18 January 2016
	GDV 9, 1 July 2019
39.2(c)	GDV 9, 1 July 2019
40.1	GDV 1, 18 January 2016
40.1(a)(ii)	GDV 1, 18 January 2016
	GDV 8, 1 January 2019
40.1(a)(i), (iv), (b)(i), (iii)	GDV 1, 18 January 2016
40.3(b)	GDV 10, 1 January 2020
Heading 'Section A4.1 – Indemnity and insurance'	GDV 1, 18 January 2016
42.1 and (d)	GDV 1, 18 January 2016
42.1(c)(iv)	GDV 9, 1 July 2019
42.1(f)(iii)(A)	GDV 10, 1 January 2020
42.12	GDV 1, 18 January 2016
43.3	GDV 2, 1 July 2016
44.1(a), (b), (c)	GDV 1, 18 January 2016
Heading 'Section A4.2 – Changes in persons delivering Services'	GDV 1, 18 January 2016
45.2(ii)	GDV 1, 18 January 2016
45.3(d)	GDV 3, 5 December 2016
46.3	GDV 1, 18 January 2016
Heading 'Section A4.3 – Resolving Problems'	GDV 1, 18 January 2016
52.2(a)(iv) and (b)	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
52.2(c)	GDV 1, 18 January 2016
	GDV 9, 1 July 2019
53.1 and (a)	GDV 1, 18 January 2016
54.1(c)	GDV 4, 1 April 2017
	GDV 9, 1 July 2019
54.3(c)	GDV 1, 18 January 2016
56.1(d)-(g)	GDV 7, 1 July 2018
57.2(a) and (b)	GDV 14, 1 January 2022
57.4, (c)	GDV 14, 1 January 2022
57.6(a)	GDV 8, 1 January 2019
Heading 'Section A4.4 – Other matters'	GDV 1, 18 January 2016
58 Heading 'Indigenous Procurement Policy'	GDV 1, 18 January 2016
58.1	GDV 1, 18 January 2016
58.2	GDV 1, 18 January 2016
58.2 Note 1	GDV 11, 1 July 2020
58.3	GDV 1, 18 January 2016
58.4	GDV 1, 18 January 2016

Clause	Variation, effective date
58.5	GDV 1, 18 January 2016
58.6	GDV 1, 18 January 2016
58.7	GDV 1, 18 January 2016
58.8	GDV 1, 18 January 2016
59.1(c)	GDV 1, 18 January 2016
60.1	GDV 7, 1 July 2018
60.1(a)	GDV 1, 18 January 2016
61.2	GDV 10, 1 January 2020
63.1	GDV 1, 18 January 2016
	GDV 9, 1 July 2019
63.2	GDV 1, 18 January 2016
	GDV 9, 1 July 2019
69.3	GDV 3, 5 December 2016
69.6(b)-(g)	GDV 1, 18 January 2016
69.6(e)(i)	GDV 4, 1 April 2017
70.4	GDV 1, 18 January 2016

Annexure A1 – Definitions

Clause	Variation, effective date
Social Security Law definitions	GDV 7, 1 July 2018
	GDV 8, 1 January 2019
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
'4 Week Period'	GDV 1, 18 January 2016
	GDV 10, 1 January 2020
'12 week Period'	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 10, 1 January 2020
'26 Week Period'	GDV 1, 18 January 2016
	GDV 10, 1 January 2020
'Acceptable Reason'	GDV 7, 1 July 2018
'Access'	GDV 4, 1 April 2017
'Activity Host Organisation'	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
	GDV 12, 1 January 2021
	GDV 13, 1 July 2021
'Activity Host Organisation Agreement'	GDV 1, 18 January 2016
'Activity Host Organisation' Note	GDV 10, 1 January 2020

Clause	Variation, effective date
'Administration Fees'	GDV 11, 1 July 2020
'Appointment'	GDV 7, 1 July 2018
'Assessment'	GDV 10, 1 January 2020
'Asset'	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
'Asset' Note 1 and 2	GDV 10, 1 January 2020
'Australian Equivalents to International Financial Reporting Standards' or 'AEIRFS'	GDV 1, 18 January 2016
'Australian Information Commissioner'	GDV 7, 1 July 2018
'Australian JobSearch'	GDV 1, 18 January 2016
'Capability Assessment'	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
'Capability Interview'	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
	GDV 13, 1 July 2021
'Capability Management Tool'	GDV 7, 1 July 2018
'Career Transition Assistance' or 'CTA'	GDV 7, 1 July 2018
'Child-Related Personnel'	GDV 11, 1 July 2020
	GDV 12, 1 January 2021
	GDV 13, 1 July 2021
'Child Safety Obligations'	GDV 11, 1 July 2020
'CTA Agreement'	GDV 7, 1 July 2018
	GDV 12, 1 January 2021
'CTA Course'	GDV 9, 1 July 2019
'CTA Element'	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
'CTA Element Amount'	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
'CTA Eligible Participant'	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
'CTA Provider'	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
'CTA Trial'	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
'CTA Trial Region'	GDV 7, 1 July 2018
'Claims Processing Training'	GDV 1, 18 January 2016
'Commercially Viable'	GDV 1, 18 January 2016
	GDV 11, 1 July 2020
'Commonwealth Coat of Arms'	GDV 2, 1 July 2016
'Community Action Group Activity'	GDV 1, 18 January 2016
'Community Development Program'	GDV 1, 18 January 2016
	GDV 10, 1 January 2020
'Community Support Project'	GDV 1, 18 January 2016
'Complementary Placement'	GDV 3, 5 December 2016

Clause	Variation, effective date
'Complementary Service'	GDV 1, 18 January 2016
	GDV 10, 1 January 2020
'Complete' or 'Completed'	GDV 4, 1 April 2017
'Compliance Activities'	GDV 10, 1 January 2020
'Comprehensive Compliance Assessment'	GDV 7, 1 July 2018
'Comprehensive Skills Assessment'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
'Comprehensive Skills Assessment Work Order' or 'CSA Work Order'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
'Consecutive Weeks'	GDV 10, 1 January 2020
'Contact Centre'	GDV 10, 1 January 2020
	GDV 13, 1 July 2021
'CSA Amount'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
'Cybersafety Policy'	GDV 9, 1 July 2019
'Delegate'	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 10, 1 January 2020
'Department'	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
	GDV 11, 1 July 2020
'Department's IT Systems'	GDV 10, 1 January 2020
'Department's National Customer Service Line'	GDV 1, 18 January 2016
'Department's Security Policies'	GDV 1, 18 January 2016
	GDV 11, 1 July 2020
'DES Work for the Dole Payment'	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
'DHS'	GDV 1, 18 January 2016
	GDV 10, 1 January 2020
'DHS Fortnight'	GDV 10, 1 January 2020
'Direct Registration' or 'Directly Register'	GDV 3, 5 December 2016
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
	GDV 12, 1 January 2021
'Documentary Evidence'	GDV 8, 1 January 2019
'Drug Test Trial Participant'	GDV 6, 1 January 2018
'Drug Treatment'	GDV 6, 1 January 2018
'Education Outcome'	GDV 1, 18 January 2016
	GDV 10, 1 January 2020
'Education Outcome Start Date'	GDV 1, 18 January 2016
'Effective Exit'	GDV 1, 18 January 2016
	GDV 3, 5 December 2016
	GDV 6, 1 January 2018

Clause	Variation, effective date
	GDV 10, 1 January 2020
'Electronic Calendar'	GDV 7, 1 July 2018
'Employability Skills Training' or 'EST'	GDV 4, 1 April 2017
'Employer'	GDV 2, 1 July 2016
'Employment Facilitator'	GDV 7, 1 July 2018
'Employment Fund'	GDV 10, 1 January 2020
'Employment Outcome Start Date'	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
'Employment Provider'	GDV 9, 1 July 2019
'Employment Provider Services Key Performance Indicators' or 'Employment Provider Services KPIs'	GDV 1, 18 January 2016
'Employment Region'	GDV 1, 18 January 2016
	GDV 9, 1 July 2019
'Employment Services Assessment'	GDV 10, 1 January 2020
'Employment Systems Service Desk'	GDV 11, 1 July 2020
'Engagement'	GDV 7, 1 July 2018
'Enterprise Agreement'	GDV 2, 1 July 2016
'EST Course'	GDV 4, 1 April 2017
'EST Eligible Participant'	GDV 4, 1 April 2017
'EST Provider'	GDV 4, 1 April 2017
	GDV 9, 1 July 2019
'Exceptional Circumstances'	GDV 1, 18 January 2016
'Exemption'	GDV 10, 1 January 2020
'External IT System'	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
'External Systems Assurance Framework' or 'ESAF'	GDV 8, 1 January 2019
'Fair Work Ombudsman'	GDV 1, 18 January 2016
'Full Outcome'	GDV 1, 18 January 2016
	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
'Fully Eligible Participant'	GDV 10, 1 January 2020
'Fully Eligible Participant (Voluntary)'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
'General Account'	GDV 9, 1 July 2019
'Group Based Activity'	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
'Guide to Social Security Law'	GDV 1, 18 January 2016
'Guidelines'	GDV 1, 18 January 2016
'Harmful Code'	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
'Harvest Area'	GDV 11, 1 July 2020
'Harvest Crops'	GDV 4, 1 April 2017

Clause	Variation, effective date
'Harvest Employer'	GDV 4, 1 April 2017
	GDV 11, 1 July 2020
'Harvest Information'	GDV 4, 1 April 2017
	GDV 11, 1 July 2020
'Harvest Labour Service' or 'HLS'	GDV 11, 1 July 2020
'Harvest Labour Hire Firm'	GDV 4, 1 April 2017
'Harvest Period'	GDV 4, 1 April 2017
'Harvest Placement'	GDV 11, 1 July 2020
'Harvest Placement Fee'	GDV 11, 1 July 2020
'Harvest Service Fee'	GDV 11, 1 July 2020
'Harvest Trail Services' or 'HTS'	GDV 11, 1 July 2020
'Harvest Trail Services Deed' or 'HTS Deed'	GDV 11, 1 July 2020
'Harvest Trail Website'	GDV 11, 1 July 2020
'Harvest Vacancy'	GDV 4, 1 April 2017
	GDV 11, 1 July 2020
'Harvest Work'	GDV 4, 1 April 2017
	GDV 11, 1 July 2020
'Harvest Worker'	GDV 11, 1 July 2020
'HTS 4 Week Period'	GDV 11, 1 July 2020
'HTS 12 Week Period'	GDV 11, 1 July 2020
'HTS 26 Week Period'	GDV 11, 1 July 2020
'HTS 4 Week jobactive Outcome'	GDV 11, 1 July 2020
'HTS 12 Week jobactive Outcome'	GDV 11, 1 July 2020
'HTS 26 Week jobactive Outcome'	GDV 11, 1 July 2020
'HTS jobactive Outcome'	GDV 11, 1 July 2020
'HTS jobactive Outcome Start Date'	GDV 11, 1 July 2020
'HTS Provider'	GDV 11, 1 July 2020
'Implementation and Outcome Report'	GDV 1, 18 January 2016
'Indigenous Enterprise'	GDV 1, 18 January 2016
'Indigenous Opportunities Policy Administrator' or 'IOP Administrator'	GDV 1, 18 January 2016
'Indigenous Opportunities Policy Guidelines'	GDV 1, 18 January 2016
'Indigenous Outcomes Targets'	GDV 2, 1 July 2016
	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
'Indigenous Training Employment and Supplier Plan' or 'ITES Plan'	GDV 1, 18 January 2016
'Individual Hosted Activity'	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
'Intervention'	GDV 10, 1 January 2020
'jobactive'	GDV 10, 1 January 2020
'jobactive Website'	GDV 1, 18 January 2016
	GDV 3, 5 December 2016
'Job Capacity Assessment' or 'JCA'	GDV 10, 1 January 2020

Clause	Variation, effective date
'Job Plan'	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 8, 1 January 2019
	GDV 10, 1 January 2020
'Job Referral'	GDV 7, 1 July 2018
'Job Search Requirement'	GDV 7, 1 July 2018
'Job Seeker Classification Instrument' or 'JSCI'	GDV 10, 1 January 2020
'Job Seeker Placement'	GDV 1, 18 January 2016
'Job Seeker Placement Start Date'	GDV 1, 18 January 2016
	GDV 5, 1 July 2017
	GDV 7, 1 July 2018
'Job Seeker Snapshot'	GDV 10, 1 January 2020
'Job Services Australia' or 'JSA'	GDV 10, 1 January 2020
'Jobs, Land and Economy Programme'	GDV 10, 1 January 2020
'Joint Charter of Deed Management'	GDV 10, 1 January 2020
'Launch into Work'	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
'Launch into Work Organisation'	GDV 6, 1 January 2018
'Launch into Work Placement'	GDV 6, 1 January 2018
'Lead Provider'	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
'Local Jobs Program' or 'LJP'	GDV 12, 1 January 2021
'Long Term Unemployed & Indigenous Wage Subsidy'	GDV 9, 1 July 2019
'LJP Activity'	GDV 12, 1 January 2021
'LJP Activity Host'	GDV 12, 1 January 2021
'LJP Activity Partnering Provider'	GDV 12, 1 January 2021
'LTU' and 'Indigenous Wage Subsidy'	GDV 1, 18 January 2016
	GDV 3, 5 December 2016
'LTU Wage Subsidy Account'	GDV 1, 18 January 2016
'Malicious Code'	GDV 10, 1 January 2020
'Modern Award'	GDV 2, 1 July 2016
'Mutual Obligation Requirement'	GDV 7, 1 July 2018
'National Harvest Guide'	GDV 11, 1 July 2020
'National Harvest Labour Information Service' or 'NHLIS'	GDV 11, 1 July 2020
'National Harvest Telephone Information Service'	GDV 11, 1 July 2020
'National Minimum Wage'	GDV 2, 1 July 2016
'National Principles for Child Safe Organisations'	GDV 11, 1 July 2020
'National Work Experience Programme'	GDV 1, 18 January 2016
	GDV 7, 1 July 2018
'National Work Experience Programme Placement'	GDV 1, 18 January 2016
	GDV 7, 1 July 2018
	GDV 10, 1 January 2020

Clause	Variation, effective date
'NEIS Eligible'	GDV 3, 5 December 2016
'NEIS Fee'	GDV 2, 1 July 2016
	GDV 12, 1 January 2021
'NEIS Key Performance Indicators' or 'NEIS KPIs'	GDV 1, 18 January 2016
'NEIS Participant Agreement (pre 1 July 2015)'	GDV 2, 1 July 2016
'NEIS Places'	GDV 1, 18 January 2016
'NEIS Post-Programme Outcome'	GDV 11, 1 July 2020
'NEIS Prospective Participant'	GDV 3, 5 December 2016
'NEIS Provider'	GDV 9, 1 July 2019
'NEIS Services'	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 12, 1 January 2021
'NEIS Training'	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 12, 1 January 2021
'NEIS Training Commencement'	GDV 12, 1 January 2021
'NEIS Transition Services'	GDV 2, 1 July 2016
'NEIS Transitioned Participant'	GDV 2, 1 July 2016
'NEIS Transitioned Prospective Participant'	GDV 2, 1 July 2016
'NEIS Volunteer'	GDV 3, 5 December 2016
	GDV 12, 1 January 2021
'New Employment Services' or 'NES'	GDV 10, 1 January 2020
'New Employment Services Trial' or 'NEST'	GDV 10, 1 January 2020
'New Employment Services Trial Deed' or 'NEST Deed'	GDV 10, 1 January 2020
'New Employment Services Trial Employment Region' or 'NEST Employment Region'	GDV 10, 1 January 2020
'New Employment Services Trial Participant' or 'NEST Participant'	GDV 10, 1 January 2020
'New Employment Services Trial Provider' or 'NEST Provider'	GDV 10, 1 January 2020
'Non-Attendance Report'	GDV 7, 1 July 2018
'Non-Payable Outcome'	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
'Non-regional Location'	GDV 2, 1 July 2016
'NWEF Completion Outcome'	GDV 7, 1 July 2018
'NWEF Incentive'	GDV 7, 1 July 2018
'Online Employment Services' or 'OES'	GDV 7, 1 July 2018
	GDV 12, 1 January 2021
'Online Employment Services Participant' or 'OES Participant'	GDV 7, 1 July 2018
	GDV 12, 1 January 2021

Clause	Variation, effective date
'Other Program'	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
'Other Program Provider'	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
'Other Provider'	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
	GDV 13, 1 July 2021
'Outcome'	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
'Outcome Payment'	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
'Outcome Period'	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 5, 1 July 2017
	GDV 11, 1 July 2020
'ParentsNext'	GDV 2, 1 July 2016
	GDV 10, 1 January 2020
'ParentsNext Funding Agreement'	GDV 2, 1 July 2016
	GDV 8, 1 January 2019
'ParentsNext Participant'	GDV 3, 5 December 2016
'ParentsNext Provider'	GDV 2, 1 July 2016
	GDV 8, 1 January 2019
'ParentsNext Volunteer'	GDV 2, 1 July 2016
	GDV 10, 1 January 2020
'Parents Wage Subsidy'	GDV 1, 18 January 2016
	GDV 3, 5 December 2016
'Parent Wage Subsidy'	GDV 9, 1 July 2019
'Partial Outcome'	GDV 1, 18 January 2016
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
'Participant'	GDV 3, 5 December 2016
	GDV 11, 1 July 2020
'Participated'	GDV 4, 1 April 2017
'Participation Report'	GDV 7, 1 July 2018
'PaTH Intern'	GDV 4, 1 April 2017
'PaTH Internship'	GDV 4, 1 April 2017

Clause	Variation, effective date
'PaTH Internship Agreement'	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
'PaTH Internship Amount'	GDV 4, 1 April 2017
'PaTH Internship Outcome'	GDV 4, 1 April 2017
'PaTH Internship Period'	GDV 4, 1 April 2017
'PaTH Internship Start Date'	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
'Pay Slip Verified Outcome Payment'	GDV 1, 18 January 2016
	GDV 11, 1 July 2020
'Period of Service'	GDV 2, 1 July 2016
	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
'Period of Unemployment'	GDV 10, 1 January 2020
'Personal Event'	GDV 7, 1 July 2018
'Personal Event Time'	GDV 7, 1 July 2018
'Pre-existing Employment'	GDV 1, 18 January 2016
'Privacy Commissioner'	GDV 7, 1 July 2018
'Pro-rata Calculation Start Date'	GDV 12, 1 January 2021
'Program Assurance Activities'	GDV 10, 1 January 2020
'Project of National Significance'	GDV 1, 18 January 2016
'Provider Appointment Report'	GDV 7, 1 July 2018
'Provider IT System'	GDV 2, 1 July 2016
	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
'Provider Seasonal Work Incentive Payment'	GDV 5, 1 July 2017
'Purchase'	GDV 10, 1 January 2020
'QSHW Eligible'	GDV 5, 1 July 2017
'QSHW Employer'	GDV 5, 1 July 2017
'QSHW Outcome'	GDV 5, 1 July 2017
	GDV 10, 1 January 2020
'QSHW Placement'	GDV 5, 1 July 2017
'QSHW Placement Start Date'	GDV 5, 1 July 2017
'QSHW Vacancy'	GDV 5, 1 July 2017
'Qualifying Education Course'	GDV 1, 18 January 2016
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
'Qualifying Seasonal Horticultural Work' or 'QSHW'	GDV 5, 1 July 2017
'Qualifying Training Course'	GDV 1, 18 January 2016
'Quality Standard'	GDV 7, 1 July 2018
'Records Management Instructions'	GDV 1, 18 January 2016
'Recurring'	GDV 11, 1 July 2020
'Re-engagement'	GDV 7, 1 July 2018
'Re-engagement Appointment'	GDV 7, 1 July 2018
'Referral' or 'Referred'	GDV 10, 1 January 2020

Clause	Variation, effective date
'Regional Location'	GDV 2, 1 July 2016
'Regional Employment Trials' or 'RET'	GDV 8, 1 January 2019
	GDV 13, 1 July 2021
'RET Activity'	GDV 8, 1 January 2019
	GDV 13, 1 July 2021
'RET Grant Recipient'	GDV 8, 1 January 2019
	GDV 13, 1 July 2021
'RET Partnering Provider'	GDV 8, 1 January 2019
	GDV 10, 1 January 2020
	GDV 13, 1 July 2021
'Reimbursement'	GDV 1, 18 January 2016
'Related Entity'	GDV 1, 18 January 2016
'Relevant Harvest Bodies'	GDV 4, 1 April 2017
	GDV 11, 1 July 2020
'Remote Jobs and Communities Programme'	GDV 1, 18 January 2016
'Request for Quotation' or 'RFQ'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
'Restart Programme'	GDV 3, 5 December 2016
'Restart Wage Subsidy'	GDV 9, 1 July 2019
'Seasonal Work Living Away and Travel Allowance'	GDV 5, 1 July 2017
'Seasonal Work Incentives for Job Seekers Trial'	GDV 5, 1 July 2017
	GDV 9, 1 July 2019
'Secretary'	GDV 1, 18 January 2016
'SEE Eligible Participant'	GDV 13, 1 July 2021
'SEE Provider'	GDV 13, 1 July 2021
'SEE Training Course'	GDV 13, 1 July 2020
'Self-help Facilities'	GDV 1, 18 January 2016
'Sensitive Information'	GDV 1, 18 January 2016
'Services Australia'	GDV 10, 1 January 2020
'Services Australia Fortnight'	GDV 10, 1 January 2020
'Significant Increase'	GDV 1, 18 January 2016
'Significant Increase in Income'	GDV 7, 1 July 2018
'Significant Increase in Pre-existing Employment'	GDV 7, 1 July 2018
'Site'	GDV 11, 1 July 2020
'Six Month Activity Requirement'	GDV 13, 1 July 2021
'Skills for Education and Employment' or 'SEE'	GDV 13, 1 July 2021
'Social Security Law'	GDV 1, 18 January 2016
'Source'	GDV 6, 1 January 2018
'SPI Measure'	GDV 2, 1 July 2016
'SPI Participant'	GDV 2, 1 July 2016
'Statement of Applicability' or 'SOA'	GDV 1, 18 January 2016
	GDV 8, 1 January 2019
'Stream A Case Management Phase'	GDV 3, 5 December 2016

Clause	Variation, effective date
'Stream A Participant'	GDV 10, 1 January 2020
'Stream A Work for the Dole Phase'	GDV 3, 5 December 2016
'Stream B Participant'	GDV 10, 1 January 2020
'Stream C Participant'	GDV 10, 1 January 2020
'Stronger Participation Incentives for Job Seekers under 30 measures' or 'SPI Measure'	GDV 2, 1 July 2016
'Stronger Transitions Eligible Participant'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
'Stronger Transitions Package'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
'Stronger Transitions Region'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
'Stronger Transitions Support Statement'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
'Structural Adjustment Package'	GDV 10, 1 January 2020
'Surveillance Audit'	GDV 7, 1 July 2018
'Suspension'	GDV 10, 1 January 2020
'Tasmanian Jobs Programme'	GDV 1, 18 January 2016
	GDV 3, 5 January 2016
'Third Party Employment System' or 'TPES'	GDV 8, 1 January 2019
	GDV 10, 1 January 2020
'Third Party IT' or 'TPIT'	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
'Third Party IT Vendor'	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
'Third Party IT Vendor Deed'	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
'Third Party Supplementary IT System' or 'TPSITS'	GDV 8, 1 January 2019
	GDV 10, 1 January 2020
'Third Party System'	GDV 4, 1 April 2017
	GDV 8, 1 January 2019
'Time to Work Employment Service'	GDV 6, 1 January 2018
'Time to Work Participant'	GDV 6, 1 January 2018
'Time to Work Provider'	GDV 6, 1 January 2018
'Training Block 1 Course'	GDV 4, 1 April 2017
'Transition Plan'	GDV 6, 1 January 2018
'Transition Services Panel Member' or 'TSP Member'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
'Transition to Work Participant'	GDV 1, 18 January 2016
'Transition to Work Provider'	GDV 1, 18 January 2016
	GDV 9, 1 July 2019
'Transition to Work Service'	GDV 1, 18 January 2016
'Unpaid Work Experience Placement'	GDV 1, 18 January 2016

Clause	Variation, effective date
'Unsuitable'	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 10, 1 January 2020
'Vacancy'	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
'Valid Reason'	GDV 7, 1 July 2018
'Voluntary Work'	GDV 10, 1 January 2020
'Volunteer'	GDV 1, 18 January 2016
'Volunteer Online Employment Services Trial'	GDV 10, 1 January 2020
	GDV 13, 1 July 2021
'Volunteer Online Employment Services Trial Participant'	GDV 10, 1 January 2020
	GDV 13, 1 July 2021
'Wage Subsidy'	GDV 1, 18 January 2016
	GDV 3, 5 December 2016
'Wage Subsidy Account'	GDV 9, 1 July 2019
	GDV 10, 1 January 2020
'Wage Subsidy Placement'	GDV 9, 1 July 2019
'WHS Act'	GDV 3, 5 December 2016
'Work Experience (Other) Placement'	GDV 5, 1 July 2018
'Work for the Dole'	GDV 10, 1 January 2020
'Work for the Dole Coordinator'	GDV 2, 1 July 2016
	GDV 6, 1 January 2018
	GDV 9, 1 July 2019
	GDV 10, 1 January 2020
'Work for the Dole Place'	GDV 4, 1 April 2017
'Work for the Dole Place Fee'	GDV 6, 1 January 2018
'Working With Children Check'	GDV 11, 1 July 2020
'Working with Children Laws'	GDV 1, 18 January 2016
'Workshop'	GDV 3, 5 December 2016
'Workshop Provider'	GDV 3, 5 December 2016
'Youth Bonus Wage Subsidy'	GDV 3, 5 December 2016
'Youth Wage Subsidy'	GDV 1, 18 January 2016
	GDV 3, 5 December 2016

Annexure A2 – Joint Charter of Deed Management

Clause	Variation, effective date
Joint Charter of Deed Management	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 6, 1 January 2018
	GDV 8, 1 January 2019
	GDV 9, 1 July 2019

Clause	Variation, effective date
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020

Part B – Employment Provider Services

Clause	Variation, effective date
Heading 'Section B1.1 – Application and allocation of Stream Participants to the Provider'	GDV 1, 18 January 2016
72.1(c)	GDV 13, 1 July 2021
73.1(c)	GDV 1, 18 January 2016
74.1	GDV 10, 1 January 2020
75.3(a), (b), (c)	GDV 10, 1 January 2020
77.1	GDV 10, 1 January 2020
78.1	GDV 2, 1 July 2016
78.2	GDV 10, 1 January 2020
78.3(c)	GDV 10, 1 January 2020
78.4(c)(i), (A), (B)	GDV 11, 1 July 2020
79.1	GDV 7, 1 July 2018
79.1(a) and (c)	GDV 10, 1 January 2020
	GDV 13, 1 July 2021
79.1(b), (i), (ii),	GDV 13, 1 July 2021
79.2	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
	GDV 13, 1 July 2021
79.3	GDV 7, 1 July 2018
79.4	GDV 7, 1 July 2018
79.5	GDV 7, 1 July 2018
81.1(a) and (g)	GDV 10, 1 January 2020
81.1(e)	GDV 3, 5 December 2016
	GDV 10, 1 January 2020
81.1(d)(iv)	GDV 11, 1 July 2020
81.1(f)	GDV 5, 1 July 2017
	GDV 10, 1 January 2020
81.1A	GDV 10, 1 January 2020
	GDV 13, 1 July 2021
81.1B	GDV 10, 1 January 2020
81.2	GDV 10, 1 January 2020
81.2(b)	GDV 8, 1 January 2019
81.3	GDV 10, 1 January 2020
82.1(a)	GDV 7, 1 July 2018
82.2	GDV 10, 1 January 2020
82.2A	GDV 6, 1 January 2018
	GDV 10, 1 January 2020

Clause	Variation, effective date
82.2A(a)(i), (ii), (iii), (b)	GDV 10, 1 January 2020
82.3 Subheading 'Transition to Work Participants'	GDV 1, 18 January 2016
	GDV 3, 5 December 2016
82.3	GDV 1, 18 January 2016
	GDV 3, 5 December 2016
	GDV 10, 1 January 2020
82.4 Subheading 'Time to Work Participants'	GDV 6, 1 January 2018
82.4	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
81 and 82 Note 1	GDV 11, 1 July 2020
83.1	GDV 7, 1 July 2018
83.2	GDV 2, 1 July 2016
	GDV 7, 1 July 2018
83.3	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
	GDV 7, 1 July 2018
83A Heading 'Recording Engagements in the Electronic Calendar'	GDV 7, 1 July 2018
83A.1	GDV 7, 1 July 2018
83A.2	GDV 7, 1 July 2018
83A.3	GDV 7, 1 July 2018
83A.3(b)(i)(B)	GDV 13, 1 July 2021
83A.4	GDV 7, 1 July 2018
Heading 'Section B1.2 – Contacts'	GDV 1, 18 January 2016
84.1	GDV 3, 5 December 2016
84.1(a)	GDV 11, 1 July 2020
84.1(a)(i)	GDV 3, 5 December 2016
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
84.1(a)(ii)	GDV 3, 5 December 2016
	GDV 8, 1 January 2019
	GDV 11, 1 July 2020
84.1(b)	GDV 1, 18 January 2016
84.1(c)	GDV 1, 18 January 2016
	GDV 6, 1 January 2018
84.1(d)	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 6, 1 January 2018
84.1(e)	GDV 2, 1 July 2016
	GDV 6, 1 January 2018
	GDV 7, 1 July 2018

Clause	Variation, effective date
84.1(f)	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
84.2	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
	GDV 7, 1 July 2018
84.3	GDV 3, 5 December 2016
	GDV 7, 1 July 2018
84.4	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
85.1	GDV 2, 1 July 2016
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
85.1(f), (g), (h)	GDV 2, 1 July 2016
85.2	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
85.3	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
85.3(a), (c), (d)	GDV 11, 1 July 2020
85.3(b)	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
85.4	GDV 2, 1 July 2016
Heading 'Section B1.3 – Self-help Support for Stream Participants'	GDV 1, 18 January 2016
86.2	GDV 9, 1 July 2019
Heading 'Section B1.4 – Job Plans'	GDV 1, 18 January 2016
87.1	GDV 7, 1 July 2018
87.2	GDV 7, 1 July 2018
87.3	GDV 1, 18 January 2016
	GDV 7, 1 July 2018
87.4 Subheading 'Entering into a Job Plan'	GDV 7, 1 July 2018
87.4	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 7, 1 July 2018
87.4(b)	GDV 10, 1 January 2020
	GDV 12, 1 January 2021
	GDV 13, 1 July 2021
87.5 Subheading 'ParentsNext Volunteers'	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
87.5	GDV 2, 1 July 2016
	GDV 10, 1 January 2020
87.6	GDV 2, 1 July 2016

Clause	Variation, effective date
87.6(a)	GDV 7, 1 July 2018
	GDV 13, 1 July 2021
87.6(ii)	GDV 13, 1 July 2021
87.6(c)	GDV 6, 1 January 2018
87.6(d) and (e)	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
87.6(f)	GDV 7, 1 July 2018
87.7	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
87.8	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
Heading 'Section B1.5 – Employment Fund'	GDV 1, 18 January 2016
B1.5 Reader's Guide	GDV 1, 18 January 2016
	GDV 9, 1 July 2019
	GDV 10, 1 January 2020
88.2(a)	GDV 6, 1 January 2018
88.2(b) and Note	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
88.8	GDV 1, 18 January 2016
88.9(a)	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
88.9(b)	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
88.10	GDV 1, 18 January 2016
88.11	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
88.12	GDV 1, 18 January 2016
	GDV 7, 1 July 2018
	GDV 12, 1 January 2021
88.12(a), (b)	GDV 12, 1 January 2021
88.14(a)	GDV 1, 18 January 2016
	GDV 10, 1 January 2020
88.14(b)	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 10, 1 January 2020
88.14(c)	GDV 3, 5 December 2016
	GDV 5, 1 July 2017
	GDV 10, 1 January 2020
88.14(d)	GDV 10, 1 January 2020
88.15	GDV 10, 1 January 2020
88.15A	GDV 10, 1 January 2020
89 Note	GDV 1, 18 January 2016

Clause	Variation, effective date
	GDV 10, 1 January 2020
89.1	GDV 9, 1 July 2019
89.2	GDV 1, 18 January 2016
89.3	GDV 1, 18 January 2016
89.4	GDV 9, 1 July 2019
	GDV 10, 1 January 2020
89.5	GDV 9, 1 July 2019
	GDV 10, 1 January 2020
89.5 Note	GDV 10, 1 January 2020
89.6	GDV 9, 1 July 2019
	GDV 10, 1 January 2020
89.7	GDV 10, 1 January 2020
Heading 'Section B1.6 – Employment incentives'	GDV 1, 18 January 2016
90.1	GDV 12, 1 January 2021
90.2	GDV 12, 1 January 2021
90.3	GDV 12, 1 January 2021
90.4	GDV 12, 1 January 2021
90.5	GDV 12, 1 January 2021
90.6	GDV 12, 1 January 2021
Heading 'Section B1.7 – Vacancy management'	GDV 1, 18 January 2016
90A Heading 'Seasonal Work Incentives for Job Seekers Trial' and Reader's Guide	GDV 5, 1 July 2017
	GDV 9, 1 July 2019
90A.1	GDV 5, 1 July 2017
	GDV 9, 1 July 2019
90A.2	GDV 5, 1 July 2017
	GDV 9, 1 July 2019
90A.2(c)	GDV 10, 1 January 2020
90A.3	GDV 5, 1 July 2017
	GDV 9, 1 July 2019
	GDV 11, 1 July 2020
90A.4	GDV 5, 1 July 2017
	GDV 9, 1 July 2019
91.2	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
91.3(a) and (b)	GDV 2, 1 July 2016
91.3(c)	GDV 5, 1 July 2017
91.3 Note	GDV 2, 1 July 2016
91.4(d)(i)	GDV 1, 18 January 2016
91.4(d)(ii)	GDV 1, 18 January 2016
	GDV 7, 1 July 2018
Heading 'Section B1.8 – Participant Suspension and Exit from Employment Provider Services'	GDV 1, 18 January 2016
93.1(a)	GDV 10, 1 January 2020

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93.1(a)(iii)	GDV 8, 1 January 2019
93.2(a) and (b)	GDV 10, 1 January 2020
93.3 and (b)	GDV 10, 1 January 2020
93.4	GDV 10, 1 January 2020
93.5	GDV 10, 1 January 2020
93.6(a)(i), (ii), (iii), (iv), (b), (ii), (ii)	GDV 13, 1 July 2021
93.7	GDV 10, 1 January 2020
93.8 Subheading 'ParentsNext Participants and Volunteers'	GDV 10, 1 January 2020
93.8(a), (i), (ii), (iii), (b)	GDV 3, 5 December 2016
	GDV 10, 1 January 2020
95.1(c)	GDV 1, 18 January 2016
95.8 Subheading 'ParentsNext Participants'	GDV 10, 1 January 2020
95.8	GDV 3, 5 December 2016
	GDV 10, 1 January 2020
Heading 'Section B1.9 – New Enterprise Incentive Scheme Services'	GDV 1, 18 January 2016
97.1(b)	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
97.1(c), (d), (e)	GDV 3, 5 December 2016
97.2	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
Heading 'Section B1.10 – Performance management'	GDV 1, 18 January 2016
98.1(b)	GDV 1, 18 January 2016
98.6	GDV 4, 1 April 2017
98.7	GDV 4, 1 April 2017
	GDV 7, 1 July 2018
98.1	GDV 4, 1 April 2017
99.1	GDV 2, 1 July 2016
99.1(a)(i)(A), (1), (2), (b)	GDV 11, 1 July 2020
99.2(a)	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
99.2(d)	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
	GDV 13, 1 July 2021
99.2(e)(i), (ii), (iii)	GDV 13, 1 July 2021
99.2(f)	GDV 10, 1 January 2020
99.2(g) and (h)	GDV 6, 1 January 2018

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99.2(i)	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
101.1	GDV 10, 1 January 2020
101.9 Subheading 'Indigenous Outcomes Targets'	GDV 7, 1 July 2018
101.9	GDV 7, 1 July 2018
Chapter B2 Reader's Guide	GDV 2, 1 July 2016
Heading 'Section B2.1 – Stronger Participation Incentives Participants' and Reader's Guide	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
	GDV 10, 1 January 2020
101.2(d)	GDV 2, 1 July 2016
	GDV 3, 5 December 2016
101.2(f)	GDV 7, 1 July 2018
Heading 'Section B2.2 – Stream A (General) Participants'	GDV 1, 18 January 2016
Chapter B2.2 Reader's Guide	GDV 3, 5 December 2016
	GDV 7, 1 July 2018
	GDV 12, 1 January 2021
103.1(a)	GDV 8, 1 January 2019
103.1(b) and (c)	GDV 7, 1 July 2018
	GDV 13, 1 July 2021
103.1(d), (i), (ii)	GDV 13, 1 July 2021
103.2	GDV 3, 5 December 2016
Heading 'Section B2.3 – Stream B (General) Participants and Stream C Participants'	GDV 1, 18 January 2016
104.1(d)	GDV 3, 5 December 2016
104.1(e)	GDV 3, 5 December 2016
	GDV 8, 1 January 2019
104.1(f) and (g)	GDV 3, 5 December 2016
	GDV 7, 1 July 2018
	GDV 13, 1 July 2021
104.1(h), (i), (ii)	GDV 13, 1 July 2021
105A Heading 'Reserved'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
105A.1 Subheading 'Initial Interviews'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
105A.1	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
105A.2 Subheading 'Comprehensive Skills Assessments'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
105A.2	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
105A.3 Subheading 'Payment of TSP Members for Comprehensive Skills Assessments'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020

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105A.3	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
105A.4	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
105A.5 Subheading 'Reimbursement'	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
105A.5	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
105A.6	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
105.2(c)	GDV 10, 1 January 2020
Heading 'Chapter B3 – Targeted Compliance Framework and Activities'	GDV 7, 1 July 2018
Chapter B3 Reader's Guide	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
	GDV 13, 1 July 2021
Heading 'Section B3.1 – Mutual Obligation Requirements'	GDV 1, 18 January 2016
	GDV 7, 1 July 2018
106 Heading 'Mutual Obligation Requirements – Generally'	GDV 7, 1 July 2018
106.1	GDV 7, 1 July 2018
106.2	GDV 7, 1 July 2018
106.3 Subheading 'Monitoring and reporting for ParentsNext Participants'	GDV 10, 1 January 2020
106.3(a), (b), (c)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
106A Heading 'Personal responsibility and Monitoring'	GDV 7, 1 July 2018
106A.1	GDV 7, 1 July 2018
106A.2	GDV 7, 1 July 2018
106B Heading 'Active Management of Mutual Obligation Requirements'	GDV 7, 1 July 2018
106B.1	GDV 7, 1 July 2018
Heading 'Section B3.2 – Activities'	GDV 1, 18 January 2016
Section B3.2 'Activities' Reader's Guide	GDV 8, 1 January 2019
	GDV 13, 1 July 2021
107.1(a)(i), (A), (B), (ii), (iii), (b), (i), (ii)	GDV 13, 1 July 2021
107.1 Note 1 and Note 3	GDV 13, 1 July 2021
107.1A	GDV 3, 5 December 2016
107.4, (a), (i), (ii), (iii), (iv)	GDV 10, 1 January 2020
107.4(b), (c)	GDV 4, 1 April 2017
107.4(d)	GDV 4, 1 April 2017
	GDV 13, 1 July 2021

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107.4(e)	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
	GDV 13, 1 July 2021
107.4(f)	GDV 13, 1 July 2021
107.5(b)(ii) and (d)	GDV 10, 1 January 2020
107.5(c)	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
107.8(b)	GDV 4, 1 April 2017
107.10	GDV 4, 1 April 2017
	GDV 7, 1 July 2018
	GDV 13, 1 July 2021
107.12, (a), (b)	GDV 13, 1 July 2021
108.1(a), (h), (i)	GDV 1, 18 January 2016
108.1(b)	GDV 4, 1 April 2017
108.2 Subheading 'Who can participate in Work for the Dole activities'	GDV 4, 1 April 2017
108.2	GDV 4, 1 April 2017
108.3(b), (c), (i), (ii), (d)	GDV 13, 1 July 2021
108.3 Note	GDV 13, 1 July 2021
108.4A	GDV 6, 1 January 2018
108.5(a)	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
108.5(b) and (c)	GDV 6, 1 January 2018
108.7(a)	GDV 2, 1 July 2016
108.7(b)	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
108.8(a)	GDV 2, 1 July 2016
108.8(b)	GDV 1, 18 January 2016
	GDV 2, 1 July 2016
108.9	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
108.10(a)	GDV 4, 1 April 2017
108.10(b)	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
108.11 Subheading 'Work for the Dole Places that are Sourced by the Provider'	GDV 6, 1 January 2018
108.11	GDV 6, 1 January 2018
108.12	GDV 4, 1 April 2017
	GDV 6, 1 January 2018

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108.12(a) and (b)	GDV 4, 1 April 2017
108.12(c)(i)	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
108.12(c)(ii)	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
108.12(c) Note	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
108.13 Subheading 'Commencement of Fully Eligible Participants and DES Participants in Work for the Dole Places'	GDV 4, 1 April 2017
108.13(b)(i)	GDV 10, 1 January 2020
108.13A Subheading 'Replacement of Lead Provider for a Work for the Dole Activity'	GDV 6, 1 January 2018
108.13A	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
108.13A(a)(i)(A), (B)	GDV 6, 1 January 2018 GDV 10, 1 January 2020
108.13A(a)(i)(C)	GDV 10, 1 January 2020
108.13A(a)(ii) and (iii)	GDV 6, 1 January 2018
	GDV 9, 1 July 2019
	GDV 10, 1 January 2020
108.13A(b)	GDV 6, 1 January 2018
	GDV 10, 1 January 2020
108.15(b)	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
108.16	GDV 2, 1 July 2016
	GDV 6, 1 January 2018
108.17	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
108.18, (a), (b), (e), (f)	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
108.18(c) and (d)	GDV 6, 1 January 2018
108.19(a) and (e)	GDV 4, 1 April 2017
	GDV 10, 1 January 2020
108.20	GDV 6, 1 January 2018
108.21	GDV 4, 1 April 2017
108.21(a)	GDV 1, 18 January 2016
108.22 Note	GDV 10, 1 January 2020
108.23	GDV 10, 1 January 2020
109 Heading 'National Work Experience Programme Placements and Work Experience (Other) Placements'	GDV 1, 18 January 2016
	GDV 5, 1 July 2017
109.1	GDV 1, 18 January 2016

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	GDV 5, 1 July 2017
	GDV 10, 1 January 2020
109.1(a)	GDV 1, 18 January 2016
	GDV 13, 1 July 2021
109.1(b), (d), (e)	GDV 1, 18 January 2016
109.1(c)	GDV 1, 18 January 2016
	GDV 5, 1 July 2017
109.2	GDV 1, 18 January 2016
	GDV 5, 1 July 2017
109.3	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
109.4 Subheading 'NWEF Incentive for Activity Host Organisation'	GDV 7, 1 July 2018
109.4 and (a)	GDV 7, 1 July 2018
109.4(b)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
109.5, (a), (b), (c), (d)	GDV 7, 1 July 2018
109.5(d)	GDV 7, 1 July 2018
	GDV 8, 1 January 2019
	GDV 10, 1 January 2020
109A Heading 'PaTH Internships'	GDV 4, 1 April 2017
109A.1	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
109A.2	GDV 4, 1 April 2017
109A.3	GDV 4, 1 April 2017
109A.4	GDV 4, 1 April 2017
109A.5	GDV 4, 1 April 2017
109B Heading 'PaTH Internship Amounts payable to Activity Host Organisations'	GDV 4, 1 April 2017
109B.1	GDV 4, 1 April 2017
109B.2	GDV 4, 1 April 2017
109B.3	GDV 4, 1 April 2017
109B.4	GDV 4, 1 April 2017
109B.5	GDV 4, 1 April 2017
109C Heading 'Employability Skills Training'	GDV 4, 1 April 2017
109C.1	GDV 4, 1 April 2017
109C.2	GDV 4, 1 April 2017
109C.3	GDV 4, 1 April 2017
109C.4	GDV 4, 1 April 2017
109C.5	GDV 4, 1 April 2017
109C.6	GDV 4, 1 April 2017
109C.7	GDV 4, 1 April 2017

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109D Heading 'Launch into Work Placements'	GDV 6, 1 January 2018
109D.1	GDV 6, 1 January 2018
109D.1(a)	GDV 13, 1 July 2021
109D.2	GDV 6, 1 January 2018
109D.3	GDV 6, 1 January 2018
109D.4	GDV 6, 1 January 2018
109D.5	GDV 6, 1 January 2018
109E Heading 'Career Transition Assistance'	GDV 7, 1 July 2018
109E.1	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
109E.2	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
109E.2(b)	GDV 9, 1 July 2019
109E.2(c), (d), (e)	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
	GDV 12, 1 January 2021
109E.3	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
109E.3(a)	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
109E.3(b)	GDV 9, 1 July 2019
109E.4	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
109E.5	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
109E.6	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
109E.7	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
109E.8	GDV 7, 1 July 2018
	GDV 9, 1 July 2019
109F Heading 'Regional Employment Trials'	GDV 8, 1 January 2019
	GDV 13, 1 July 2021
109F.1, (a), (b)	GDV 8, 1 January 2019
	GDV 13, 1 July 2021
109F.2	GDV 8, 1 January 2019
	GDV 13, 1 July 2021
109F.3, (a), (b)	GDV 8, 1 January 2019
	GDV 13, 1 July 2021
109F.4	GDV 8, 1 January 2019
	GDV 13, 1 July 2021
109G Heading 'Harvest Trail Services'	GDV 11, 1 July 2020

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109G.1	GDV 11, 1 July 2020
109G.2, (a)-(c)	GDV 11, 1 July 2020
109G.2 Note 1 and Note 2	GDV 11, 1 July 2020
109G.3	GDV 11, 1 July 2020
109H Heading 'Local Jobs Program Activities'	GDV 12, 1 January 2021
109H.1, (b)	GDV 12, 1 January 2021
109H.1(a)	GDV 12, 1 January 2021
	GDV 13, 1 July 2021
109I. Heading 'SEE Program'	GDV 13, 1 July 2021
109I.1	GDV 13, 1 July 2021
109I.2, (a), (b), (c)	GDV 13, 1 July 2021
109I.3, (a), (b)	GDV 13, 1 July 2021
109I.4	GDV 13, 1 July 2021
109H.2	GDV 12, 1 January 2021
109H.3, (a), (b)	GDV 12, 1 January 2021
109H.4	GDV 12, 1 January 2021
110 Note	GDV 10, 1 January 2020
110.1	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
	GDV 6, 1 January 2018
	GDV 8, 1 January 2019
	GDV 12, 1 January 2021
	GDV 13, 1 July 2021
110.2(a)(i)	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
110.2(a)(ii)	GDV 5, 1 July 2017
	GDV 8, 1 January 2018
110.2(a)(iii)	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
	GDV 6, 1 January 2018
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	GDV 12, 1 January 2021
	GDV 13, 1 July 2021
110.2(a)(iii)(A), (B)	GDV 12, 1 January 2021
	GDV 13, 1 July 2021
110.2(a)(iv)	GDV 8, 1 January 2018
	GDV 12, 1 January 2021

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	GDV 13, 1 July 2021
110.2(vi)	GDV 8, 1 January 2018
110.2(a)(v)	GDV 2, 1 July 2016
	GDV 8, 1 January 2018
110.2(b)	GDV 2, 1 July 2016
	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
110.2(c)	GDV 2, 1 July 2016
	GDV 5, 1 July 2017
110.2(d)	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
110.3	GDV 4, 1 April 2017
	GDV 7, 1 July 2018
	GDV 13, 1 July 2021
110.3(a), (f)	GDV 8, 1 January 2019
110.3(b)	GDV 8, 1 January 2019
	GDV 10, 1 January 2020
110.3(c), (d), (e)	GDV 8, 1 January 2019
	GDV 12, 1 January 2021
	GDV 13, 1 July 2021
110.3(c)(i), (ii)	GDV 12, 1 January 2021
110.5 and (a)	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
	GDV 6, 1 January 2018
	GDV 8, 1 January 2019
	GDV 12, 1 January 2021
	GDV 13, 1 July 2021
110.5(b)	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
	GDV 8, 1 January 2019
	GDV 12, 1 January 2021
	GDV 13, 1 July 2021
110.5(c)	GDV 5, 1 July 2017
	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
110.5(d)	GDV 7, 1 July 2018
110.5(e)	GDV 5, 1 July 2017

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	GDV 7, 1 July 2018
110.5(f)	GDV 7, 1 July 2018
	GDV 8, 1 January 2019
	GDV 12, 1 January 2021
	GDV 13, 1 July 2021
110.5(g)	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
110.6	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
	GDV 8, 1 January 2019
	GDV 10, 1 January 2020
110.6(a)	GDV 4, 1 April 2017
110.7	GDV 10, 1 January 2020
110.8	GDV 4, 1 April 2017
111 Note	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
	GDV 12, 1 January 2021
	GDV 13, 1 July 2021
111.1(a) and (b)	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
111.1(c) and (d)	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
111.2	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
111.2 Note	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
	GDV 8, 1 January 2019
	GDV 9, 1 July 2019
	GDV 12, 1 January 2021
	GDV 13, 1 July 2021
111.3	GDV 1, 18 January 2016
	GDV 4, 1 April 2017
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111.3(b)(ii), (c), (d)	GDV 4, 1 April 2017
111.4	GDV 1, 18 January 2016
	GDV 4, 1 April 2017

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	GDV 5, 1 July 2017
	GDV 6, 1 January 2018
111.6	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
	GDV 7, 1 July 2018
	GDV 8, 1 January 2019
	GDV 13, 1 July 2021
111.6(a) and (b)	GDV 8, 1 January 2019
111.7(a)	GDV 4, 1 April 2017
	GDV 5, 1 July 2017
112.1(a), (b), (c)	GDV 4, 1 April 2017
112.1(d)	GDV 4, 1 April 2017
	GDV 6, 1 January 2018
Heading 'Section B3.3 – Job Search Requirements'	GDV 1, 18 January 2016
113.2(b)	GDV 7, 1 July 2018
113.3	GDV 1, 18 January 2016
	GDV 7, 1 July 2018
Heading 'Section B3.4 – Compliance Action'	GDV 1, 18 January 2016
	GDV 7, 1 July 2018
114 Heading 'Compliance Action – Mutual Obligation Failures'	GDV 7, 1 July 2018
114.1	GDV 7, 1 July 2018
114.1(b)(ii)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
114.2	GDV 2, 1 July 2016
	GDV 7, 1 July 2018
114.2(a)	GDV 11, 1 July 2020
114.2(a)(i), (iv)	GDV 7, 1 July 2018
114.2(a)(ii)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
114.2(a)(iii)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
114.2(b), (ii)	GDV 11, 1 July 2020
114.2 Note	GDV 11, 1 July 2020
114.3	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
114.4(b), (c)(i), (iv), (d), (e)(i), (ii)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
	GDV 13, 1 July 2021
114.4(iv), (d)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
114.4(c)(ii), (A), (B), (C), (D)	GDV 13, 1 July 2021
114.5	GDV 7, 1 July 2018

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	GDV 11, 1 July 2020
114.5(a)(i)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
	GDV 12, 1 January 2021
114.5(a)(ii)	GDV 12, 1 January 2021
	GDV 11, 1 July 2020
114.5(a)(iii)	GDV 11, 1 July 2020
114.5(a)(iv)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
114.5(b)	GDV 12, 1 January 2021
114.5(c), (i), (ii)	GDV 12, 1 January 2021
114.6	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
114.6(a)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
114.6(b)	GDV 7, 1 July 2018
	GDV 11, 1 July 2020
114.6(b)(i), (C), (D), (iv), (v)	GDV 11, 1 July 2020
114.6(b)(ii), (iii), (A), (B), (1), (2), (3), (4)	GDV 11, 1 July 2020
	GDV 13, 1 July 2021
114.6(c)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
	GDV 11, 1 July 2020
114.7	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
114.8	GDV 7, 1 July 2018
114.8(b), (i), (ii), (d)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
114.9	GDV 7, 1 July 2018
	GDV 8, 1 January 2019
	GDV 10, 1 January 2020
114.10	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
114.11	GDV 7, 1 July 2018
114.11(b)(i)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
114.12	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
115 Heading 'Compliance Action – Work Refusal Failures'	GDV 7, 1 July 2018
115.1	GDV 7, 1 July 2018
115.2	GDV 7, 1 July 2018

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115.3, (a), (b)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
115.4	GDV 7, 1 July 2018
115.4(a) and Note	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
115.5	GDV 7, 1 July 2018
115.5(b) and (c)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
116 Heading 'Compliance Action – Unemployment Failures'	GDV 7, 1 July 2018
116.1	GDV 7, 1 July 2018
116.2	GDV 7, 1 July 2018
116.2(b)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
116.3	GDV 7, 1 July 2018
116.3(a)(i)	GDV 7, 1 July 2018
	GDV 8, 1 January 2019
	GDV 10, 1 January 2020
116.3(a)(ii), (b), (c)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
116.4 and (b)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
117 Heading 'Non-compliance action for Disability Support Pension Recipients (Compulsory Requirements)'	GDV 7, 1 July 2018
117.1	GDV 2, 1 July 2016
	GDV 7, 1 July 2018
117.2	GDV 2, 1 July 2016
	GDV 7, 1 July 2018
117.2(a), (b), (c)	GDV 7, 1 July 2018
	GDV 10, 1 January 2020
117.3	GDV 2, 1 July 2016
	GDV 7, 1 July 2018
117.3(b)	GDV 10, 1 January 2020
118 Heading 'Delegate obligations'	GDV 7, 1 July 2018
118.1	GDV 7, 1 July 2018
118.1(a)(iii)	GDV 8, 1 January 2019
119 Heading 'Transition to Targeted Compliance Framework'	GDV 7, 1 July 2018
	GDV 13, 1 July 2021
119.1	GDV 7, 1 July 2018
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119.2	GDV 7, 1 July 2018
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Clause	Variation, effective date
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Clause	Variation, effective date
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Part E – National Harvest Labour Information Service

Clause	Variation, effective date
Heading 'Part E – National Harvest Information Service'	GDV 11, 1 July 2020
Chapter Heading 'Chapter E1 – National Harvest Information Service'	GDV 11, 1 July 2020
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Clause	Variation, effective date
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136.9, (a), (i)-(iii), (b), (c)	GDV 11, 1 July 2020
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136.10, (a), (i)-(iii), (b)	GDV 11, 1 July 2020
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137 Heading 'National Harvest Labour Information Service – Fees'	GDV 11, 1 July 2020
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Schedule 1 – Deed and business details

Clause	Variation, effective date
Items 3, 4, 6, 7	GDV 3, 5 December 2016
Items 8 and 9	GDV 3, 5 December 2016
	GDV 11, 1 July 2020

Workforce Australia Services Deed of Standing Offer 2022 - 2028

Effective 1 July 2022

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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 - WORKFORCE AUSTRALIA SERVICES
4. ATTACHMENTS AND THE SCHEDULE TO THIS DEED
5. THE GUIDELINES.

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

There are 4 CHAPTERS and 1 ANNEXURE in PART A – GENERAL TERMS AND CONDITIONS:

- | | |
|---------------|--|
| CHAPTER A1 – | INTRODUCTION |
| CHAPTER A2 – | BASIC CONDITIONS |
| CHAPTER A3 – | INFORMATION MANAGEMENT |
| CHAPTER A4 – | DEED ADMINISTRATION |
| ANNEXURE A1 – | TEMPLATE WORK ORDER (WORKFORCE AUSTRALIA SERVICES) |

There are 6 CHAPTERS and 2 ANNEXURES in PART B – WORKFORCE AUSTRALIA SERVICES:

- | | |
|---------------|---|
| CHAPTER B1 – | GENERAL REQUIREMENTS |
| CHAPTER B2 – | SERVICING PARTICIPANTS |
| CHAPTER B3 – | ACTIVITIES AND SUPPORTING PROGRAMS |
| CHAPTER B4 – | PARTICIPANT REQUIREMENTS AND COMPLIANCE |
| CHAPTER B5 – | SERVICING EMPLOYERS |
| CHAPTER B6 – | PAYMENTS |
| ANNEXURE B1 – | PAYMENTS AND EMPLOYMENT FUND CREDITS |
| ANNEXURE B2 – | OUTCOMES |

There are 3 ATTACHMENTS to this Deed:

- | | |
|----------------|-------------------|
| ATTACHMENT 1 – | DEFINITIONS |
| ATTACHMENT 2 – | JOINT CHARTER |
| ATTACHMENT 3 – | SERVICE GUARANTEE |

There is one SCHEDULE to this Deed, *Deed and Panel Member* details, which contains details which are particular to the Panel Member including the Sub-panels to which the Panel Member has been appointed.

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 DEED OF STANDING OFFER STRUCTURE

The Department has established the Panel with Panel Members for delivery of employment services as part of Workforce Australia Services. By entering into this Deed, the Panel Member makes an irrevocable standing offer to supply the Services to the Department in accordance with any Work Order issued by the Department. See clause 5.

A Head Licence is formed when the Department issues a Work Order. Under a Head Licence, the Panel Member will be required to deliver Workforce Australia Services in particular Employment Regions. See clauses 5.3 and 10.1.

For each Employment Region, the Department has established a Sub-panel with Panel Members appointed for the particular Employment Region. The Panel Member has been appointed to the Sub-panels for the Employment Regions specified at Item 3 of the Schedule. See clause 6. The rights and obligations that the Panel Member has under a Head Licence, and that relate to the delivery of Workforce Australia Services in a particular Employment Region, are referred to as a 'Licence'. Under a Licence, the Panel Member will be either a Specialist Provider or a Generalist Provider. In particular, the Panel Member will be a Specialist Provider or a Generalist Provider with respect to the particular Site(s) covered by the relevant Licence. However, the Provider may be both a Generalist Provider and a Specialist Provider at a particular Site (covered by two separate Licences).

In order to maintain its membership of the Panel, the Panel Member must comply with certain minimum requirements, whether or not the Panel Member has been issued with a Head Licence. See clause 7.

Every clause in this Deed applies to the Panel Member if it does not have a Head Licence, except for particular clauses that only relate specifically to the delivery of Workforce Australia Services. See clause 7.5.

The terms and conditions of each Head Licence are:

- (a) clauses 14 onwards in Part A – General Terms and Conditions, and all the clauses in Part B – Workforce Australia Services, (except that any references in those clauses to "this Deed" are taken to be a reference to "this Head Licence"); and
- (b) the provisions of the Work Order.

See clause 10.

The Department will undertake Annual Licence Reviews, and may extend, not extend or end a Licence, depending on the Provider's performance indicated by the results of those reviews. See clause 12.1.

Note: In this Deed, the Panel Member is referred to as 'the Provider' once it has been issued with a Head Licence.

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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 and any Head Licence, 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 or any Head Licence;
- (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 or any Head Licence;
- (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 Panel Member agrees that:
- (a) Conditions of Offer form part of this Deed and any Head Licence;
 - (b) Guidelines form part of this Deed and any Head Licence;
 - (c) it must perform all obligations in this Deed and any Head Licence 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 and/or any Head Licence, 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 or any Head Licence does not in any way limit the Department's other rights under this Deed, any Head Licence or the law.
- 1.5 For avoidance of doubt, the Department's exercise of any right under this Deed or any Head Licence, except under clause 66, 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 163 and ATTACHMENT 1 – DEFINITIONS;
 - (c) any annexures to this Deed;
 - (d) SCHEDULE – DEED AND PANEL MEMBER DETAILS;
 - (e) the Particulars;
 - (f) any Guidelines;
 - (g) ATTACHMENT 2 – JOINT CHARTER and ATTACHMENT 3 – SERVICE GUARANTEE; and
 - (h) 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 Panel Member an extension of the Term of this Deed:
- (a) for one or more Extended Service Periods up to a maximum total period of four 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 Panel Member not less than 20 Business Days prior to the Deed Completion Date.
- 3.3 If:
- (a) the Department offers the Panel Member an extension of the Term of this Deed under clause 3.2; and
 - (b) the Panel Member accepts the offer,
- the Term of this Deed will be extended in accordance with the offer.

Note: The Term of this Deed differs from the Term of a Head Licence. The Term of a Head Licence is covered by clause 10.3.

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 19 (Information provided to the Department), 20 (Records to be provided), 21 (General reporting), 26 (Provider's obligation to assist and cooperate with the Department and others), 28 (Evidence to support entitlement to Payments), 32 (Debts and offsetting), 36 (Evaluation activities), 39 (General), 40 (Access and information security assurance), 41 (Intellectual Property Rights), 42 (Moral Rights), 43 (Personal and Protected Information), 44 (Confidential Information), 45 (Records the Provider must keep), 46 (Public Sector Data), 47 (Access by Participants and Employers to Records held by the Provider), 48 (Access to documents for the purposes of the *Freedom of Information Act 1982* (Cth)), 49 (Program Assurance Activities and audits), 50 (Access to Material), 51 (Indemnity), 52 (Insurance), 53 (Liability of the Provider to the Department), 61 (Dispute Resolution), 63 (Remedies), 65 (Liquidated Damages), 68 (Transition out leading up to expiry, termination or reduction in scope of this Deed), 73 (Protection of rights) and 78 (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 50 (Access to Material) of this Deed survives for seven years from the expiry or earlier termination of this Deed.

Section A2.2 - Formation of Panel and refresh

5. Formation of the Panel and standing offer

- 5.1 The Department has established the Panel with Panel Members for delivery of employment services as part of Workforce Australia Services.
- 5.2 By entering into this Deed, the Panel Member makes an irrevocable standing offer to supply the Services to the Department in accordance with any Work Order issued by the Department.

Note: A Head Licence is formed in accordance with clause 10.1 when the Department issues a Work Order.
- 5.3 Under a Head Licence, the Panel Member will be required to deliver the Services in accordance with Part B – Workforce Australia Services and as otherwise specified in this Deed.

6. Sub-panels

- 6.1 The Department has established a Sub-panel for each Employment Region with Panel Members appointed for the particular Employment Region.
- 6.2 The Panel Member has been appointed to the Sub-panels specified at Item 3 of the Schedule.
- 6.3 The Department may, at its absolute discretion, remove the Panel Member from a Sub-panel, by providing Notice to the Panel Member, if:
 - (a) the Panel Member requests, by Notice to the Department, to be removed from the Sub-panel; or
 - (b) the Licence for the relevant Employment Region is removed from the Head Licence by the Department in accordance with this Deed or the Head Licence.
- 6.4 If the Panel Member ceases to be appointed to a Sub-panel during the Term of this Deed for any reason, the Department may issue an updated Schedule to the Panel Member to reflect that event.

7. Minimum requirements for maintaining Panel membership

- 7.1 In order to maintain its membership of the Panel, the Panel Member must:
 - (a) if it has not been issued with a Head Licence:
 - (i) be ready, willing and able to comply with:

- (A) clause 40, including by obtaining and maintaining accreditation for any Provider IT System in accordance with the requirements and timeframes set out in the ESAF; and
 - (B) clause 95, including by obtaining a Quality Assurance Framework Certificate within the timeframe specified in that clause,
 - if it is issued with a Head Licence by the Department; and
 - (ii) effect and maintain or cause to be effected and maintained, the insurances specified at clauses 52.1(a) and 52.1(b);
 - (b) if it has been issued with a Head Licence, comply with:
 - (i) clause 40, including by obtaining and maintaining accreditation for any Provider IT System in accordance with the requirements and timeframes set out in the ESAF; and
 - (ii) clause 95, including by obtaining a Quality Assurance Framework Certificate within the timeframe specified in that clause;
 - (c) maintain its capacity and capability to provide the Services in the Employment Regions for which the Panel Member has been appointed to a Sub-panel, as specified in its response to any request for proposal relating to any Services under this Deed, including with regard to its financial viability; and
 - (d) continue to comply with all relevant Commonwealth Procurement Connected Policies (specified at <https://www.finance.gov.au/government/procurement/buying-australian-government/procurement-connected-policies>).
- 7.2 To avoid doubt, clauses 7.1(c) and 7.1(d) apply whether or not the Panel Member has a current Head Licence.
- 7.3 The Department may conduct an assessment of whether the Panel Member is compliant with clause 7.1 at any time.
- 7.4 The Department may:
- (a) remove the Panel Member from the Panel (by terminating this Deed under clause 67); and/or
 - (b) terminate any Head Licence,
- if at any time the Panel Member fails to comply with clause 7.1 as determined by the Department at its absolute discretion.

7.5 For avoidance of doubt, every clause in this Deed applies to the Panel Member if it does not have a Head Licence, except for the following clauses:

- (a) those clauses in Part A – General Terms and Conditions which relate solely to the Services; and
- (b) all the clauses in Part B – Workforce Australia Services.

8. Panel and Sub-panel refresh

8.1 The Department may, at its absolute discretion, at any time during the Term of this Deed, refresh the Panel or any Sub-panel, including where the Department identifies the need to add Panel Members due to:

- (a) past or anticipated changes to the membership of the Panel or any Sub-panel, including where it is anticipated that a Panel Member will no longer be on the Panel or the Sub-panel in the future, and/or where it is anticipated that the scope of the employment services provided by a Panel Member will change;
- (b) changes to the make-up and/or operation of the labour market resulting in the Department seeking greater diversity of Panel Members;
- (c) the current or anticipated demand for employment services not being met by existing Panel Members;
- (d) one or more Panel or Sub-panel reviews demonstrating that value for money is not being provided by existing Panel Members for employment services; or
- (e) specific skill sets required for employment services being unavailable from existing Panel Members.

8.2 A Panel or Sub-panel refresh may result in one or more of the following:

- (a) adding new types of employment services to the services being delivered by the Panel or Sub-panel; or
- (b) adding Panel Members.

8.3 All responses to any approach to market as part of a Panel or Sub-panel refresh will be evaluated in accordance with the same or substantively equivalent evaluation process used when evaluating responses to the initial request for proposal for the delivery of Workforce Australia Services.

8.4 To avoid doubt, the Department will not require the Panel Member to respond to an invitation to participate in a Panel or Sub-panel refresh unless:

- (a) the Panel Member wishes to be considered for delivery of services in any Employment Region in relation to which the Panel Member is not already on a Sub-panel; and/or
- (b) the Panel or Sub-panel refresh is to add new types of services to those already being delivered by the Panel or Sub-panel, and the Panel Member wishes to be considered for delivery of services of that type.

9. Issuing a Work Order

- 9.1 The Department may issue a Work Order to the Panel Member.
- 9.2 The Panel Member acknowledges and agrees that the Department has absolute discretion about whether to issue a Work Order.
- 9.3 In determining whether to issue a Work Order, the Department will make a value for money assessment and may have regard to any information available to it and any matter it considers relevant, including:
- (a) whether the Panel Member has been appointed to the Sub-panel for the relevant Employment Region;
 - (b) the performance of the Panel Member in providing Services under any previous or current Head Licence;
 - (c) the capacity of the Panel Member (including, if relevant, of any Subcontractors) to provide the Services to Participants in the relevant Employment Region, as demonstrated by:
 - (i) the Department's assessment of the Panel Member's capacity in any procurement process leading to the execution of this Deed;
 - (ii) the Department's assessment of the Panel Member's capacity to provide the Services; and
 - (iii) the Department's assessment of the risk for the Commonwealth in issuing a Work Order and managing any ensuing Head Licence;
 - (d) government priorities; and
 - (e) labour market conditions and employment opportunities.
- 9.4 The Panel Member must immediately acknowledge receipt of any Work Order by providing Notice (signed by an individual duly authorised by the Panel Member to provide the acknowledgement on behalf of the Panel Member) to the Department.

10. Formation of Head Licences

- 10.1 The Panel Member acknowledges and agrees that:
- (a) a contract is formed between the Department and the Panel Member when the Department issues a Work Order under clause 9, and that contract is a Head Licence for the purposes of this Deed; and
 - (b) the terms and conditions of each Head Licence are:
 - (i) clause 4 and clauses 14 to 163 of this Deed, except that any references in those clauses to "this Deed" are taken to be a reference to "this Head Licence"; and
 - (ii) the provisions of the Work Order.

Note: In this Deed, the Panel Member is referred to as 'the Provider' once it has been issued with a Head Licence.

- 10.2 The Department is not liable for any services provided, or expenditure incurred by the Panel Member outside the scope of a Work Order that has been issued under clause 9.
- 10.3 Each Head Licence formed under clause 10.1 begins on the Head Licence Start Date and continues for the duration of the Head Licence Term.
- 10.4 The Department may, at its absolute discretion, extend any Head Licence Term:
- (a) for one or more Extended Head Licence Periods; and
 - (b) on the same terms and conditions as the relevant Head Licence, unless otherwise agreed by the Parties,

by giving Notice to the Panel Member not less than 20 Business Days prior to the relevant Head Licence End Date.

Note: The Deed and any Head Licence are separate agreements. The Head Licence Term differs from the Term of this Deed. The Term of this Deed is covered by clause 3.

- 10.5 To the extent that the Parties have not completed the details of particular items in a Work Order, unless otherwise stated in the Work Order or this Deed, those items will be taken to be 'not applicable' for the purposes of the relevant Head Licence.
- 10.6 To the extent of any inconsistency between two or more documents which form part of a Head Licence, those documents will be interpreted in the following descending order of priority:
- (a) the relevant Work Order (including any Special Conditions); and
 - (b) the applicable provisions of this Deed, as specified in clause 10.1(b)(i).

11. Consequences of earlier termination of this Deed

- 11.1 Unless otherwise directed by the Department in writing, the earlier termination of this Deed will not affect the validity of any Head Licences between the Parties and each Head Licence will continue in accordance with its terms until its expiry or termination.

12. Licences

- 12.1 Each Head Licence may set out the details of one or more Licences, including the Licence Period for each Licence. The Department may, at its absolute discretion:
- (a) extend any Licence Period;
 - (b) not extend any Licence Period; or
 - (c) end any Licence,
- and may have regard to any matter including the Workforce Australia Employment Services Provider Performance Framework, and/or the outcome of any Annual Licence Review under clause 93, in doing so.

Note: As part of a Licence, the Panel Member may only be delivering Workforce Australia Services from particular Sites within an Employment Region, rather than across the whole of the Employment Region.

13. No guarantee or exclusivity

13.1 Despite any other provision of this Deed:

- (a) the Department does not guarantee or make any assurance that it will issue a Work Order to the Panel Member under this Deed;
- (b) the Department may, at its absolute discretion:
 - (i) change the number of Head Licences or Licences; and/or
 - (ii) issue Head Licences or Licences of varying duration, including short-term Head Licences or Licences,in relation to any Employment Region; and
- (c) the Panel Member agrees that there is no maximum or minimum number of Head Licences or Licences that may be issued during the Term of this Deed.

Section A2.3 – Some basic rules about Services

14. General Requirements

14.1 The Provider must carry out the Services:

- (a) in accordance with:
 - (i) this Deed, as relevant to the Services;
 - (ii) any Head Licence for the relevant Head Licence Term;
 - (iii) any Licence for the relevant Licence Period; and
 - (iv) any representation or undertaking made by the Provider in its response to any request for proposal relating to the Services, unless otherwise agreed with the Department;
- (b) in a manner which meets the objectives of the Services as specified in any request for proposal for this Deed; and
- (c) so as to achieve optimum performance when measured against the Workforce Australia Employment Services Provider Performance Framework.

14.2 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.

15. Accessibility

15.1 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; and
- (b) 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 15.1(a).

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

16. Use of interpreters

16.1 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.

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

16.3 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.

16.4 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.

17. Provider's conduct

17.1 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.

17.2 The Provider must:

- (a) not engage in, and must ensure that its Personnel, Subcontractors, Related Entities, Third Party IT Vendors and agents do not engage in, any practice that manipulates or impacts, as relevant, any aspect of the Services including any:
 - (i) Record, including any Documentary Evidence;
 - (ii) Outcome or Work for the Dole Place;
 - (iii) Wage Subsidy;
 - (iv) Payment or Payment related process;
 - (v) Participant, Host Organisation or Employer; or
 - (vi) monitoring of the Services by the Department,with the effect of improperly, as determined by the Department, maximising payments to, or otherwise obtaining a benefit (including with regard to performance assessment) for, the Provider or any other entity; and
- (b) if it identifies an improper practice, immediately:
 - (i) take all action necessary to either stop the practice or otherwise change the practice so that the Provider is not in breach of clause 17.2(a); and
 - (ii) Notify the Department of the practice identified and the action taken by the Provider under clause 17.2(b)(i), and provide all information in relation to the situation as required by the Department.

17.3 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 any request for proposal for this Deed or in clause 87; or
- (b) the requirements of this Deed.

- 17.4 Where the Department determines that the Provider has breached clause 17.2 or 17.3, the Department may, at its absolute discretion and by Notice to the Provider:
- (a) exercise any remedies specified in clause 63.2; or
 - (b) terminate this Deed under clause 67.
- 17.5 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.dese.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.
- 17.6 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.

18. Joint Charter

- 18.1 The Department and the Provider agree to conduct themselves in accordance with the Joint Charter.

19. Information provided to the Department

- 19.1 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 19.1(a); and
 - (c) any data entered into the Department's IT Systems is consistent with any associated Documentary Evidence held by the Provider.

20. Records to be provided

- 20.1 Without limiting its obligations under clause 50, 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.

21. General reporting

- 21.1 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; and
 - (ii) the financial status of the Provider; 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 21.1(a) or those otherwise required under this Deed.
- 21.2 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.
- 21.3 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.

22. Liaison and directions

Note: Pursuant to clause 10.1(b), this clause also applies to a Head Licence and all references to 'this Deed' are taken to be a reference to 'Head Licence'.

- 22.1 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 22.1(a) includes, for example, an auditor appointed by the Department.

- 22.2 For the day to day management of, and communication under, this Deed, the Department and the Provider must respectively nominate an Account Manager 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.
- 22.3 The Provider must provide all reasonable assistance to the Commonwealth in relation to the Social Security Appeals Process including ensuring the availability of its Personnel, agents and Subcontractors to appear at hearings (including appeals to any court or tribunal) and to provide witness or other statements as required by the Department.
- 22.4 The Provider must notify Services Australia of any change in the circumstances of a Participant that impacts on their Income Support Payments and do so within five Business Days of becoming aware of the change in circumstances.
- 22.5 The Provider must respond within five Business Days to any request for information by Services Australia or the Department about any change in circumstances referred to in clause 22.4.

23. Business level expectations

- 23.1 The Department provides no guarantee of:
 - (a) the volume or type of business the Provider will receive, including the number of Referrals;
 - (b) the numbers of Participants for any Services;
 - (c) the numbers of Participants for any Employment Region; or
 - (d) the accuracy of market and other information provided in any request for proposal for this Deed.

24. Action to address unmet demand and gaps in employment services

- 24.1 For the purposes of addressing unmet demand and gaps in employment services, the Department may:
 - (a) agree with the Provider to the provision of additional employment services by the Provider, including in additional Employment Regions, on the same terms as specified in this Deed, and vary the Provider's Head Licence accordingly;

- (b) agree with other Panel Members for them to provide additional employment services in any Employment Region;
- (c) where the Department determines, at its absolute discretion, that it cannot address any unmet demand or gap in employment services through a Sub-panel or the Panel, undertake a refresh of the Sub-panel or the Panel in order to address the relevant unmet demand or gap; or
- (d) undertake any other process that delivers a value for money outcome for the Commonwealth, including by distributing Business Share among Panel Members in any Employment Region.

25. Additional Services

- 25.1 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.

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

- 26.1 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 – Workforce Australia Services).
- 26.2 The assistance and cooperation the Provider must provide under clause 26.1 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 A2.4 – Some basic rules about financial matters

27. General

- 27.1 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 any Head Licence.
- 27.2 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.

- 27.3 Where the Department determines that the Provider is in breach of clause 27.2, 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 32, and exercise any other remedies specified in clause 63.2.
- 27.4 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.
- 27.5 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.
- 27.6 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.

28. Evidence to support entitlement to Payments

- 28.1 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.

- 28.2 If:
- (a) the Provider does not comply with a request by the Department under clause 28.1, 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 32, and exercise any other remedies specified in clause 63.2.
- 28.3 The Department may contact Employers, Host Organisations or Participants or any other relevant parties to verify Documentary Evidence provided by a Provider.

29. Exclusions

- 29.1 The Department will not pay any money to the Provider in excess of the Payments.
- 29.2 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.
- 29.3 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.

30. Ancillary Payments

- 30.1 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.

31. Overpayment and double payment

Overpayment

- 31.1 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 32.

Double payment

- 31.2 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.
- 31.3 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.
- 31.4 For the purposes of clause 31.2, 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 32.
- 31.5 Regardless of any action the Department may take under clause 31.3, 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 31.3.

32. Debts and offsetting

- 32.1 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 32.1(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 32.1(a) and/or 32.1(b).

- 32.2 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.
- 32.3 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.

33. Taxes, duties and government charges

- 33.1 Unless expressly stated to the contrary, all dollar amounts in this Deed are inclusive of GST.
- 33.2 If a Payment is not in relation to a Taxable Supply, the Provider must only claim or accept an amount exclusive of GST.
- 33.3 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.
- 33.4 The Provider must not claim or accept from the Department any amount for which it can claim an Input Tax Credit.
- 33.5 Where any debt is repaid, including by offset under clause 32.1(b), an Adjustment Note must be provided to the Department if required by the GST Act.
- 33.6 Subject to this clause 33, all taxes, duties and government charges imposed in Australia or overseas in connection with this Deed must be borne by the Provider.

34. Fraud

- 34.1 The Provider must:
- (a) not engage in, and must ensure that its Personnel, Subcontractors, Third Party IT Vendors and agents do not engage in, fraudulent activity in relation to this Deed; and
 - (b) take all reasonable steps to prevent fraud upon the Commonwealth, including the implementation of an appropriate fraud control plan, a copy of which must be provided to the Department on request.
- 34.2 If, after investigation, the Department considers that the Provider has failed to comply with clause 34.1, the Department may:
- (a) exercise any remedies specified in clause 63.2; or
 - (b) terminate this Deed under clause 67,
- 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.

35. Financial statements and guarantees

- 35.1 Subject to clause 35.3, 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.
- 35.2 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.
- 35.3 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.
- 35.4 The Provider must ensure that any guarantee provided in accordance with clause 35.3(b) remains in place until the Department Notifies the Provider that it is no longer required.
- 35.5 If an Insolvency Event occurs in relation to the Related Entity that has provided the guarantee under clause 35.3(b)(ii), the Provider must replace the performance guarantee to the Department's complete satisfaction within five Business Days of such an event occurring.
- 35.6 Any guarantee provided under clause 35.3(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.
- 35.7 If the Provider fails to provide or maintain any guarantee required by clause 35.3(b), the Department may withhold all or part of any Payment until the Provider meets that obligation.

- 35.8 If the Department exercises any or all of its rights under any guarantee provided under clause 35.3(b), the Department will not be liable for, and the Provider releases the Department from liability for, any resultant Loss by the Provider.

Section A2.5 – Assessment and management of Provider's performance

36. Evaluation activities

- 36.1 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 50; and
 - (b) it will fully cooperate with the Department in relation to all such activities.

37. Sample reviews

- 37.1 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 63.2 in relation to the Deemed Invalid Claims.
- 37.2 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.

37.3 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 37.5, 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').

37.4 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 63.2; or
- (b) exercise any of its rights under clause 67.

Sampling methodology

37.5 For the purposes of clause 37.3, 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 37; and
- (b) will provide at least a 95% confidence level that the proportion and/or value of Invalid Claims identified in the Sample Review can be extrapolated as specified in clause 37.3.

37.6 The Department must disclose the methodology used in a Sample Review to the Provider before exercising the Department's rights under clause 37.4.

Section A2.6 – Customer feedback

38. Customer feedback process

38.1 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.
- 38.2 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.
- 38.3 Upon request, the Provider must give to the Department and Customers copies and details of the process it has established to manage Customer feedback.
- 38.4 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

39. General

- 39.1 The Provider must conduct the Services by Accessing the Department's IT Systems provided by the Department for that purpose.
- 39.2 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.
- 39.3 The Provider must not allow any Provider Personnel 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.
- 39.4 The Provider is responsible for all costs of meeting its obligations under this clause 39.

40. Access and information security assurance

Access to the Department's IT Systems

- 40.1 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 40.

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.

40.2 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.

40.3 The Provider must:

- (a) advise the Department by email to securitycompliancesupport@dese.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).

40.4 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.

40.5 Subject to the requirements of the ESAF, the Provider must, and must ensure that its Subcontractors:

(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 Head Licence Completion Date.

40.6 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.

40.7 If the Provider or any Subcontractor does not obtain accreditation or reaccreditation within the timeframes specified in the ESAF or this clause 40, 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.

40.8 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 IT Employment System:

(i) ensure that the relevant Third Party IT Vendor has entered into a Third Party IT Vendor Deed with the Department in relation to the Third Party IT 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.

Technical advice

40.9 The Provider must:

- (a) nominate Personnel ('IT Contact') by email to their Account Manager 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

- 40.10 The Provider must comply, and ensure that its Subcontractors and Third Party IT Vendors comply, with the Department's Security Policies, as relevant.
- 40.11 The Provider must ensure that a Security Contact is appointed at all times during the Term of this Deed, and that, at all times, the Department has up-to-date contact details for the current Security Contact.
- 40.12 The Provider must (through its Security Contact) promptly report all breaches of IT security to the Employment Systems Service Desk, including where any of its Personnel or any Subcontractor suspect that a breach may have occurred or that any entity may be planning to breach IT security, and provide updates on their resolution.
- 40.13 Where the Department considers that the Provider may be in breach of this clause 40, 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.

40.14 Where the Department determines that the Provider is in breach of, or has previously breached, this clause 40, the Department may immediately exercise any remedies specified in clause 63.2.

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

Cybersafety Policy

40.16 For the purposes of clauses 40.17 to 40.18:

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

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

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

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

Section A3.2 – Intellectual Property Rights and Moral Rights

41. Intellectual Property Rights

41.1 This clause 41 does not affect the ownership of the Intellectual Property Rights in any Existing Material or Third Party Material.

41.2 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.

41.3 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.

- 41.4 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.
- 41.5 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.
- 41.6 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.
- 41.7 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 41.
- 41.8 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.

42. Moral Rights

- 42.1 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.
- 42.2 In this clause 42, '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

- 42.3 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/government/commonwealth-coat-arms>).

Section A3.3 – Control of information

43. Personal and Protected Information

- 43.1 Clauses 43.2 to 43.7 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.
- 43.2 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 43 expressly requires the Provider to comply with an APP that applies only to an organisation, and subject to clause 43.3, to carry out and discharge the obligations contained in the APPs as if it were an agency;

- (c) subject to clause 43.3, 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 43;
- (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 43, including to undertake in writing to comply with the APPs (or a registered APP code, where applicable); and

- (m) otherwise comply with any Guidelines.

43.3 The Provider will not, by reason of this clause 43, be bound by any provision of the *Privacy (Australian Government Agencies – Governance) APP Code 2017*.

43.4 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.

43.5 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 43 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

43.6 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.

43.7 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

- 43.8 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).

44. Confidential Information

Confidential information not to be disclosed

- 44.1 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.
- 44.2 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

- 44.3 The obligations on the Parties under this clause 44 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

- 44.4 Where the Provider discloses Confidential Information to its Personnel pursuant to clause 44.3(a) or 44.3(b), the Provider must notify the Personnel that the information is Confidential Information.

No reduction in privacy obligations

- 44.5 Nothing in this clause 44 limits the obligations of the Provider under clauses 43, 49 or 50.

Section A3.4 – Records management

45. Records the Provider must keep

45.1 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.

45.2 Notwithstanding this clause 45, 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

45.3 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

45.4 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.

- 45.5 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.
- 45.6 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

- 45.7 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 45 in respect of any such Records.

46. Public Sector Data

- 46.1 Subject to passage of the *Data Availability and Transparency Bill 2020* (Cth) ('the Bill'), 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 Bill.

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

- 46.2 Where Notified under clause 46.1, 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, including by:
 - (i) providing access to the Department to any External IT System for the purposes of regular and automated retrieval of Records through the Department's IT Systems; and
 - (ii) manipulating or enhancing the Public Sector Data as required by the Department before providing it to the Department or a third party; 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 Bill.
- 46.3 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 Bill.
- 46.4 The Provider agrees that compliance with this clause 46 is at the Provider's own cost.

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

- 47.1 Subject to this clause 47, 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 47.3.
- 47.2 The Provider must, in providing access to the requested Records in accordance with clause 47.1:
- (a) ensure that the relevant Participant or Employer requesting the access in clause 47.1 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 47.1 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.
- 47.3 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.
- 47.4 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.

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

- 48.1 In this clause 48, 'document' has the same meaning as in the *Freedom of Information Act 1982* (Cth).

48.2 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 48.

49. Program Assurance Activities and audits

49.1 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.

49.2 Each Party must bear its own costs in relation to any action under this clause 49.

49.3 The Provider's compliance with this clause 49 does not in any way reduce the Provider's responsibility to perform its obligations in accordance with this Deed.

50. Access to Material

50.1 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.

- 50.2 For the purposes of clauses 49.1 and 50.1, 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 49.1;
 - (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.
- 50.3 Subject to clause 50.4, the obligations referred to in clause 50.2 are subject to the Department providing reasonable prior notice to the Provider and compliance with the Provider's reasonable security procedures.
- 50.4 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;

- (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 50.3 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 50.4, provided that, in the case of clauses 50.4(a) and 50.4(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).

- 50.5 Each Party must bear its own costs in relation to any action under this clause 50.
- 50.6 The Provider's compliance with this clause 50 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

51. Indemnity

- 51.1 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 94.2 or 70, 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.

- 51.2 The liability of the Provider to indemnify the Department under this clause 51 will be reduced proportionately to the extent that fault on the Department's part contributed to the relevant Loss.
- 51.3 The Department's right to be indemnified under this clause 51 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

- 51.4 In this clause 51, 'fault' means any negligent or unlawful act or omission or wilful misconduct, including fraud.

52. Insurance

- 52.1 Subject to this clause 52 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 52.1(b)(i)(A) and the professional indemnity insurance or errors and omissions insurance at clause 52.1(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 53; 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 52.1(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 52.1(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 Head Licence 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 53 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 affected, 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 53; 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 52.1(b)),

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

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

- (i) on the Provider's premises;
- (ii) undertaking employment services activities, but not including undertaking an Activity or any other activity specified in any Guidelines; and
- (iii) travelling between:
 - (A) the Provider's premises and the Participant's home or Services Australia following Referral;
 - (B) the Provider's premises and employment services activities and other activities that the Provider may require the Participant to undertake; and
 - (C) the Participant's home and employment services activities and other activities that the Provider may require the Participant to undertake, following referral by the Provider;

Note: The personal accident insurance referred to in clause 52.1(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 52.1(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.

52.2 The Provider must also affect and maintain, or cause to be affected 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.

52.3 Unless otherwise agreed by the Department in writing, all insurances required under this clause 52 (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.

52.4 Each of the insurances required by this clause 52 (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.
- 52.5 Clauses 52.4(a), 52.4(c) and 52.4(e) do not apply to any personal accident insurance required by this clause 52, and clause 52.4(a) does not apply to any professional indemnity or errors and omissions insurance.
- 52.6 In relation to the insurances specified in this clause 52, 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.
- 52.7 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 52.1(d)); or
 - (b) receives a notice of cancellation in respect of any of the insurances that the Provider is obliged to effect and maintain.
- 52.8 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 52, 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

- 52.9 Subject to clause 52.10, the Provider must obtain written independent professional advice that the insurances obtained by it and any Subcontractors pursuant to this clause 52 meet the requirements of this Deed:
- (a) before commencing the performance of any Services and in any event within 20 Business Days after the Head Licence Start Date; and
 - (b) within 10 Business Days of the date of renewal of each of the insurances required under this Deed.

- 52.10 Where the advice referred to in clause 52.9 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.
- 52.11 Clause 52.9 does not apply to statutory workers compensation insurance or compulsory third party motor vehicle insurance.
- 52.12 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.
- 52.13 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 affected 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 52.9,
- at any time that the Department requests.
- Note: Clause 52.13 allows the Department to request information relating to the insurances of any Subcontractor of the Provider.
- 52.14 The Provider must not change, during the term of any policy, its insurer(s) unless the Department is satisfied that the change will not reduce or terminate any cover that exists prior to the proposed change and has agreed in writing to the change.

Assistance to the Department

- 52.15 The Provider must:
- (a) give full, true and particular information, in respect of any proposal for a policy of insurance (including any policy issued pursuant to any self-insurance scheme of the Commonwealth) to be affected 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.
- 52.16 For the avoidance of doubt, the provisions of this clause 52 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 52 does not limit its liability under any other provision of this Deed.

53. Liability of the Provider to the Department

Joint and several liability

- 53.1 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

- 53.2 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 78, this clause 53.2 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 78 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.

54. Special rules about Group Respondents

- 54.1 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

55. Corporate governance

- 55.1 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

- 55.2 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; and
 - (ii) if clause 55.2(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 55.2(a); and
 - (c) if clause 55.2(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.

- 55.3 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.
- 55.4 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 55.3(a) to 55.3(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 55.3, 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 55.3(a) to 55.3(f), and take any action in respect of that individual, that is Notified by the Department.

Note: For the avoidance of doubt, clause 55.4(b) will also apply where an individual is transferred in accordance with clause 55.4(a)(i), to a role in the performance of the Services.

56. Removal and training of Provider and Subcontractor Personnel

- 56.1 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.
- 56.2 For the purposes of clause 56.1, 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 67.
- 56.3 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.

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

- 57.1 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.
- 57.2 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.
- 57.3 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.

57.4 If the Provider breaches clause 57.1 or clause 57.3, the Department may:

(a) vary any Employment Region, Business Share or any Site and/or any other aspect of any Licence, including any Special Conditions applicable to any Licence;

(b) exercise any remedies specified in clause 63.2; or

(c) terminate this Deed under clause 67,

by providing Notice to the Provider.

57.5 In determining whether to take action under clause 57.4, 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 Services (including any actual or constructive change to the proportion of Services being performed by the Provider in a particular Employment Region, geographic region or nationally).

57.6 If the Department exercises its rights under clause 57.4(a):

(a) where relevant, the relevant Head Licence is deemed to be varied accordingly; and

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

58. Notice regarding Insolvency Events

58.1 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).

59. Subcontracting

- 59.1 The Provider must not, without the Department's prior written approval, enter into, or terminate, a Subcontract.
- 59.2 In giving approval under clause 59.1, the Department may impose such terms and conditions as the Department thinks fit and the Provider must comply with any such terms and conditions.
- 59.3 The Subcontractors that the Department has approved, and any terms and conditions relating to their use, are identified in items 5.3 and 5.4 of Schedule 1 to any Head Licence.
- 59.4 If the Department gives any approval under clause 59.1 following the Licence Start Date, the Department may issue an updated Head Licence document to reflect this approval.
- 59.5 The Provider must ensure that any Subcontract is in writing.
- 59.6 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.
- 59.7 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.
- 59.8 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.
- 59.9 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.
- 59.10 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 66 and 67 and the Department's right of revocation of approval of a Subcontractor under clause 59.9, 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 40.8(b) (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 43 (Personal and Protected Information), 44 (Confidential Information), 45 (Records the Provider must keep), 46 (Public Sector Data), 49 (Program Assurance Activities and audits), 50 (Access to Material), 52 (Insurance), 72 (Negation of employment, partnership and agency), and 79 (Compliance with laws and government policies).
- 59.11 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 85).
- 59.12 The Department may publicly disclose the names of any Subcontractors.

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

59.14 If the Provider does not comply with this clause 59, the Department may:

- (a) exercise any remedies specified in clause 63.2; or
- (b) terminate this Deed under clause 67.

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

59.15 Clauses 59.16 to 59.28 only apply to a Head Licence if:

- (a) the estimated value of the Head Licence is above \$4,000,000 (GST inclusive) as at the Head Licence Start Date, or the Department Notifies the Provider that the Head Licence is of such value; and
- (b) the Provider is a Reporting Entity as at the date of the relevant request for proposal for this Deed.

59.16 The Provider must comply with the PT PCP.

59.17 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 59.19, 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 59.20, 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 59.17 have not been complied with.

59.18 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 59.17; 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 59.17; and
 - (ii) obligations equivalent to this clause 59.18(b) (such that the obligations in this clause 59.18(b) are to continue to be flowed down the supply chain to all Reporting Entity Subcontractors).
- 59.19 Clause 59.17(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 59.17(a)(i).
- 59.20 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 the relevant Head Licence; or
 - (b) the amount of the interest payable is less than \$100 (GST inclusive).

PT PCP Evaluation Questionnaire

- 59.21 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

- 59.22 If the Commonwealth considers or becomes aware that the Provider has not or may not have complied with:
- (a) the requirements of clauses 59.15 to 59.20; 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.
- 59.23 The Provider must complete all of the steps and activities contained in the PT PCP Remediation Plan provided under clause 59.22(d).
- 59.24 If the Commonwealth considers that the Provider has failed to comply with any of its obligations under clauses 59.15 to 59.28, 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.

- 59.25 If the Provider is the subject of a complaint in relation to its compliance with clauses 59.15 to 59.20 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

- 59.26 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.
- 59.27 Without limiting clause 43, 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 59.26. The Provider must provide evidence of such consents to the Commonwealth on request.

Interpretation

- 59.28 A reference to the Commonwealth in clauses 59.21, 59.22, 59.25(b), 59.26 and 59.27 includes the PT PCP Policy Team.

60. Assignment and novation

- 60.1 The Provider must not assign any of its rights under this Deed without the Department's prior written approval.
- 60.2 The Provider must not enter into an arrangement that will require the novation of this Deed, without the Department's prior written approval.
- 60.3 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 Services (including any actual or constructive change to the proportion of employment services being performed by any entity in a particular Employment Region, geographic region or nationally).

Section A4.3 – Resolving Problems

61. Dispute Resolution

Best endeavours, good faith and cooperation

- 61.1 Subject to clause 61.7, 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 61.
- 61.2 Each Party must:
- (a) only seek to rely on this clause 61 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 61, in order to achieve a prompt and efficient resolution of any dispute.

Informal resolution

- 61.3 Subject to clause 61.7, 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

- 61.4 Subject to clause 61.7, if any dispute arising in relation to this Deed cannot be resolved using the process in clause 61.3, 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 61.4(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 61.4(c), the Parties will engage in a mediation in accordance with clause 61.5.

Mediation

61.5 If clause 61.4(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

61.6 Each Party must bear its own costs of complying with this clause 61, and the Parties must bear equally the cost of any Mediator engaged under clause 61.5.

61.7 This clause 61 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 12 (Licences), 27 (General), 28 (Evidence to support entitlement to Payments), 31 (Overpayment and double payment), 32 (Debts and offsetting), 34 (Fraud), 37 (Sample reviews), 40 (Access and information security assurance), 46 (Public Sector Data), 47 (Access by Participants and Employers to Records held by the Provider), 49 (Program Assurance Activities and audits), 50 (Access to Material), 55 (Corporate governance), 59 (Subcontracting), 62 (Provider suspension), 63 (Remedies), 64 (Performance under other Commonwealth agreements), 65 (Liquidated damages), 66 (Termination or reduction in scope with costs), 67 (Termination or reduction in scope for default), 77 (The Department may vary certain terms), 93 (Performance assessments) or 96 (Action about Performance);

- (c) where the Department is conducting its own breach of contract or fraud 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.

61.8 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.

62. Provider suspension

62.1 The Department may take action under clause 63.2(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 fraudulent activity, and while the Department investigates the matter.

62.2 Notwithstanding any action taken by the Department under clause 62.1, the Provider must continue to perform its obligations under this Deed, subject to any Notice under clause 63.2(a)(i) to suspend the Services, in whole or in part.

62.3 If the Department suspends the Provider from delivering Services under clause 63.2(a)(i), in whole or in part, the Provider must 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:

- (a) immediately cease delivering the Services in accordance with the relevant Notice (including in respect of any relevant Employment Region); and
- (b) not accept any new Referrals in accordance with the relevant Notice (including in respect of any relevant Employment Region).

63. Remedies

Note: Pursuant to clause 10.1(b), this clause also applies to a Head Licence and all references to 'this Deed' are taken to be a reference to 'Head Licence'.

63.1 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 67; or
- (e) this Deed otherwise provides for the Department to exercise rights under clause 63.2,

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 63.2.

63.2 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 Employment Regions and/or Sites);
 - (ii) Referrals, including at some or all Sites;
 - (iii) any Payment under this Deed, in whole or in part;
 - (iv) access to the Employment Fund; and/or
 - (v) access to all or part of the Department's IT Systems for any Personnel of the Provider 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 Personnel of the Provider 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 Personnel of the Provider 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 Personnel of the Provider and/or any Subcontractor, Third Party IT Vendor, External IT System and/or 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;
- (iii) access to the Employment Fund; and/or
- (iv) 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 32;
- (j) imposing additional financial or performance reporting requirements on the Provider;
- (k) reducing Business Share (including to zero in one or more Employment Regions, and by reducing Referrals to the Provider or transferring Participants to another employment services provider);
- (l) ending any Licence or not extending any Licence Period;
- (m) varying any other aspect of any Licence, including any Special Conditions applicable to any Licence;
- (n) removing the Provider from any Sub-panel; and/or
- (o) reducing the scope of this Deed.

63.3 If the Department takes any action under this clause 63:

- (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.

64. Performance under other Commonwealth agreements

64.1 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 64.1(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 remedies specified in clause 63.2; or
- (d) terminate this Deed, if the failure, breach, or conduct under clause 64.1(a) or 64.1(b) permitted the Commonwealth to terminate the relevant Commonwealth agreement.

65. Liquidated Damages

65.1 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 65 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 65.1(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 65.1(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 65.1(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 65.1(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 65.1(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 65.1(d)(iii) and 65.1(d)(v). The Provider would be liable to pay \$24,766 to the Department for that Financial Year in total.

65.2 Where clause 65.1(a) or 65.1(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 65.1(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 65.1(b), the administrative costs in processing and resolving Invalid Claims.

65.3 For the avoidance of doubt:

- (a) clause 65.1(a) does not apply where the Department reallocates the relevant Participants (and any related Business Share) without going to tender, including by reallocating the relevant Participants to any Panel Member currently on the Panel at the relevant time;
- (b) clause 65.1(d) 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 32, if and when the Commonwealth Notifies the Provider that it elects to recover the Liquidated Damages as a debt under clause 32.

66. Termination or reduction in scope with costs

Note: Pursuant to clause 10.1(b), this clause also applies to a Head Licence and all references to 'this Deed' are taken to be a reference to 'Head Licence'.

- 66.1 The Department may, at its absolute discretion, at any time by Notice to the Provider, terminate or reduce the scope this Deed.
- 66.2 If this Deed is terminated or reduced in scope under clause 66.1, the Department is only liable:
- (a) to make Payments as specified in clauses 66.3 and 66.4; and
 - (b) subject to clauses 66.6, 66.7 and 66.8, 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

- 66.3 Where the Department terminates this Deed under clause 66.1:
- (a) subject to clause 66.3(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 66.1, 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 66.1.

Limitation of Payments in the case of reduction in scope

- 66.4 Where the Department reduces the scope of this Deed under clause 66.1, with respect to the Services that cease after the reduction in scope ('Ceased Services'):
- (a) subject to clause 66.4(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 66.1, 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 66.1; or
 - (ii) after the Provider receives the relevant Notice issued by the Department under clause 66.1 to the extent that the commitment of the relevant monies does not relate to the Ceased Services.

Provider's obligations

- 66.5 Upon receipt of a Notice of termination or reduction in scope under clause 66.1, 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 66.3(c) or clause 66.4(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

- 66.6 The Department's liability to pay under this clause 66 is subject to the Provider's:
- (a) strict compliance with this clause 66; and
 - (b) full and proper substantiation, to the Department's complete satisfaction, of any amounts claimed under clause 66.3 or 66.4.
- 66.7 The Department will not be liable under this clause 66 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 66;
 - (b) any loss of any benefits that would have been conferred on the Provider had the termination or reduction in scope under this clause 66 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 66.
- 66.8 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; 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.

67. Termination or reduction in scope for default

Note: Pursuant to clause 10.1(b), this clause also applies to a Head Licence and all references to 'this Deed' are taken to be a reference to 'Head Licence'.

- 67.1 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 67.1(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;
- (e) any Head Licence is terminated for default by the Department; or
- (f) the Department becomes expressly entitled to terminate this Deed under any other provision of this Deed (excluding clause 66) including under any other provision of this Deed giving the Department the right to terminate under this clause 67.

Section A4.4 – Other matters

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

Transition Period

- 68.1 The Department may Notify the Provider of a Transition Period at any time and for any reason.
- 68.2 If the Department Notifies the Provider of a Transition Period under clause 68.1, the Department may, at its absolute discretion, Notify the Provider that:
 - (a) the Department is ceasing or reducing the number of Referrals to the Provider;
 - (b) the Provider must stop delivering the Services, or a part of the Services; and/or
 - (c) certain provisions of this Deed do not apply to the provision of Services,
 during the Transition Period, and where the Provider receives any such Notice, the Provider must comply with the Notice.
- 68.3 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.
- 68.4 If the Provider will be providing services to the Department similar to the Services after the Transition Period, the Department may, during the Transition Period:
 - (a) increase the number of Referrals and/or transfers of Participants to the Provider; and
 - (b) take any other action to facilitate transition of business or Participants to the Provider, or to transition the Provider to services after the Transition Period.

69. Acknowledgement and promotion

69.1 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.

69.2 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.

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

70.1 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.

70.2 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.

71. Conflict of interest

71.1 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.

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

71.3 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.

71.4 If the Provider:

- (a) fails to take action in accordance with this clause 71; 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 67.

72. Negation of employment, partnership and agency

- 72.1 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.
- 72.2 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.

73. Protection of rights

- 73.1 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.
- 73.2 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.

74. Severance

- 74.1 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.

75. Entire agreement

- 75.1 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.

76. Variation of Deed

- 76.1 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.

77. The Department may vary certain terms

- 77.1 The Department may, at any time, vary:

- (a) Payments and Payment related provisions under this Deed;
- (b) Business Share of the Provider;
- (c) Employment Regions and/or Sites of the Provider;
- (d) any other aspect of any Licence, including any Special Conditions applicable to any Licence;
- (e) Referrals to the Provider and the number of Participants on the Provider's Caseload; and/or
- (f) 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:

- (g) based on the Department's assessment of:
 - (i) the extent to which the Services are meeting any objectives for the Services specified in this Deed; or
 - (ii) projected changes to labour market conditions in an Employment Region (including projected Participant demand); or
- (h) acting reasonably, for any other reason as determined by the Department at its absolute discretion,

by providing Notice to the Provider.

- 77.2 If the Department exercises its rights under clause 77.1:

- (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.

78. Applicable law and jurisdiction

- 78.1 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.

- 78.2 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.

79. Compliance with laws and government policies

79.1 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) and anti-discrimination legislation, including the *Disability Discrimination Act 1992* (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.

79.2 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)

79.3 Clauses 79.4 to 79.5 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').

79.4 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.

79.5 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

79.6 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.

79.7 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.

80. Checks and reasonable care

Personnel and Supervisors

80.1 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

80.2 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 80.2(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

80.3 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 80.3(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 80.3(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.
- 80.4 With reasonable notice to the Provider, the Department may conduct a review of the Provider's compliance with the Child Safety Obligations.
- 80.5 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.
- 80.6 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.
- 80.7 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

80.8 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 80.8 do not apply to Participant Sourced Voluntary Work.

80.9 Subject to clause 80.10, 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.

80.10 The requirements set out in clause 80.9 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.

81. 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 proposal for this Deed and is available from the National Indigenous Australians Agency.

81.1 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.

81.2 For the purposes of clause 81.1(a), the Provider may use an Indigenous Enterprise as a Subcontractor, and/or in the Provider's supply chain.

High Value Head Licence

81.3 If a Head Licence is a High Value Head Licence, or the Department Notifies the Provider that a Head Licence is a High Value Head Licence, the Provider must comply with clauses 81.4 to 81.15 in respect of each High Value Head Licence.

81.4 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) a Head Licence becoming a High Value Head Licence; or
- (d) the Department Notifying the Provider that a Head Licence is a High Value Head Licence,

whichever is applicable.

81.5 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.

81.6 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

81.7 The Provider must comply with, and report against, the Indigenous Participation Plan during the Head Licence Term.

- 81.8 The Provider may meet the Mandatory Minimum Requirements either directly and/or through Subcontracts under the Head Licence.
- 81.9 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 Head Licence Term; and
 - (b) within 10 Business Days after the Head Licence End Date.
- 81.10 The reports specified in clause 81.9 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.
- 81.11 Notwithstanding any other clause of this Deed, the Provider acknowledges and agrees that all reports it submits under clause 81.9:
- (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.
- 81.12 Throughout the Head Licence Term, 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).
- 81.13 If at any time during the Head Licence Term, 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.
- 81.14 The Provider must comply with all directions issued by the Department in relation to the Provider's implementation of the Indigenous Participation Plan.
- 81.15 The Department may terminate this Deed in accordance with clause 67, 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 81.14.

82. Aboriginal and Torres Strait Islander peoples

- 82.1 For any Head Licence that is not a High Value Head Licence, the Provider must:
 - (a) within three months after the Head Licence Start 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.
- 82.2 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.
- 82.3 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.

83. Modern slavery

- 83.1 In this clause 83:
 - (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).
- 83.2 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.
- 83.3 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.
- 83.4 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.
- 83.5 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>.

84. Reserved

85. Black Economy Procurement Connected Policy

- 85.1 The Provider warrants that at the Deed Commencement Date it holds a Valid and Satisfactory Statement of Tax Record.

- 85.2 The Provider must hold a Valid and Satisfactory Statement of Tax Record at all times during the Term of this Deed and, on request by the Department, provide to the Department a copy of any such Statement of Tax Record.
- 85.3 The Provider warrants in relation to any Subcontractor it has engaged to deliver the Services with an estimated value of over \$4 million (GST inclusive) that the Provider holds a Valid and Satisfactory Statement of Tax Record for the Subcontractor that was valid at the time of entry into the relevant Subcontract.
- 85.4 The Provider must ensure that any Subcontractor engaged to deliver the Services with an estimated value of over \$4 million (GST inclusive) holds a Valid and Satisfactory Statement of Tax Record at all times during the term of the relevant Subcontract.
- 85.5 The Provider must retain an up-to-date copy of any Valid and Satisfactory Statement of Tax Record held by any Subcontractor in accordance with clause 85.4 and must, on request by the Department, provide to the Department a copy of any such Valid and Satisfactory Statement of Tax Record.
- 85.6 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.

86. Notices

- 86.1 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 the Schedule;
 - (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.

86.2 A Notice given in accordance with clause 86.1 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.

ANNEXURE A1 – TEMPLATE WORK ORDER (WORKFORCE AUSTRALIA SERVICES)

1. Overview and operation

- 1.1 This document is a Work Order under the Workforce Australia Services Deed of Standing Offer 2022-2028 (**Deed**) and relates to the provision of Workforce Australia Services under Part B – Workforce Australia Services of the Deed.
- 1.2 The Department will issue only one Work Order to the Panel Member for the provision of Workforce Australia Services.
- 1.3 Under clause 10.1(a) of the Deed, a contract is formed between the Department and the Panel Member when the Department issues a Work Order to the Panel Member. That contract is a Head Licence for the purposes of the Deed.
- 1.4 Subject to clause 2 [Special Conditions] below, the terms and conditions of the Head Licence are specified:
 - (a) in clause 10.1(b) of the Deed; and
 - (b) Schedule 1 to this Work Order, which will become Schedule 1 to the Head Licence.
- 1.5 The rights and obligations that the Provider has under a Head Licence, and that relate to the delivery of the Workforce Australia Services in a particular Employment Region, are referred to as a 'Licence'.
- 1.6 If, during the Head Licence Term, any aspect of the Head Licence is varied, including where:
 - (a) the Department adds or ends a Licence with the agreement of the Provider;
 - (b) the Department adds or ends a Licence in accordance with the Deed;
 - (c) the Department extends a Licence Period in accordance with the Deed;
 - (d) a Licence expires by reaching its Licence End Date;
 - (e) the Department varies any Business Share, Site, Employment Region, or any other aspect of any Licence; or
 - (f) the Department varies any other aspect of any Head Licence (including any Special Conditions),

the Department may issue to the Provider an updated Head Licence document or Schedule 1 to the Head Licence to reflect that event.

2. Special Conditions

Note: To avoid doubt, Special Conditions may apply to one or more individual Licences specified at Schedule 1 of this Head Licence.

- 2.1 The terms and conditions of the Head Licence that differ from, or are in addition to, those specified in clause 10.1(b)(i) of the Deed are as follows:

- (a) ***[insert any Special Conditions]***.

SCHEDULE 1 – Head Licence Details

Item 1 – Head Licence Start Date (clause 10.3 of the Deed, Attachment 1 to the Deed)

[Insert Head Licence Start Date]

Item 2 - Head Licence End Date (clause 10.4 of the Deed, Attachment 1 to the Deed)

[Insert Head Licence End Date]

Item 3 - Account details for payment (clause 27.1 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 - Licences (clause 12.1 of the Deed)

Item 4.1 Employment Region (Attachment 1 to the Deed)	Item 4.2 Type of Licence and Specialist Service Group (if Specialist Provider) (clauses 89.5 and 100, Attachment 1 to the Deed)	Item 4.3 Business Share (Attachment 1 to the Deed)	Item 4.4 Licence Start Date (clause 12.1, Attachment 1 to the Deed)	Item 4.5 Licence End Date (clause 12.1, Attachment 1 to the Deed)	Item 4.6 Site(s) (Attachment 1 to the Deed)	Item 4.7 Site type (Full-Time Site, Part-Time Site or Outreach Site) (clause 89.6, Attachment 1 to the Deed)	Item 4.8 Business Days of operation of Site (clause 89.6, Attachment 1 to the Deed)	Item 4.9 Site opening hours on each Business Day (clause 89.6, Attachment 1 to the Deed)	4.10 Subcontractor/Group Respondent member servicing Site (if relevant) (clauses 54 and 59, Attachment 1 to the Deed)

Item 5 - Subcontractors approved by the Department

Item 5.1 Employment Region (Attachment 1)	Item 5.2 Type of Licence and Specialist Service Group (if Specialist Provider) (clause 89.5 and 100, Attachment 1 to the Deed)	Item 5.3 Subcontractor(s) (if relevant) (clause 59.3, Attachment 1 to the Deed)	Item 5.4 Terms and conditions relating to use of each Subcontractor (clause 59.3)

PART B – WORKFORCE AUSTRALIA SERVICES

CHAPTER B1 – GENERAL REQUIREMENTS

Section B1.1 – General – Objectives

87. Workforce Australia Services objectives

- 87.1 The Department and the Provider acknowledge and agree that Workforce Australia Services has the following objectives:
- (a) Workforce Australia Services will support Participants to find sustainable Employment;
 - (b) Workforce Australia Employment Services Providers will focus on support for high need Participants, reducing the risk of those Participants becoming or remaining long-term unemployed;
 - (c) Workforce Australia Employment Services Providers will deliver high quality, personalised case management services to each individual Participant to support them to overcome their Vocational Barriers and/or Non-vocational Barriers;
 - (d) Workforce Australia Employment Services Providers will deliver high quality, tailored services to Employers based on their recruitment needs, helping them to fill Vacancies;
 - (e) Workforce Australia Employment Services Providers will align Participant employment pathways to addressing skill needs within the local labour market, matching Employers with candidates who have the skills they need; and
 - (f) Workforce Australia Employment Services Providers will contribute to addressing areas of skill shortage and boosting the productive capacity of the workforce.

88. Service Guarantee

- 88.1 The Provider must:
- (a) conduct Workforce Australia Services at or above the minimum standards in the Service Guarantee and in accordance with all representations made by the Provider with regards to Workforce Australia Services, including as specified in its response to any request for proposal for this Deed; and
 - (b) prominently display the Service Guarantee in its offices and all Sites, and make these available to any potential Participants and Participants and Employers serviced by the Provider.

Section B1.2 – General requirements – Services to Participants

89. Assistance to Participants - General

89.1 The Provider must provide Workforce Australia Services to all Participants:

- (a) who are Referred to, or Directly Registered with, the Provider (in accordance with Section B2.1 – Provider's Caseload);

Note: For avoidance of doubt, the Provider must provide Workforce Australia Services to any Participant in accordance with clause 89.1(a), even where that Participant could be serviced by a Specialist Provider in the relevant Employment Region. All Workforce Australia Employment Services Providers that are Generalist Providers are expected to have effective servicing strategies to respond to the needs of all cohorts of Participants, including in Employment Regions where one or more Specialist Providers are licensed to operate.

- (b) in accordance with the specific Workforce Australia Services requirements, in particular those set out in:

- (i) CHAPTER B2 – SERVICING PARTICIPANTS;
- (ii) CHAPTER B3 – ACTIVITIES ; and
- (iii) CHAPTER B4 – PARTICIPANT REQUIREMENTS AND COMPLIANCE; and

- (c) for the duration of their Period of Registration,

to support them to overcome their Vocational Barriers and Non-vocational Barriers and prepare for, obtain and sustain Employment.

89.2 The Provider must provide Workforce Australia Services to each Participant:

- (a) to meet the objectives specified in clauses 87.1(a), (b), (c) and (e); and
- (b) in accordance with:
 - (i) this Deed, including any Guidelines; and
 - (ii) any direction by the Department.

89.3 The Provider must deliver high quality, integrated and intensive case management to all Participants in a flexible way that is individually tailored and takes into account:

- (a) that each Participant may exercise choice about the Workforce Australia Services they receive, subject to certain requirements in their Job Plan;
- (b) the results of any Assessments;
- (c) the Participant's strengths, skills and experience;
- (d) the Participant's culture, personal circumstances and background;
- (e) the Participant's Vocational Barriers and Non-vocational Barriers;

- (f) the local labour market and local Employers' needs; and
- (g) where applicable and appropriate, the Participant's Mutual Obligation Requirements.

89.4 The Provider must, in accordance with any Guidelines, for each Participant according to their individual needs:

- (a) assist them to progress towards and sustain suitable Employment, including through sourcing Vacancies suitable to the Participant;
- (b) develop and maintain a supportive relationship, through regular, ongoing contact;
- (c) develop a Job Plan;
- (d) use the Points Based Activation System to incentivise them to undertake suitable Engagements, Job Searches and other activities and tasks as part of their pathway to Employment;
- (e) support them to utilise Workforce Australia Online resources to improve their prospects of Employment, including online tools and information and Online Learning Modules;
- (f) using the Job Seeker Profile, establish a career profile for them in accordance with any Guidelines and the Department's IT Systems, and provide them with career advice and job search assistance, including advice on how to prepare a resume and develop job applications, and advice on interview techniques;
- (g) assist them to improve foundation and employability skills such as the ability to work in a team, communication skills, digital skills, motivation and reliability;
- (h) as early as possible and for the duration of their Period of Registration, arrange Activities (in accordance with Section B2.1 – Activities), including referral to Complementary Programs, other non-vocational interventions, Education, training and other opportunities;
- (i) assist them to monitor, and where required, report on their Mutual Obligation Requirements;
- (j) where required, apply the Targeted Compliance Framework;
- (k) where appropriate, access funding through the Employment Fund to support them with work-related tools, skills and experience to overcome difficulties in finding or keeping Employment;
- (l) where appropriate, access funding to support Wage Subsidies to secure improved long-term Employment opportunities; and
- (m) provide Post-placement Support, as required, to enable them to effectively sustain Employment.

- 89.5 A Specialist Provider must, in accordance with any Licence and any Guidelines, deliver Workforce Australia Services at the Sites covered by the relevant Licence to any Participant who is Referred to the Provider at those Sites, and who is in the relevant Specialist Service Group, in a manner that is designed to address, and is sensitive to, the special needs of the relevant Specialist Service Group.
- 89.6 Subject to any Special Conditions and any other relevant requirements specified in any Head Licence, the Provider must ensure that each Site is open for the provision of Workforce Australia Services:
- (a) if the Site is a Full-Time Site, on a Full-Time basis;
 - (b) if the Site is a Part-Time Site, on a Part-Time basis; and
 - (c) if the Site is an Outreach Site, on an Outreach basis.

Note: An Outreach Site differs from a Full-Time Site and a Part-Time Site by not being open every week. For example, an Outreach Site may be open only once per fortnight or per month.

Section B1.3 – General requirements - Employer and community engagement

90. Stakeholder engagement - General

- 90.1 The Provider must, in delivering comprehensive Services for Participants and Employers, identify and collaborate with other Workforce Australia Employment Services Providers and providers of other initiatives and services including:
- (a) Workforce Australia - Workforce Specialists and Employment Facilitators;
 - (b) Other Service Providers;
 - (c) Complementary Program providers;
 - (d) HTS Providers;
 - (e) Jobs, Land and Economy Program providers;
 - (f) private and community-based providers of other services in the community;
 - (g) education and training institutions;
 - (h) healthcare organisations;
 - (i) Commonwealth, state, territory and local governments;
 - (j) Employer stakeholders, such as local business councils; and
 - (k) peak bodies and industry representatives.
- 90.2 The Provider must participate in stakeholder engagement activities as requested by the Department. The Provider may also identify and participate in stakeholder engagement activities, including:

- (a) projects organised by Local Jobs Program Activity Hosts, Launch into Work Organisations, Employment Facilitators and Workforce Australia - Workforce Specialists;
- (b) jobs fairs;
- (c) workshops or meetings to support policy development; and
- (d) local area networks and forums.

91. Employer engagement

91.1 In order to provide a simpler and more effective recruitment service to Employers, the Provider must engage with and support Employers:

- (a) in the Employment Regions in which the Provider has a Licence to deliver Workforce Australia Services; and
- (b) in accordance with the specific Workforce Australia Services requirements, in particular those set out in:
 - (i) CHAPTER B3 – ACTIVITIES ; and
 - (ii) CHAPTER B5 – SERVICING EMPLOYERS.

91.2 The Provider must provide Workforce Australia Services to Employers:

- (a) to meet the objectives specified in clauses 87.1(d), (e) and (f); and
- (b) in accordance with:
 - (i) this Deed, including any Guidelines; and
 - (ii) any direction given by the Department.

91.3 The Provider must undertake activities to promote and market the abilities of individual Participants to Employers.

91.4 The Provider must, in accordance with any Guidelines, engage with a range of Employers to:

- (a) identify and create job opportunities and lodge Vacancies on behalf of Employers;
- (b) provide assistance with job design;
- (c) be able to quickly target and refer the most suitable Participants to Vacancies, and, if the Provider cannot refer a suitable Participant, otherwise direct the Employer to the Digital Services Contact Centre;
- (d) identify Employers' skill needs and arrange activities that prepare Participants to meet those needs, including, where appropriate, through foundational and employability skills development, Education and training;

- (e) where appropriate, arrange work trials with potential Employers as part of the development of employment pathways for Participants;
 - (f) where appropriate, provide information and assistance to Employers through the Employment Fund and/or Wage Subsidies to reduce the costs incurred in respect of hiring a Participant; and
 - (g) provide Post-placement Support to Employers, as necessary, to enable them to effectively manage those Participants in a Job Placement.
- 91.5 The Provider, in contributing to Commonwealth employer engagement strategies, must also:
- (a) report to the Department on any emerging workforce opportunities or challenges;
 - (b) work collaboratively and in a coordinated manner with Employment Facilitators, Workforce Australia - Workforce Specialists, Employers and other stakeholders to develop pathways for Participants into Employment, particularly in occupations experiencing increased demand and in response to large recruitment campaigns;
 - (c) coordinate its Employer engagement activities with other employment services providers in each relevant Employment Region to strengthen the service offerings to Employers; and
 - (d) build the skills of Participants on its Caseload to meet demand in the labour market, in particular addressing skills shortages.

Section B1.4 – Workforce Australia Employment Services Provider Performance Framework

92. Performance management - General

- 92.1 The Department and the Provider acknowledge and agree that:
- (a) the Workforce Australia Employment Services Provider Performance Framework is intended:
 - (i) to encourage innovation and drive performance improvement; and
 - (ii) to ensure that Workforce Australia Employment Services Providers are fulfilling their obligations under this Deed and meeting the standards required; and
 - (b) the Workforce Australia Employment Services Provider Performance Framework will be used by the Department to assess how well each Workforce Australia Employment Services Provider is performing, and to inform which Workforce Australia Employment Services Providers will have their Licences extended under clause 12.

- 92.2 To ensure their performance is considered holistically, the Department will assess Workforce Australia Employment Services Providers' performance against the Workforce Australia Employment Services Provider Performance Framework.

Other factors in performance assessment

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

93. Performance assessments

- 93.1 The Department will assess the Provider's performance, including through Annual Licence Reviews and by reference to the Provider's compliance results and the Workforce Australia Employment Services Provider Performance Framework, against the requirements of this Deed, including the Joint Charter, any representations in the Provider's response to any request for proposal for this Deed and the Service Guarantee.
- 93.2 For the purposes of clause 93.1, 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.
- 93.3 At such times as the Department determines, including as part of any Annual Licence Review, the Department may:
- (a) review the Provider's performance in any Employment Region and any Site where the Provider delivers Workforce Australia 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 it is likely to be in scope for an adjustment of its Business Share and/or extension or non-extension of any Licence Period.

94. Provider Performance Ratings and compliance results

- 94.1 The Department may:
- (a) calculate the Provider's Performance Ratings following assessment of the Provider's performance taking into a range of factors, including compliance results; and
 - (b) use the Provider's Performance Ratings to compare the Provider's performance against that of other Workforce Australia Employment Services Providers.
- 94.2 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 Performance Ratings.

95. Quality Assurance Framework conformance

Certificate of Quality Assurance Framework conformance

- 95.1 The Provider must, in accordance with this clause 95 and any Guidelines:
- (a) obtain a Quality Assurance Framework Certificate no later than:
 - (i) nine months after any Head Licence Start Date; or
 - (ii) any other date Notified by the Department; and
 - (b) maintain the currency of the Quality Assurance Framework Certificate for the duration of any Head Licence Term.

Quality Assurance Framework Audits

- 95.2 The Provider must undertake Quality Assurance Framework Audits, in accordance with this clause 95 and any Guidelines, during the Term of this Deed.

Quality Assurance Framework Audit Plans

- 95.3 The Provider must in accordance with any Guidelines, prepare and submit to the Department a QAF Audit Plan prior to the conduct of each Quality Assurance Framework Audit.

Quality Report

- 95.4 The Provider must, within any timeframe specified by the Department, and in accordance with any Guidelines:
- (a) submit Quality Reports and information specified in any Guidelines or requested by the Department; and
 - (b) take any follow-up action required by the Department in relation to any Quality Report or information submitted in accordance with clause 95.4(a).
- 95.5 If:
- (a) the Provider fails to comply with this clause 95; or
 - (b) the Department suspends the Provider's Quality Assurance Framework Certification,
- the Department may immediately:
- (c) take action under clause 63.2; or
 - (d) terminate this Deed under clause 67,
- by providing Notice to the Provider.

96. Action about performance

96.1 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 Business Share, or extend any Licence Period, for a period of time specified by the Department.

96.2 If, at the completion of an Annual Licence Review or at any other time, the Department considers that the performance of the Provider at the Employment Region or Site level is less than satisfactory, including after assessing the Provider's performance taking into account:

- (a) the outcomes of any Program Assurance Activities or audits; and/or
- (b) the Provider's Performance Rating,

the Department may, at its absolute discretion:

- (c) for any Employment Region:
 - (i) by Notice:
 - (A) end any Licence, or not extend any Licence Period; and/or
 - (B) reduce the Provider's Business Share,
in that Employment Region;
 - (ii) reduce the number of Referrals to the Provider for that Employment Region, commensurate with the reduction in Business Share; and/or
 - (iii) transfer relevant Participants on the Provider's Caseload to another Workforce Australia Employment Services Provider; and/or
- (d) for any Site:
 - (i) Notify the Provider that the Provider must discontinue providing the Services at the Site;
 - (ii) cease all Referrals for the Site from the date of the Notice; and/or
 - (iii) transfer Participants from the Site, including to another Workforce Australia Employment Services Provider, and

if the Department takes the action specified in clause 96.2(d)(i), the Provider must immediately discontinue providing the Services at the Site in accordance with the relevant Notice.

96.3 References in this clause 96 to decreasing the Provider's Business Share in an Employment Region, include decreasing the Business Share in the Employment Region to zero.

- 96.4 If, in accordance with this clause 96, the Department:
- (a) decreases the Provider's Business Share to zero; or
 - (b) ends any Licence,
- in any Employment Region, the Department may Notify the Provider that it must discontinue providing Workforce Australia Services in the Employment Region as relevant to the particular Licence(s).
- 96.5 If the Department issues a Notice under clause 96.4, from the date specified in the Notice, the Provider must discontinue providing Workforce Australia Services in the Employment Region in accordance with the Notice.
- 96.6 Where Participants are transferred in accordance with this clause 96, the Provider must provide assistance and cooperation in accordance with clause 26.1.
- 96.7 If the Department takes any action under this clause 96:
- (a) where relevant, this Deed is deemed to be varied accordingly; and
 - (b) the Provider must perform all its obligations under this Deed as varied.

Section B1.5 – Delegate obligations

97. Delegate obligations

- 97.1 The Provider must ensure that the Provider's Personnel and Subcontractors:
- (a) are aware of, fully understand, and receive training on, the powers and functions that have been delegated to them under the Social Security Law;
 - (b) have, prior to taking action under Section B4.3 – Compliance action, successfully completed all mandatory targeted compliance framework training as specified in any Guidelines; and
 - (c) comply with the Social Security Law.

Section B1.6 – Capacity Building Fund

98. Capacity Building Fund

- 98.1 The Department and the Provider acknowledge and agree that the purpose of the Capacity Building Fund is to support greater diversity of Workforce Australia Employment Services Providers and to assist eligible Workforce Australia Employment Services Providers to prepare for and establish themselves under Workforce Australia Services.
- 98.2 This clause 98 only applies to the Provider if:
- (a) the Provider has a Head Licence; and

- (b) the Department determines, at its absolute discretion, that the Provider's aggregated turnover (being all ordinary income that the Provider earned in the ordinary course of running a business, plus the annual turnover of any entities connected with the Provider or that are the Provider's affiliates) was less than \$10 million for the most recent Financial Year ending prior to the Head Licence Start Date.

Note: Where the Provider is a Group Respondent, the Provider's aggregated turnover for the purposes of clause 98.2(b) will be the aggregate total turnover of each member of the Group Respondent individually.

98.3 In addition to clause 98.2, this clause 98 only applies to the Provider if the Department determines, at its absolute discretion, that at the Head Licence Start Date, neither the Provider, nor any Related Entity:

- (a) has; or
- (b) has previously been required to have, under any agreement with the Commonwealth for the delivery of employment services,

the following types of certification/accreditation:

- (c) quality management accreditation, being ISO 9001 certification or National Standards for Disability Services certification; and
- (d) RFFR Accreditation.

98.4 For the purposes of clause 98.2(b) and 98.3, 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.

98.5 Subject to this clause 98, the Provider may, in accordance with any Guidelines, seek a Reimbursement from the Capacity Building Fund of up to \$300,000 (inclusive of GST) for reasonable costs incurred by the Provider and directly attributable to obtaining the certification/accreditation referred to in clause 98.3(c) and 98.3(d).

98.6 The Provider must not claim a Reimbursement under clause 98.5 for any costs or expenses:

- (a) associated with the maintenance of the certification/accreditation referred to in clause 98.3(c) and/or 98.3(d);
- (b) mentoring from another employment services provider or industry body;
- (c) new or upgrades to software, hardware or other IT infrastructure that is not required for the purpose of supporting the requirements of information security; and/or
- (d) otherwise excluded under any Guidelines.

- 98.7 The Department's liability to pay under this clause 98 is subject to the Provider's:
- (a) strict compliance with this clause 98; and
 - (b) full and proper substantiation, to the Department's complete satisfaction, of any amounts claimed under clause 98.5.

CHAPTER B2 – SERVICING PARTICIPANTS

Section B2.1 – Provider's Caseload

99. Workforce Australia Services Caseload - General

- 99.1 The Department and the Provider acknowledge and agree that:
- (a) Participants may be connected with the Provider (as a Generalist Provider or, where relevant, as a Specialist Provider):
 - (i) through Referral:
 - (A) when the Participant is transitioned to the Provider by the Department from a jobactive Provider or a NEST Provider at the start of this Deed;
 - (B) following an online assessment, or an assessment by Services Australia, that has determined the Participant is eligible for Workforce Australia Services;
 - (C) when the 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 Workforce Australia Services; or
 - (D) when the Participant is transferred to the Provider from another Workforce Australia Employment Services Provider; or
 - (ii) if eligible, by Directly Registering with the Provider; and
 - (b) Participants will have a choice, according to their address, as to which Workforce Australia Employment Services Provider they will be Referred to. Where the Participant does not choose a Workforce Australia Employment Services Provider, the Department's IT Systems will Refer them to an appropriate Workforce Australia Employment Services Provider with available Appointments, unless this Referral would exceed the Workforce Australia Employment Services Provider's maximum tolerance of Business Share.

100. Specialist Service Groups

- 100.1 Subject to clause 100.2 and any Guidelines, if the Provider is a Specialist Provider under a particular Licence, the Provider must, unless otherwise Notified by the Department:
- (a) only provide Workforce Australia Services at the Site(s) covered by the Licence to Participants who are members of the relevant Specialist Service Group, and are Referred to, or Directly Registered with, the Provider at the Site(s); and
 - (b) direct any other individual who is not a member of the relevant Specialist Service Group and who is Referred to, or attempts to Directly Register with, the Provider at the Site(s) to the Digital Services Contact Centre.
- 100.2 If a particular Site is covered by a Licence under which the Provider is a Specialist Provider and a Licence under which the Provider is a Generalist Provider, clause 100.1 does not apply to the Provider with respect to that Site.

101. Transitioned Participants

- 101.1 The Provider must, in accordance with any Guidelines and directions from the Department:
- (a) provide Workforce Australia Services to each Transitioned Participant in accordance with this Deed; and
 - (b) commence providing Workforce Australia Services to each Transitioned Participant within the timeframe Notified or otherwise advised by the Department, following their Transition Date.

102. Referrals and Direct Registrations

- 102.1 The Provider must:
- (a) only accept a Referral of a Participant made through the Department's IT Systems or directly by Services Australia; and
 - (b) where an individual presents to the Provider without a Referral, confirm the individual's eligibility for Direct Registration in accordance with any Guidelines, and if eligibility is confirmed, Directly Register and immediately provide Workforce Australia Services to that Participant in accordance with this Deed, including any Guidelines.
- 102.2 Subject to any Guidelines and unless otherwise Notified by the Department, the Provider must:
- (a) ensure that the Electronic Calendar has, at all times, capacity to receive an Appointment within the next two Business Days; and
 - (b) Commence Referred (including transferred) and Directly Registered Participants within ten Business Days after their Referral or Direct Registration, including Participants Referred from Workforce Australia Online or an Other Service.

- 102.3 Where a Participant is Referred to the Provider from an Other Service, the Provider must, in accordance with any Guidelines, cooperate with the relevant Other Service Provider to facilitate the Participant's move into Workforce Australia Services.
- 102.4 Subject to this Deed, the Department's IT Systems will allow a flow of Referrals of Participants to the Provider within a 30 per cent tolerance of the Provider's Business Share within each Employment Region.

103. Transfers

Transfers to and from the Provider

- 103.1 The Provider agrees that a Participant may be transferred to another Workforce Australia Employment Services Provider:
- (a) after a change of address if the Participant's new address is not within a reasonable distance of a Site of the Provider;
 - (b) where the Department is satisfied that:
 - (i) a change in Workforce Australia Employment Services Provider would benefit the Participant's employment prospects; or
 - (ii) the relationship between the Participant and the Workforce Australia Employment Services Provider has broken down;
 - (c) if the parties all agree to the transfer, being the Provider, the proposed new Workforce Australia Employment Services Provider and the Participant;
 - (d) by the Department, for any other reason at its absolute discretion; or
 - (e) as otherwise specified in any Guidelines.
- 103.2 The Provider must, in accordance with any Guidelines, facilitate a referral of a Participant to Workforce Australia Online where the Participant requests a referral to Workforce Australia Online and is eligible for the referral.
- 103.3 Where a Participant is transferred to or from the Provider, the Provider must, in accordance with any Guidelines:
- (a) provide sufficient assistance and cooperation to any entity nominated by the Department to enable services to continue to be provided to the Participant;
 - (b) 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
 - (c) otherwise maintain all Records relating to the Participant in accordance with clause 45.
- 103.4 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

- 103.5 If a Participant changes their address with the result that they start receiving Workforce Australia Services from the Provider at a different Site, the Provider must continue to provide Workforce Australia Services to the Participant at no additional cost to the Department, and the transfer of any Fees or Employment Fund credits will be an internal matter for the Provider.

Section B2.2 – Engagement with Participants

104. Engagement – General

- 104.1 The Department and the Provider acknowledge and agree that:
- (a) the objective of all Engagements is to support, motivate and encourage Participants to obtain and sustain Employment; and
 - (b) the Participant, as well as the Provider, may record and report some Engagements in the Department's IT Systems.
- 104.2 For the purposes of this Deed and the requirements of the Department's IT Systems, Engagements for Participants (Mutual Obligation), and other Participants as specified in any Guidelines, include:
- (a) the Initial Interview conducted by the Provider;
 - (b) Contacts with the Provider;
 - (c) Activities;
 - (d) job interviews;
 - (e) Employment, if the hours are regular and can reasonably be scheduled by the Provider;
 - (f) Education and training;
 - (g) service to community, such participation in Defence Force Reserves, State emergency services and volunteer firefighting organisations, where known in advance;
 - (h) Capability Interviews; and/or
 - (i) any other activities, such as workshops, arranged by the Provider,
- in which the Participant may participate, and which may be recorded in the Participant's Electronic Calendar.
- Note: Under the PBAS, a Participant may undertake other tasks and activities not recorded in the Electronic Calendar.
- 104.3 Subject to any Guidelines, the Provider must, in accordance with the requirements of the Department's IT Systems and any Guidelines, record in each Participant's Electronic Calendar details of all of the Participant's Engagements.

- 104.4 The Provider must, in accordance with any Guidelines, ensure that each Participant is:
- (a) aware of the details of each Engagement recorded in the Participant's Electronic Calendar;
 - (b) notified in the manner required by the Department's IT Systems and any Guidelines, with regard to the Engagement; and
 - (c) aware of, and understands the consequences of, failing to attend, and/or participate in, the Engagement without a Valid Reason.
- 104.5 The Provider must, in accordance with any Guidelines and clause 143, use the Electronic Calendar to actively monitor and accurately record each Participant's attendance and participation in each Engagement recorded in the Participant's Electronic Calendar.

Engagements conflicting with Personal Events

- 104.6 Where the Provider is considering recording an Engagement in a Participant's Electronic Calendar with the Engagement scheduled to occur at a Personal Event Time, the Provider must, in accordance with any Guidelines:
- (a) if the Engagement is not a Mutual Obligation Requirement, record the Engagement so that it is not scheduled to occur at the Personal Event Time; or
 - (b) if the Engagement is a Mutual Obligation Requirement, discuss the relevant issues with the Participant, and record the Engagement, as specified in any Guidelines.

105. Appointments and Contacts with Participants

- 105.1 Where a Participant has an Appointment with the Provider, the Provider must, in accordance with this Deed including any Guidelines:
- (a) provide the Participant with a Contact on the date and at the time of the Appointment as recorded in the Electronic Calendar; and
 - (b) record the Participant's attendance at the Appointment in the Electronic Calendar by close of business on the day that the Appointment is scheduled to occur.
- 105.2 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.
- 105.3 Subject to any Guidelines and any direction by the Department, the Provider may conduct a Contact (other than an Initial Interview or Capability Interview) by a mode other than in person face-to-face, as agreed by the Participant and the Provider.
- 105.4 In delivering each Contact, including each Initial Interview, the Provider must ensure that the Contact:
- (a) is conducted in a professional manner;

- (b) is tailored to the individual Participant's circumstances; and
- (c) supports Participant choice.

105.5 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.

106. Initial Interviews

106.1 The Department and the Provider acknowledge and agree:

- (a) that the objectives of Initial Interviews are for the Provider to ascertain a Participant's skills, strengths and any issues that may impact on a Participant's ability to find Employment, and to inform servicing so that it is individualised and tailored; and
- (b) the importance of the Provider building positive relationships with Participants as part of the Initial Interview and each subsequent Contact.

106.2 In conducting the Initial Interview, the Provider must, in accordance with any Guidelines:

- (a) for all Participants:
 - (i) hold the Initial Interview in person, face-to-face, unless specified otherwise in any Guidelines or any direction by the Department;
 - (ii) explain the Workforce Australia Services that the Provider will provide to them;
 - (iii) based on the Provider's initial assessment of the Participant's skills, strengths and circumstances, prepare or update a Job Plan for them in accordance with Section B2.3 – Job Plans; and
 - (iv) except for Disability Support Pension Recipients (Compulsory Participation Requirements) and Participants (Voluntary), explain the Points Based Activation System to them and set their Points Target;
 - (v) provide them with:
 - (A) details of the current National Minimum Wage; and
 - (B) the Fair Work Ombudsman website and contact details;
- (b) in addition to complying with the requirements in clause 106.2(a):
 - (i) for each Participant (Mutual Obligation), explain their rights and obligations under Social Security Law and consequences for not meeting their Mutual Obligation Requirements; and
 - (ii) for each Disability Support Pension Recipient (Compulsory Participation Requirements) in Workforce Australia Services, explain their rights and

obligations under Social Security Law and consequences of not participating in accordance with their Job Plan; and

(c) otherwise comply with any Guidelines.

106.3 The Provider must undertake an assessment for each Participant within four weeks after the Initial Interview, to ensure that servicing is tailored to the Participant's individual needs and takes into account the Participant's individual circumstances, skills, strengths and any barriers or issues they may have in relation to finding Employment.

Section B2.3 – Job Plans

107. Job Plans - General

Note: Participants without Mutual Obligation Requirements do not require Job Plans except as specified in any Guidelines.

107.1 The Department and the Provider acknowledge and agree:

- (a) that each Job Plan outlines what the Participant has agreed to do in Workforce Australia Services, including their Mutual Obligation Requirements (if applicable);
- (b) that the contents of each Job Plan must be tailored to the circumstances of the individual Participant to support them in achieving their employment goals;
- (c) the importance of the Provider updating the Job Plan to reflect a Participant's current circumstances and servicing needs;
- (d) that the Points Based Activation System is the way Participants manage their Job Search efforts, activities and tasks;
- (e) that Participants have flexibility to determine and access a broad range of activities to meet their Points Target;
- (f) that a Job Plan may include Mandatory Activity Requirements;
- (g) that, in addition to Engagements managed by the Provider under Section B2.2 – Engagement with Participants, Participants are able to arrange and report on self-initiated activities and tasks, including:
 - (i) job interviews;
 - (ii) Employment;
 - (iii) Education and training;
 - (iv) service to community, such as Defence Force Reserves, State emergency services and volunteer firefighters;
 - (v) Participant Sourced Voluntary Work; and
 - (vi) Online Learning Modules; and

- (h) that Participants are rewarded for their active effort and engagement, with those who exceed their Points Requirements able to bank up to 50 per cent of their Point Targets for the following Points Reporting Period.
- 107.2 The Provider must, in accordance with any Guidelines, ensure that, at all times, each Participant has a current and up-to-date Job Plan and that the Job Plan is regularly updated to reflect the Participant's current circumstances and servicing needs.
- 107.3 The Provider must:
 - (a) provide each Participant with the assistance;
 - (b) arrange and support participation in any Activities; and
 - (c) monitor the Participant's participation in any Activities, specified in the Participant's Job Plan.
- 107.4 The Provider must comply with its obligations under clause 97 in relation to the Social Security Law and ensure that the relevant Delegate complies with the rules set out in any Guidelines when entering into or updating a Job Plan.

108. Entering into a Job Plan

- 108.1 If, at their Initial Interview with the Provider:
 - (a) a Participant does not have a Job Plan;
 - (b) in any case, they have transferred to the Provider from another Workforce Australia Employment Services Provider; or
 - (c) they have been Referred from Workforce Australia Online to Workforce Australia Services,the Provider must ensure that a Delegate:
 - (d) creates a new Job Plan with the Participant and explains it to them;
 - (e) provides time for the Participant to consider the Job Plan before agreeing to it; and
 - (f) enters into and approves a new Job Plan with the Participant,in accordance with any Guidelines.

109. Contents of a Job Plan

- 109.1 The Provider must ensure that each Participant's Job Plan:
 - (a) contains all the details, terms and information;
 - (b) is updated within any timeframe; and

- (c) is in a form approved by the Department,
specified in any Guidelines.

110. Points Requirements within a Job Plan

- 110.1 The Provider must ensure that a Delegate:
- (a) specifies the Points Requirement (as appropriate) for each Participant (Mutual Obligation) in their Job Plan; and
 - (b) ensures that the Points Requirement is appropriately recorded in the Participant's (Mutual Obligation) Job Plan at all times during their Period of Registration.
- 110.2 The Provider must, in accordance with any Guidelines, ensure that each Participant (Mutual Obligation) is aware at all times:
- (a) of their current Points Target; and
 - (b) that they must record details of their completed tasks to meet their Points Requirement for each Points Reporting Period through the Department's Website or through the jobseeker application (app).
- 110.3 For each Participant (Mutual Obligation), the Provider must, as specified in any Guidelines, determine whether the Participant has satisfactorily met their Points Requirement for each Points Reporting Period.

Note 1: The Department's IT Systems will identify if the number of tasks reported (whether through the Department's Website or through the jobseeker application (app)) meet the Participant's Points Requirement for each Points Reporting Period.

Note 2: Clause 145 Compliance actions – Participants (Mutual Obligation) will apply if the Participant fails to comply with the Points Requirement in their Job Plan.

111. Specific requirements for cohorts within Workforce Australia Services

Early School Leavers

- 111.1 For Participants who are Early School Leavers, the Provider must provide Activities for up to 25 hours per week in accordance with any Guidelines, and manage any failure to meet their Mutual Obligation Requirement in accordance with Section B4.3 – Compliance action, while they are an Early School Leaver.

Records for Early School Leavers

- 111.2 If a Participant who has been assessed as being an Early School Leaver advises the Provider that they have attained a Year 12 or equivalent qualification, the Provider must, in accordance with any Guidelines:
- (a) request the Participant to provide evidence of that qualification to the Provider;
 - (b) retain Records of this request and a copy of any evidence provided by the Participant, in accordance with clause 45; and

- (c) if requested by the Department, provide a copy of the Record to the Department or Services Australia.

Section B2.4 – Job Seeker Assessment Framework

112. Ongoing Assessment – General

- 112.1 The Provider may assess the needs of a Participant using the Job Seeker Assessment Framework (including the Job Seeker Snapshot) and its own resources to tailor the support offered to the Participant as part of the Workforce Australia Services.

113. Job Seeker Snapshot

- 113.1 Subject to clause 113.2, the Provider may, at any time, record changes in the Participant's personal circumstances or include new information in a Participant's record in the Department's IT Systems by:
 - (a) conducting a Change of Circumstances Reassessment using the Job Seeker Snapshot; or
 - (b) requesting the Participant to conduct a Change of Circumstances Reassessment using the Job Seeker Snapshot.
- 113.2 The Provider must, in accordance with any Guidelines:
 - (a) have Documentary Evidence confirming a change in the Participant's recorded personal circumstances before it takes action under clause 113.1; and
 - (b) record the relevant Documentary Evidence in the Department's IT Systems.

Section B2.5 – Self-help Facilities for Participants

114. Self-help Facilities

- 114.1 The Provider must, in accordance with any Guidelines:
 - (a) make available at each Site, Self-help Facilities that any Workforce Australia Services or Workforce Australia Services Online Participant can access for free for the purpose of accessing:
 - (i) Workforce Australia Online, including self-reporting, undertaking job searches, and tools and information about the best ways to look for and find Employment;
 - (ii) local, regional and national labour market information, in particular the Labour Market Information Portal and Job Outlook Websites;
 - (iii) career information, in particular through the National Career Institute website; and
 - (iv) information on training pathways, in particular through the My Skills website;
 - (b) as necessary, provide support to utilise Self-help Facilities; and

- (c) establish and implement controls to ensure that Self-help Facilities are used appropriately, including in accordance with the Cybersafety Policy.

Section B2.6 – Suspensions and Exits

115. Suspensions and Exits – General

- 115.1 The Department and the Provider acknowledge and agree that:
 - (a) at any time, a Participant may be subject to a Suspension, or Exited from Workforce Australia Services;
 - (b) the Department's IT Systems will identify if a Participant has been Suspended or Exited;
 - (c) a Participant may be Suspended or Exited by Services Australia, the Department, or in accordance with any Guidelines, the Provider itself; and
 - (d) the Participant's Period of Registration, Period of Service and Period of Unemployment will be shown on the Department's IT Systems.
- 115.2 If the Provider identifies, or is notified by Services Australia, that a Participant who is Suspended due to fully meeting their Mutual Obligation Requirements, ceases to fully meet their Mutual Obligation Requirements, the Provider must take action in accordance with any Guidelines.
- 115.3 The Provider must, in accordance with any Guidelines, record in the Department's IT Systems any changes in the Participant's circumstances that may result in a Participant being Suspended, no longer being Suspended or being Exited.

116. Management during a Suspension

- 116.1 The Department and the Provider acknowledge and agree that subject to clause 116.3, and in accordance with any Guidelines, a Participant who is Suspended can voluntarily participate in Workforce Australia Services as a Participant (Voluntary).
- 116.2 Where a Participant is Suspended and does not volunteer to participate in Workforce Australia Services, the Provider may cease providing Services to the Participant until the cessation of the Suspension in accordance with any Guidelines.
- 116.3 If a Participant who is Suspended has decided to voluntarily participate in Workforce Australia Services while Suspended, the Provider must, taking into account the reason for the Suspension and in accordance with any Guidelines:
 - (a) discuss and agree with the Participant on what Engagements they will participate in;
 - (b) record on the Department's IT Systems that the Participant is participating as a Participant (Voluntary); and
 - (c) provide Workforce Australia Services for the period of the agreed Engagements.

- 116.4 If the Provider or Services Australia identifies, or the Provider is notified by Services Australia, that a Participant (Voluntary) has experienced a situation that means they are unable to continue participating in the Workforce Australia Services, the Provider must immediately record on the Department's IT Systems that the Participant is no longer a Participant (Voluntary).

117. Delivery of Services following cessation of a Suspension

- 117.1 Subject to clause 118, after a Suspension, the Provider must immediately resume providing Workforce Australia Services to the Participant, review the Participant's Job Plan and update it as required, and review the Participant's servicing needs, in accordance with Section B1.2 – General requirements – Services to Participants, Section B2.3 – Job Plans and any Guidelines.

118. Effect of Exits

- 118.1 The Provider agrees that a Participant is Exited from Workforce Australia Services when:
- (a) an Effective Exit occurs;
 - (b) a Departmental Exit occurs;
 - (c) a Provider Exit occurs; or
 - (d) when any other event, as Notified by the Department or specified in any Guidelines, occurs.
- 118.2 Where a Participant is Exited, the Provider may cease providing Services to the Participant unless the Participant returns to the Services less than 13 Consecutive Weeks after the date of the Exit, in which case the Provider must immediately resume providing Workforce Australia Services to the Participant.

Section B2.7 – Post-placement Support

119. Post-placement Support

- 119.1 Where a Participant is progressing towards an Employment Outcome, the Provider is expected to provide Post-placement Support to the Participant, regardless of whether the Participant has been Exited, until:
- (a) the Participant has satisfied a 26 Week Period for an Employment Outcome; or
 - (b) the Provider determines that the Participant is unlikely to achieve the relevant Outcome,

unless the Participant has requested to not receive any Post-placement Support, in which case the Provider must retain a record of the relevant request.

CHAPTER B3 – ACTIVITIES

Section B3.1 – Activities for Participants

120. Activities – General

120.1 The Department and the Provider acknowledge and agree that:

- (a) the Provider is responsible for:
 - (i) supporting Participants to participate in Activities that the Provider and Participant agree will address the Participant's Vocational Barriers and Non-vocational Barriers, and improve their work readiness and progress towards Employment;
 - (ii) supporting Participants who may be required to undertake Activities to meet their Points Target and any other Mutual Obligation Requirements;
 - (iii) supporting Participants to participate in Activities which take into account their individual circumstances and work capacity, including by arranging individually tailored Activities; and
 - (iv) ensuring that Participants are provided with choice in the Activities they participate in, except when they are referred to a default Activity as part of:
 - (A) their Mandatory Activity Requirements; or
 - (B) a Reconnection Requirement;
- (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, and Participants may undertake other activities to meet their Points Target;
- (d) the Provider may also refer Participants to Activities arranged by the Department or Workforce Australia - Workforce Specialists; and
- (e) the Provider has the flexibility to place Participants in Activities:
 - (i) of any duration; and
 - (ii) at any time within their Period of Service,provided it has taken into consideration the relevant Participant's individual needs.

- 120.2 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.
- 120.3 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.
- 120.4 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.
- 120.5 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.
- 120.6 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.

- 120.7 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.
- 120.8 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.
- 120.9 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.
- 120.10 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.
- 120.11 The Provider must, in accordance with any Guidelines, record details of each Activity in the Department's IT Systems, including:
- (a) details of the Participants referred to or placed in the Activity;
 - (b) the required hours of participation for each Participant; and
 - (c) the number of hours completed by each Participant.
- 120.12 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.

120.13 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

121. Work health and safety - General

121.1 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.

122. Risk Assessments

122.1 To meet its obligations under clauses 122.2 to 122.5, the Provider must use a Competent Person.

122.2 The Provider must, in accordance with any Guidelines:

- (a) undertake an Activity Risk Assessment of:
 - (i) subject to clause 122.2(a)(ii), every Specified Activity it has arranged; and
 - (ii) any Local Jobs Program Activity where the Provider is the Local Jobs Program Activity Partner,before the start of the Specified Activity;
- (b) 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 122.2(a) and 122.2(b) and any action taken in accordance with the Risk Assessment, and provide the relevant Records to the Department upon request.

122.3 The Provider must confirm that an Activity Risk Assessment has been undertaken for any Specified Activity conducted by any:

- (a) Local Jobs Program Activity Host (where the Provider is not the Local Jobs Program Activity Partner);
- (b) Workforce Australia - Workforce Specialist;
- (c) EST Provider; or
- (d) CTA Provider,

in which a Participant on the Provider's Caseload has been placed.

122.4 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.

122.5 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.

123. Incidents

- 123.1 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.
- 123.2 Where an incident falls within clause 123.1(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.
- 123.3 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.

124. Supervision

Note: Supervisors may be engaged/employed by the Provider or a Subcontractor to supervise Activities or may be engaged/employed by Host Organisations to supervise Activities that they provide. Launch into Work Organisations, Local Jobs Program Activity Hosts, Workforce Australia - Workforce Specialists, CTA Providers and EST Providers are responsible for organising Supervision in relation to Activities they provide and for conducting relevant checks on their Personnel and Supervisors prior to their involvement.

- 124.1 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.
- 124.2 The Provider must conduct relevant checks on all Participants and all relevant Personnel and Supervisors in accordance with clause 80.
- 124.3 The Provider must ensure that any:
 - (a) Provider Personnel, any Host Organisation or any Subcontractor who has direct involvement in (including where they have close contact with Participants); and
 - (b) Supervisor for,

any Work for the Dole Place, PaTH Internship, NWEF Placement, 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.
- 124.4 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, any Host Organisation or any 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.
- 124.5 Where the Department gives Notice under clause 124.4, 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.

124.6 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.

124.7 All Supervisors who:

- (a) are contracted by the Provider to provide Supervision for any Work for the Dole Place, PaTH Internship, NWEF Placement, 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 59.

Section B3.3 - Requirements for Activities

125. Work for the Dole

125.1 The Department and the Provider acknowledge and agree that:

- (a) the objective of Work for the Dole is to help Participants gain skills, experience, and confidence to move towards Employment;
- (b) Work for the Dole is only for Workforce Australia Services Participants, and Work for the Dole activities are to be arranged by Workforce Australia Employment Services Providers;
- (c) a Workforce Australia Employment Services Provider may fill Work for the Dole Placements and Work for the Dole Project Places which have been arranged by another Workforce Australia Employment Services Provider and advertised on the Department's IT Systems;
- (d) Work for the Dole Placements involve placing single or multiple Participants within an existing function of the Host Organisation;
- (e) Work for the Dole Projects involve placing groups of Participants with community projects developed specifically as a Work for the Dole activity;
- (f) wherever possible, Work for the Dole activities should include some or all of the Core Competencies;
- (g) wherever possible, Work for the Dole activities should include attainment of a licence, qualification, Micro-credential or other recognised skill; and
- (h) Work for the Dole activity costs may be paid by the Department under clauses 160 and 161.

Sourcing and advertising Work for the Dole activities

- 125.2 The Provider may, in accordance with any Guidelines, arrange Work for the Dole Placements and, from 4 October 2022, Work for the Dole Projects with eligible not-for-profit organisations or charities, local, state, territory or Australian Government organisations or agencies, or a not-for-profit arm of for-profit organisations.
- 125.3 The Provider must only arrange Work for the Dole activities for Participants and do so in accordance with Section B3.1 – Activities for Participants, Section B3.2 - Work health and safety and any Guidelines.
- 125.4 When arranging any Work for the Dole Placement or Work for the Dole Project, the Provider must, in accordance with any Guidelines:
- (a) negotiate and execute a Host Organisation Agreement with the relevant Host Organisation; and
 - (b) ensure that the term of the Host Organisation Agreement is no more than 12 months, except as otherwise permitted by any Guidelines.
- 125.5 Where the Provider replaces another Workforce Australia Employment Services Provider who negotiated and executed a Host Organisation Agreement, the Provider must, in accordance with any Guidelines, use its best endeavours to:
- (a) novate the relevant Host Organisation Agreement to it; or
 - (b) enter into a new Host Organisation Agreement with the relevant Host Organisation on the same terms as the current Host Organisation Agreement; or
 - (c) advise the Department if it is unable to novate the relevant Host Organisation Agreement or enter into a Host Organisation Agreement within 10 Business Days of becoming the replacing Provider.

Commencement of Participants in Work for the Dole activities

- 125.6 The Provider must fill each Work for the Dole Placement or Work for the Dole Project Place with an appropriate Participant taking into consideration:
- (a) the Participant's circumstances and, if relevant, work restrictions;
 - (b) the characteristics of the Work for the Dole activity; and
 - (c) an appropriate duration for the Participant to be placed in the Work for the Dole activity.
- 125.7 The Provider must not place a Participant into Work for the Dole activities if the Participant is aged less than 18 years.
- 125.8 Where the Provider has commenced a Participant in a Work for the Dole Placement or Work for the Dole Project, and the Participant subsequently leaves the relevant Work for Dole activity, and the Host Organisation wishes to continue the relevant Work for the Dole activity:

- (a) the Provider should replace that Participant in a timely manner; or
- (b) advertise the Work for the Dole Placement or Work for the Dole Project Place as available on the Department's IT Systems.

Training requirements for Work for the Dole activities

125.9 In addition to the training required under clause 122.5(b), where a Work for the Dole activity provides Participants with the opportunity to attain a licence, qualification, Micro-credential or other recognised skill, the Provider should ensure that:

- (a) each Participant receives the relevant training to support such attainment as specified in the Host Organisation Agreement and any Guidelines; and
- (b) where relevant to a Participant, the Work for the Dole activity provides the Participant with the opportunity to develop experience using that licence, qualification, Micro-credential or other recognised skill within the activity.

Insurance for Work for the Dole activities on private property

125.10 Subject to clause 125.11, where the Provider has received approval from the Department for Work for the Dole activities involving work on private property, the Provider must ensure that, for the duration of the Work for the Dole activities, there is public liability insurance, written on an occurrence basis, with a limit of indemnity of at least \$20 million in respect of any one occurrence, which covers the liability of the lessor or owner of the land on which the activities take place, including to Participants, as relevant.

125.11 Where the Provider cannot ensure that there is public liability insurance in accordance with clause 125.10, the Provider must not arrange the activities without the Department's prior written approval.

126. Voluntary Work

126.1 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.

126.2 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.

126.3 The Provider acknowledges and agrees that Participants will be able to arrange their own volunteering opportunities that count towards their Points Target, and where this occurs the Participant Sourced Voluntary Work is not subject to this clause 126.

127. PaTH Internships

127.1 The Department and the Provider acknowledge and agree that:

- (a) the objective of PaTH Internships is to provide work trials to Participants that help them gain experience and confidence, while demonstrating their skills to a potential Employer;

- (b) Workforce Australia Services Participants may participate in PaTH Internships:
 - (i) arranged by their Provider;
 - (ii) arranged by an EST Provider, where the Participant has commenced an EST Course; or
 - (iii) arranged by a Workforce Australia - Workforce Specialist; and
 - (c) the PaTH Internship may be eligible for a PaTH Internship Provider Payment and PaTH Internship Host Payment, as specified in clause 158 and clause 152.
- 127.2 The Provider may, in accordance with Section B3.1 – Activities for Participants, Section B3.2 - Work health and safety and any Guidelines, arrange PaTH Internships for eligible Participants.
- 127.3 The Provider must not place a Participant into a PaTH Internship if the Participant is:
- (a) aged less than 17 years or more than 24 years; and/or
 - (b) not eligible to participate in a PaTH Internship in accordance with any Guidelines.
- 127.4 When arranging a PaTH Internship, the Provider must, in accordance with any Guidelines:
- (a) ensure that the Host Organisation is eligible to host a PaTH Internship;
 - (b) confirm that the PaTH Internship has a reasonable prospect of Employment for the Participant; and
 - (c) negotiate and execute a Host Organisation Agreement (otherwise referred to as a PaTH Internship Agreement) with the relevant Host Organisation and Participant.

128. National Work Experience Program

- 128.1 The Department and the Provider acknowledge and agree that:
- (a) the objective of NWEPP is to provide work trials to Participants that help them gain experience and confidence, while demonstrating their skills to a potential Employer;
 - (b) Workforce Australia Services Participants may participate in NWEPP Placements:
 - (i) arranged by their Provider;
 - (ii) arranged by an EST Provider, where the Participant has commenced an EST Course;
 - (iii) arranged by a CTA Provider, following completion of a CTA Course; or
 - (iv) arranged by a Workforce Australia - Workforce Specialist; and

- (c) the NWEF Placement may be eligible for a NWEF Provider Payment and NWEF Host Payment, as specified in clause 159 and clause 153.
- 128.2 The Provider may, in accordance with Section B3.1 – Activities for Participants, Section B3.2 - Work health and safety and any Guidelines, arrange NWEF Placements for eligible Participants.
- 128.3 The Provider must not place a Participant into an NWEF Placement if the Participant is:
 - (a) aged less than 25 years; and/or
 - (b) not eligible to participate in an NWEF Placement in accordance with any Guidelines.
- 128.4 When arranging an NWEF Placement, the Provider must, in accordance with any Guidelines:
 - (a) ensure that the Host Organisation is eligible to host an NWEF Placement;
 - (b) confirm that the NWEF Placement has a reasonable prospect of Employment for the Participant; and
 - (c) negotiate and execute a Host Organisation Agreement with the relevant Host Organisation and Participant.

129. Observational Work Experience Placement

- 129.1 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.
- 129.2 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.
- 129.3 The Provider must not place a Participant into an Observational Work Experience Placement if the Participant is aged less than 15 years.
- 129.4 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.

130. Local Jobs Program

- 130.1 The Department and the Provider acknowledge and agree that:
- (a) the objective of the Local Jobs Program is to support employment growth in each Employment Region, with a focus on tailored approaches to reskilling, upskilling and employment pathways for eligible Participants that meet Employer needs;
 - (b) Local Jobs and Skills Taskforces have been established in each Employment Region to identify key employment priorities in the relevant Local Jobs Plan, facilitate the design of targeted Local Jobs Program Activities that meet the priorities of the Local Jobs Plan and strengthen linkages between stakeholders;
 - (c) all Local Jobs Program Activities must have an eligible Workforce Australia Employment Services Provider, Workforce Australia - Transition to Work Provider or ParentsNext Provider as a Local Jobs Program Activity Partner; and
 - (d) Participants may participate in Local Jobs Program Activities managed by a Local Jobs Program Activity Partner.
- 130.2 If the Provider is a Local Jobs Program Activity Partner, the Provider must, in accordance with Section B3.1 – Activities for Participants, Section B3.2 - Work health and safety and any Guidelines:
- (a) support Local Jobs Program Activities;
 - (b) advertise Local Jobs Program Activities on the Department's IT Systems;
 - (c) identify eligible and potentially suitable Participants for Local Jobs Program Activities; and
 - (d) make Local Jobs Program Activities available to other eligible participants on the caseload of other Workforce Australia Employment Services Providers.
- 130.3 If the Provider is not a Local Jobs Program Activity Partner, the Provider may, in accordance with any Guidelines, identify eligible and potentially suitable Participants and refer them to a Local Jobs Program Activity.

131. Workforce Specialist Projects

- 131.1 The Department and the Provider acknowledge and agree that:
- (a) the objective of Workforce Specialist Projects is to meet the workforce needs of key industries and occupations identified in the Workforce Connections Plan by connecting them to suitable job seekers, including Participants; and
 - (b) Participants may participate in projects managed by a Workforce Australia - Workforce Specialist.
- 131.2 The Provider must, in accordance with any Guidelines, identify eligible and potentially suitable Participants for Workforce Specialist Projects and refer them to the relevant Workforce Australia - Workforce Specialists.

- 131.3 Where a Participant referred to a Workforce Australia - Workforce Specialist is assessed by the Workforce Australia - Workforce Specialist as:
- (a) not eligible;
 - (b) eligible but not suitable to participate in a Workforce Specialist Project; or
 - (c) not having capacity to participate in a Workforce Specialist Project,
- the Workforce Australia - Workforce Specialist will inform the Provider that the referral is rejected, and the Provider must take action in accordance with any Guidelines.

132. Launch into Work

- 132.1 The Department and the Provider acknowledge and agree that the objective of Launch into Work is to deliver tailored pre-employment placements to build the skills and experience of job seekers for entry level roles.
- 132.2 The Provider must, in accordance with any Guidelines, identify eligible and potentially suitable Participants for Launch into Work Placements and refer them to the relevant Launch into Work Organisation.

133. Employability Skills Training

- 133.1 The Department and the Provider acknowledge and agree that:
- (a) the objectives of EST are to:
 - (i) enhance the employability of EST Participants through targeted training and work trials; 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;
 - (c) Participants can be referred to an EST Course under a fee-for-service arrangement paid by the Provider; and
 - (d) the EST Provider may place a Participant who has commenced an EST Course in a work trial placement where the Participant is considered a suitable match and agrees to complete a PaTH Internship or NWEF Placement.
- 133.2 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.
- 133.3 The Provider must not refer a Participant to an EST Course if:
- (a) the Participant is:
 - (i) aged less than 15 years; and/or

- (ii) not receiving an Income Support Payment; and/or
 - (b) subject to any Guidelines, to do so would exceed the Referral Cap.
- 133.4 Before referring a Participant to an EST Course, the Provider must, in accordance with any Guidelines, confirm that:
 - (a) the Participant is an EST Eligible Participant;
 - (b) the EST Training Block 1 Course and/or Training Block 2 Course, as applicable, is suitable for the Participant; and
 - (c) the Participant has the capacity to undertake the EST Course on a full-time basis or on a part-time basis, as relevant.
- 133.5 The Provider must, for each Participant referred to an EST Course, pay the relevant EST Provider in accordance with any Guidelines.

134. Career Transition Assistance

- 134.1 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 work trials; 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;
 - (c) CTA is targeted at Participants aged at least 45 years; and
 - (d) the CTA Provider may place a CTA Eligible Participant who has completed a CTA Course in an NWEF Placement where the CTA Eligible Participant is considered a suitable match and wants to complete an NWEF Placement.
- 134.2 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.
- 134.3 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.
- 134.4 The Provider must not refer a Participant to a CTA Course if:
 - (a) the Participant is aged less than 45 years; and/or

- (b) subject to any Guidelines, to do so would exceed the Referral Cap.

135. Self-Employment Assistance

- 135.1 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;
 - (c) Self-Employment Assistance has broad eligibility; and
 - (d) the Provider may be eligible for a Partial Outcome Payment in respect of a Self-Employment Assistance Participant formerly on the Provider's Caseload.

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

- 135.2 The Provider must ensure that any Participant who expresses an interest in self-employment is made aware of Self-Employment Assistance.
- 135.3 The Provider may, in accordance with any Guidelines, refer Participants identified as suitable for self-employment to a Self-Employment Assistance Provider.
- 135.4 Where a Participant 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 Small Business Training,

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.

136. Skills for Education and Employment

- 136.1 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.
- 136.2 The Provider may, in accordance with any Guidelines, refer any SEE Eligible Participant to a SEE Provider to undertake a SEE Training Course.
- 136.3 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.
- 136.4 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.

137. Non-vocational assistance and interventions

- 137.1 The Department and the Provider acknowledge and agree that Participants may require assistance and interventions to address their Non-vocational Barriers.
- 137.2 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.
- 137.3 The Provider must pay any Subcontractor or third party engaged to deliver Non-vocational assistance and intervention, and may be able to claim Reimbursement through the Employment Fund in accordance with clause 150.

CHAPTER B4 – PARTICIPANT REQUIREMENTS AND COMPLIANCE

Section B4.1 – Targeted Compliance Framework

138. Targeted Compliance Framework - General

138.1 The Department and the Provider acknowledge and agree that:

- (a) Workforce Australia Employment Services Providers have a key role in assisting Participants to understand and meet their Mutual Obligation Requirements while participating in Workforce Australia Services;
- (b) in managing Mutual Obligations and, where necessary, applying the Targeted Compliance Framework, Workforce Australia Employment Services Providers are expected to act sensitively and accurately, recognising the potential implications for Participants and their Income Support Payments;
- (c) it is essential that the Provider's Personnel and any Subcontractors, who have been delegated powers in this area under the Social Security Law, are trained and understand the Targeted Compliance Framework;
- (d) under the Targeted Compliance Framework, a Participant (Mutual Obligation)'s Income Support Payment may be suspended, reduced and/or cancelled if the Participant commits a:
 - (i) Mutual Obligation Failure (i.e. fails to comply with obligations such as compulsory requirements in their Job Plan (such as their Points Requirement), attending appointments, undertaking activities, or taking action to gain employment) without a Valid Reason;
 - (ii) Work Refusal Failure (i.e. refuses or fails to accept an offer of suitable paid work); or
 - (iii) Unemployment Failure (i.e. becomes unemployed because of a voluntary act (except a reasonable act) or misconduct); and
- (e) the Provider must for each Participant (Mutual Obligation):
 - (i) actively monitor and manage Mutual Obligation Requirements;
 - (ii) ensure that Participants (Mutual Obligation) are aware of their requirements and are able to meet them; and
 - (iii) when required, conduct a Capability Interview in accordance with clause 145.2 and any Guidelines.

Section B4.2 – Mutual Obligation Requirements and Compulsory Requirements

139. Mutual Obligation Requirements – General

139.1 The Department and the Provider acknowledge and agree that:

- (a) Participants (Mutual Obligation) have Mutual Obligation Requirements that they must meet in order to receive their Income Support Payments;
- (b) Disability Support Pension Recipients (Compulsory Participation Requirements) have requirements that they must meet in order to receive their Income Support Payments;
- (c) Participants other than those specified in clauses 139.1(a) and (b) do not have any set requirements; and
- (d) in Workforce Australia Services, Participants have flexibility and choice, working with their Provider, as to how they meet their Mutual Obligation Requirements, through PBAS, noting that, under PBAS:
 - (i) Participants will often have a Points Target, including a Job Search Requirement, that needs to be met each Points Reporting Period; and
 - (ii) Participants may be required to undertake a Mandatory Activity.

140. General requirements - Participants (Mutual Obligation)

140.1 For each Participant (Mutual Obligation), the Provider must, in accordance with any Guidelines:

- (a) ensure that the Participant understands:
 - (i) their Mutual Obligation Requirements;
 - (ii) their personal responsibility to self-report participation against their Mutual Obligation Requirements (unless the Participant is assessed as not being capable of self-reporting under clause 143.1);
 - (iii) the circumstances in which a Mutual Obligation Failure, Work Refusal Failure, Unemployment Failure and failure to meet a Reconnection Requirement can occur; and
 - (iv) the consequences for the Participant's Income Support Payment if the Participant persistently commits Mutual Obligation Failures without a Reasonable Excuse, commits a Work Refusal Failure without a Reasonable Excuse, commits an Unemployment Failure, or fails to meet a Reconnection Requirement;
- (b) assess the Participant's capability to take personal responsibility for self-reporting in accordance with clauses 143.2 and 144;
- (c) actively monitor and record the Participant's participation against their Mutual Obligation Requirements in accordance with clause 143;
- (d) respond to any non-compliance by the Participant with their Mutual Obligation Requirements in accordance with Section B4.3 – Compliance action; and
- (e) confirm the Participant's contact details.

141. General requirements - Disability Support Pension Recipients (Compulsory Participation Requirements)

- 141.1 For each Disability Support Pension Recipient (Compulsory Participation Requirements) in Workforce Australia Services, the Provider must, in accordance with any Guidelines:
- (a) notify the Participant of the full details of any requirement that the Participant must meet to remain eligible for Income Support Payments;
 - (b) monitor the participation of the Disability Support Pension Recipient (Compulsory Participation Requirements); and
 - (c) if the Provider determines that the Participant has not attended an Appointment, entered into a current Job Plan or appropriately participated in any Activities, as specified in any Guidelines, promptly take action in accordance with any Guidelines.

142. Mandatory Activity Requirement

- 142.1 The Delegate must, in accordance with any Guidelines, for each Participant (Mutual Obligation):
- (a) identify if the Participant is required to undertake a Mandatory Activity, at the end of:
 - (i) subject to clause 142.1(a)(ii), a six month Period of Service if the Participant is Commenced in Workforce Australia Services; or
 - (ii) a three month Period of Service, if the Participant is Referred from Workforce Australia Online following a Period of Registration of 12 months or more in Workforce Australia Online;
 - (b) if the Delegate identifies that the Participant is required to undertake a Mandatory Activity under clause 142.1(a), set an appropriate Mandatory Activity, noting that Work for the Dole is the default activity, by recording the Activity in the Participant's Job Plan as a Mandatory Activity Requirement; and
 - (c) if the Delegate sets an appropriate Mandatory Activity under clause 142.1(b):
 - (i) ensure that the Participant is aware of the Mandatory Activity Requirements relating to the Mandatory Activity; and
 - (ii) ensure that the Participant understands:
 - (A) how to report details of their participation in, and completion of, the Mandatory Activity, either by self-reporting or, if assessed as not being capable of self-reporting, by providing an update directly to the Provider; and
 - (B) the consequences of failure to participate in the Mandatory Activity.
- 142.2 Clause 145 will apply if the Participant (Mutual Obligation) fails to meet their Mandatory Activity Requirement.

143. Personal responsibility and reporting

143.1 For each Participant (Mutual Obligation), the Provider must, when entering into or updating a Job Plan, assess the Participant's capability to take personal responsibility for self-reporting participation, in accordance with any Guidelines, and record the result of this assessment in the Department's IT Systems.

143.2 For each Participant (Mutual Obligation), the Provider must, in accordance with any Guidelines:

- (a) if the Provider assesses the Participant as capable of self-reporting, confirm the Participant's self-reporting of; or
- (b) if the Provider assesses the Participant as not capable of self-reporting, record for the Participant,

the Participant's participation against each of the Mutual Obligation Requirements scheduled in their Electronic Calendar and any other requirements specified in any Guidelines.

144. Active management of Mutual Obligation Requirements

144.1 If the Provider is satisfied that a Participant (Mutual Obligation) has an Acceptable Reason for being unable to comply with a Mutual Obligation Requirement on the date or at the time the Mutual Obligation Requirement is scheduled to occur:

- (a) in their Electronic Calendar, the Provider must reschedule or remove the Mutual Obligation Requirement from the Electronic Calendar in accordance with any Guidelines; or
- (b) outside their Electronic Calendar, the Provider must comply with any Guidelines in managing the Mutual Obligation Requirement.

Note: A Participant (Mutual Obligation) will not commit a Mutual Obligation Failure if the relevant Mutual Obligation Requirement is rescheduled or removed by the Provider in accordance with clause 144.1.

Section B4.3 – Compliance action

145. Compliance actions – Participants (Mutual Obligation)

145.1 If the Provider becomes aware that a Participant (Mutual Obligation) has:

- (a) apparently committed a Mutual Obligation Failure;
- (b) apparently committed a Work Refusal Failure; or
- (c) become unemployed apparently as:
 - (i) a direct or indirect result of a voluntary act of the Participant; or
 - (ii) a result of the Participant's misconduct as an employee,

the Provider must, subject to any Guidelines:

- (d) attempt to contact the Participant on the same Business Day on which the Provider becomes aware of the apparent Mutual Obligation Failure, the apparent Work Refusal Failure, or the unemployment; and
- (e) if there is:
 - (i) contact between the Provider and the Participant on that day, during that contact; or
 - (ii) no contact between the Provider and the Participant on that day, and where the Participant later contacts the Provider,

immediately take the action specified in any Guidelines.

Note: In complying with any Guidelines regarding a Mutual Obligation Failure, the Provider must assess whether the Participant has a Valid Reason.

Capability Interview

145.2 The Provider must conduct a Capability Interview:

- (a) in person, face-to-face, except in allowable circumstances as specified in any Guidelines; and
- (b) otherwise in accordance with any Guidelines,

with a Participant (Mutual Obligation) if the Department's IT Systems specify that the Participant's Reconnection Requirement is a Capability Interview.

Capability Assessment

145.3 Where Services Australia has conducted a Capability Assessment for a Participant (Mutual Obligation), the Provider must:

- (a) review the outcome of the Capability Assessment and action any recommendations from Services Australia arising from the outcome; and
- (b) take any action specified in any Guidelines.

Removing Demerits

145.4 Where a Participant (Mutual Obligation) has incurred a Demerit for a Mutual Obligation Failure, the Provider must, in the circumstances specified in, and in accordance with, any Guidelines, remove the Demerit and change the related Reconnection Requirement (if required).

146. Compliance actions – Disability Support Pension Recipients (Compulsory Participation Requirements)

146.1 Where the Provider becomes aware that any Disability Support Pension Recipient (Compulsory Participation Requirements) who is being serviced under Workforce Australia Services has failed to comply with one or more of their Mutual Obligation Requirements by failing to:

- (a) attend an Appointment;

- (b) enter into a current Job Plan; or
- (c) appropriately participate in any Activities as specified in any Guidelines,

the Provider must attempt to contact the Disability Support Pension Recipient (Compulsory Participation Requirements) on the same Business Day that the Provider becomes aware of the failure to comply, and take any action specified in any Guidelines.

CHAPTER B5 – SERVICING EMPLOYERS

Section B5.1 – Vacancy Management

147. Vacancy management

147.1 The Provider must, in accordance with any Guidelines:

- (a) lodge every Vacancy (which is not an Unsuitable position) that it creates or obtains on the Department's IT Systems; and
- (b) ensure that the details of each Vacancy lodged on the Department's IT Systems are complete, up-to-date, and comply with any conditions of use as specified in any Guidelines.

Note: The Provider may lodge more than one similar vacant position with the same Employer as a Vacancy on the Department's IT Systems.

147.2 The Provider must, in accordance with any Guidelines:

- (a) refer suitable Participants to Employers with Vacancies;
- (b) advise Participants (Mutual Obligation) that they are required to take any suitable job they are referred to and offered by the Employer, and of the consequences of failing to do so;
- (c) record the Job Placement Start Date in the Department's IT Systems within 56 days of each Participant commencing in (as relevant):
 - (i) Employment, where the Participant is successful in gaining Employment; or
 - (ii) Unsubsidised Self-Employment.

148. Harvest Work

148.1 The Department and the Provider acknowledge and agree that:

- (a) Employers in the horticultural industry seeking to recruit workers can advertise Vacancies and receive support to source workers as part of Harvest Trail Services;
- (b) Harvest Trail Services are delivered by Harvest Trail Services Providers;

- (c) the Provider may be eligible for a Harvest Work Outcome Payment under clause 155; and
 - (d) Participants who are referred to an HTS Provider are called Harvest Workers.
- 148.2 The Provider must, in accordance with any Guidelines:
- (a) refer to an HTS Provider any Participant who has expressed interest in a Harvest Placement; and
 - (b) manage and report on Harvest Workers.

Section B5.2 – Financial Incentives

149. Financial Incentives – General

- 149.1 The Department and the Provider acknowledge and agree that:
- (a) there is a range of Financial Incentives accessible through Workforce Australia Services that Providers can use when tailoring support for Employers and for Participants to obtain and sustain Employment;
 - (b) the Provider may also be asked to draw upon these resources to assist with projects delivered by Workforce Australia - Workforce Specialists, Employment Facilitators or the Department;
 - (c) the Provider must do all things necessary to ensure payments relating to Financial Incentives are made in accordance with this Deed and any Guidelines; and
 - (d) the Provider must maintain proper and diligent control over the incurring of all liabilities in relation to these payments.
- 149.2 The Provider must offer, manage, deal with enquiries and report on Financial Incentives in accordance with any Guidelines.

150. Employment Fund

- 150.1 The Department and the Provider acknowledge and agree that the Employment Fund is a flexible pool of funds held by the Department which may be accessed by Workforce Australia Employment Services Providers for Reimbursement of purchases of goods or services, or Wage Subsidies (excluding the Youth Bonus Wage Subsidy), that genuinely assist Participants to build experience and skills to get a job.
- 150.2 Subject to clause 150.3, the Employment Fund will be credited once, in the amounts and at the times specified in Table 1 of ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS.
- 150.3 For each Transitioned Participant that Commences in Workforce Australia Services, the Employment Fund will be credited once in the amount and at the time specified in Table 2A or Table 2B in ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS as relevant, according to the date on which the Transitioned Participant Commences in Workforce Australia Services (and not in accordance with clause 150.2).

- 150.4 In addition to 150.2 and 150.3, for each Participant who is transferred to the Provider from another Workforce Australia Employment Services Provider as a result of the Department:
- (a) not extending or ending a Licence; or
 - (b) reducing the Business Share,
- of the other Workforce Australia Employment Services Provider, the Employment Fund will be credited in accordance with Table 3 in ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS on the Participant's Commencement.
- 150.5 Where a Participant is identified as subject to a Structural Adjustment Program, the Employment Fund will be credited in accordance with any Guidelines.
- 150.6 The Provider may only transfer Employment Fund credits in accordance with any Guidelines.
- 150.7 The Provider may only seek Reimbursements from the Employment Fund 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.
- 150.8 The Department may, at any time:
- (a) impose limits upon the Provider's access to the Employment Fund;
 - (b) increase or reduce the amounts credited to the Employment Fund;
 - (c) place limits on or restrict the Provider's ability to transfer amounts credited to the Employment Fund between its Sites; and
 - (d) take any other action as specified in any Guidelines.
- 150.9 The Provider must not represent notional credits allocated to it in the Employment Fund in its financial accounts.
- 150.10 Each claim for Reimbursement must be rendered by the Provider to the Department:
- (a) for a Reimbursement from the Employment Fund, no more than 56 days after the relevant purchase has been made by the Provider or as otherwise specified in any Guidelines; or
 - (b) for a Reimbursement of a Wage Subsidy from the Employment Fund, no more than 56 days after the end of the relevant Wage Subsidy Placement or as otherwise specified in any Guidelines.

Note: For Youth Bonus Wage Subsidies, the timeframe requirement for rendering claims for Reimbursement is set out in clause 151.5.

151. Wage Subsidies

- 151.1 This clause 151 applies to both Wage Subsidies Reimbursed from the Employment Fund and Youth Bonus Wage Subsidies.

- 151.2 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.
- 151.3 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.

Reimbursement

- 151.4 Once the Provider has properly paid a Wage Subsidy in accordance with clause 151.3, 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 151 and any Guidelines; and
 - (b) for Wage Subsidies Reimbursed from the Employment Fund, also in accordance with clause 150.

- 151.5 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 Employment Fund, the timeframe requirement for rendering claims for Reimbursement is set out in clause 150.10(b).

- 151.6 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 151 and any Guidelines; and
 - (b) for Wage Subsidies Reimbursed from the Employment Fund, also properly claimed by the Provider in accordance with clause 150.
- 151.7 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 make a claim for Reimbursement:
- (a) in accordance with this clause 151 and any Guidelines; and
 - (b) for Wage Subsidies Reimbursed from the Employment Fund, also in accordance with clause 150.

152. PaTH Internship Host Payments

- 152.1 The Provider must only pay a PaTH Internship Host Payment to a Host Organisation with respect to a PaTH Internship for a Participant if the Provider has:
- (a) confirmed that:
 - (i) the Participant is a PaTH Intern;
 - (ii) the Host Organisation satisfies the eligibility requirements to host a PaTH Internship and receive a PaTH Internship Host Payment; and
 - (iii) the PaTH Intern has commenced in the relevant PaTH Internship;

- (b) arranged the PaTH Internship, and placed the Participant into the PaTH Internship, in accordance with clause 127; and
- (c) entered into a PaTH Internship Agreement in relation to the PaTH Internship with the relevant PaTH Intern and the Host Organisation,

and done so in accordance with any Guidelines.

- 152.2 The Provider must not pay a PaTH Internship Host Payment to a Host Organisation if the relevant Participant has previously undertaken a PaTH Internship with the Host Organisation, unless otherwise specified in any Guidelines.
- 152.3 The Provider must pay the relevant Host Organisation a PaTH Internship Host Payment from the Provider's own funds for each Participant who commences in a PaTH Internship no later than five Business Days after the Participant commences in the PaTH Internship, unless otherwise agreed by the Host Organisation.
- 152.4 Subject to any contrary provision specified in any Guidelines, the Provider must ensure that each payment of a PaTH Internship Host Payment is paid:
- (a) from the Provider's own funds;
 - (b) to the relevant Host Organisation; and
 - (c) otherwise in accordance with any Guidelines.

Reimbursement

- 152.5 Subject to this Deed including any Guidelines, the Department will pay the Provider a Reimbursement for each PaTH Internship Host Payment that the Provider has paid and properly claimed in accordance with this clause 152 and any Guidelines.
- 152.6 Where the Provider arranges a PaTH Internship for a Participant with the Provider's Own Organisation, a Related Entity or a Subcontractor, the Provider must not claim, and the Department will not pay the Provider, a Reimbursement of a PaTH Internship Host Payment in relation to that PaTH Internship.
- 152.7 Each claim for Reimbursement under this clause 152 must be rendered by the Provider to the Department no more than 56 days after the end of the relevant PaTH Internship.

153. NWEF Host Payments

- 153.1 The Provider must only pay an NWEF Host Payment to a Host Organisation with respect to an NWEF Placement for a Participant if the Provider has:
- (a) confirmed that:
 - (i) the Participant is eligible to be placed in the NWEF Placement;
 - (ii) the Host Organisation satisfies the eligibility requirements to host an NWEF Placement and receive an NWEF Host Payment; and
 - (iii) the Participant has commenced in the relevant NWEF Placement;

- (b) arranged the NWEF Placement, and placed the Participant into the NWEF Placement, in accordance with clause 128; and
- (c) entered into a Host Organisation Agreement in relation to the NWEF Placement with the relevant Participant and Host Organisation,

and done so in accordance with any Guidelines.

- 153.2 The Provider must not pay an NWEF Host Payment to a Host Organisation if the relevant Participant has previously undertaken an NWEF Placement with the Host Organisation, unless otherwise specified in any Guidelines.
- 153.3 The Provider must pay the relevant Host Organisation an NWEF Host Payment from the Provider's own funds for each Participant who commences in an NWEF Placement no later than five Business Days after the Participant commences in the NWEF Placement, unless otherwise agreed by the Host Organisation.
- 153.4 Subject to any contrary provision specified in any Guidelines, the Provider must ensure that each payment of a NWEF Host Payment is paid:
- (a) from the Provider's own funds;
 - (b) to the relevant Host Organisation; and
 - (c) otherwise in accordance with any Guidelines.

Reimbursement

- 153.5 Subject to this Deed including any Guidelines, the Department will pay the Provider a Reimbursement for each NWEF Host Payment that the Provider has paid and properly claimed in accordance with this clause 153 and any Guidelines.
- 153.6 Where the Provider arranges an NWEF Placement for a Participant with the Provider's Own Organisation, a Related Entity or a Subcontractor, the Provider must not claim, and the Department will not pay the Provider, a Reimbursement of a NWEF Host Payment in relation to that NWEF Placement.
- 153.7 Each claim for Reimbursement under this clause 153 must be rendered by the Provider to the Department no more than 56 days after the end of the relevant NWEF Placement.

CHAPTER B6 – PAYMENTS

Section B6.1 – Payments

154. Upfront Payments

General

- 154.1 The Department recognises the need to encourage early investment in Participants through Upfront Payments. Upfront Payments include:
- (a) Engagement Payments; and
 - (b) Transfer Payments.

Engagement Payments

154.2 Subject to this Deed including any Guidelines, the Department will pay the Provider an Engagement Payment as specified in Table 4 of ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS for each Participant who:

- (a) is Referred to the Provider, Commences and is in receipt of an Income Support Payment; or
- (b) Directly Registers with the Provider and Commences,

provided that the Participant has not:

- (c) been transferred to the Provider from another Workforce Australia Employment Services Provider; or
- (d) within the same Period of Unemployment, previously been commenced on the caseload of another Workforce Australia Employment Services Provider.

Transfer Payments

154.3 Subject to this Deed including any Guidelines, the Department will pay the Provider a Transfer Payment as specified in Table 4 of ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS for each Participant who is Referred to the Provider and Commences, unless the Provider is entitled to an Engagement Payment with respect to the Commencement of that Participant.

Note: For avoidance of doubt, the Provider is entitled (subject to this Deed) to a Transfer Payment in respect of Participants who are transferred to the Provider from another Workforce Australia Employment Services Provider, or who are returning (within the same Period of Unemployment) to Workforce Australia Services from another employment service, including Workforce Australia Online, Transition to Work, Disability Employment Services or the Community Development Program.

Limits on Upfront Payments

- 154.4 The Department will only pay the Provider an Upfront Payment where the Provider has complied with any Guidelines in relation to Upfront Payments.
- 154.5 The Department will not pay, and the Provider must not claim, within a single Period of Unemployment for any Participant, more than one Upfront Payment with respect to the Commencement of the Participant.
- 154.6 The amount of any Upfront Payment regarding any Participant who is Commenced within a period of six months prior to the relevant Licence End Date will be the amount Notified by the Department.

155. Outcome Payments

155.1 The Department encourages and rewards Providers for achieving sustainable Employment Outcomes and Harvest Work Outcomes for Participants through Outcome Payments.

Employment Outcomes

- 155.2 Subject to this Deed including any Guidelines, the Department will pay the Provider an Employment Outcome Payment as specified in Table 5A of ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS for an Employment Outcome:
- (a) where a Participant who was Commenced on the Provider's Caseload at or on the date that they began the relevant Job Placement, unless clause 155.2(b) or 155.2(c) applies;
 - (b) that is a Partial Outcome under paragraph (i) in Row 1 (Partial Outcome), Column D of Table 1 in ANNEXURE B2 – OUTCOMES, where a Participant who was Commenced on the Provider's Caseload on the date of their Self-Employment Assistance Commencement; or
 - (c) that is a Full Outcome under paragraph (i) in Row 2 (Full Outcome), Column D of Table 1 in ANNEXURE B2 – OUTCOMES, where a Participant who was Commenced on the Provider's Caseload on the date of the Significant Increase in Income,
- has satisfied the requirements for an Employment Outcome as specified in Row 1 or Row 2 of Table 1 in ANNEXURE B2 – OUTCOMES, as relevant; or
- (d) where a Participant:
 - (i) participates in Pre-existing Employment; and
 - (ii) has satisfied the requirements for a Significant Increase in Pre-existing Employment (including by satisfying the requirements for an Employment Outcome as specified in Row 1 or Row 2 of Table 2 in ANNEXURE B2 – OUTCOMES) during the Participant's Period of Registration.

Harvest Work Outcomes

- 155.3 The Department acknowledges the Provider's commitment to collaborate with local HTS Providers to meet Employer demand and support Participants to gain and maintain Harvest Work, and recognises this through Harvest Work Outcome Payments.
- 155.4 Subject to this Deed, the Department will pay the Provider a Harvest Work Outcome Payment as specified in Table 5B in ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS where:
- (a) a Harvest Worker who is Commenced on the Provider's Caseload on the date of the Harvest Work Outcome Start Date has satisfied the requirements for a Harvest Work Outcome; and
 - (b) the Harvest Worker was in receipt of an Income Support Payment on the Harvest Work Outcome Start Date.
- 155.5 Where a Harvest Worker is the subject of a Harvest Placement and obtains ongoing Employment in the relevant position, the Provider may choose to claim either the relevant Harvest Work Outcome or the relevant Employment Outcome once the requirements for that Outcome are met.

Note: If the Provider chooses to claim a Harvest Work Outcome for the relevant Employment, the Provider will no longer be able to claim an Employment Outcome for it, and vice versa.

Placement in a Vacancy by another organisation

155.6 For the avoidance of doubt, the Provider may claim and the Department will pay the applicable Outcome Payment where:

- (a) a Participant was Commenced on the Provider's Caseload:
 - (i) on the date that they began the relevant Job Placement; or
 - (ii) on the relevant Outcome Start Date,even if the Participant was placed in the relevant Vacancy by another Workforce Australia Employment Services Provider, an EST Provider, a CTA Provider, a Workforce Australia - Workforce Specialist or any other organisation specified in any Guidelines; and
- (b) all requirements of this clause 155 are met.

Limits on Outcome Payments

155.7 The Department will only pay the Provider an Outcome Payment where:

- (a) the Provider has made a claim in accordance with any Guidelines for the relevant Outcome Payment to the Department no later than 12 months after the relevant Licence End Date and the Department accepts the claim;
- (b) data and/or Documentary Evidence is entered into the Department's IT Systems (either by Services Australia or, where relevant, by the Provider, a Self-Employment Assistance Provider or the HTS Provider) confirming the Job Placement Start Date or the Harvest Work Outcome Start Date, as relevant, and the satisfaction of the requirements of an Employment Outcome or a Harvest Work Outcome, as relevant;
- (c) the Provider has, when recording the relevant Vacancy in the Department's IT Systems, selected the correct Vacancy type as specified by any Guidelines;
- (d) the Provider confirms that the requirements for the Outcome Payment have been met through a declaration in the Department's IT Systems; and
- (e) the Provider has complied with any Guidelines relating to Outcome Payments.

155.8 The Department will not pay the Provider, and the Provider must not claim, an Outcome Payment under clauses 155.2 or 155.4:

- (a) on a pro rata basis;
- (b) in relation to a Non-Payable Outcome;
- (c) where the relevant Harvest Work Outcome Start Date occurs outside of the Harvest Worker's Period of Registration;

- (d) for a Full Outcome which satisfies paragraph (d) or (i) in Row 2 (Full Outcome), Column D of Table 1 in ANNEXURE B2 – OUTCOMES, and for a Partial Outcome which satisfies paragraph (d) in Row 1 (Partial Outcome), Column D of Table 1 in ANNEXURE B2 – OUTCOMES, where:
 - (i) the Participant is placed into Employment; and
 - (ii) the Participant ceases to receive the relevant Income Support Payment due to reasons other than participating in that Employment, including as specified in any Guidelines;
- (e) except as otherwise provided for in any Guidelines, if the Outcome Period for the Outcome overlaps with the Outcome Period for another Outcome that has already been claimed in relation to the same Participant by any Workforce Australia Employment Services Provider, NEST Provider or jobactive Provider;
- (f) where the Provider is also the HTS Provider in relation to a relevant Harvest Worker, and the Provider has received an outcome payment in connection with the relevant Harvest Placement under the Harvest Trail Services Deed;
- (g) where the Provider is prohibited from claiming the relevant Outcome Payment under clause 155.9; or
- (h) in any other circumstances specified in any Guidelines.

155.9 The Provider must not claim, and the Department will not pay, more than a maximum of four Outcome Payments for:

- (a) a 4 Week Period for an Employment Outcome; and/or
- (b) a Harvest Work 4 Week Outcome,

for any single Participant over any one 12 month period.

155.10 The Provider acknowledges and agrees that if a Participant moves from a Specified Complementary Program into Employment or an activity that satisfies the requirements for an Employment Outcome, the Provider may only claim, and the Department will only pay, an amount equal to the difference between:

- (a) the Outcome Payment payable under this Deed in relation to the Employment or activity; and
- (b) the fee, if any, paid by the Commonwealth to the provider of the Specified Complementary Program.

156. Very Long Term Unemployment Bonus

156.1 The Department recognises the importance of providing an incentive to assist very long term unemployed Participants towards and into Employment through the Very Long Term Unemployment Bonus.

- 156.2 Subject to this Deed, the Department will pay the Provider a Very Long Term Unemployment Bonus as specified Table 6 of ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS where:
- (a) the Participant's Period of Unemployment is longer than 24 months at the time of the relevant Job Placement Start Date, Self-Employment Assistance Commencement or Harvest Work Outcome Start Date; and
 - (b) the Provider has complied with any Guidelines relating to the Very Long Term Unemployment Bonus.

157. Progress Payments

- 157.1 The Department recognises the investment made by the Provider in supporting a Participant to improve their job readiness and progress toward Employment through Progress Payments.
- 157.2 Subject to this Deed, the Department will pay the Provider a Progress Payment as specified in Table 7 of ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS for each Participant, once within every 24 month period during the Participant's Period of Service, when there is an improvement in the Participant's employment prospects, as determined in accordance with any Guidelines, through the provision of Workforce Australia Services by the Provider, provided that:
- (a) a Progress Payment has not already been claimed for that Participant by any Workforce Australia Employment Services Provider (including the Provider) within the relevant 24 month period; and
 - (b) the Provider has complied with any Guidelines relating to Progress Payments.

158. PaTH Internship Provider Payments

- 158.1 The Department recognises the Provider's efforts in facilitating PaTH Internships through PaTH Internship Provider Payments.
- 158.2 Subject to this Deed, the Department will pay the Provider a PaTH Internship Provider Payment as specified in Table 8A of ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS where:
- (a) a PaTH Intern who is Commenced on the Provider's Caseload has been placed by the Provider in a PaTH Internship in accordance with clause 127;
 - (b) the Provider has undertaken a Risk Assessment in accordance with clause 122, and complied with all other requirements in Section B3.2 - Work health and safety, prior to the Participant commencing in the PaTH Internship;
 - (c) the Provider has confirmed the placement of the PaTH Intern in the relevant PaTH Internship in the Department's IT Systems in accordance with any Guidelines;
 - (d) the Provider has made a claim in accordance with any Guidelines for the relevant PaTH Internship Provider Payment to the Department no later than 12

months after the relevant Licence End Date and the Department accepts the claim; and

- (e) the Provider has complied with any Guidelines relating to PaTH Internship Provider Payments.

Limits on PaTH Internship Provider Payments

158.3 The Department will not pay the Provider, and the Provider must not claim, a PaTH Internship Provider Payment:

- (a) where the Provider is in breach of clause 127;
- (b) if the relevant Participant has previously undertaken a PaTH Internship with, the Host Organisation, unless otherwise specified in any Guidelines;
- (c) where the relevant PaTH Internship Start Date occurs outside of the Participant's Period of Registration; or
- (d) in any other circumstances specified in any Guidelines.

159. NWEF Provider Payments

159.1 The Department recognises the Provider's efforts in facilitating NWEF Placements through NWEF Provider Payments.

159.2 Subject to this Deed, the Department will pay the Provider an NWEF Provider Payment specified in Table 8B in ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS where:

- (a) a Participant who is Commenced on the Provider's Caseload has been placed by the Provider in an NWEF Placement in accordance with clause 128;
- (b) the Provider has undertaken a Risk Assessment in accordance with clause 122, and complied with all other requirements in Section B3.2 - Work health and safety, prior to the Participant commencing in the NWEF Placement;
- (c) the Provider has confirmed the placement of the Participant in the relevant NWEF Placement in the Department's IT Systems in accordance with any Guidelines;
- (d) the Provider has made a claim in accordance with any Guidelines for the relevant NWEF Provider Payment to the Department no later than 12 months after the relevant Licence End Date and the Department accepts the claim; and
- (e) the Provider has complied with any Guidelines relating to NWEF Provider Payments.

Limits on NWEF Provider Payments

159.3 The Department will not pay the Provider, and the Provider must not claim, an NWEF Provider Payment under clause 159.2:

- (a) where the Provider is in breach of clause 128;

- (b) if the relevant Participant has previously undertaken an NWEF Placement with, the Host Organisation, unless otherwise specified in any Guidelines;
- (c) where the Participant commences in the relevant NWEF Placement outside of the Participant's Period of Registration; or
- (d) in any other circumstances specified in any Guidelines.

160. Work for the Dole Payments

160.1 The Department recognises the costs associated with facilitating and providing Work for the Dole activities through:

- (a) Work for the Dole Placement Fees for Work for the Dole Placements; and
- (b) Work for the Dole Projects Fund Payments for Work for the Dole Projects,

which must be shared by the Provider with relevant Host Organisations in accordance with any Guidelines.

Work for the Dole Placement Fees

160.2 Subject to this Deed, where a Participant who is Commenced on the Provider's Caseload commences in a Work for the Dole Place in a Work for the Dole Placement, the Department will pay the Provider a Work for the Dole Placement Fee specified in Table 8C in ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS, provided that:

- (a) the Work for the Dole Placement is approved in the Department's IT Systems in accordance with this Deed;
- (b) the Department has not directed, prior to the Work for the Dole Place being claimed and filled, that the Work for the Dole Place is not to be used;
- (c) the Provider has complied with Section B3.1 – Activities for Participants and any requirements for claiming the Work for the Dole Placement Fee as specified in any Guidelines; and
- (d) in respect of the Participant, there has not been three Work for the Dole Payments paid to any Workforce Australia Employment Services Provider (including the Provider) in the previous 12 month period.

Note: To avoid doubt, the Department will not pay a Provider a Work for the Dole Placement Fee for the placement of a participant on the caseload of another Workforce Australia Employment Services Provider in a Work for the Dole Place.

160.3 Where the Provider Sources a Work for the Dole Place (but does not provide the relevant Work for the Dole activity), it must, in accordance with any Guidelines, pass on to the relevant Host Organisation either:

- (a) at least 50 per cent of any Work for the Dole Placement Fee that the Provider receives under clause 160.2 (where the Provider's Participant commences in the Work for the Dole Place); or

- (b) the full amount of any equivalent payment that the Provider receives from another Workforce Australia Employment Services Provider.

160.4 Where the Provider does not Source a Work for the Dole Place, it must, in accordance with any Guidelines, pass on to the Workforce Australia Employment Services Provider that did Source the Work for the Dole Place at least 50 per cent of any Work for the Dole Placement Fee that the Provider receives under clause 160.2 (where a Participant commences in the Work for the Dole Place).

161. Work for the Dole Projects Fund

161.1 The Department and the Provider acknowledge and agree that the Work for the Dole Projects Fund is to be used to support the delivery of Work for the Dole Projects developed to provide work-like experiences for groups of participants.

161.2 Subject to this Deed and:

- (a) there being a Budget for the Work for the Dole Project;
- (b) the Provider having sufficient Work for the Dole Projects Fund Credit;

Note: The amount of Work for the Dole Projects Fund Credit that the Provider has will be updated following 30 June and 31 December each year, and will be determined by the Department having regard to the predicted Caseload of the Provider.

- (c) the Provider's compliance with clause 125, Section B3.2 – Work Health and Safety and any Guidelines in relation to Work for the Dole Project; and
- (d) the Provider having, in accordance with any Guidelines, negotiated and executed a Host Organisation Agreement with the relevant Host Organisation,

the Provider may claim Payments from the Work for the Dole Projects Fund for the Work for the Dole Project in accordance with this clause 161.

161.3 The Provider may claim a Payment from the Work for the Dole Projects Fund for a Work for the Dole Project either by way of:

- (a) payment in advance in accordance with clause 161.4; or
- (b) payment by Reimbursement in accordance with clause 161.7.

Payment in advance to the Provider

161.4 Subject to clause 161.5 and any Guidelines, if:

- (a) a Work for the Dole Project has been identified and approved in the Department's IT Systems; and
- (b) there is a Budget for the Work for the Dole Project,

the Provider may claim a Payment up to 80% of the Budget, and do so no earlier than 28 calendar days in advance of the start date of the Work for the Dole Project.

161.5 In addition to any other applicable requirements in any Guidelines, if the Provider has received a Payment under clause 161.4, it must, in the following order:

- (a) acquit the total of all the Payments it receives under clause 161.4 in accordance with clause 161.6; and
- (b) return to the Department, within 10 Business Days after receiving Notice from the Department that the Department has approved the relevant acquittal Report submitted by the Provider in accordance with clause 161.6, any part of any Payments it has received under clause 161.4 that:
 - (i) relate to a Work for the Dole Project that has completed or ceased; and
 - (ii) it has not spent in accordance with the Budget for that Work for the Dole Project.

161.6 For the purposes of clause 161.5(a), the Provider must submit a single acquittal Report:

- (a) within 56 calendar days after the end of each 6 month period during a Financial Year (i.e. within 56 days of 30 June or 31 December, as relevant);
- (b) covering any expenditure during the relevant 6 month period relating to any Work for the Dole Projects;
- (c) verifying whether:
 - (i) the expenditure of any amount of any Payment the Provider has received under clause 161.4 has been in accordance with the relevant Budget; and
 - (ii) there has been additional expenditure in accordance with the relevant Budget for which the Provider may be entitled to a Reimbursement under clause 161.7;
- (d) certified as accurate by an individual who has acquired through training, qualification or experience the appropriate knowledge and skills to accurately provide such certification; and
- (e) to the complete satisfaction of the Department.

Payment by Reimbursement to the Provider

161.7 Subject to this Deed and:

- (a) verification under clause 161.6(c)(ii) that the Provider has spent money in addition to the amount of the relevant Payment it has received under clause 161.4 in accordance with the relevant Budget; and
- (b) acceptance of the relevant acquittal Report referred to in clause 161.6 by the Department,

the Provider may claim a Reimbursement up to the balance of the relevant Budget for the additional expenditure no later than 56 calendar days after the end of the 6 month period to which the acquittal Report relates.

Recovery by the Department

161.8 If, at any time during the Term of this Deed, the Department determines, at its absolute discretion, that an amount of any Payments that the Provider has received under this clause 161:

- (a) has not been acquitted in accordance with this Deed; or
- (b) has not been returned to the Department in accordance with clause 161.5(b),

the Department may, at its absolute discretion, recover some or all of the relevant amount of the Payments from the Provider as a debt in accordance with clause 32.

Assets purchased with Work for the Dole Payments

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

161.10 The Provider must, after purchasing an Asset:

- (a) use the Asset only for the purposes of Work for the Dole Projects and in accordance with this Deed; and
- (b) retain that Asset, and:
 - (i) where appropriate in order to reduce the cost of subsequent Work for the Dole Projects, continue to use that Asset in other Work for the Dole Projects; or
 - (ii) where directed to do so by the Department, use that Asset in other Work for the Dole activities.

161.11 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 161, 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.

161.12 The Provider must Dispose of each Asset:

- (a) at the Deed Completion Date or Head Licence Completion Date (whichever is later); or
- (b) with the Department's written approval, at a date prior to the Deed Completion Date or Head Licence Completion Date (whichever is later),

in accordance with any Guidelines.

161.13 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 161 continues to apply to the reinstated Asset.

162. Advance Payments

162.1 The Department may:

- (a) at its absolute discretion, Notify the Provider that the Provider may claim a Payment in advance and the amount that may be claimed; and
- (b) specify in the Notice any other requirements with which the Provider must comply in order to be eligible for a Payment in advance.

162.2 Subject to this Deed, if the Provider claims a Payment in advance, and has complied with any requirements in the relevant Notice under clause 162.1(a), the Department will pay the Provider the amount of the relevant Payment in advance as specified in the Notice.

Offsetting of advance Payments

162.3 On and from the date on which the Department makes a Payment in advance under this clause 162, the Department will, in such amounts and at such times as it determines at its absolute discretion, offset the amount of any Payments made in advance against any Payments payable to the Provider after the advance Payments are made until the total amount offset equals the total amount of all Payments made in advance.

162.4 If on the Head Licence Completion Date the total amount of all Payments made in advance has not been offset under clause 162.3, the difference between:

- (a) the total amount of Payments made in advance; and
- (b) the total amount offset,

is an overpayment for the purposes of clause 31.

163. Indexation

163.1 Subject to any Notice from the Department, the amounts of the following Payments will be increased by 6.8% at the end of each three year period following 1 July 2022:

- (a) Upfront Payments;
- (b) Employment Outcome Payments;
- (c) Harvest Work Outcome Payments;
- (d) Very Long Term Unemployment Bonus;
- (e) Progress Payments;
- (f) PaTH Internship Provider Payments;
- (g) NWEF Provider Payments;
- (h) Work for the Dole Placement Fees;
- (i) PaTH Internship Host Payments; and
- (j) NWEF Host Payments.

ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS

Employment Fund

Table 1 – Employment Fund credits for new Commencements in Workforce Australia Services

Participant type	Employment Fund credit	When credited
Participants - new Commencements	\$1,600	Once on Commencement in Workforce Australia Services only

Table 2A – Employment Fund credits for Transitioned Participants that Commence before 1 July 2023

Participant type	Period of Unemployment	Employment Fund credit	When credited
Transitioned Participants that Commence in Workforce Australia Services before 1 July 2023	0-12 months	\$400	Once on Commencement in Workforce Australia Services only
	13-24 months	\$800	
	25+ months	\$1,200	

Table 2B – Employment Fund credits for Transitioned Participants that Commence on or after 1 July 2023

Participant type	Employment Fund credit	When credited
Transitioned Participants that Commence in Workforce Australia Services on or after 1 July 2023	\$1,600	Once on Commencement in Workforce Australia Services only

Table 3 – Employment Fund credits for Participants transferred from certain Workforce Australia Employment Services Providers

Participant type	Period of Unemployment	Employment Fund credit	When credited
Participants transferred from Workforce Australia Employment Services Providers in accordance with clause 150.4	0-12 months	\$400	Once on Commencement
	13-24 months	\$800	
	25+ months	\$1,200	

Upfront Payments

Table 4 – Upfront Payments

Payment and Participant type		Fee (GST inclusive)
Engagement Payment	Transitioned Participants who Commence in Workforce Australia Services before 1 July 2023	\$600
	Transitioned Participants who Commence in Workforce Australia Services on or after 1 July 2023	\$1,200
	Participants (other than Transitioned Participants) who Commence in Workforce Australia Services	\$1,200
Transfer Payment	Participants who Commence with the Provider, unless the Provider is entitled to an Engagement Payment	\$600

Outcome Payments

Table 5A – Employment Outcome Payments for Participants

Employment Outcome type	Duration of Employment satisfying the requirements for an Employment Outcome	Moderate JSCI score (GST inclusive)	High JSCI score (GST inclusive)
Partial Outcome	4 Week Period	\$240	\$400
	12 Week Period	\$400	\$1,000
	26 Week Period	\$800	\$1,650
Full Outcome	4 Week Period	\$500	\$1,000
	12 Week Period	\$1,000	\$3,000
	26 Week Period	\$2,000	\$5,000

Note: The amount of the Outcome Payment payable to the Provider is determined by:

- (a) the Participant's JSCI score (which is identified either as Moderate or High) as specified in the Department's IT Systems; and
- (b) whether the Participant has satisfied the requirements for a Full Outcome or a Partial Outcome.

Table 5B – Harvest Work Outcome Payments for Participants

Harvest Work Outcome type	Moderate JSCI score (GST Inclusive)	High JSCI score (GST inclusive)
Harvest Work 4 Week Outcome	\$500	\$1,000
Harvest Work 12 Week Outcome	\$1,000	\$3,000
Harvest Work 26 Week Outcome	\$2,000	\$5,000

Note: The amount of the Harvest Work Outcome Payment payable to the Provider is determined by:

- (a) the Participant's JSCI score (which is identified either as Moderate or High) as specified in the Department's IT Systems; and
- (b) whether the Participant has satisfied the requirements for a Harvest Work 4 Week Outcome, a Harvest Work 12 Week Outcome or a Harvest Work 26 Week Outcome.

Very Long Term Unemployment Bonus

Table 6 – Very Long Term Unemployment Bonus for Participants

Where the Participant satisfies the requirements for:	Fee (GST inclusive)
a Partial Outcome for a 12 Week Period	\$1,000
a Partial Outcome for a 26 Week Period	\$2,000
a Full Outcome for a 12 Week Period	\$2,000
a Full Outcome for a 26 Week Period	\$4,000
a Harvest Work 12 Week Outcome	\$2,000
a Harvest Work 26 Week Outcome	\$4,000

Progress Payments

Table 7 – Progress Payments

Payment type	Fee (GST inclusive)
Progress Payment	\$750

Activity Fees

Table 8A – PaTH Internship Provider Payment

Payment type	Fee (GST inclusive)
PaTH Internship Provider Payment	\$1,000

Table 8B – NWEF Provider Payment

Payment type	Fee (GST inclusive)
NWEF Provider Payment	\$1,000

Table 8C – Work for the Dole Placement Fee

Payment type	Fee (GST inclusive)
Work for the Dole Placement Fee	\$500

ANNEXURE B2 – OUTCOMES

Table 1 - Outcomes (except Employment Outcomes relating to a Significant Increase in Pre-existing Employment)

ROW	A OUTCOME TYPE	B OUTCOME START DATE	C OUTCOME COMPLETION DATE	D OUTCOME DESCRIPTION
1	Partial Outcome	<p>The 'Employment Outcome Start Date', being:</p> <p>(a) in the case of a Participant who is:</p> <p>(i) in receipt of an Income Support Payment:</p> <p>(A) subject to paragraph (a)(i)(B) below, the first day of the Services Australia Fortnight that applies to the Participant following the relevant Job Placement Start Date; or</p>	<p>The 'Employment Outcome Completion Date', being the date that is the final day of a 4 Week Period, 12 Week Period or 26 Week Period, as relevant.</p>	<p>For a:</p> <p>(a) '4 Week Period', being a period of 4 Consecutive Weeks:</p> <p>(i) from the Employment Outcome Start Date; and</p> <p>(ii) which does not overlap with the Outcome Period for any other Outcome that has been claimed in relation to the relevant Participant by any Workforce Australia Employment Services Provider, NEST Provider or jobactive Provider, except a 12 Week Period that begins from the same Employment Outcome Start Date or as otherwise provided in any Guidelines;</p> <p>(b) '12 Week Period', being a period of 12 Consecutive Weeks:</p> <p>(i) from the Employment Outcome Start Date; and</p> <p>(ii) which does not overlap with the Outcome Period for any other Outcome that has been claimed in relation to the relevant Participant by any Workforce Australia Employment Services Provider, NEST Provider or jobactive Provider, except a 4 Week Period that begins from the same Employment Outcome Start Date or as otherwise provided in any Guidelines; or</p>

ROW	A OUTCOME TYPE	B OUTCOME START DATE	C OUTCOME COMPLETION DATE	D OUTCOME DESCRIPTION
		<p>(B) if the relevant Job Placement Start Date is the first day of the Services Australia Fortnight that applies to the Participant, that Job Placement Start Date; or</p> <p>(ii) not in receipt of an Income Support Payment, the relevant Job Placement Start Date; or</p> <p>(b) as otherwise specified in any Guidelines or advised by the Department.</p>		<p>(c) '26 Week Period', being a period that:</p> <p>(i) is 14 Consecutive Weeks that follows the completion of the 12 Week Period; and</p> <p>(ii) does not overlap with the Outcome Period for any other Outcome that has been claimed in relation to the relevant Participant by any Workforce Australia Employment Services Provider, NEST Provider or jobactive Provider, except as otherwise provided in any Guidelines,</p> <p>a Participant:</p> <p>(d) who was, on the relevant Employment Outcome Start Date, receiving a JobSeeker Payment or Youth Allowance (other), generates sufficient income from Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship to reduce the Participant's Basic Rate of JobSeeker Payment or Basic Rate of Youth Allowance (other), as relevant, by an average of at least 60 per cent;</p> <p>(e) who was, on the relevant Employment Outcome Start Date:</p> <p>(i) both:</p> <p>(A) receiving a JobSeeker Payment, Youth Allowance (other) or Parenting Payment (Partnered or Single) with part-time Mutual Obligation Requirements, as specified in any Guidelines; and</p>

ROW	A OUTCOME TYPE	B OUTCOME START DATE	C OUTCOME COMPLETION DATE	D OUTCOME DESCRIPTION
				<p>(B) identified on the Department's IT Systems as a parent or as having a disability (including a Partial Capacity to Work); or</p> <p>(ii) a Disability Support Pension Recipient (Compulsory Participation Requirements),</p> <p>is, for at least an average of 20 hours each fortnight, in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship;</p> <p>(f) who:</p> <p>(i) was, on the relevant Employment Outcome Start Date, not receiving a JobSeeker Payment, Youth Allowance (Other) or Parenting Payment; and</p> <p>(ii) is not otherwise identified in paragraphs (g) or (h) below,</p> <p>is, for at least the minimum number of hours specified in any Guidelines, in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship;</p> <p>(g) who was, on the relevant Employment Outcome Start Date, identified on the Department's IT Systems as having a Partial Capacity to Work, is in Employment, Unsubsidised Self-Employment, an apprenticeship, or a traineeship, for at least an average of 10 hours each fortnight, where the Participant's Partial Capacity to Work is less than 15 hours each week;</p>

ROW	A OUTCOME TYPE	B OUTCOME START DATE	C OUTCOME COMPLETION DATE	D OUTCOME DESCRIPTION
				<p>(h) who:</p> <p>(i) was in receipt of a Parenting Payment (Partnered or Single) without Mutual Obligation Requirements or Carer Payment on the relevant Employment Outcome Start Date; and</p> <p>(ii) chooses to work reduced hours due to caring responsibilities (this choice being identified on the Department's IT Systems on or before the relevant Employment Outcome Start),</p> <p>is, for at least 20 hours each fortnight, in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship; or</p> <p>(i) has in operation an executed Self-Employment Assistance Comprehensive Services Agreement and is receiving Self-Employment Assistance Comprehensive Services.</p>
2	Full Outcome	Employment Outcome Start Date (see Row 1)	Employment Outcome Completion Date (see Row 1)	<p>For a:</p> <p>(a) '4 Week Period' (see Row 1);</p> <p>(b) '12 Week Period' (see Row 1); or</p> <p>(c) '26 Week Period' (see Row 1),</p> <p>a Participant:</p> <p>(d) who was, on the relevant Employment Outcome Start Date, receiving a JobSeeker Payment or Youth Allowance (other):</p>

ROW	A OUTCOME TYPE	B OUTCOME START DATE	C OUTCOME COMPLETION DATE	D OUTCOME DESCRIPTION
				<p>(i) generates sufficient income from Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship to have caused the Participant's Basic Rate of JobSeeker Payment or Basic Rate of Youth Allowance (other), as relevant, to cease; or</p> <p>(ii) remains each week in a full-time apprenticeship or traineeship;</p> <p>(e) who was, on the relevant Employment Outcome Start Date:</p> <p>(i) both:</p> <p>(A) receiving a JobSeeker Payment, Youth Allowance (other) or Parenting Payment (Partnered or Single) with part-time Mutual Obligation Requirements, as specified in any Guidelines; and</p> <p>(B) identified on the Department's IT Systems as a parent or as having a disability (including a Partial Capacity to Work); or</p> <p>(ii) a Disability Support Pension Recipient (Compulsory Participation Requirements),</p> <p>is, for at least 30 hours each fortnight, in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship;</p>

				<p>(f) who:</p> <p>(i) was, on the relevant Employment Outcome Start Date, not receiving a JobSeeker Payment, Youth Allowance (Other) or Parenting Payment; and</p> <p>(ii) is not otherwise identified in paragraphs (g) or (h) below,</p> <p>is, for at least the minimum number of hours specified in any Guidelines, in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship;</p> <p>(g) who was, on the relevant Employment Outcome Start Date, identified on the Department's IT Systems as having a Partial Capacity to Work, is, for at least the number of hours each week in the range as assessed by Services Australia through an ESAt or JCA (but not less than eight hours of work each week), in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship;</p> <p>(h) who:</p> <p>(i) was in receipt of a Parenting Payment (Partnered or Single) without Mutual Obligation Requirements, or a Carer Payment on the relevant Employment Outcome Start Date; and</p> <p>(ii) chooses to work reduced hours due to caring responsibilities (this choice being identified on the Department's IT Systems on or before the relevant Employment Outcome Start Date),</p> <p>is, for at least 30 hours each fortnight, in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship; or</p> <p>(i) who was, on the relevant Employment Outcome Start Date, receiving an Income Support Payment as specified in</p>
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ROW	A OUTCOME TYPE	B OUTCOME START DATE	C OUTCOME COMPLETION DATE	D OUTCOME DESCRIPTION
				any Guidelines, has, and maintains, a Significant Increase in Income.
3	Harvest Work 4 Week Outcome	The 'Harvest Work Outcome Start Date', being the date on which the Harvest Worker first commences in a Harvest Placement, as verified by the Provider and recorded in the Department's IT Systems	The date that is the final day of a Harvest Work 4 Week Period	<p>During a 'Harvest Work 4 Week Period', being a period of 4 consecutive weeks:</p> <p>(a) from the Harvest Work Outcome Start Date; and</p> <p>(b) which does not overlap with the Outcome Period for any other Outcome that has been claimed in relation to the relevant Harvest Worker by any Workforce Australia Employment Services Provider, jobactive Provider or NEST Provider, except a Harvest Work 12 Week Period or a Harvest Work 26 Week Period, that begins from the same Harvest Work Outcome Start Date or as otherwise provided in any Guidelines,</p> <p>a Harvest Worker completes at least 80 hours of Employment in Harvest Work.</p>
4	Harvest Work 12 Week Outcome	Harvest Work Outcome Start Date (see Row 3)	The date that is the final day of a Harvest Work 12 Week Period	<p>During a 'Harvest Work 12 Week Period', being a period of 12 consecutive weeks:</p> <p>(a) from the Harvest Work Outcome Start Date; and</p> <p>(b) which does not overlap with the Outcome Period for any other Outcome that has been claimed in relation to the relevant Harvest Worker by any Workforce Australia Employment Services Provider, jobactive Provider or NEST Provider, except a Harvest Work 4 Week Period or a Harvest Work 26 Week Period, that begins from the same HTS Outcome Start Date or as otherwise provided in any Guidelines,</p>

ROW	A OUTCOME TYPE	B OUTCOME START DATE	C OUTCOME COMPLETION DATE	D OUTCOME DESCRIPTION
				a Harvest Worker completes at least 240 hours of Employment in Harvest Work.
5	Harvest Work 26 Week Outcome	Harvest Work Outcome Start Date (see Row 3)	The date that is the final day of a Harvest Work 26 Week Period	<p>During a 'Harvest Work 26 Week Period', being a period of 26 consecutive weeks:</p> <p>(a) from the Harvest Work Outcome Start Date; and</p> <p>(b) which does not overlap with the Outcome Period for any other Outcome that has been claimed in relation to the relevant Harvest Worker by any Workforce Australia Employment Services Provider, jobactive Provider or NEST Provider, except a Harvest Work 4 Week Period or a Harvest Work 12 Week Period, that begins from the same Harvest Work Outcome Start Date or as otherwise provided in any Guidelines,</p> <p>a Harvest Worker completes at least 520 hours of Employment in Harvest Work.</p>

Table 2 - Employment Outcomes related to a Significant Increase in Pre-existing Employment

ROW	A OUTCOME TYPE	B INCREASE FROM	C INCREASE TO
1	Partial Outcome	<p>A Participant:</p> <p>(a) who was receiving a JobSeeker Payment or Youth Allowance (other), generates sufficient income from Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship to reduce the Participant's Basic Rate of JobSeeker Payment or Basic Rate of Youth Allowance (other), as relevant, by an average less than 60 per cent;</p> <p>(b) who was:</p> <p>(i) both:</p> <p>(A) receiving a JobSeeker Payment, Youth Allowance (other) or Parenting Payment (Partnered or Single) with part-time Mutual Obligation Requirements, as specified in any Guidelines; and</p> <p>(B) identified on the Department's IT Systems as a parent or as having a disability; or</p> <p>(ii) a Disability Support Pension Recipient (Compulsory Participation Requirements),</p> <p>is, for an average of less than 20 hours each fortnight, in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship;</p>	<p>The Participant:</p> <p>(a) who was receiving a JobSeeker Payment or Youth Allowance (other), generates sufficient income from Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship to reduce the Participant's Basic Rate of JobSeeker Payment or Basic Rate of Youth Allowance (other), as relevant, by an average of at least an additional 40 per cent with a total reduction of an average of at least 60 per cent;</p> <p>(b) who was:</p> <p>(i) both:</p> <p>(A) receiving a JobSeeker Payment, Youth Allowance (other) or Parenting Payment (Partnered or Single) with part-time Mutual Obligation Requirements, as specified in any Guidelines; and</p> <p>(B) identified on the Department's IT Systems as a parent or as having a disability; or</p> <p>(ii) a Disability Support Pension Recipient (Compulsory Participation Requirements),</p> <p>is, for an average of an additional 10 hours each fortnight and an average of at least 20 hours each fortnight, in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship;</p>

		<p>(c) who:</p> <ul style="list-style-type: none"> (i) was not receiving a JobSeeker Payment, Youth Allowance (Other) or Parenting Payment; and (ii) is not otherwise identified in paragraphs (d) or (e) below, <p>is, for particular number of hours specified in any Guidelines, in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship;</p> <p>(d) who was identified on the Department's IT Systems as having a Partial Capacity to Work, is in Employment, Unsubsidised Self-Employment, an apprenticeship, or a traineeship, for an average of less than:</p> <ul style="list-style-type: none"> (i) 10 hours each fortnight, where the Participant's Partial Capacity to Work is less than 15 hours each week; (ii) 20 hours each fortnight, where the Participant's Partial Capacity to Work is 15-22 hours each week; or (iii) 30 hours each fortnight, where the Participant's Partial Capacity to Work is 23-29 hours each week; or <p>(e) who:</p> <ul style="list-style-type: none"> (i) was in receipt of a Parenting Payment (Partnered or Single) without Mutual Obligation Requirements or Carer Payment on the relevant Employment Outcome Start Date; and (ii) chooses to work reduced hours due to caring responsibilities, 	<p>(c) who:</p> <ul style="list-style-type: none"> (i) was not receiving a JobSeeker Payment, Youth Allowance (Other) or Parenting Payment; and (ii) is not otherwise identified in paragraphs (d) or (e) below, <p>is, for an additional and minimum number of hours specified in any Guidelines, in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship;</p> <p>(d) who was identified on the Department's IT Systems as having a Partial Capacity to Work, is in Employment, Unsubsidised Self-Employment, an apprenticeship, or a traineeship, for:</p> <ul style="list-style-type: none"> (i) an average of an additional 6 hours per fortnight, and a total of an average of 10 hours each fortnight, where the Participant's Partial Capacity to Work is less than 15 hours each week; (ii) an average of an additional 10 hours each fortnight, and a total of an average of 20 hours each fortnight, where the Participant's Partial Capacity to Work is 15-22 hours each week; or (iii) an average of an additional 16 hours each fortnight, and a total of an average of 30 hours each fortnight, where the Participant's Partial Capacity to Work is 23-29 hours each week; or <p>(e) who:</p> <ul style="list-style-type: none"> (i) was in receipt of a Parenting Payment (Partnered or Single) without Mutual Obligation Requirements or Carer Payment on the relevant Employment Outcome Start Date; and
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ROW	A OUTCOME TYPE	B INCREASE FROM	C INCREASE TO
		is, for less than an average of less than 20 hours each fortnight, in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship.	(ii) chooses to work reduced hours due to caring responsibilities, is, for an average of an additional 10 hours each fortnight and an average of at least 20 hours each fortnight, in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship.
2	Full Outcome	<p>A Participant:</p> <p>(a) who was receiving a JobSeeker Payment or Youth Allowance (other), generates sufficient income from Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship to reduce the Participant's Basic Rate of JobSeeker Payment or Basic Rate of Youth Allowance (other), as relevant, by an average of less than 60 per cent;</p> <p>(b) who was:</p> <p>(i) both:</p> <p>(A) receiving a JobSeeker Payment, Youth Allowance (other) or Parenting Payment (Partnered or Single) with part-time Mutual Obligation Requirements, as specified in any Guidelines; and</p> <p>(B) identified on the Department's IT Systems as a parent or as having a disability; or</p> <p>(ii) a Disability Support Pension Recipient (Compulsory Participation Requirements),</p>	<p>The Participant:</p> <p>(a) who was receiving a JobSeeker Payment or Youth Allowance (other):</p> <p>(i) generates sufficient income from Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship to have caused the Participant's Basic Rate of JobSeeker Payment or Basic Rate of Youth Allowance (other), as relevant, to cease; or</p> <p>(ii) remains each week in a full-time apprenticeship or traineeship;</p> <p>(b) who was:</p> <p>(i) both:</p> <p>(A) receiving a JobSeeker Payment, Youth Allowance (other) or Parenting Payment (Partnered or Single) with part-time Mutual Obligation Requirements, as specified in any Guidelines; and</p> <p>(B) identified on the Department's IT Systems as a parent or as having a disability; or</p>

ROW	A OUTCOME TYPE	B INCREASE FROM	C INCREASE TO
		<p>is, for less than an average of 20 hours each fortnight, in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship;</p> <p>(c) who:</p> <p>(i) was not receiving a JobSeeker Payment, Youth Allowance (Other) or Parenting Payment; and</p> <p>(ii) is not otherwise identified in paragraphs (d) or (e) below,</p> <p>is, for less than the minimum number of hours specified in any Guidelines, in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship;</p> <p>(d) who was identified on the Department's IT Systems as having a Partial Capacity to Work, is in Employment, Unsubsidised Self-Employment, an apprenticeship, or a traineeship, for less than an average of:</p> <p>(i) 10 hours each fortnight, where the Participant's Partial Capacity to Work is less than 15 hours each week;</p> <p>(ii) 20 hours each fortnight, where the Participant's Partial Capacity to Work is 15-22 hours each week; or</p> <p>(iii) 30 hours each fortnight, where the Participant's Partial Capacity to Work is 23-29 hours each week; or</p>	<p>(ii) a Disability Support Pension Recipient (Compulsory Participation Requirements),</p> <p>is, for at least 30 hours each fortnight, in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship;</p> <p>(c) who:</p> <p>(i) was not receiving a JobSeeker Payment, Youth Allowance (Other) or Parenting Payment; and</p> <p>(ii) is not otherwise identified in paragraphs (d) or (e) below,</p> <p>meets the minimum requirements specified in any Guidelines, in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship;</p> <p>(d) who was identified on the Department's IT Systems as having a Partial Capacity to Work, is, for at least the number of hours each week in the range as assessed by Services Australia through an ESAt or JCA (but not less than eight hours of work each week), in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship; or</p> <p>(e) who:</p> <p>(i) was in receipt of a Parenting Payment (Partnered or Single) without Mutual Obligation Requirements, or a Carer Payment on the relevant Employment Outcome Start Date; and</p>

ROW	A OUTCOME TYPE	B INCREASE FROM	C INCREASE TO
		<p>(e) who:</p> <p>(i) was in receipt of a Parenting Payment (Partnered or Single) without Mutual Obligation Requirements or Carer Payment on the relevant Employment Outcome Start Date; and</p> <p>(iii) chooses to work reduced hours due to caring responsibilities,</p> <p>is, for less than 20 hours each fortnight, in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship.</p>	<p>(ii) chooses to work reduced hours due to caring responsibilities,</p> <p>is, for at least 30 hours each fortnight, in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship.</p>

ATTACHMENT 1 – DEFINITIONS

Social Security Law definitions

The terms '**Basic Rate**', '**Carer Payment**', '**Disability Support Pension**', '**Income Support Payment**', '**JobSeeker Payment**', '**Mutual Obligation Failure**', '**Parenting Payment**', '**Partial Capacity to Work**', '**Reasonable Excuse**', '**Reconnection Requirement**', '**Unemployment Failure**', '**Work Refusal Failure**' and '**Youth Allowance**' have, or where relevant, had, the meanings given to them, respectively and in their decapitalised form, in the *Social Security Act 1991* (Cth) or the *Social Security (Administration) Act 1999* (Cth) (as relevant).

The term '**Demerit**' has the meaning given to it, in its decapitalised form, in an instrument made under section 42AR of the *Social Security (Administration) Act 1999* (Cth) dealing with Mutual Obligation Failures.

General definitions

'**4 Week Period**' means the period specified in paragraph (a) of Row 1, Column D of Table 1 in ANNEXURE B2 – OUTCOMES.

'**12 Week Period**' means the period specified in paragraph (b) of Row 1, Column D of Table 1 in ANNEXURE B2 – OUTCOMES.

'**26 Week Period**' means the period specified in paragraph (c) of Row 1, Column D of Table 1 in ANNEXURE B2 – OUTCOMES.

- (a) follows and is in addition to the completion of a 12 Week Period; and
- (b) does not overlap with the Outcome Period for any other Outcome that has been claimed in relation to the relevant Participant by any Workforce Australia Employment Services Provider, NEST Provider or jobactive Provider, except as otherwise provided in any Guidelines.

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

'**Aboriginal or Torres Strait Islander person**' means an individual who:

- (a) is identified as such on the Department's IT Systems; or
- (b) is of Aboriginal and/or Torres Strait Islander descent;
- (c) identifies as Aboriginal and/or Torres Strait Islander; and
- (d) is accepted as such in the community in which the individual lives or has lived.

'**Acceptable Reason**' means that a Participant (Mutual Obligation):

- (a) has notified the Provider, before the start time scheduled for a Mutual Obligation Requirement, that the Participant is unable to satisfy the Mutual Obligation Requirement; and
- (b) the Provider is satisfied that the Participant has a Valid Reason for being unable to satisfy the Mutual Obligation Requirement.

'**Access**' includes access or facilitation of access (whether directly or indirectly), traverse, view, use, or interface with, Records or the Department's IT Systems.

'**Account Manager**' means the individual for the time being holding, occupying or performing the duties of the position specified in item 1 of the Schedule, who has authority to receive and sign Notices and written communications for the Department under this Deed.

'**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.

'**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.

'Annual Licence Review' means a review of the Provider's performance conducted by the Department in accordance with any Guidelines after the end of each Financial Year unless otherwise Notified by the Department or specified in any Guidelines.

'Appointment' means a date and time for a Contact recorded in the Electronic Calendar.

'Assessment' means a formal assessment of a Participant's circumstances conducted by:

- (a) Services Australia, using the Job Seeker Snapshot and/or an ESAt or a JCA; or
- (b) a Provider or a Participant, using the Job Seeker 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 Work for the Dole Projects Fund Payment for the purpose or as a result of a Work for the Dole Project, including where the Provider is acting as the Host Organisation.

Note 1: 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.

Note 2: Fixed items created for the purpose or as a result of the Work for the Dole activity are not an Asset (e.g. a pergola, pathway, fixed fence or other structure).

'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 to the position of that name and responsible for the administration of the Privacy Act under relevant legislation.

'Authorised Officer' means an individual who is an 'authorised officer' as defined under the *Public Interest Disclosure Act 2013* (Cth).

'Black Economy Procurement Connected Policy' means the Black economy – increasing the integrity of government procurement: Procurement connected policy guidelines March 2019 available at <https://treasury.gov.au/publication/p2019-t369466>.

'Budget' means, in relation to a Work for the Dole Project, the budget prepared by the Provider in relation to the Work for the Dole Project in accordance with any Guidelines.

'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.

'Business Share' means, in relation to Workforce Australia Services, the proportion of Participants for each Employment Region specified in item 4.3 of Schedule 1 to any Head Licence.

'Capability Assessment' means an assessment by Services Australia to ensure that the Mutual Obligation Requirements specified in a Participant's Job Plan are appropriate to their circumstances and that the Participant is capable of meeting them.

'Capability Interview' means a contact between a Workforce Australia Employment Services Provider and a Participant to ensure that the Mutual Obligation Requirements specified in the Participant's Job Plan are appropriate to their circumstances and that the Participant is capable of meeting them.

'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.

'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 Referred to, or Directly Registered with, the Provider and have not been Exited or transferred to another Workforce Australia Employment Services Provider since that Referral or Direct Registration.

'Change in Control' means:

- (a) subject to paragraph (b) below, in relation to a Corporation, a change in control of any of the following:

- (i) more than one half of the voting rights attaching to shares in the Corporation, whether due to one or a series of transactions occurring together or on different occasions;
 - (ii) more than one half of the issued share capital of the Corporation, whether due to one or a series of transactions occurring together or on different occasions, excluding any part of the issued share capital which carries no right to participate beyond receipt of an amount in the distribution of either profit or capital; or
 - (iii) more than one half of the voting rights attaching to membership of the Corporation, where the Corporation does not have any shareholders;
- (b) in relation to a Corporation which is owned or controlled by a trustee company, any change as set out in paragraph (a) above in relation to either that Corporation or its corporate trustee;
- (c) in relation to a partnership:
- (i) the sale or winding up or dissolution of the business by the partners;
 - (ii) a change in any of the partners; or
 - (iii) the retirement, death, removal or resignation of any of the partners;
- (d) in relation to an Exempt Public Authority, a change in relation to any of the following:
- (i) the composition of the board of Directors;
 - (ii) ownership of any shareholding in any share capital; or
 - (iii) the enabling legislation so far as it affects Control, if any; or
- (e) in relation to a Group Respondent, a Change in Control as defined in paragraphs (a) above to (d) above in any member of the Group Respondent.

'Change of Circumstances Reassessment' means a reassessment of the Participant's circumstances:

- (a) using the Job Seeker Snapshot in accordance with clause 113 and any Guidelines; or
- (b) by an update of the Participant's JSCI generated by the Department's IT Systems.

'Child' means an individual under the age of 18 years.

'Child-Related Personnel' means any Personnel or Supervisor involved, or who may be involved, with the Services, including any Activity (except any Activity specified to be excluded in any Guidelines or Notified as such by the Department) who, as part of that involvement, may interact with Children.

'Child Safety Obligations' means those obligations relating to the protection of the safety of Children which are set out in clauses 80.2 and 80.380.7 of this Deed.

'Commence' or **'Commencement'** means for Participants, the time at which the Provider has recorded the completion of the Initial Interview (which includes entering into, or updating, a Job Plan, where applicable) on the Department's IT Systems.

'Commonwealth' means the Commonwealth of Australia and includes officers, delegates, employees and agents of the Commonwealth of Australia.

'Commonwealth Coat of Arms' means the Commonwealth Coat of Arms as set out in the Use of the Commonwealth Coat of Arms General Guidelines (available at <https://www.pmc.gov.au/government/commonwealth-coat-arms>).

'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 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).

'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), as advised by the Department, which the Provider may access to provide additional specialised assistance to a Participant.

'Conditions of Offer' means any conditions 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 or any Head Licence, including any interest that may interfere with or restrict the Provider in performing those obligations fairly and independently.

'Consecutive Weeks' means a continuous period of weeks broken only by one or more Permissible Breaks, and as adjusted by Services Australia.

'Constitution' means (depending on the context):

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

'Contact' means a contact between the Provider and a Participant in accordance with clause 105.

'Contact Person' means the individual specified in item 2 of the Schedule 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.

'Core Competencies' means the basic building blocks common across most occupations and industries, as identified by the National Skills Commission as part of the Australian Skills Classification, at <https://www.nationalskillscommission.gov.au/23-core-competencies-importance-set-base-transferable-skills>.

'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 40.16 to 40.18.

'Deed' means this document, as varied or extended by the Parties from time to time in accordance with this Deed, and includes any Conditions of Offer, the Particulars, any annexures, the Schedule, any Guidelines, any attachments and any documents incorporated by reference.

'Deed Commencement Date' means the later of 1 July 2022, or the date on which this Deed is signed by the last Party to do so.

'Deed Completion Date' means either:

- (a) the day after 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 after 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

includes all Deed Records.

'Deed Records' means all Records:

- (a) developed or created or required to be developed or created as part of or for the purpose of performing this Deed;
- (b) incorporated in, supplied or required to be supplied along with the Records referred to in paragraph (a) above; or
- (c) copied or derived from Records referred to in paragraphs (a) or (b); and

includes all Reports.

'Delegate' means an individual engaged by the Provider, who is a delegate of the Secretary of the Department under the Social Security Law.

'Department' means the Commonwealth Department of Education, Skills and Employment 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 Workforce Australia Services by the Digital Services Contact Centre.

'Department Customer Service Officer' means any individual who is responsible on behalf of the Department for responding to calls to the Department's National Customer Service Line.

'Department Employee' means an employee of the Commonwealth working for the Department and:

- (a) any individual notified by the Department to the Provider as being a Department Employee; and
- (b) any individual authorised by law to undertake acts on behalf of the Department.

'Department of Social Services' means the Commonwealth department of that name, or such other agency or department as Notified by the Department from time to time, and includes 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 > jobactive > Provider Operations > IT Security & Access, or at such other location as advised by the Department.

'Department's Website' means the website advised by the Department for the purposes of clause 110 and which is accessible via the internet.

'Digital Services Contact Centre' means the service managed by the Department to provide support to Workforce Australia Services Online Participants and Workforce Australia Services Participants that can be contacted on 1800 314 677, or such other number as Notified by the Department.

'Direct Registration' or **'Directly Register'** means Registration by the Provider of an individual who does not have a Referral, in accordance with clause 102 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 2018-2023 administered by the Department of Social Services.

'Disability Employment Services Grant Agreement 2018-2023' 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 2018-2023.

'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 School Leaver' means an individual who falls within the meaning given to the term 'early school leaver' by the *Social Security Act 1991* (Cth) and who has early school leaver participation requirements under the Social Security Law.

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

'Effective Exit' means the automatic removal of a Participant from the Department's IT Systems as being eligible for the full range of Services when:

- (a) the Department is advised by Services Australia that the Participant has stopped receiving an Income Support Payment;
- (b) the Participant is commenced in another employment services program or equivalent, that is specified as an Effective Exit in any Guidelines;
- (c) the Participant begins receiving Self-Employment Assistance Comprehensive Services; or
- (d) the Participant participates in an activity, or an event occurs in relation to the Participant, that is specified as an Effective Exit in any Guidelines.

'Electronic Calendar' means the electronic calendar in the Department's IT Systems used by the Provider for managing, and/or setting dates and times for:

- (a) Referrals;
- (b) Engagements; and
- (c) referrals by the Provider to other employment services.

'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 an entity contracted by the Department to provide a local point of contact for the Department and who works directly with local communities, business and stakeholders, as well as certain Participants or potential Participants where required to connect them with training and job opportunities and to link them with other existing support.

'Employment 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 Workforce Australia Employment Services Providers for Reimbursement of:

- (a) purchases of goods or services which genuinely assist Participants to build experience and skills to get a job; and
- (b) a Wage Subsidy for Workforce Australia Services Participants.

'Employment Outcome' means:

- (a) a Partial Outcome; or
- (b) a Full Outcome.

'Employment Outcome Completion Date' means the date specified in Row 1, Column C of Table 1 in ANNEXURE B2 – OUTCOMES.

'Employment Outcome Start Date' means the date specified in Row 1, Column B of Table 1 in ANNEXURE B2 – OUTCOMES.

'Employment Region' means a geographical area:

- (a) identified and displayed at the Labour Market Information Portal Website (lmip.gov.au), 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 item 4.1 of Schedule 1 to any Head Licence.

'Employment Services Assessment' or 'ESAt' means an assessment of a Participant's barriers to employment and work capacity conducted by Services Australia.

'Employment Services Tip off Line' means a telephone and email service, developed primarily for current and former employees of employment services providers who suspect, or have evidence of incorrect claims or acceptance of Payments, or any other activities that may be a breach of the deeds that employment services providers have signed with the Department, and which allows those individuals to report their concerns to the Department.

'Employment Systems Service Desk' means the Department's centralised point of IT support for employment service providers in relation to the Department's IT Systems, including the Employment Services System and Employment and Community Services Network.

'Engagement' means an engagement that must be recorded in the Electronic Calendar in accordance with clause 104.

'Engagement Payment' means a Fee of the name set out in Table 4 in ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS, paid in accordance with clause 154.

'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 (Mutual Obligation) 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.

'Exempt Public Authority' has the meaning given to that term in section 9 of the Corporations Act.

'Exemption' means an exemption by Services Australia from Mutual Obligation Requirements of a Participant (Mutual Obligation) for a specified period of time as a result of circumstances specified under the Social Security Law.

'Existing Material' means all Material, except Commonwealth Material and Third Party Material, that is:

- (a) in existence at the Deed Commencement Date or is subsequently brought into existence other than as a result of the performance of this Deed; and
- (b) included in, embodied in, or attached to:
 - (i) the Deed Material; or
 - (ii) the Services or is otherwise necessarily related to the functioning or operation of the Services.

'Exit' means an exit of a Participant from Workforce Australia Services in accordance with clause 118.

'Extended Head Licence Period' means any period of time after the Head Licence End Date.

'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 Incentive' means any payment by the Provider in relation to which the Provider may claim a Reimbursement:

- (a) from the Employment Fund (including in relation to a Wage Subsidy); or
- (b) for any:
 - (i) a Youth Bonus Wage Subsidy;
 - (ii) an NWEF Host Payment; or

(iii) a PaTH Internship Host Payment.

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

'Full Outcome' means the Outcome specified in Row 2 of Table 1 in ANNEXURE B2 – OUTCOMES.

'Full-Time' means, for a Full-Time Site, a minimum of eight hours on each Business Day.

'Full-Time Site' means a Site that is specified to be a Full-Time Site in item 4.7 of Schedule 1 to the relevant Head Licence.

'Generalist Provider' means:

- (a) a Workforce Australia Employment Services Provider licensed to deliver Workforce Australia Services to all Participants, regardless of which cohort they may belong to; and
- (b) regarding a particular Site, the Provider if the Provider is identified as a Generalist Provider in item 4.2 of Schedule 1 to any Head Licence in relation to any Licence applying to that Site.

'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).

'Guide to Social Security Law' means the guidelines published by the Department of Social Services, (<http://guides.dss.gov.au/guide-social-security-law>).

'Guidelines' means any guidelines issued by the Department, as described in this Deed, as amended by the Department.

'Harvest Crops' means all vegetables, fruits, grains, seeds, hops, nuts, fungi, olives, flowers, broad acre crops, sugar, sandalwood, or other specialised crops as described in any Guidelines.

'Harvest Placement' means the placement by an HTS Provider of a Harvest Worker into a vacant position for paid Employment that involves Harvest Work in accordance with the Harvest Trail Services Deed.

'Harvest Trail Services' or **'HTS'** means the Commonwealth program of that name (or such other name as advised by the Department), administered by the Department.

'Harvest Trail Services Deed' or **'HTS Deed'** means the Harvest Trail Services Deed 2020-2023, being an agreement for the provision of Harvest Trail Services with the Department.

'Harvest Work' means work that includes one or more of the activities under the following categories:

- (a) production of Harvest Crops, including picking and pollinating;
- (b) planting and preparation for planting of Harvest Crops, including clearing and trenching;
- (c) propagation of Harvest Crops, including growing new plants from seeds;
- (d) packing shed operations;
- (e) local and immediate Harvest Crop processing; or
- (f) local storage and local transportation of Harvest Crops.

'Harvest Work 4 Week Period' means the period specified in Row 3, Column D of Table 1 in ANNEXURE B2 – OUTCOMES.

'Harvest Work 12 Week Period' means the period specified in Row 4, Column D of Table 1 in ANNEXURE B2 – OUTCOMES.

'Harvest Work 26 Week Period' means the period specified in Row 5, Column D of Table 1 in ANNEXURE B2 – OUTCOMES.

'Harvest Work 4 Week Outcome' means the Outcome specified in Row 3 of Table 1 in ANNEXURE B2 – OUTCOMES.

'Harvest Work 12 Week Outcome' means the Outcome specified in Row 4 of Table 1 in ANNEXURE B2 – OUTCOMES.

'Harvest Work 26 Week Outcome' means the Outcome specified in Row 5 of Table 1 in ANNEXURE B2 – OUTCOMES.

'Harvest Work Outcome' means a Harvest Work 4 Week Outcome, Harvest Work 12 Week Outcome or Harvest Work 26 Week Outcome, as relevant.

'Harvest Work Outcome Completion Date' means the date specified in Row 3, Row 4 or Row 5 (as relevant), Column C of Table 1 in ANNEXURE B2 – OUTCOMES.

'Harvest Work Outcome Start Date' means the date specified in Row 3, Column B of Table 1 in ANNEXURE B2 – OUTCOMES.

'Harvest Worker' means a Participant who:

- (a) is not prohibited by law from working in Australia;
- (b) if a holder of a temporary work visa with general work rights, is not restricted to a particular employer or type of work; and
- (c) has been referred to an HTS Provider by the Provider.

'Head Licence' means a contract for the provision of the Services that is formed in accordance with clause 10.1.

'Head Licence Completion Date' means either:

- (a) the day after the latest of the following:
 - (i) the Head Licence End Date; or
 - (ii) the latest Extended Head Licence Period end date; or
- (b) if the Head Licence is terminated before any of the days specified in paragraph (a), the day after the day on which the Head Licence is terminated.

'Head Licence End Date' means the date that is specified to be the 'Head Licence End Date' in item 2 of Schedule 1 to the relevant Head Licence.

'Head Licence Start Date' means the date that is specified to be the 'Head Licence Start Date' in item 1 of Schedule 1 to the relevant Head Licence.

'Head Licence Term' means the period from the Head Licence Start Date to the Head Licence Completion Date.

'High Value Head Licence' means, for the purposes of the Indigenous Procurement Policy, a Head Licence 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 Head Licence 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 Head Licence 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;
- (c) a Local Jobs Program Activity Host in relation to its delivery of a Local Jobs Program Activity;
- (d) a Workforce Australia - Workforce Specialist in relation to its delivery of a Workforce Specialist Project;
- (e) a Launch into Work Organisation in relation to its delivery of a Launch into Work Placement; or
- (f) 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.

'Initial Interview' means an initial Contact between the Provider and a Participant in accordance with clause 106.

'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 35.3(b), and/or any party having or exercising control over the Provider or any Material Subcontractor:

- (a) becomes externally administered for the purposes of:
 - (i) the Corporations Act or an external insolvency administrator is appointed to any such entity under the provisions of any companies or securities legislation of another jurisdiction;
 - (ii) any incorporated associations legislation of the Australian states and territories; or
 - (iii) the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth);
- (b) fails to comply with a statutory demand in the manner specified in section 459F of the Corporations Act, and has not made an application to set aside such demand under section 459G of the Corporations Act;
- (c) has, or is reasonably likely to have, a controller (as that term is defined in the Corporations Act) or mortgagee in possession appointed to its assets;
- (d) if an individual, becomes bankrupt or has entered into a scheme of arrangement with their creditors;
- (e) if an unincorporated entity or trust:
 - (i) an event of the kind referred to in paragraphs (a), (b), (c) or (d) occurs in respect of any of the partners, joint venturers or proprietors of such entity; or
 - (ii) a trustee in bankruptcy (or comparable person) is appointed to the assets and affairs of any of the partners, joint venturers or proprietors of such entity, or any of those partners, joint venturers or proprietors enter into an arrangement or composition with its or their creditors for the payment of their debts; or
- (f) is otherwise unable to pay its debts as and when they fall due.

'Intellectual Property Rights' includes intellectual property rights, including the following rights:

- (a) rights in relation to patents, copyright (including Moral Rights), circuit layout rights, trade marks (including goodwill in those marks), business names and any right to have confidential information (including trade secrets and know-how) kept confidential and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world;
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and
- (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere,

whether or not such rights are registered or capable of being registered.

'Interest' means simple interest calculated in respect of each calendar day from the day after the debt became due and payable, up to and including the day that the Provider effects full payment of the debt to the Commonwealth or a PT PCP Subcontractor (as relevant), using the following formula:

SI = UA x GIC x D:

where:

SI = simple interest amount;

UA = the unpaid amount;

GIC = for the purposes of clause 32.3, 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 59.17, 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.

'ISO 9001 Accreditation' means that the Provider or a Related entity has been certified by any entity accredited by the Joint Accreditation System of Australia and New Zealand (JAS-ANZ) as meeting the requirements of the international standard for a quality management system set out in the ISO 9001 Standard issued by the International Organization for Standardization.

'jobactive' means the Commonwealth program of that name (or such other name as advised by the Department from time to time), administered by the Department.

'jobactive Provider' means any entity contracted to the Commonwealth to provide Employment Provider Services under the jobactive Deed 2015-2022.

'Job Capacity Assessment' or **'JCA'** means an assessment conducted by Services Australia to determine eligibility for the Disability Support Pension and includes assessment of barriers to employment and work capacity.

'Job Outlook Website' means the website of that name that is owned and maintained by the Commonwealth and accessible via the internet (<https://joboutlook.gov.au/>).

'Job Placement' means a Vacancy or a position in an apprenticeship or a traineeship that is recorded or lodged on the Department's IT Systems by the Provider as being occupied by the Participant in accordance with this Deed.

'Job Placement Start Date' means:

- (a) unless paragraphs (b) or (c) below apply, the date on which the Participant first commences in a Job Placement;
- (b) if the Job Placement includes an initial Paid Induction Period, either:
 - (i) the day on which the Participant first commences in the Job Placement; or
 - (ii) the first day of continuous Employment following the Paid Induction Period, whichever the Provider selects; or
- (c) if there is a Significant Increase in Income or a Significant Increase in Pre-Existing Employment in relation to the Job Placement, the date of the relevant significant increase which the Provider records on the Department's IT Systems, or as otherwise specified in any Guidelines or advised by the Department.

'Job Plan' means the plan described in Section B2.3 – Job Plans, and which includes an employment pathway plan under the *Social Security Act 1991* (Cth) and a participation plan for Disability Support Pension Recipients (Compulsory Participation Requirements) under the *Social Security Act 1991* (Cth), or, if the *Social Security Act 1991* (Cth) is amended, any other such plans.

'Job Search' means an instance of active contact with a potential Employer to apply for a job, and includes a contact by phone or in person, by submitting a written application, or by attending a job interview.

Note: Relevant job vacancies do not need to have been publicly advertised to count as a Job Search. However, looking for job vacancies in newspapers or online does not count as a Job Search unless actual contact is made with the relevant potential Employer.

'Job Search Requirement' means the number of Job Searches that a Participant (Mutual Obligation) or a Disability Support Pension Recipient (Compulsory Participation Requirements) must complete per month, tailored to the Participant in accordance with any Guidelines.

'Job Seeker Assessment Framework' or **'JSAF'** means the assessment framework as specified in Section B2.4 – Job Seeker Assessment Framework and any Guidelines, which informs Participants of the employment services that they are eligible for and supports them in making relevant choices. The JSAF is intended to be ongoing and dynamic, to support Participant disclosure and engagement and to minimise reporting duplication for Participants. It uses analytics to personalise interventions and support.

'Job Seeker Classification Instrument' or **'JSCI'** means the statistical tool that determines a Participant's risk of becoming long term unemployed and is the core assessment mechanism in the Job Seeker Snapshot.

'Job Seeker Profile' means the functionality in the Department's IT Systems of that name (or such other name as advised by the Department from time to time) that captures key elements of a Participant's skills, qualifications and employment history for the purposes of enabling job matching and tailored job recommendations to be provided to Participants.

'Job Seeker Snapshot' means a questionnaire completed by the Participant, Services Australia or the Provider, the results of which informs the Participant of the employment services that they are eligible for and supports them in making relevant choices. It includes questions that determine the Participant's Job Seeker Classification Instrument score, support the Participant to make an informed decision when given a choice between Workforce Australia Online and Workforce Australia Services, and help identify if the Participant may require an Employment Services Assessment.

'Jobs, Land and Economy Program' means the Commonwealth program administered by the National Indigenous Australians Agency and 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.

'Labour Market Information Portal' means the website of that name that is owned and maintained by the Commonwealth and accessible via the internet (<https://lmip.gov.au/>).

'Launch into Work' means the Commonwealth pre-employment program of that name designed to build the skills of suitable Participants for identified employment opportunities.

'Launch into Work Organisation' means an organisation that hosts a Launch into Work Placement.

'Launch into Work Placement' means a placement of a Participant into a Launch into Work project, arranged in accordance with clause 132 and any Guidelines.

'Licence' means the rights and obligations that:

- (a) the Provider has under a Head Licence; and
- (b) relate to the delivery of the Services by a Provider in a particular Employment Region as either a Generalist Provider or a Specialist Provider.

'Licence End Date' means, in relation to a particular Licence, the date that is specified to be the 'Licence End Date' for the Licence in item 4.5 of Schedule 1 to any Head Licence.

'Licence Period' means the period from the Licence Start Date to the Licence End Date.

'Licence Start Date' means, in relation to a particular Licence, the date that is specified to be the 'Licence Start Date' for the Licence in item 4.4 of Schedule 1 to any Head Licence.

'Liquidated Damages' means the amount that the Department may recover from a Provider in accordance with clause 65.

'Local Jobs Program' means the Commonwealth program of that name, administered by the Department, designed to support the recovery of local economies through identified place-based strategies that can respond rapidly to an Employment Region's training and employment needs, and importantly, connect job seekers to local jobs.

'Local Jobs Program Activity' means an Activity provided by a Local Jobs Program Activity Host.

'Local Jobs Program Activity Host' means an entity that has an agreement with the Commonwealth to provide a Local Jobs Program Activity, amongst other things.

'Local Jobs Program Activity Partner' means, in relation to a Local Jobs Program Activity, the Workforce Australia Employment Services Provider, Workforce Australia - Transition to Work Provider or ParentsNext Provider that is the nominated partnering provider for that Local Jobs Program Activity in accordance with any Guidelines.

'Loss' means any liability, loss, damage, cost and/or expenses (including legal costs on a full indemnity basis) incurred or suffered.

'Mandatory Activity' means a mandatory activity as specified in any Guidelines.

'Mandatory Activity Requirement' means a requirement, specified in a Participant's (Mutual Obligation) Job Plan, to undertake a Mandatory Activity.

'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.

'Micro-credential' means a skill or skills arising from completion of a short and targeted training product which may also include those in the National Training System.

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

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

'Mutual Obligation Requirement' means any activity test, participation requirement or other requirement that a Participant must meet in order to receive an Income Support Payment, including a requirement that, if not complied with, would be:

- (a) a Mutual Obligation Failure;
- (b) a Work Refusal Failure;
- (c) an Unemployment Failure; or
- (d) a failure to meet a Reconnection Requirement,

under the Social Security Law.

'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://www.humanrights.gov.au/about/news/coag-endorses-national-principles-child-safe-organisations>).

'National Skills Commission' means the Commonwealth agency led by the National Skills Commissioner that provides expert advice and national leadership on Australia's labour market and current, emerging and future workforce skills needs.

'National Standards for Disability Services Accreditation' means certification by any entity accredited by the Joint Accreditation System of Australia and New Zealand (JAS-ANZ) as meeting the standards set out in the National Standards for Disability Services issued by the Australian Government Department of Social Services.

'National Training System' means the Australian Vocational Education and Training system which aims to provide individuals with the work-ready skills and qualifications needed to keep Australia's industry sectors productive and competitive and which is based on occupational skills standards, which are set out in units of competency within training packages which reflect nationally consistent qualifications required for particular occupations.

'National Work Experience Program' or 'NWEF' means the Commonwealth program of that name, administered by the Department, which aims to provide eligible Participants as specified in any Guidelines with opportunities to enhance their vocational skills and experience in a work-like environment.

'National Work Experience Program Placement' or 'NWEP Placement' means a short-term unpaid work trial placement that meets the eligibility requirements for a National Work Experience Program Placement, as specified under clause 128 and any Guidelines.

'NEST Provider' means any entity contracted by the Commonwealth to provide Services under the New Employment Services Trial Deed 2019-2022.

'Non-Payable Outcome' means any non-payable Outcome specified in any Guidelines.

'Non-vocational Barriers' means the range of barriers that can prevent an individual from obtaining and sustaining Employment or Education or from undertaking further skills development, including homelessness, mental illness, drug or alcohol addiction, sexual abuse or violence and physical or mental abuse.

'Notice' means a notice given in accordance with clause 86.

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

'NWEP Host Payment' means, unless otherwise specified in any Guidelines, an amount of \$1,000.

'NWEP Provider Payment' means the Fee, set out in Table 8B in ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS, paid in accordance with clause 159.

'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 129 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) ParentsNext;
- (b) Transition to Work;
- (c) Disability Employment Services; or
- (d) any other service specified as an Other Service in any Guidelines.

'Other Service Provider' means any:

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

'Outcome' means an Employment Outcome or a Harvest Work Outcome.

'Outcome Payment' means a Fee for:

- (a) an Employment Outcome as set out in Table 5A in ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS; or
- (b) a Harvest Work Outcome as set out in Table 5B in ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS.

'Outcome Period' means:

- (a) for an Employment Outcome, the period from the relevant Employment Outcome Start Date to the relevant Employment Outcome Completion Date; and
- (b) for a Harvest Work Outcome, the period from the relevant Harvest Work Outcome Start Date to the relevant Harvest Work Outcome Completion Date.

'Outreach' means, for an Outreach Site, a regular presence other than Part-Time or Full-Time - for example, on a fortnightly, monthly, seasonal or 'as the need arises' basis.

'Outreach Site' means a Site that is specified to be an Outreach Site in item 4.7 of Schedule 1 to the relevant Head Licence.

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

'Paid Induction Period' is a period before the start of continuous Employment of a Participant where the Participant undergoes associated job training supported by the Employer and where the Employer remunerates the Participant in compliance with all applicable legislation.

'Panel' means the Department's panel for the delivery of Workforce Australia Services.

'Panel Member' means an entity contracted to provide employment services under the Workforce Australia Services Deed of Standing Offer 2022-2028. A reference to 'the Panel Member' is a reference to the Provider.

'ParentsNext' means the Commonwealth program of that name (or such other name as advised by the Department), administered by the Department.

'ParentsNext Deed' means the ParentsNext Deed 2018-2024, being an agreement for the provision of ParentsNext services with the Commonwealth.

'ParentsNext Provider' means any entity that is a party to a ParentsNext Deed.

'Partial Outcome' means the Outcome specified in Row 1 of Table 1 in ANNEXURE B2 – OUTCOMES.

'Participant' means any individual, who is identified by Services Australia, the Department, or the Provider on the Department's IT Systems as eligible for receiving Workforce Australia Services, and includes a Workforce Australia Services Participant, a Participant (Mutual Obligation), a Participant (Voluntary), a Disability Support Pension Recipient (Compulsory Participation Requirements) and any other individual identified as a Participant in any Guidelines.

'Participant (Mutual Obligation)' means a Participant with Mutual Obligation Requirements, including any Participant as specified in any Guidelines, but excluding a Disability Support Pension Recipient (Compulsory Participation Requirements).

'Participant (Voluntary)' means a Participant who:

- (a) is subject to an Exemption;
- (b) has part-time Mutual Obligation Requirements and is fully meeting their Mutual Obligation Requirements;
- (c) has a temporary reduced work capacity of less than 15 hours per week, as determined by an ESAt or JCA, for the period determined by an ESAt or JCA;
- (d) is a PCW Participant with a current and future work capacity of less than 15 hours per week; or
- (e) is otherwise identified by the Department as being a Participant (Voluntary),

and volunteers to participate in additional activities.

'Participant Risk Assessment' means a risk assessment in relation to a Participant's involvement in a Specified Activity undertaken and updated in accordance with any Guidelines.

'Participant Sourced Voluntary Work' means Voluntary Work that a Participant with a Points Requirement 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' means, for a Part-Time Site, set weekly hours on Business Days with hours of operation less than Full-Time, as agreed with the Department.

'Part-Time Site' means a Site that is specified to be a Part-Time Site in item 4.7 of Schedule 1 to the relevant Head Licence.

'Party' means a party to this Deed.

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

'PaTH Internship' means an unpaid work trial placement that meets the eligibility requirements of a PaTH Internship as specified in any Guidelines.

'PaTH Internship Agreement' means a Host Organisation Agreement between the Provider, a Host Organisation and a PaTH Intern in relation to a PaTH Internship, in accordance with any Guidelines.

'PaTH Internship Host Payment' means, unless otherwise specified in any Guidelines, an amount of \$1,000.

'PaTH Internship Provider Payment' means the Fee, set out in Table 8A in ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS, paid in accordance with clause 158.

'PaTH Internship Start Date' means the date on which the PaTH Intern commences in the relevant PaTH Internship, if that day occurs during the PaTH Intern's Period of Registration.

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

'PCW Participant' means a Participant with a Partial Capacity to Work.

'Performance Rating' means the measure of the Provider's performance in delivering Workforce Australia Services, calculated by the Department at its absolute discretion.

'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 Workforce Australia Services, beginning on the Participant's Commencement, and which is halted while the Participant is Suspended, and which ends when the Participant is:

- (a) transferred from the Provider in accordance with this Deed; or
- (b) Exited.

'Period of Service' means the period of time of that name specified in the Department's IT Systems that a Participant is in Workforce Australia Services, and which is effectively a period that:

- (a) begins when the Participant Commences in Workforce Australia Services;
- (b) halts when the Participant is Suspended; and
- (c) ends when the Participant Exits.

'Period of Unemployment' means the period of time of that name, and which is effectively the period that:

- (a) begins on the date on which a Participant registers with Services Australia or Directly Registers with the Provider, as relevant; and
- (b) ends as specified in the Department's IT Systems.

'Permissible Break' means, where a Participant is working towards a Partial Outcome or a Full Outcome, a period of time during which the Participant has a break in Employment caused by a situation which is outside the control of the Participant or the Provider and which satisfies the requirements specified in any Guidelines.

'Personal Event' means a Participant's personal event that has been recorded in their Electronic Calendar.

'Personal Event Time' means the time that a Personal Event is scheduled to occur.

'Personal Handover Meeting' means an in person, face-to-face meeting between the Provider, the relevant CTA Eligible Participant and the relevant CTA Provider in accordance with any Guidelines.

'Personal Information' has the same meaning as under section 6 of the Privacy Act.

'Personnel' means:

- (a) in relation to the Provider, any individual who is an officer, employee, volunteer or professional advisor of the Provider; and
- (b) in relation to any other entity, any individual who is an officer, employee, volunteer or professional advisor of the entity.

'Points Based Activation System' or **'PBAS'** means the system which allows Participants to meet their Mutual Obligation Requirements by undertaking sufficient tasks and activities to meet a monthly Points Target.

'Points Reporting Period' means, unless otherwise specified in any Guidelines, the first month, and each successive month thereafter, of a Participant's (Mutual Obligation) Period of Unemployment.

'Points Requirement' means the requirement that a Participant (Mutual Obligation) meet their Points Target in each Points Reporting Period, and which must be specified in the Participant's Job Plan in accordance with clause 110.1.

'Points Target' means, in relation to a Participant (Mutual Obligation), the number of points specified on the Participant's dashboard on the Department's Website or the jobseeker application (app).

'Post-placement Support' means support and assistance provided to Participants and/or Employers to help sustain the Employment of a Participant following a relevant Job Placement and may include the provision of mentoring and coaching, work-related training, work-related equipment and attire and other relevant support.

'Pre-existing Employment' means a position in Employment, Unsubsidised Self-Employment, an apprenticeship or traineeship occupied by the Participant prior to them receiving Workforce Australia Services from any Workforce Australia Employment Services Provider.

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

'Program Assurance Activities' refers to activities that may be conducted at any time, to assist the Department in determining whether the Provider is meeting its obligations under this Deed, including any Guidelines.

'Progress Payments' means the Fees, set out in Table 7 in ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS, and paid in accordance with clause 157.

'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 exiting of a Participant from Workforce Australia Services by the Provider, through recording the Exit and the relevant reasons on the Department's IT Systems, in accordance with any Guidelines.

'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 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 any Head Licence;
- (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 Head Licence 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 including work/official orders entered into that are valued up to \$1 million (GST inclusive) under standing offer (panel) arrangements),

but does not include the following Subcontracts:

- (d) Subcontracts entered into prior to the Provider's response to the relevant request for proposal for this Deed;

- (e) Subcontracts which contain standard terms and conditions put forward by the Other Party and which cannot reasonably be negotiated by the Provider; or
- (f) 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 10(2) of the *Data Availability and Transparency Bill 2020* (Cth).

'Quality Assurance Framework' or **'QAF'** means the Department's framework as set out in any Guidelines for assessing the quality of Workforce Australia Services delivered by Workforce Australia Employment Services Providers to Participants, Employers and the Department.

'Quality Assurance Framework Audit' or **'QAF Audit'** means a Quality Standards Audit and a Quality Principles Audit.

'Quality Assurance Framework Audit Plan' or **'QAF Audit Plan'** means a plan for the conduct of a Quality Principles Audit in accordance with any Guidelines.

'Quality Assurance Framework Certificate' or **'QAF Certificate'** means a certificate, issued by the Department that certifies that the Provider:

- (a) complies with a Quality Standard; and
- (b) adheres to the Quality Principles,

in accordance with any Guidelines.

'Quality Auditor' means an entity appointed by the Department to conduct audits under the Quality Assurance Framework.

'Quality Principles' means the principles developed by the Department against which Providers must demonstrate adherence to the Quality Assurance Framework.

'Quality Principles Audit' means any audit, conducted for the purposes of the Quality Assurance Framework and in accordance with any Guidelines, to determine whether the Provider complies with, or continues to comply with, the Quality Principles.

'Quality Principles Report' means a Report of a Quality Principles Audit in accordance with any Guidelines.

'Quality Report' means a Quality Standards Report and a Quality Principles Report.

'Quality Standard' means a quality standard approved by the Department for the purposes of gaining a Quality Assurance Framework Certificate in accordance with any Guidelines.

'Quality Standards Audit' means any audit conducted in accordance with a Quality Standard.

'Quality Standards Report' means a complete and unedited report by a Quality Auditor, in accordance with a Quality Standard, resulting from a Quality Standards Audit.

'Records' means documents, information and data stored by any means and all copies and extracts of the same, and includes Deed Records, Commonwealth Records and Provider Records.

'Records Management Instructions' means any Guidelines provided by the Department in relation to the management, retention and disposal of Records.

'Referral' or **'Referred'** means a referral of a Participant to the Provider through the Department's IT Systems, including by Services Australia or the Department.

Note: As indicated in clause 99.1(a)(i), Referral of a Participant includes:

- (a) when the Participant is transitioned to the Provider by the Department from a jobactive Provider or a NEST Provider at the start of this Deed;
- (b) following an online assessment, or an assessment by Services Australia, that has determined the Participant is eligible for Workforce Australia Services;

- (c) when the Participant is moved from an Other Service or Workforce Australia Online Services, including where a Workforce Australia Services Online Participant requests to be moved to Workforce Australia Services; or
- (d) when the Participant is transferred to the Provider from another Workforce Australia Employment Services Provider.

'Referral Cap' means, for any Head Licence Term and in relation to each Employment Region, a cap of no more than 50 per cent of the total referrals made by the Provider:

- (a) to one or more:
 - (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.

'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 any Head Licence 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 Black Economy Procurement Connected Policy or, if the circumstances in Part 6.c of the Black Economy Procurement Connected Policy apply, the conditions set out in Part 8.b of the Black Economy Procurement Connected Policy.
- 'Schedule'** means the schedule to this Deed, unless it is specified to be a Schedule to a Head Licence.
- '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.
- 'Self-Employment Assistance Commencement'** means the date on which a Self-Employment Assistance Participant commences receipt of Self-Employment Assistance Comprehensive Services, as identified in the Department's IT Systems.
- 'Self-Employment Assistance Comprehensive Services'** means services of that name provided by a Self-Employment Assistance Provider to a Self-Employment Assistance Participant in accordance with an executed Self-Employment Assistance Comprehensive Services Agreement.
- 'Self-Employment Assistance Comprehensive Services 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 Comprehensive Services.
- 'Self-Employment Assistance Eligible'** means that an individual meets the eligibility requirements for Self-Employment Assistance Services, as determined by a Self-Employment Assistance Provider.
- 'Self-Employment Assistance Participant'** means an individual who is accessing Self-Employment Assistance Services.
- 'Self-Employment Assistance Provider'** means any entity that is contracted by the Commonwealth to deliver Self-Employment Assistance Services on or after 1 July 2022.
- 'Self-Employment Assistance Small Business Training'** means the accredited small business training component of Self-Employment Assistance.
- '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 (or such other name as advised by the Department from time to time), administered by the Department.
- 'Self-help Facilities'** means personal computers or similar devices with broadband internet connectivity, printers and other sundry equipment and local area wireless technology that allows an electronic device to exchange data or connect to the Internet (i.e. Wi-Fi access) at no charge to Participants in accordance with any specifications that may be Notified by the Department from time to time and any Guidelines.
- 'Service Guarantee'** means a set of minimum service standards for Workforce Australia Services as specified in Attachment 3 – Service Guarantee.

'Service Period' means, subject to any contrary stipulation in this Deed, the period from the Deed Commencement Date to 30 June 2028.

'Services' means:

- (a) Workforce Australia Services;
- (b) any additional services to be provided by the Provider under clause 25; and
- (c) any other services reasonably related or required to be provided by the Provider for the proper provision of the Services under this Deed.

'Services Australia' means the Australian Government agency known as Services Australia, or any other name advised by the Department from time to time, and includes its officers, delegates, employees, contractors and agents.

'Services Australia Fortnight' means the period determined under section 43(1)(b) of the *Social Security (Administration) Act 1999* (Cth) that applies to a Participant.

'Significant Increase in Income' means circumstances where a Participant:

- (a) participates in Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship that:
 - (i) was first occupied by the Participant during their current Period of Unemployment;
 - (ii) did not satisfy a 4, 12 or 26 Week Period for a Full Outcome because the income earned or hours worked were insufficient to satisfy the relevant paragraph (a)-(e) of the definition of a Full Outcome; and
 - (iii) is not Pre-existing Employment; and
- (b) generates sufficient income from Employment, Unsubsidised Self-Employment, an apprenticeship or a traineeship to have caused the Participant's Basic Rate of Income Support Payment to cease.

'Significant Increase in Pre-existing Employment' means circumstances where the income received, or hours worked (as relevant), by the Participant from Pre-existing Employment increases:

- (a) after they commenced receiving Workforce Australia Services from any Workforce Australia Employment Services Provider;
- (b) either:
 - (i) by the amount described in Row 1 (Partial Outcome), Column C of Table 2 in ANNEXURE B2 – OUTCOMES as compared to the amount described in Row 1 (Partial Outcome), Column B of Table 2 in ANNEXURE B2 – OUTCOMES; or
 - (ii) from less than the level of income or hours described in Row 2 (Full Outcome), Column B of Table 2 in ANNEXURE B2 – OUTCOMES to the level of income or hours described in Row 2 (Full Outcome), Column C of Table 2 in ANNEXURE B2 – OUTCOMES; and
- (c) as specified in any Guidelines or advised by the Department.

'Site' means a physical location in an Employment Region specified in item 4.6 of Schedule 1 to any Head Licence.

'Skills for Education and Employment' or **'SEE'** means the Commonwealth program of that name that provides language, literacy, numeracy and digital literacy training to eligible Participants, with the expectation that such improvements will enable them to participate more effectively in training or in the labour force.

'Social Security Appeals Process' means reviews and appeals of decisions made under the *Social Security Act 1991* (Cth) or *Social Security (Administration) Act 1999* (Cth).

'Social Security Law' means the *Social Security Act 1991* (Cth) and the *Social Security (Administration) Act 1999* (Cth), and includes all relevant subordinate legislation and instruments, and the Guide to Social Security Law.

'Source' means the act of identifying and securing a Work for the Dole Place by providing or arranging the same.

'Special Conditions' means, in relation to a particular Head Licence, the conditions that are specified to be the 'Special Conditions' at clause 2 in the Head Licence.

'Specialist Provider' means:

- (a) a Workforce Australia Employment Services Provider licensed to deliver Workforce Australia Services to a Specialist Service Group; and

- (b) regarding a particular Site, the Provider if the Provider is identified as a Specialist Provider in item 4.2 of Schedule 1 to any Head Licence in relation to any Licence applying to that Site.

'Specialist Service Group' means:

- (a) a particular cohort(s) of Participants, such as Participants who are Indigenous, culturally and linguistically diverse (CALD), refugees and/or ex-offenders; and
- (b) regarding a particular Site, any group identified as a Specialist Service Group in item 4.2 of Schedule 1 to any Head Licence in relation to any Licence applying to that Site.

'Specified Activity' means a Work for the Dole Placement, Work for the Dole Project, National Work Experience Program Placement, Observational Work Experience Placement, PaTH Internship, Launch into Work Placement, Local Jobs Program Activity (if arranged by the Provider), Provider Sourced Voluntary Work and any other Activity specified as such in any Guidelines.

'Specified Complementary Program' means a Complementary Program specified in any Guidelines as being subject to clause 155.10.

'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#Requesting_an_STR.

'Structural Adjustment Program' means a suite of services and support available to eligible Participants as part of a labour or structural adjustment package announced by the Australian Government and included in any Guidelines.

'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.

'Sub-panel' means the Department's sub-panel for the delivery of Workforce Australia Services in respect of an Employment Region.

'Supervisor' means an individual who has the responsibility for the Supervision of Participants engaged in an Activity.

'Supervision' means the action or process of directly monitoring and managing Participants participating in Activities.

'Suspend' or **'Suspended'** means the act of imposing a Suspension.

'Suspension' means a period of time of that name as specified in the Department's IT Systems, during which a Participant is not obliged to participate in Workforce Australia Services.

'Targeted Compliance Framework' or **'TCF'** means the legislative framework designed to ensure that only those job seekers who persistently commit Mutual Obligation Failures without a Valid Reason or Reasonable Excuse incur financial penalties while providing protections for the most vulnerable. It is designed to encourage job seekers to engage with their employment services provider, take personal responsibility for managing and meeting their Mutual Obligation Requirements, actively look for work and improve their employment prospects. The TCF comprises three zones: the Green Zone, the Warning Zone and the Penalty Zone.

'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.

'Transfer Payment' means a Fee of the name set out in Table 4 in ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS, paid in accordance with clause 154.

'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 or any Head Licence, and Notified by the Department to the Provider under clause 68.1.

'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.

'Unsuitable' means that a position is, in accordance with any Guidelines:

- (a) a position, including a retail position, involving nudity or in the sex industry;
- (b) a position in volunteer work, work experience or unpaid work;
- (c) except in relation to wage rates, a position in contravention of Commonwealth, state or territory legislation or which involves terms and conditions of employment which are inconsistent with the relevant workplace relations laws, or any instrument made under such laws;
- (d) in relation to wage rates, a position sourced by the Provider where the wage rate paid is not at least equivalent to (as relevant):
 - (i) the minimum rate prescribed in any Modern Award that covers or applies to the position; or
 - (ii) if no Modern Award covers or applies to the position, the National Minimum Wage;

- (e) a position in a training course;
- (f) a position in a program funded by the Commonwealth or by a state or territory government as advised by the Department;
- (g) in another country, regardless of whether the salary is paid in Australian dollars or by an Australian company;
- (h) a position involving illegal activity;
- (i) a position involving income or funds from gambling deemed to be inappropriate by the Department;
- (j) a position that pays a commission as either the entire remuneration or part of the remuneration, except where the commission being paid to the Participant is in addition to an amount which is paid to the Participant in accordance with any applicable Commonwealth, state or territory legislation and any applicable Modern Award or the National Minimum Wage; or
- (k) a position that the Department has advised is not acceptable.

'Upfront Payment' means an Engagement Payment or a Transfer Payment.

'Vacancy' means:

- (a) a vacant position for:
 - (i) paid Employment with an Employer; or
 - (ii) Unsubsidised Self-Employment; or
- (b) Pre-existing Employment,

that is not Unsuitable.

'Valid' means valid in accordance with Part 7.e of the Black Economy Procurement Connected Policy.

'Valid Reason' means a valid reason as specified in any Guidelines.

'Very Long Term Unemployment Bonus' means the Fee, set out in Table 6 in ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS, paid in accordance with clause 156.

'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 the 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.

'Work for the Dole' means the Commonwealth program of that name designed to help Participants gain the skills, experience and confidence that they need to move to work as soon as possible, while at the same time, making a positive contribution to their local community.

'Work for the Dole Payment' means the Work for the Dole Placement Fee and any Payment from the Work for the Dole Projects Fund.

'Work for the Dole Place' means a place in a Work for the Dole Placement or Work for the Dole Project, in which an eligible Participant can participate in accordance with any Guidelines.

'Work for the Dole Placement' means a Work for the Dole activity designed for one or more individual Participants within an existing function of the Host Organisation.

'Work for the Dole Placement Fee' means the Fee specified in Table 8C of ANNEXURE B1 – PAYMENTS AND EMPLOYMENT FUND CREDITS.

'Work for the Dole Project' means a Work for the Dole activity designed for more than one Participant, which involves carrying out tasks as part of a specific community project developed for the purpose of providing a work-like experience for a group of Participants and the delivery of a benefit to the community.

'Work for the Dole Projects Fund' means the fund described in clause 161.

'Work for the Dole Projects Fund Credit' means the amount of credit that the Provider has in the Work for the Dole Projects Fund, as specified in the Department's IT Systems.

'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 Employment Services Provider Performance Framework' means the framework set out in any Guidelines designed to assess, address, recognise and improve the performance of Providers in delivering Workforce Australia Services.

'Workforce Australia Online' means services provided by the Department through a digital employment services platform and the Digital Services Contact Centre.

'Workforce Australia Services' means the services set out in Part B – Workforce Australia Services of this Deed.

'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.

'Workforce Australia - Workforce Specialist' means an entity engaged through a panel arrangement to deliver projects to connect job seekers to labour market opportunities in identified key industries and occupations as outlined in a Workforce Connections: Workforce Specialist Project Framework.

'Workforce Specialist Project' means any project set up by a Workforce Australia - Workforce Specialist in accordance with any Guidelines.

'Work Order' means a written order for Services issued in accordance with clause 9 and substantially in the form of ANNEXURE A1 – TEMPLATE WORK ORDER (WORKFORCE AUSTRALIA SERVICES) to this Deed.

'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.

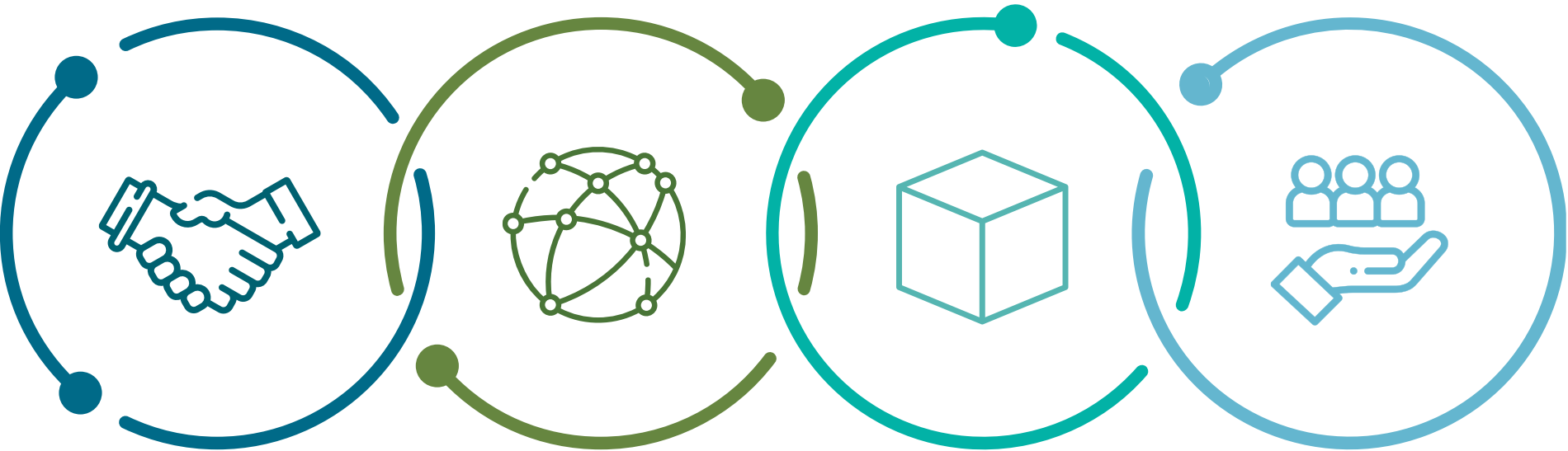
'Youth Bonus Wage Subsidy' means the Wage Subsidy of that name identified in any Guidelines.

Joint Charter – Workforce Australia

The department and providers contracted to deliver employment and related services agree to act in accordance with the principles and joint expectations in this Charter.

We will work together to deliver quality services that are **respectful**, **connected**, **simple** and **supported**.

These principles will apply to the way we work together, and how we all contribute to high quality, tailored and effective employment and related services for individuals and employers.



Respectful

Providers are empowered to deliver personalised, innovative and flexible services that are culturally appropriate and tailored to the needs of individuals and businesses.

Local and national experience and expertise is recognised and harnessed to deliver effective services to individuals and businesses.

Service quality is valued, with integrity and respect afforded to all stakeholders.

Actions are taken in good faith, including the exercise of rights and responsibilities under deeds and guidelines.

Issues are resolved collaboratively through cooperation and informal dispute resolution processes in the first instance

Connected

Engagement is proactive, timely and fit for purpose to support the objective of the services.

Digital delivery supports service delivery to individuals and employers, and maximise return on investments.

Technology is used to:

- deliver quality services and timely information;
- share performance and caseload data;
- streamline communications.

Innovative ideas and solutions are encouraged to deliver sustained benefits to individuals, employers and businesses.

Decisions are transparent and informed by evidence and data intelligence

Simple

Service delivery is tailored and outcome focused, considering individual and employer needs, and local job opportunities.

Activities are safe, efficient and effective by ensuring they meet work health and safety requirements and contribute to individuals' job readiness.

Automation supports streamlined processes and workflows.

Outcome focused delivery and decisions consider the needs of the individuals and employers.

Complexity is reduced by recognising and acting on opportunities to cut red tape and ensuring quality, timely and relevant support

Supported

Greater flexibility and choice supports individuals in how they engage with employment services.

Collaborative partnerships with employment services, industry, businesses, state/territory and local governments, community organisations and support services are leveraged to benefit individuals and businesses.

Stakeholder needs are met responsively by actively contributing to the resolution of issues and delivery of solutions.

Service delivery and decision making is informed through regular consultation, engagement and leveraging new and emerging approaches.

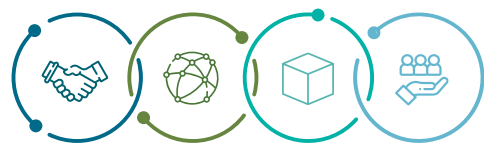
Improvements are continuous by building staff capabilities and sharing feedback and ideas to better meet the needs of individuals and businesses.

ATTACHMENT 3 – SERVICE GUARANTEE



Service Guarantee Workforce Australia Services

Workforce Australia aims to provide employment services that are



simple, supported, connected and **respectful**.

This Service Guarantee reflects the Australian Government's expectations for Workforce Australia delivering tailored services to support individuals towards employment. It sets out the minimum level of service each individual can expect, including elements unique to different types of Workforce Australia services, as well as the requirements that need to be met while participating in employment services.

What you can expect from Workforce Australia:

To receive services tailored to your needs that **support** you to build your job readiness.

To be treated fairly and **respectfully** and in a culturally sensitive way.

To be **connected** to flexible service delivery methods that adapt to changing circumstances and **support** accessibility.

To have information provided in a **simple** and clear manner.

Access to a **simple** self-managed digital platform and **support** to link your MyGov account to use self-help job search facilities and online information.

These are the standards and actions providers and participants are expected to follow in Workforce Australia Services.

What you can expect from your Provider Your Provider will:

Respectfully deliver intensive servicing and individually tailored case management, considering your strengths and any challenges.

Connect with you through appointments and provide you with relevant information during your first interview.

Support you to meet your mutual obligation requirements and Points Target under the Points Based Activation System.

Support you to search for a job and refer you to suitable jobs.

Connect you to activities to help you prepare for work, for example training, education, activities or work trial opportunities.

Support you to access services best suited to your individual needs through the Employment Fund, wage subsidies or relocation assistance (where appropriate).

Keep **connected** with you and your employer once you have started a job.

What is expected of you As a participant in Workforce Australia Services you need to:

Stay **connected** by doing everything you have agreed to do in your Job Plan and meet your monthly Points Target.

Behave **respectfully** at job interviews and provide feedback to your Provider about the interview.

When a suitable job is offered accept the position and keep your Provider updated on your progress so they may **support** you to keep the job.

Participate in and behave **respectfully** at appointments with your Provider, and notify them if you are unable to attend.

Connect with the services to improve your readiness for work by participating in relevant activities.

Stay **connected** with the services and advise if there are any changes in your circumstances.

Not meeting any of these responsibilities may impact your income support payments.

Compliments, suggestions or complaints

Your views about the service you receive are important. The Department of Education, Skills and Employment and your Provider value any feedback you may have.

If you don't think you are receiving the right help and would like to make a complaint, please talk to your Provider first. Your Provider will offer a feedback process which is fair and will try to resolve your concerns.

If you feel you can't talk to your Provider, or you are still not happy, you can contact the Department of Education, Skills and Employment National Customer Service Line on 1800 805 260 (free call from land lines) or email nationalcustomerservice@des.gov.au.

If you have suggestions to improve the service that you are getting or would like to make a compliment about the help you have received, please let your Provider know or call the National Customer Service Line.

If you have any concerns about your income support payments, you should contact Services Australia (<https://www.servicesaustralia.gov.au/>)

Your personal information is confidential

Your Personal information is protected by law, including the *Privacy Act* 1988 (Cth). Your Provider will only tell employers things about you that relate to job opportunities or, with your permission, your employment with them.

You can ask to get access to any information your Provider holds about you, and have it corrected if needed.

SCHEDULE – DEED AND PANEL MEMBER DETAILS

Item 1	Account Manager (clauses 22.2 and 86.1 of the Deed, ATTACHMENT 1 – DEFINITIONS to the Deed)		
Contact	< Account Manager Title> < Account Manager First Name> < Account Manager Surname>		
Telephone	< Account Manager Phone>	Mobile	< Account Manager Mobile>
Email	< Account Manager Email>		
Physical Address	< Account Manager Physical Address Line1>	Postal Address	< Account Manager Postal Address Line1>
	< Account Manager Physical Address Line2>		< Account Manager Postal Address Line2>
	< Account Manager Physical Address Line3>		< Account Manager Postal Address Line3>
	<Suburb> <State> <Postcode>		< Suburb> <State> < Postcode>
Item 2	Contact Person (clauses 22.2 and 86.1 of the Deed, ATTACHMENT 1 – DEFINITIONS to the Deed)		
Contact	< Contact Person Title> < Contact Person First Name> < 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>	Postal Address	<Contact Person Postal Address Line1>
	<Contact Person Physical Address Line2>		<Contact Person Postal Address Line2>
	<Contact Person Physical Address Line3>		<Contact Person Postal Address Line3>
	<Suburb> <State> <Postcode>		< Suburb> <State> < Postcode>

Item 3**Sub-panels** (clause 6.2 of the Deed, ATTACHMENT 1 – DEFINITIONS to the Deed)

3.1 Sub-panels to which the Panel Member is appointed (clause 6.2 of the Deed)	3.2 Specialist Service Group (if applicable) (clause 100 and ATTACHMENT 1 – DEFINITIONS to the Deed)
<i>[insert Employment Region name]</i>	



23 February 2021

Direction on return to Face-to-Face Service Delivery

The Department of Education, Skills and Employment (the department) considers that, with signs of economic recovery, businesses hiring staff and COVID-19 restrictions continuing to ease across Australia, it is appropriate to commence the return to normal servicing arrangements for job seekers.

Accordingly, the department directs that, with effect from **9 March 2021**, Participant opt-in requirements cease and Providers **must** deliver Services face-to-face where this is required by the Deed and consistent with relevant health advice.

This new direction cancels the direction issued on 18 September 2020, which had permitted Providers to deliver Services, including all Activities (including Work for the Dole) face-to-face, provided that several conditions were met, including that Participants must opt-in to participate in the Services face-to-face.

Subject to the below conditions and qualifications, the department now directs that:

- (a) the Provider must ensure that face-to-face delivery is carried out in a safe manner and is appropriate for the relevant Participant, the Provider's staff and others from a work health and safety perspective. In this regard, the Provider must:
 - (i) consult guidance and information published by Safe Work Australia and the relevant work health and safety regulator;
 - (ii) have a COVID-Safe plan, in accordance with the requirements specified by the relevant State and Territory government, in place for each of the Sites where face-to-face delivery will be provided;
 - (iii) ensure that face-to-face Services are delivered in accordance with the Provider's relevant COVID-Safe plan;
 - (iv) ensure that each relevant Activity Host Organisation or Host Organisation has a COVID-Safe plan (or similar), in accordance with the requirements specified by the relevant State and Territory government, in place for each Activity which involves face-to-face participation prior to the Provider placing a Participant into that Activity; and
 - (v) continue to deliver non face-to-face servicing for participants who are unable to meet the minimum COVID-Safe requirements set by each State or Territory Government.
- (b) where face-to-face delivery is **partially restricted** by the requirements of a relevant State or Territory government, Providers must provide face-to-face servicing up to the limit of the relevant restriction until the restriction is revoked, and provide services remotely by phone, video or online where face-to-face services cannot otherwise be delivered.
- (c) where face-to-face delivery is **entirely prevented** by the requirements of a relevant State or Territory government, non- face-to-face services may be delivered until the relevant requirement is revoked, and for four weeks after the revocation date for non-face-to-face activities booked during the restriction period.

- (d) to the extent that face-to-face service delivery is restricted or prevented by the requirements of a relevant State or Territory government, the department:
- (i) waives obligations to deliver Services face-to-face; and
 - (ii) agrees to the Provider using alternative means to deliver the relevant Services, including by phone, video and/or online.
- (e) as part of a transition period, Activities (including courses where relevant) that have been arranged on or before the date of this direction to be delivered in a non face-to-face format, *and* scheduled to commence prior to 30 April 2021, may be still be delivered in a non face-to-face format. Where a currently scheduled Activity is to commence after 30 April 2021, providers must conduct these activities face-to-face and advise participants accordingly.
- (f) If face-to-face delivery is impacted in the future by local events such as natural disasters or the requirements of Commonwealth, State or Territory governments or local authorities, the Provider may to seek agreement from the department to alter service delivery arrangements for the period of the relevant local event.

Further advice on the application of this direction in relation to specific programs is available on the Provider Portal.

For more information on your local COVID-19 advice, safe practices and workplace principles, please refer to www.australia.gov.au, www.safeworkaustralia.gov.au, and your relevant State or Territory health authority information.

Links to enforceable government health and emergency directions and COVID Safe plans is available at: <https://www.safeworkaustralia.gov.au/covid-19-information-workplaces/other-resources/covid-19-public-health-directions-and-covidsafe>



8 November 2021

Direction on Face-to-Face Service Delivery

The National Plan to transition Australia's COVID-19 response (National Plan) is approaching Phase C (Vaccination Consolidation) across the country. As vaccination targets are achieved across the country, restrictions are eased and interstate borders reopen, employment services will continue to play a crucial role in supporting Participants to safely connect with employment, training and other opportunities and assistance as the country's economy recovers and employers re-hire workers. Accordingly, in this Direction, the Department of Education, Skills and Employment (the Department) provides direction on updated requirements in relation to face-to-face servicing.

This Direction takes effect from **15 November 2021** and cancels and replaces the *Direction on Return to Face-to-face Service Delivery* issued on 23 February 2021. This Direction is consistent with the previous direction, however, provides additional clarity on the considerations Providers must factor into their decisions on the appropriateness of face-to-face Service delivery.

This Direction **may be revised** as Phase D (Post-Vaccination) of the National Plan is reached.

Consistent with current policy, where a Participant has mutual obligation requirements, Providers must continue to tailor these requirements to Participants' individual circumstances, including consideration of their health, family, and caring responsibilities. Where a Participant is unable to meet a mutual obligation requirement for a reason beyond their control, and the Participant advises this in advance (if reasonable), this would be a valid reason for non-participation. This includes where, due to COVID-19 related risks, they consider participation would affect their safety, or the safety of an immediate family member or member of household, or where they are unvaccinated, and vaccination is a requirement. Decisions should continue to be made on a case-by-case basis.

A return to face-to-face servicing (for areas coming out of lockdown) and the continuation of face-to-face servicing arrangements elsewhere is critical in assisting Participants to promptly secure employment as the economy recovers and businesses re-hire workers.

In determining the appropriateness of face-to-face Service delivery, the Department directs Providers to ensure that the following conditions are met:

- (1) **Face-to-face servicing is safe.** Providers **must** ensure that any face-to-face delivery is carried out in a safe manner; is appropriate for the relevant Participant, the Provider's staff and others from a work health and safety perspective, and is permitted by, and consistent with, State and Territory public health orders. In this regard, the Provider:
 - (a) **must** consult guidance and information published by Safe Work Australia and the relevant work health and safety regulator;
 - (b) **must** have a COVID-Safe plan, in accordance with the requirements specified by the relevant State and Territory government, in place for each of the Sites where face-to-face delivery will be provided;
 - (c) **must** ensure that face-to-face Services are delivered in accordance with the Provider's relevant COVID-Safe plan and the above guidance;

- (d) **must** ensure that each relevant Activity Host Organisation or Host Organisation has a COVID-Safe plan (or similar), in accordance with the requirements specified by the relevant State and Territory government, in place for each Activity which involves face-to-face participation prior to the Provider placing a Participant into that Activity;
 - (e) **must** proactively request, and record, each Participants' COVID-19 vaccination status; and
 - (f) **may** implement COVID vaccine-related restrictions relating to face-to-face servicing if the Provider considers it reasonable and necessary in their business circumstances, but **must** ensure that:
 - (i) local health advice is followed and the circumstances of individual Participants, including any exemptions, are considered; and
 - (ii) non face-to-face servicing remains available for all Participants who are unable to satisfy any vaccine-related restrictions or who decline to disclose information about their vaccination status.
- (2) **Face-to-face servicing is beneficial to the individual Participant.** In making this determination, Providers **must** consider and weigh the following:
- (a) the benefits to a Participant in receiving Services in person, including, but not limited to, whether a direct and personalised connection with the Provider will:
 - (i) improve the Participant's prospects for a successful (re)entry into the labour market;
 - (ii) help the Participant meet any mutual obligation requirements; or
 - (iii) provide the Participant with mental health benefits; and
 - (b) the level of risk to the Participant and other individuals, such as considering the Participant's vaccination status and local COVID-19 factors,
- and **must** record any determination(s) that face-to-face servicing is not beneficial to the individual Participant on an ongoing basis, and as required if circumstances change.
- (3) **It is reasonable in the circumstances to offer the Participant services in a face-to-face format.** During Phase C of the National Plan, circumstances where it is not reasonable to provide a Participant with Services face-to-face include where they:
- (a) genuinely consider that participation in face-to-face servicing would affect, or may potentially affect, their safety or that of an immediate family or household member,
 - (b) are unvaccinated, or decline to disclose their vaccination status, in a jurisdiction where health orders require vaccination for face-to-face servicing, or
 - (c) are unable to meet the minimum COVID-safe requirements set by the relevant State or Territory Government.

Where a Provider is not satisfied that all the above conditions are met, the Provider must arrange or use alternative suitable and safe means to deliver the relevant Services, including phone, video and/or online. For the avoidance of doubt, this is applicable to all Services (including Activities, other courses, or training) that were arranged on or before the date of this Direction.

This Direction incorporates the attached *Face-to-face Servicing Arrangements - Provider Factsheet* which provides further instruction on the factors Providers must take into account to determine whether face-to-face servicing is beneficial to Participants, reasonable in the circumstances and safe, and how Providers must record Participants' vaccination status. This Direction has precedence and should be referred to over other material, including the factsheet.

For more information on your local COVID-19 requirements, safe practices and workplace principles, please refer to www.australia.gov.au, www.safeworkaustralia.gov.au, and your relevant State or Territory health authority information.

Links to enforceable government health and emergency directions and COVID-Safe plans are available at: <https://www.safeworkaustralia.gov.au/covid-19-information-workplaces>.



Direction on Face-to-Face Service Delivery

This policy takes effect from 4 July 2022.

In determining the appropriateness of face-to-face Service delivery, the Department directs Providers to ensure that the following conditions are met:

1. **Face-to-face servicing is safe.** Providers must ensure that any face-to-face delivery is carried out in a safe manner; is appropriate for the relevant Participant, the Provider's staff and others from a work health and safety perspective; and is permitted by, and consistent with, State and Territory public health orders. In this regard, the Provider:
 - (a) must consult guidance and information published by Safe Work Australia and the relevant work health and safety regulator;
 - (b) must have a COVID-Safe plan, in accordance with the requirements specified by the relevant State and Territory government, in place for each of the Sites where face-to-face delivery will be provided;
 - (c) must ensure that face-to-face Services are delivered in accordance with the Provider's relevant COVID-Safe plan and the above guidance;
 - (d) must ensure that each relevant Activity Host Organisation or Host Organisation has a COVID-Safe plan (or similar), in accordance with the requirements specified by the relevant State and Territory government, in place for each Activity which involves face to-face participation prior to the Provider placing a Participant into that Activity; and
 - (e) may implement COVID vaccine-related restrictions relating to face-to-face servicing if the Provider considers it reasonable and necessary in their business circumstances, but must ensure that:
 - i. local health advice is followed and the circumstances of individual Participants, including any exemptions, are considered; and
 - ii. non face-to-face servicing remains available for all Participants who are unable to satisfy any vaccine-related restrictions or who decline to disclose information about their vaccination status.
2. **Face-to-face servicing is beneficial to the individual Participant.** In making this determination, Providers must consider and weigh the following:
 - (a) the benefits to a Participant in receiving Services in person, including, but not limited to, whether a direct and personalised connection with the Provider:
 - i. is a key element of the service design, as is the case for Workforce Australia Services which requires delivery of high quality, tailored and intensive case management;
 - ii. will improve the Participant's prospects for a successful (re)entry into the labour market and ability to find employment;
 - iii. will help the Participant meet any mutual obligation requirements; or
 - iv. will provide the Participant with mental health benefits; and
 - (b) the level of risk to the Participant and other individuals, such as considering the Participant's vaccination status and local COVID-19 factors,

and must record any determination(s) that face-to-face servicing is not beneficial to the individual Participant on an ongoing basis, and as required if circumstances change.

3. **It is reasonable in the circumstances to offer the Participant services in a face-to-face format.** Circumstances where it is not reasonable to provide a Participant with Services face-to-face include where they:
 - (a) genuinely consider that participation in face-to-face servicing would affect, or may potentially affect, their safety or that of an immediate family or household member,
 - (b) are unvaccinated, or decline to disclose their vaccination status, in a jurisdiction where health orders require vaccination for face-to-face servicing, or
 - (c) are unable to meet the minimum COVID-safe requirements set by the relevant State or Territory Government.

Where a Provider is not satisfied that all the above conditions are met, the Provider must arrange or use alternative suitable and safe means to deliver the relevant Services, including phone, video and/or online. For the avoidance of doubt, this is applicable to all Services (including Activities, other courses, or training) that were arranged on or before the date of this Direction.

Mutual Obligation Requirements

Consistent with policy and Guidelines, where a Participant has mutual obligation requirements, Providers must tailor these requirements to Participants' individual circumstances, including consideration of their health, family, and caring responsibilities.

If a Participant is unable to meet a mutual obligation requirement, Providers must assess if they have a valid reason. A valid reason may include where, due to COVID-19 related risks, they consider participation would unreasonably affect their safety, or the safety of an immediate family member or member of their household, or where they are unvaccinated, and vaccination is a requirement to participate. Decisions should continue to be made on a case-by-case basis.

Providers are also expected to determine the suitability of work for Participants, which should be done on a case-by-case basis and should consider COVID-19 factors, including declared vaccination status of a Participant. Work is considered to be unsuitable if the job would impact their health or that of an immediate family member or member of their household, or where they are unvaccinated, and vaccination is a requirement of the position.



21 September 2022

Direction on Face-to-Face Service Delivery

This Direction takes effect from **21 September 2022** and cancels and replaces the *Direction on Face-to-face Service Delivery* issued on 8 November 2021.

In determining the appropriateness of face-to-face Service delivery, the Department directs Providers to ensure that the following conditions are met:

1. **Face-to-face servicing is safe.** Providers must ensure that any face-to-face delivery is carried out in a safe manner; is appropriate for the relevant Participant, the Provider's staff and others from a work health and safety perspective; and is permitted by, and consistent with, State and Territory public health orders. In this regard, the Provider:
 - (a) must consult guidance and information published by Safe Work Australia and the relevant work health and safety regulator;
 - (b) must have a COVID-Safe plan, in accordance with the requirements specified by the relevant State and Territory government, in place for each of the Sites where face-to-face delivery will be provided;
 - (c) must ensure that face-to-face Services are delivered in accordance with the Provider's relevant COVID-Safe plan and the above guidance;
 - (d) must ensure that each relevant Activity Host Organisation or Host Organisation has a COVID-Safe plan (or similar), in accordance with the requirements specified by the relevant State and Territory government, in place for each Activity which involves face-to-face participation prior to the Provider placing a Participant into that Activity; and
 - (e) may implement COVID vaccine-related restrictions relating to face-to-face servicing if the Provider considers it reasonable and necessary in their business circumstances, but must ensure that:
 - i. local health advice is followed and the circumstances of individual Participants, including any exemptions, are considered; and
 - ii. non face-to-face servicing remains available for all Participants who are unable to satisfy any vaccine-related restrictions or who decline to disclose information about their vaccination status.
2. **Face-to-face servicing is beneficial to the individual Participant.** In making this determination, Providers must consider and weigh the following:
 - (a) the benefits to a Participant in receiving Services in person, including, but not limited to, whether a direct and personalised connection with the Provider:
 - i. is a key element of the service design, as is the case for Workforce Australia Services which requires delivery of high quality, tailored and intensive case management;
 - ii. will improve the Participant's prospects for a successful (re)entry into the labour market and ability to find employment;
 - iii. will help the Participant meet any mutual obligation requirements; or
 - iv. will provide the Participant with mental health benefits; and

(b) the level of risk to the Participant and other individuals, such as considering the Participant's vaccination status and local COVID-19 factors,

and must record any determination(s) that face-to-face servicing is not beneficial to the individual Participant on an ongoing basis, and as required if circumstances change.

3. **It is reasonable in the circumstances to offer the Participant services in a face-to-face format.** Circumstances where it is not reasonable to provide a Participant with Services face-to-face include where they:

- (a) genuinely consider that participation in face-to-face servicing would affect, or may potentially affect, their safety or that of an immediate family or household member,
- (b) are unvaccinated, or decline to disclose their vaccination status, in a jurisdiction where health orders require vaccination for face-to-face servicing, or
- (c) are unable to meet the minimum COVID-safe requirements set by the relevant State or Territory Government.

Where a Provider is not satisfied that all the above conditions are met, the Provider must arrange or use alternative suitable and safe means to deliver the relevant Services, , including phone, video and/or online. For the avoidance of doubt, this is applicable to all Services (including Activities, other courses, or training) that were arranged on or before the date of this Direction.

Mutual Obligation Requirements

Consistent with policy and Guidelines, where a Participant has mutual obligation requirements, Providers must tailor these requirements to Participants' individual circumstances, including consideration of their health, family, and caring responsibilities.

If a Participant is unable to meet a mutual obligation requirement, Providers must assess if they have a valid reason. A valid reason may include where, due to COVID-19 related risks, they consider participation would unreasonably affect their safety, or the safety of an immediate family member or member of their household, or where they are unvaccinated, and vaccination is a requirement to participate. Decisions should continue to be made on a case-by-case basis.

Providers are also expected to determine the suitability of work for Participants, which should be done on a case-by-case basis and should consider COVID-19 factors, including declared vaccination status of a Participant. Work is considered to be unsuitable if the job would impact their health or that of an immediate family member or member of their household, or where they are unvaccinated, and vaccination is a requirement of the position.



Return to face-to-face servicing

Participant factsheet

Changes to servicing

Since 9 March 2021, employment services have returned to a face-to-face format. This means that, if required by your provider, you should attend appointments, activities, other services and training in person.

Your provider may contact you to confirm if there is anything you need to do.

If you have a valid reason for not attending face-to-face services, such as a health or COVID-19 related issue, please contact your provider.

Face-to-face servicing

Providers must ensure the services they deliver onsite or at an activity you are participating in is safe and meets local health advice. They are also required to have a COVID-Safe plan at all times.

When attending face-to-face servicing, you must follow all COVID-19 related procedures set in place by your provider, host organisation or other organisation/venue.

We also recommend you follow safety instructions to protect yourself and others, such as:

- wearing a face mask or covering where required or where physical distancing is not possible
- maintaining physical distancing where possible
- downloading [the COVIDSafe app](#)
- washing or sanitising your hands prior to, during and after attending any appointment or activity.

If you are sick, have been to a recent COVID-19 hotspot or have been told to self-isolate by health authorities, you must not attend your appointment or activity in person. You should inform your provider that you cannot attend in person.

You should also visit the [Services Australia](#) website for information on exemptions from mutual obligation requirements and how to apply. If you are directly impacted or in an area impacted by COVID-19, please do not go to a service centre to seek an exemption.

Services Australia generally requires evidence of any medical or health conditions. If you are required to self-isolate, or care for someone required to self-isolate, Services Australia can grant an initial exemption of up to 14 days without evidence.

ParentsNext participants should contact their ParentsNext provider to apply for an exemption.

At any time, where face-to-face delivery is not permitted or otherwise restricted by the relevant state or territory government, your provider will still provide you with support via phone and online.

More information

If you would like more information about face-to-face servicing, contact your provider.

If you have any concerns about face-to-face servicing or a provider's COVID-Safe plan, contact the National Customer Service Line on 1800 805 260 or email nationalcustomerserviceline@dese.gov.au.

For up-to-date information on how your mutual obligation requirements may be impacted by COVID-19, please visit <https://jobsearch.gov.au/mor>.



Face-to-face Servicing Arrangements

Provider Factsheet

Introduction

In recognition that the National Plan to transition Australia's response to COVID-19 ('National Plan') is approaching Phase C (Vaccination Consolidation) across the country, on 8 November 2021, the Department of Education, Skills and Employment (the Department) issued updated direction to employment services Providers (the Direction). The Direction is temporary and **will be revised** when Phase D (Post-Vaccination) of the National Plan is reached.

A return to face-to-face servicing (for areas coming out of lockdown) and the continuation of face-to-face servicing arrangements elsewhere, is critical in assisting Participants to promptly secure employment as the economy recovers and businesses re-hire workers.

The Direction requires that, from 15 November 2021, in determining the appropriateness of face-to-face Service delivery, Providers must ensure that face-to-face Services are safe, beneficial to the individual Participant and reasonable in the circumstances. Amongst other things, Providers must also proactively request and record Participants' COVID-19 vaccination status.

This factsheet is an attachment to the Direction and provides instructions on how to comply with the Direction. If a conflict or inconsistency exists between this factsheet and the Direction, the Direction prevails.

As specified in the Direction, where any of the relevant conditions and qualifications are not met, Providers must arrange or use alternative suitable means of service delivery for Participants.

Face-to-Face Service Delivery

The Direction requires that, in determining the appropriateness of face-to-face Service delivery, Providers must ensure that the following conditions are met:

- face-to-face delivery of Services is safe, that is:
 - carried out in a safe manner, and
 - appropriate for the relevant Participant, the Provider's staff and any relevant other individuals from a work health and safety perspective, and
 - permitted by, and consistent with, State and Territory public health orders.
- face-to-face servicing is beneficial to the individual Participant, and
- it is reasonable in the circumstances to offer the relevant Participant face-to-face Services.

Ensuring face-to-face delivery is permitted by States/Territories and local health authority advice

Providers must ensure that face-to-face service delivery is permitted by, and consistent with, relevant State or Territory government orders. As restrictions differ across Australia, Providers should make themselves aware of which restrictions apply to their service sites and conduct face-to-face servicing accordingly. It is important that Providers also have processes in place to ensure servicing is consistent with any local health advice as it arises. Providers can contact their State or Territory public health agency through the following channels or liaise with their local Department contract management office. If in doubt, see the below as relevant:

- NSW: www.health.nsw.gov.au
- VIC: www.health.vic.gov.au
- QLD: www.health.qld.gov.au
- SA: www.sahealth.sa.gov.au
- WA: www.healthywa.wa.gov.au
- TAS: www.health.tas.gov.au
- NT: www.health.nt.gov.au
- ACT: www.health.act.gov.au

COVID-Safe plans and Face-to-Face Servicing

Providers must have (and must ensure that Host Organisations have) in place a COVID-Safe plan for each site or location where face-to-face servicing is provided, which is created in accordance with the requirements specified by the relevant State or Territory health authority.

These plans must identify the procedures that Providers have in place or will implement to ensure that Participants (and for ParentsNext Participants, their child/ren) can be serviced safely. Such measures may include, but are not limited to:

- the conducting of risk assessments
- the modification of office layouts
- encourage the use of face masks and providing free face masks
- physical distancing
- limiting the number of people on their premises
- use of 'marshals' to manage the number of people
- maintain a register of attendance on site
- developing new service delivery procedures or contingency plans, and
- vaccination restrictions or requirements, where considered reasonable and necessary in the Provider's business circumstances.

Providers should:

- make themselves aware of vulnerable cohorts within their caseload such as those who are immunocompromised, and

- ensure that individuals who have COVID-19-like symptoms or have been advised by health authorities to self-isolate do not attend Appointments or Activities face-to-face. If a Participant breaches any of these requirements, the Provider must advise the Department as soon as possible.

In these circumstances, alternative suitable means of service delivery must be used.

Providers must ensure that Services are delivered in line with their COVID-Safe plans and that their COVID-Safe plans incorporate different and emerging circumstances at particular Sites, and in each employment region, state, or other relevant geographical region.

While all Activities are required under the Deed to be safe and suitable for Participants, Providers must also ensure that each relevant Activity Host Organisation or Host Organisation has a COVID-Safe plan, in accordance with the requirements specified by the relevant State and Territory government, in place for each Activity which involves face-to-face participation prior to the Provider placing a Participant into that Activity.

Safe environments

Providers should consult the guidance and information published by Safe Work Australia and the relevant work health and safety regulator to determine if they have established a safe environment for their staff and for Participants.

When is Face-to-face Servicing Beneficial to a Participant?

To determine whether face-to-face servicing is beneficial to a Participant, Providers must firstly consider the benefits of receiving Services in person, including, but not limited to, whether a direct and personalised connection with Provider staff will:

- improve the Participant's prospects for a successful (re)entry into the labour market;
- help the Participant meet any mutual obligation requirements, or assist a Provider determine the Participant's ongoing capacity to comply with any mutual obligation requirements;
- provide the Participant with any mental health benefits, noting that challenges for Participants who have been out of work and potentially socially isolated in lockdowns for an extended time. In such circumstances, Participants (re)engaging and connecting with their Provider face-to-face, where safe to do so, have an opportunity to connect and may be more inclined to talk about the support they need;
- establish rapport with the Participant, particularly in early interviews or other initial meetings, including where the Participant is engaging with the employment services system for the first time; or

- provide benefits associated with in-person group dynamic, including through the establishment of peer support networks, particularly for Participants in Career Transition Assistance (CTA) and Employability Skills Training (EST) courses.

Providers must weigh the benefits of Participants receiving face-to-face Services against the level of risk to Participants and other individuals, including the Provider's staff. This must include consideration of:

- the Participant's COVID-19 vaccination status (see below for information on collection of this information) and the Provider's staff COVID-19 vaccination status (noting any applicable mandates on workers that have been set by State or Territory governments);
- the Participant's transportation arrangements and methods, noting different modes of transport may pose different risks of COVID-19 exposure;
- the Provider's site occupancy levels, noting local health advice or restrictions that may apply; and
- local COVID-19 factors such as positive case numbers and the level of transmission in the areas in which Participants and Provider staff reside, and in which Provider Sites and any relevant Activities are located.

The Department expects that Providers have in place measures that could be used to lessen the risk posed to Participants, Provider staff or other relevant individuals where face-to-face servicing is being delivered (such as social distancing, sanitising and mask-wearing) and to have such measures included in their COVID-safe plans. Providers must ensure that Activity Host Organisations or other organisations hosting face-to-face Services also have appropriate measures in place and that these measures are documented in their COVID-safe plans.



Case Study 1

Gerald

Participant with disability

***Note:** the following situation is an example only in applying the Direction and may not be universally applicable. Providers must have regard to individual circumstances and relevant State and Territory health advice.*

Gerald is a Participant with disability on Provider A's caseload. Provider A delivers Services in a jurisdiction which mandates that staff who deliver services in a face-to-face setting for people with disability have at least one dose of a COVID-19 vaccination.

How should Provider A deliver Services to Gerald, and other Participants with disability?

Course of action:

Provider A must determine that face-to-face servicing would be beneficial for Gerald, that it is reasonable in Gerald's circumstances to offer services to him in a face-to-face format, and that face-to-face delivery of Services is safe for Gerald.

In assessing whether it is beneficial and reasonable for Gerald to receive Services in a face-to-face format as opposed to a non-face-to-face format, Provider A should consider a range of factors, in particular:

- Gerald's capability to be serviced in a non-face-to-face format, such as online, and the other factors relating to benefits of face-to-face servicing noted above
- Gerald's relevant safety concerns (if any) and vaccination status – see further under "Participant Concerns and Minimum Requirements" below
- the relative risk of COVID-19 in the area in which Gerald receives services and the other factors relating to safety noted above.

In relation to ensuring that face-to-face servicing is safe, Provider A must ensure that its Service delivery is consistent with the relevant State and Territory Government health advice/order i.e. that the staff who will deliver Services for Gerald, and other Participants on their caseload with disability, have had at least one dose of a COVID-19 vaccination as per local health advice. If Provider A cannot source sufficient staff with at least one dose of a COVID-19 vaccination, Gerald must be provided Services in a non-face-to-face format.

Please note, the circumstances in this example will equally apply where there is a local mandatory vaccination requirement to deliver face-to-face services for a particular cohort, or the broader community.

Recording of Participants' Face-to-face Arrangements

By default, the Department will consider that all Providers have assessed face-to-face servicing as benefiting to each Participant. By exception, where a Provider assesses that face-to-face is not beneficial to an individual Participant, considering the factors outlined in the Direction and above, they must keep a record of this determination.

jobactive, New Employment Services Trial (NEST) and ParentsNext Providers must use the Job Seeker/Participant Tag functionality in ESSWeb, which will be available from 11 November 2021, to record this determination. All other Providers with ESSWeb access must record this determination via the Job Seeker Comments page. If a Provider does not have ESSWeb access, they must record this in other formats such as file notes.

For jobactive, NEST and ParentsNext Providers, the Department has created the 'Face-to-face servicing' Job Seeker/Participant Tag category to track this information, with the following sub-category:

- Face-to-face servicing not beneficial to Participant

The Job Seeker/Participant Tag functionality can be found under the Participant's Job Seeker Personal Summary screen (Dashboard > Job Seeker Personal Summary > Job Seeker/Participant Tags). To enter a Job Seeker/Participant Tag, the Provider should click 'Manage Tags' and insert the relevant Tag Category and Tag. From this screen, the provider is also able to and should ensure to remove any pre-existing tag by clicking 'End Tag' in the 'History of Job Seeker/Participant Tags' table.

Participant Concerns and Minimum Requirements

Providers must also consider the Participant's circumstances and safety concerns in assessing whether offering face-to-face servicing is reasonable in the circumstances.

In assessing this, Providers must have regard to a range of factors including whether the Participant:

- (a) genuinely considers that participation in face-to-face servicing would affect their safety or the safety of an immediate family or household member,
- (b) is unvaccinated from COVID-19, or declines to disclose their vaccination status or are unable or unwilling to present proof of vaccination, in a jurisdiction where health orders require vaccination for face-to-face servicing, or
- (c) is unable to meet the minimum COVID-safe requirements set by the relevant State or Territory Government. This includes circumstances where Participants are unable to meet vaccination-related requirements or where a Participant is undertaking or awaiting a COVID-19 test, is required to self-isolate, or is required to quarantine.

Providers should note that the reasonableness of a Participant's ability to be serviced in a face-to-face format may change over time (including as the National Plan moves to Phase D) and may differ depending on the specific Service being offered.



Case Study 2

Annette

Fully vaccinated mature age Participant

***Note:** the following situation is an example only in applying the Direction and may not be universally applicable. Providers must have regard to individual circumstances and relevant State and Territory health advice.*

Annette, a mature age Participant who is fully vaccinated for COVID-19, is participating in a Work for the Dole (WfD) Activity serving customers and sorting stock with a charitable enterprise. Provider B has identified that Annette is benefiting and will continue to benefit from undertaking the WfD Activity in person. They are in an area with no known current COVID-19 transmission. However, Annette is increasingly worried about COVID-19 rates increasing and her potential exposure as restrictions loosen and borders re-open.

How should Provider B engage with Annette?

Course of action:

Provider B should work with Annette to identify and alleviate her concerns in the first instance by assuring her that the Host Organisation has COVID-safe measures in place (such as wearing of face masks, sanitiser and social distancing) and remind Annette of the benefits of undertaking the WfD Activity.

If Annette has ongoing concerns, Provider B should work with the Host Organisation to identify if Annette's activity could be adjusted to address her concerns, for example by removing customer contact from her role.

If, having worked with the Host Organisation and the Participant on making suitable adjustments, Annette continues to have concerns in undertaking this WfD Activity in-person, Provider B should make reasonable efforts to source an alternative Activity so she is able to meet her requirements and improve her employment prospects.

Collection and Disclosure of Participants' COVID-19 Vaccination Status

Consistent with the Direction, Providers must proactively request from Participants details of their COVID-19 vaccination status. This includes seeking updates from Participants on their status where they had previously indicated they had not achieved a fully vaccinated status, as defined below. However, Providers must not coerce or seek to persuade Participants to disclose their COVID-19 vaccination status.

Providers must make clear to Participants at the time of the collection that providing COVID-19 vaccination status information is not mandatory and must advise them of the purposes of the collection of their information, including for the purpose of:

- setting the Participant's mutual obligation requirements, including to enable decisions to be made about the contents of Jobs Plans, such as whether the Participant should be required to attend face-to-face interviews, and the setting of suitable Activity requirements where the Participant's vaccination status is relevant;
- screening the Participant for referral to job vacancies and or Activities based on the employer's or Host Organisation's requirements regarding vaccination, and of informing the employer or Host Organisation of whether those requirements are met at the time of referral; and
- informing the Department about the Participant's vaccination status and its relevance to the Participant's mutual obligation requirements, including whether any requirements can appropriately be undertaken face-to-face.

After requesting the Participant's vaccination status, Providers must keep a record of a Participant's response to the request to COVID-19 vaccination status. If a Participant advises that they have been vaccinated or are medically exempt, Providers are only required to sight the evidence and are not required to retain proof of their vaccination status or any supporting documentation. Vaccination status must be collected and handled in accordance with the Australian Privacy Principles, the relevant Deed, and the Privacy Guideline.

jobactive, NEST and ParentsNext providers must use the Job Seeker/Participant Tag functionality in ESSWeb, which will be available from 11 November 2021, to record COVID-19 vaccination information. The Department has created the 'Vaccination Status' tag category to collect Participants' vaccination status, with the following sub-categories:

- **Fully Vaccinated** – This sub-category is for Participants who have had 2 or more doses
- **Partially Vaccinated** – This sub-category is for Participants who have had 1 dose only and are not medically exempt from receiving a second dose.
- **Un-vaccinated** – This sub-category is for Participants who have had no doses.
- **Medically exempt** – This sub-category is for Participants with proof of a medical exemption who have had no doses or have had 1 dose and are unable to have a second.
- **Declines to disclose, or unable to present proof** — This sub-category is for Participants who decline to disclose or are unable or unwilling to present proof of their COVID-19 vaccination status.

All other Providers with ESSWeb access must record Participant vaccine statuses via the Job Seeker Comments page. If a Provider does not have ESSWeb access, they must record this in other formats such as file notes.

Can Providers Impose Vaccination Requirements for Participants to Attend their Sites?

Providers are permitted to set vaccination requirements for face-to-face service delivery where considered reasonable and necessary in their business circumstances, ensuring that local health advice is followed and the circumstances of individual Participants, including any exemptions, are considered. Where a Provider deems it reasonable and necessary in their business circumstances to stipulate a vaccine-related requirement to attend face-to-face Services, the Provider must not act in a way that disadvantages a Participant because of their vaccination status. For example:

- Providers must ensure that if a Participant does not meet a vaccination requirement, that they are offered engagement through a non-face-to-face format.
- Providers must not penalise Participants (e.g. through the Targeted Compliance Framework) for not attending a face-to-face appointment or activity because they do not meet vaccination requirements set by the Provider and are unable to engage through a non-face-to-face format (such as where technology restricts this), or because they decline to disclose information or are unable or unwilling to provide proof about their vaccination status.

Providers should seek their own advice in relation to imposing any vaccination requirements relevant to their organisation.

Can CTA/EST/Employment Preparation Activity (EPA) Providers deliver online or hybrid courses?

To maximise flexibility and support the health and safety of Participants and Provider staff, while this Direction is in operation, CTA, EST and EPA Providers are permitted to deliver online or hybrid (that is, a mix of online and face-to-face) courses without seeking written Departmental approval.

Providing Support to Participants with Mutual Obligations

Providers should continue to tailor mutual obligation requirements to individual circumstances, offer suitable and safe alternatives to face-to-face Activities and Appointments where appropriate and update individual Job Plans and Participation Plans where required.

Reflecting the Australian Government's position that vaccination against COVID-19 is voluntary, Providers should record a person as having a Valid Reason for leaving or refusing work, or not attending face-to-face Activities or Appointments, if receiving the COVID-19 vaccination is necessary to meet the requirement or undertake the particular job and the Participant is not vaccinated. This includes where vaccination is a requirement under applicable jurisdictional health orders.

In addition, Participants should be recorded as having a Valid Reason for leaving or refusing work, or not attending face-to-face Activities or Appointments, in situations where they consider their participation would affect their safety or the safety of a member of their immediate family or household.

Providers must assess whether a Participant's Valid Reason is genuine, on a case by case basis, based on their knowledge of the Participant's individual circumstances, as well as any evidence available - including on the Participant's vaccination status. See also the material under "Participant Concerns and Minimum Requirements" above.

Non-compliance reports for not meeting mutual obligation requirements or refusing work due to vaccination-related reasons, or due to COVID-19 concerns, should only be submitted to Services Australia in circumstances where it is established that a Participant has falsely claimed to be not vaccinated or does not have a genuine concern that face-to-face participation would affect their own or their family's safety to avoid a job or activity. Where the Participant continues to provide the same Valid Reason, Providers should adjust requirements to ensure the Participant is engaged and actively looking for suitable work.

Special circumstances exemptions continue to be available for Participants who require them – including those directly impacted by COVID-19 (such as, those living in an area with lockdown restrictions, self-isolating or caring for someone who needs to self-isolate). Providers must advise Participants that they should contact Services Australia (or their ParentsNext provider for Participants in that program) to apply for these exemptions where they are unable to meet requirements for a reason beyond their control. As always, utilising special circumstances exemptions will exempt Participants from all mutual obligation requirements and not just face-to-face servicing.

Participant Referral to Third Parties

In situations where a Provider is referring a Participant to a face-to-face Activity delivered by third party or to an employer for a job opportunity, the Provider must ensure that the relevant third party's policy on vaccination requirements for the Activity or employment is consistent with the Participant's vaccination status.

For example, before referring a Participant to an Activity or to an Employer for a job opportunity that requires a particular vaccination status, Providers must screen Participants to ensure their vaccination status will not prevent them from participating.



Case Study 3

Liam

Declines to identify his vaccination status

Note: the following situation is an example only in applying the Direction and may not be universally applicable. Providers must have regard to individual circumstances and relevant State and Territory health advice.

Situation:

Liam is a Participant on Provider C's caseload. Provider C has asked Liam for his vaccination status, explaining the reasons why this information is being collected. Provider C has identified a job opportunity for Liam where the employer requires the employee to have had two doses of COVID-19 vaccination. Liam declines to disclose his vaccination status to Provider C.

What should Provider C do?

Course of action:

Where a job opportunity has a vaccination requirement, Provider C should consider only referring candidates confirmed as having met the employer's vacancy requirements.

Provider C may seek Liam's express consent to collect their vaccination status for the purpose of referring them to the job opportunity. Alternatively, Provider C may indicate to Liam that the opportunity has arisen but that it involves a requirement of two doses of COVID-19 vaccination and, without requiring Liam to disclose his vaccination status to Provider C, encourage Liam to apply if he meets the criteria. Provider C staff should not refer Liam if they are not sure of his vaccination status.

If circumstances do not allow the job opportunity to be taken up, Providers should identify alternative job opportunities for Liam.

More Information

For more information on your local COVID-19 advice, safe practices and workplace principles, please visit www.australia.gov.au, www.safeworkaustralia.gov.au, and your relevant State or Territory health authority information.

Links to enforceable government health and emergency directions and COVID-Safe plans are available from Safe Work Australia at <https://www.safeworkaustralia.gov.au/covid-19-information-workplaces>.

Please contact your Account Manager for all other queries.



Face-to-face Servicing for Participants with Employment and Related Services Providers

Participant factsheet

As more Australians are vaccinated, how we manage and respond to COVID-19 is changing. This includes how you may receive employment and related services as States and Territories transition through phases and vaccination targets set out in the National Plan to Transition Australia's response to COVID-19. You can expect further changes about how you receive employment services or support from your ParentsNext provider when States and Territories reach their respective targets.

Until otherwise advised, your participation in employment services will continue to be face-to-face where your provider considers it is safe and reasonable, beneficial to you, and meets local health advice. This means that you will continue to be required to attend some or all of your appointments, activities, other services and training in person.

Your provider will contact you to discuss the service offering available to you - including face-to-face, phone, video calls or online – to assist you in meeting any mutual obligation requirements and to tailor any activities and job search requirements to your needs. If you have any concerns or your circumstances have changed you should contact your provider.

This fact sheet covers what to expect when receiving face-to-face services and provide information about why your provider will request COVID-19 vaccination information from you.

If you feel that you have a valid reason for not attending face-to-face services, such as a health or COVID-19 related issue, please advise your provider prior to that appointment or activity. Providers are required to find you an alternative and suitable service if you have a valid reason.

Face-to-face servicing

Providers must ensure the services they deliver onsite, or the activity you are participating in, is safe and reasonable, beneficial to you and meets local health advice.

Job seekers with a Provider will be asked about their vaccination status (and may be asked to show proof) to inform decisions about face-to-face servicing, their Job Plan and possible referrals to employers. ParentsNext participants will also be asked by their Provider about their vaccination status to make any required changes to their Participation Plan. You are not required to provide this information, but it will assist your Provider to tailor services to your current circumstances. If you choose to provide your vaccination information, it is protected by law, including under the *Privacy Act 1988* (Cth).

Providers are required to have a COVID-Safe plan in place. When attending face-to-face servicing, you must follow all COVID-19 related procedures set in place by your provider, host organisation or other organisation/venue.

You must also follow safety instructions to protect yourself and others, such as:

- wearing a face mask or covering where required or where physical distancing is not possible
- maintaining physical distancing where possible
- downloading [the COVID-Safe app](#), and your relevant State or Territory check-in app
- washing or sanitising your hands prior to, during and after attending any appointment or activity.

If you are sick, have been to a recent COVID-19 hotspot or have been told to self-isolate by health authorities, you must not attend your appointment or activity in person. You should inform your provider that you cannot attend in person as soon as possible. You should also visit the [Services Australia](#) website for information on exemptions from mutual obligation requirements and how to apply. If you are directly impacted or in an area impacted by COVID-19, please do not go to a service centre in person to seek an exemption.

Services Australia generally requires evidence of any medical or health conditions. If you are required to self-isolate, or care for someone required to self-isolate, Services Australia can grant jobactive participants an initial exemption of up to 14 days without evidence. ParentsNext participants should contact their ParentsNext provider to apply for an exemption.

At any time, where face-to-face delivery is not permitted or otherwise restricted by the relevant state or territory government, your provider will still provide you with support via phone and online.

COVID-19 Vaccination

The Australian Government encourages individuals to get vaccinated to ensure the safety and health of themselves and those around them.

Some State and Territory governments have issued health orders requiring proof of vaccination, including before working in certain workplaces. Having a COVID-19 vaccination may be required before participating in certain face-to-face activities or obtaining a job in certain workplaces. Providers may also have their own vaccination requirements before they can offer face-to-face servicing to you.

Services Australia's [website](#) provide guidance on the best way to get proof of your vaccination.

If you have a medical exemption from having a COVID-19 vaccine, you should advise your provider as soon as possible and you may be required to show proof. You should contact your State or Territory health agency to find out if you are eligible and how to apply for an exemption.

More information

If you would like more information about face-to-face servicing, contact your provider. If you have any concerns about face-to-face servicing or a provider's COVID-Safe plan, contact the National Customer Service Line on 1800 805 260 or email nationalcustomerserviceline@dese.gov.au.

For up-to-date information on how your mutual obligation requirements may be impacted by COVID-19, job seekers can visit <https://jobsearch.gov.au/mor>.



Face-to-face servicing arrangements

Provider factsheet

This factsheet outlines how to comply with the Department of Employment and Workplace Relations (the department's) Direction on face-to-face Service Delivery¹ (the Direction). If a conflict or inconsistency exists between this factsheet and the Direction, the Direction should be followed.

As specified in the Direction, where any of the conditions and qualifications for face-to-face servicing are not met, providers must arrange or use alternative suitable means of service delivery for participants.

Face-to-face service delivery

When determining the appropriateness of face-to-face service delivery, providers must make sure that face-to-face service delivery is:

- carried out in a safe manner
- appropriate for the relevant participant, the provider's staff and any other relevant individuals
- permitted by, and consistent with, state and territory public health orders
- beneficial to the individual participant, and
- reasonable considering the circumstances of the participant. This includes consideration of the time it would take the participant to attend a face-to-face appointment by their usual mode of transportation.

Where a provider is not satisfied that all the above conditions are met, they must arrange or use alternative suitable and safe service delivery options. This may include meeting over the phone, via video or online.

¹ ParentsNext, Time to Work, Harvest Trail Services and Harvest Trail Information Service providers should note that this updated factsheet reflects the updated Direction, in particular the removal of the requirement for Providers to obtain their Participants' vaccination statuses.

State, territory and local health authority advice

Providers should be aware of whether any state, territory or local restrictions apply to their service sites and conduct face-to-face servicing accordingly. If in doubt, see the below as relevant:

- NSW: www.health.nsw.gov.au
- VIC: www.health.vic.gov.au
- QLD: www.health.qld.gov.au
- SA: www.sahealth.sa.gov.au
- WA: www.healthywa.wa.gov.au
- TAS: www.health.tas.gov.au
- NT: www.health.nt.gov.au
- ACT: www.health.act.gov.au

Safe environments

Providers must follow the guidance published by Safe Work Australia and the relevant work health and safety regulator to determine if they've established a safe environment for their staff and participants.

COVID-safe plans

Providers must have a COVID-safe plan in place for each site or location where face-to-face servicing is provided. These plans must meet the requirements of the relevant state or territory health authority.

Before placing a participant into an Activity² that involves face-to-face participation, providers must make sure that the Host Organisation has a COVID-safe plan in place that meets the requirements of the relevant state or territory health authority. COVID-safe plans must include procedures to make sure participants (and for ParentsNext participants, their child/ren) can be serviced safely.

Determining if face-to-face servicing benefits the participant

Providers must consider the benefits of receiving services in person as per the Direction. This includes, but is not limited to, whether a direct and personalised connection with provider staff builds rapport with the participant, particularly in early interviews or other initial meetings (for example, where the participant is engaging with the employment services system for the first time).

Providers must weigh the benefits of participants receiving face-to-face services against the level of risk to participants and others, including the provider's staff, including (but not limited to):

- the [COVID-19 vaccination status](#) of participants and the provider's staff, noting any applicable state or territory mandates on workers or particular industries
- the participant's transportation arrangements and methods, noting different modes of transport may pose different risks of COVID-19 exposure
- the provider's site occupancy levels, noting local health advice or restrictions that may apply

² Excluding Career Transition Assistance and Employability Skills Training.

- local COVID-19 factors such as positive case numbers and the level of transmission in the areas that:
 - participants and provider staff reside
 - provider sites and relevant activities are located.
- whether appropriate alternative activities or modes of engagement are available that do not require face to face delivery
- participants' individual circumstances, including people who are particularly vulnerable (for example, those who are immunocompromised) with the requirement to tailor servicing and requirements based on individuals' needs.

Providers should also weigh the benefits associated with in-person group dynamic, including through peer support networks, particularly for participants in Career Transition Assistance and Employability Skills Training courses.

Recording participant face-to-face arrangements

Where a provider assesses that face-to-face is not safe, reasonable, and beneficial to an individual participant, considering the factors outlined in the Direction and above, they should record this decision in:

- the Comments section on the Participant Summary in *Workforce Australia Online for Providers*
- the Client notes within the caseload screen (15 characters) in *ESS Web* (note: ParentsNext providers can continue to use the Job Seeker/Participant Tag functionality).

If a provider or staff member doesn't have access to *ESS Web* or *Workforce Australia Online for Providers*, they should record the decision to provide alternative servicing in other formats such as file notes.

Participant concerns

Providers must consider a range of factors in assessing whether face-to-face servicing is not required, including whether the participant:

- genuinely believes that face-to-face servicing would affect their safety or the safety of an immediate family or household member
- is unable to meet the minimum COVID-safe requirements set by the relevant state or territory government or venue.

Requesting COVID-19 vaccination status information

Providers may request a participant's COVID-19 vaccination status where it is relevant to the servicing of the participant. However, providers cannot compel and must not coerce participants to disclose their vaccination status.

Before requesting a participant's vaccination status, providers must communicate that it is **not mandatory** to provide this information.

If requesting vaccination status information, providers must also explain why it is being requested. For example, it may be necessary to:

- set mutual obligation requirements including whether the participant needs to attend face-to-face interviews
- assess the suitability of activity requirements where the participant's vaccination status is relevant
- refer to suitable job vacancies or activities based on vaccination requirements, and inform the employer or Host Organisation of whether those requirements are met at the time of referral.

Recording COVID-19 vaccination status information

If a participant informs the provider of their vaccination status, providers **can** keep a record of the participant's response to the request in:

- the Comments section on the Participant Summary in *Workforce Australia Online for Providers*
- the Client notes within the caseload screen (15 characters) in *ESS Web* (note: ParentsNext providers can continue to use the Vaccination Tag functionality).

Providers **do not** need to retain proof of their vaccination status or any supporting documentation.

Where a participant's vaccination status information has been collected, it must be handled in accordance with the [Australian Privacy Principles](#), the relevant Deed and the Privacy Guideline.

Ensuring participants are not disadvantaged

Where a provider deems it reasonable and necessary in their business circumstances to implement a vaccine-related requirement to attend face-to-face services, the participant must not be disadvantaged because of their vaccination status.

Participants shouldn't be penalised (e.g., through the Targeted Compliance Framework) for not attending a face-to-face appointment or activity because they either:

- don't meet vaccination requirements set by the provider
- are unable to engage through a non-face-to-face format (such as where technology restricts this)
- decline to disclose information, and/or

- are unable or unwilling to provide proof of their vaccination status.

Supporting participants with mutual obligations

Providers should continue to tailor mutual obligation requirements to individual circumstances and offer suitable and safe alternatives to face-to-face activities and appointments where appropriate.

Valid reasons for not meeting requirements

If an activity, appointment or job opportunity requires participants to be vaccinated and an unvaccinated participant refuses to work or attend due to this requirement, it should be recorded as a valid reason on a case-by-case basis. This includes where vaccination is required under applicable jurisdictional health orders.

Participants should also be recorded as having a valid reason for leaving or refusing work, or not attending face-to-face activities or appointments, if they believe their participation would affect their safety or the safety of a member of their immediate family or household.

Providers should adjust requirements if appropriate to make sure participants are engaged and actively looking for suitable work.

Exemptions

Exemptions from mutual obligation requirements continue to be available for participants who are unable to meet their requirements, including those directly impacted by COVID-19.

Services Australia will generally require evidence to grant an exemption (e.g., a medical certificate from a medical practitioner for a temporary incapacity exemption).

However, Services Australia can grant exemptions for up to 14 days **without medical evidence** for participants who are either:

- advised to self-isolate
- caring for someone who needs to self-isolate.

Providers (except ParentsNext providers) must advise participants to contact Services Australia to apply for exemptions if they're unable to meet requirements for a reason beyond their control. If participants are unwell they should be advised to do so by phone rather than attending Services Australia sites in person.

Referring participants to third parties

Providers should only refer a participant to a job opportunity or face-to-face activity delivered by a third party, if the participant's vaccination status meets the requirements of the relevant employer or third party's vaccination policy. Providers must screen participants to ensure their vaccination status will not prevent them from participating.

Delivering Career Transition Assistance and Employability Skills Training courses

While the Direction is in operation, Career Transition Assistance and Employability Skills Training providers can use it as the basis for requests to deliver online or hybrid (a mix of online and face-to-face) courses. Providers must seek approval from the department by submitting either the [Career Transition Assistance](#) or [Employability Skills Training](#) Online Delivery Request Form to the department to demonstrate how participants will be appropriately serviced.

Employability Skills Training and Career Transition Assistance providers must still consider the circumstances and capabilities of each participant, including their access to, and capability with, technology. Providers should discuss any alternative service delivery arrangements with participants before the course commences to ensure they are beneficial and appropriate to the individual and would not lead to participants incurring any costs.

The overall experience and benefits of Employability Skills Training and Career Transition Assistance should not be impacted because a participant is completing some, or all of the course online. This includes participants benefiting from a positive peer group dynamic.

More information

For more information on your local COVID-19 advice, safe practices and workplace principles, see:

- www.australia.gov.au
- www.safeworkaustralia.gov.au
- your relevant state or territory health authority information.

Read about the Australian Privacy Principles at www.oaic.gov.au/privacy/australian-privacy-principles.

Contact your Account Manager or Provider Lead for all other queries.