

# MEMORANDUM OF AGREEMENT

## [Grant]

THIS AGREEMENT is made

### BETWEEN

The STATE OF QUEENSLAND acting through the Department of Employment and Industrial Relations ABN: 52 293 849 579 [hereinafter called "the State of Queensland"]

AND the ORGANISATION DETAILED AS GRANTEE IN SCHEDULE 1 [hereinafter called "the Grantee"]

### WHEREAS

- A. The State of Queensland administers the *Skilling Queenslanders for Work* Productivity Places Program [hereinafter called "the Program"]. The Program, a core element of the Australian Government's *Skilling Australia for the Future* policy, aims to address higher level skill shortages, increase workforce participation and productivity and is being jointly delivered in Queensland by the Department of Employment and Industrial Relations and the Department of Education, Training and the Arts. The *Skilling Queenslanders for Work* Productivity Places Program will offer training places targeted at job seekers only.
- B. The Grantee has applied to the State of Queensland for a grant to undertake the Project detailed in **SCHEDULE 1** [hereinafter called "the Project"].
- C. The State of Queensland has determined to grant to the Grantee the sum of funds detailed in **SCHEDULE 2** [hereinafter called "the Grant"] on the basis of the Grantee's Application to undertake the Project submitted to the State of Queensland on the date detailed in **SCHEDULE 1** [hereinafter called "the Proposal"].
- D. The parties desire to record the terms of their agreement.

This Memorandum of Agreement shall comprise:

- a) this Agreement
- b) the General Conditions of Contract (Part A)
- c) Specific Conditions of Contract (Parts B,C,D,E, F, G, & H); and
- d) Schedules 1,2 & 3 (and documents incorporated by reference)

# PART A – General Conditions of Contract

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## THE PARTIES AGREE TO THE FOLLOWING CONTRACT TERMS:

### 1. TERM OF THIS AGREEMENT

- 1.1. The term of this Agreement is specified in **SCHEDULE 1** unless terminated earlier in accordance with this Agreement.
- 1.2. The State of Queensland reserves the right to extend this Agreement for a further period of up to three [3] years at its sole discretion based on the performance of the Grantee.

### 2. DELIVERY OF THE PROJECT

- 2.1. The Grantee agrees to deliver the Project strictly in accordance with the *Skilling Queenslanders for Work* Guidelines for Funding, this Agreement and the Proposal.
- 2.2. The Grantee will commence the Project by the Commencement Date and complete the Project by the Completion Date detailed in **SCHEDULE 1**.
- 2.3. The Grantee must not make any changes to the delivery of the Project without first consulting with and obtaining prior written approval of the State of Queensland.
- 2.4. In addition, the Grantee will maintain:
  - a) Award or Certified Agreement conditions for existing staff.
  - b) Existing workforce levels as at the time this Agreement is signed.
  - c) A co-operative industrial relations environment which may be evidenced by a Certified Agreement.

- 2.5. The Grantee must meet the eligibility criteria detailed in **Part B - Specific conditions relating to grantee eligibility**.

- 2.6. The Grantee must recruit participants for the Project in accordance with the participant eligibility criteria detailed in **Part C - Specific conditions relating to participant eligibility**. Recruitment of participants is at the discretion of the Grantee.

### 3. RESPONSIBILITY TO PARTICIPANTS

- 3.1. The Grantee will use its best endeavours to recruit or assist the number of participants for the Project as detailed in **SCHEDULE 1**, and to achieve the minimum number of job outcomes detailed in the Proposal.
- 3.2. If the Project involves one intake of participants, the Grantee will also use its best endeavours to refill a place where a participant has withdrawn, provided that a replacement participant will not be disadvantaged and will be able to catch up on missed Project content.
- 3.3. If the Grantee is unable to recruit or assist the number of participants detailed in **SCHEDULE 1**, the Grantee must consult with and obtain written approval of the State of Queensland prior to proceeding with the Project.

### 4. PAYMENT

- 4.1. Subject to this Agreement and sufficient funds being available for the Program, the State of Queensland will pay the Grant to the Grantee on the payment basis as detailed in **SCHEDULE 2**.
- 4.2. The State of Queensland's obligation to pay the amount specified in **SCHEDULE 2** is subject to compliance by the Grantee with its obligations under this Agreement.
- 4.3. The State of Queensland may withhold payment where there is doubt as to the Grantee's compliance with this Agreement or entitlement to payment.
- 4.4. The State of Queensland will also reduce the Grant, for each participant that withdraws from the Project and is not replaced, by the average participant cost as detailed in **SCHEDULE 2** for the period that a place was unfilled.
- 4.5. The State of Queensland may, without limitation, offset any amount payable to the Grantee or debt owed to the Grantee pursuant to this Agreement against any other debts by or monies payable to the Grantee under this or another Agreement between the parties.

4.6. Any payment made by the State of Queensland shall not be construed as an acknowledgement that the Grantee has discharged its obligations under this Agreement.

## 5. MONITORING AND REPORTING REQUIREMENTS

5.1. The State of Queensland will monitor the Project against the conditions specified in this Agreement. Project monitoring will include physical visits and telephone contact during the delivery of the Project.

5.2. The Grantee must furnish the State of Queensland with reports specified in **SCHEDULE 3**.

5.3. The Grantee must provide any further report, clarification, or information requested by the State of Queensland.

5.4. The Grantee must comply with the obligations specified in **SCHEDULE 3**.

5.5. The Grantee must comply with any further requests by the State of Queensland in relation to completion or provision of forms or notices.

5.6. The Grantee must comply with the AVETMISS requirements specified in **Part F – Specific conditions for the provision of accredited training**.

## 6. MANAGEMENT OF GRANT FUNDS

6.1. The Grantee must only spend the funds:

- a) for the purposes of the Proposal
- b) in accordance with this Agreement
- c) in accordance with the budget outlined for the Proposal.

6.2. The Grantee shall manage the Grant funds in the following manner:

- a) deposit the Grant into a bank account which has been established for the express purpose of the Project
- b) properly record all income and immediately deposit same into the Project bank account
- c) ensure that expenditure of Project funds is supported by suitable documentation (including without limitation, Wages schedules, bank receipts, orders and invoices) detailing the purpose of the expenditure.

6.3. If the Grantee has computer finance systems in place that can report specific expenditure against individual funding sources, the Grantee may use this system and replace the requirement to establish a separate bank account as set out in clause 6.2.

6.4. The Grantee must keep financial records relating to the Project so as to enable:

- a) all income and expenditure related to the activity to be identified in the Grantee's accounts
- b) the preparation of financial statements in accordance with Australian Accounting Standards
- c) the audit of those records in accordance with Auditing Standards.

6.5. The Grantee shall return all Grant funds not satisfactorily acquitted in accordance with the Proposal and **SCHEDULES 1 and 2** or remaining unexpended at the completion of the Project to the State of Queensland, by cheque made payable to the Department of Employment and Industrial Relations.

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

6.7. The Grantee's must not spend Grant funds for the remuneration of existing Grantee infrastructure (buildings or permanent installations) or stipends or management fees to the Grantee's proprietor/management committee.

## 7. OTHER STATE FUNDING

- 7.1. If the Grantee receives funding from the State of Queensland, a breach of any other arrangement (whether contractual or statutory) with the State of Queensland under which the Grantee receives funding may be regarded as a breach of this Agreement.
- 7.2. The Grantee must inform the State of Queensland in writing within twenty [20] business days of entering into any arrangement (whether contractual or statutory) under which the Grantee is entitled to receive funding from the State of Queensland.
- 7.3. Any payments under this Agreement may be deferred or suspended by the State of Queensland if there are any outstanding or unacquitted monies under any arrangement (whether contractual or statutory) with the State of Queensland under which the Grantee has received funding. Notwithstanding such suspension or deferral of any payments, the Grantee must continue to perform any obligations under this Agreement, unless the State of Queensland agrees otherwise in writing.

## 8. AUDITS AND SERVICE EVALUATION

- 8.1. The Grantee shall keep detailed records of all services provided to the participants in this Project, including but not limited to evidence of participant eligibility, progress of the Project, the receipt and use of funding and other contributions (if any) and shall make such records available to the State of Queensland within ten [10] working days of a written request by the State of Queensland.
- 8.2. The State of Queensland reserves the right to access the Grantee's records and to interview persons associated with the Project to audit compliance with the terms and conditions of this Agreement and attached Schedules. The Grantee agrees to make available to the State of Queensland any records, including its wages, client or training records, and to facilitate access to persons needed to review such compliance with the terms and conditions of the Agreement and attached Schedules.
- 8.3. Records maintained under subclauses 8.1 and 8.2 must be retained by the Grantee for a period of no less than seven [7] years following the conclusion of the Project.
- 8.4. The State of Queensland reserves the right to evaluate the quality of the service provided by the Grantee under this Agreement. Such evaluation may include but is not limited to surveys of participants and visits to the Grantee's premises.

## 9. PERFORMANCE REVIEW

- 9.1. The State of Queensland will undertake a performance review with the Grantee if it wishes to extend this Agreement for any further period. The performance review will enable the State of Queensland to measure the performance of the Grantee's contractual obligations. The State of Queensland may negotiate with the Grantee the Project Proposal, sum of funds, services delivered and the number of participants to be assisted.

## 10. TERMINATION

- 10.1. The State of Queensland may terminate this Agreement in any of the following circumstances upon fourteen [14] days written notice to the Grantee:
- a) the State of Queensland determines that the Grantee is no longer delivering the Project in accordance with the *Skilling Queenslanders for Work* Guidelines for Funding, this Agreement or the Proposal.
  - b) the Grantee fails to recruit or assist the number of participants detailed in **SCHEDULE 1** and proceeds with the Project without seeking prior written approval of the State of Queensland.
  - c) the State of Queensland and the Grantee cannot reach agreement in relation to a substantial change to the Project.
  - d) control of the Project is transferred to a new organisation without prior approval of the State of Queensland.
  - e) the Grantee discontinues the Project at any time after commencement.
  - f) the Grantee fails to take out and maintain the insurance required by clause 13.1.
  - g) information provided by the Grantee in the Proposal is found to be false or misleading.

- h) the State of Queensland determines that the Grant has not been properly expended by the Grantee in accordance with the Approved Project Budget detailed in **SCHEDULE 2**.
- i) the Grantee fails to remedy any breach of this Agreement in respect of which the State of Queensland has requested in writing that the Grantee remedy, within seven [7] days of the request being given.
- j) the Grantee ceases to carry on business; becomes bankrupt; enters into liquidation; has a receiver or official manager appointed; or any other insolvency proceedings are taken.
- k) the Grantee is found to have an order or judgement made against it for breach of the *Workplace Health and Safety Act 1995*, *Electrical Safety Act 2002*, *Industrial Relations Act 1999* and the *Vocational Education, Training and Employment Act 2000* either within three [3] years prior to signing of the application date or at any time during the term of this Agreement.
- l) it is discovered that the Grantee has breached contracts previously held with the Department of Employment and Industrial Relations.

10.2. In relation to clause 10.1, the Grantee authorises the State of Queensland to make such enquiries as are necessary to ascertain whether any order or judgements as specified have been made against it.

## 11. CONSEQUENCES OF TERMINATION

11.1. Termination of this Agreement shall be without prejudice and in addition to such other rights as the State of Queensland may have against the Grantee.

11.2. If the State of Queensland terminates this Agreement, the State of Queensland may:

- a) in relation to any payment which **has not** yet been paid to the Grantee under this Agreement, withhold that payment entirely or reduce it proportionally.
- b) in relation to any payment which **has** been paid to the Grantee under this Agreement, recover that payment entirely or proportionally, according to the proportion of the Project actually delivered by the Grantee before termination.

11.3. The rights set out in clause 11.2 are in addition to any other rights the State of Queensland may have.

## 12. OBSERVANCE OF LAWS AND AWARD CONDITIONS

12.1. The Grantee must comply with all Commonwealth, State and Local laws for the time being in force and must not do or permit to be done any act which may conflict with such law, including (but without limiting the generality of this clause) the following:

- a) the relevant State or Commonwealth Industrial Award.
- b) all workplace health and safety provisions as specified in the *Workplace Health and Safety Act 1995* and all electrical safety provisions as specified in the *Electrical Safety Act 2002*.
- c) industrial relations requirements applicable to the Grantee undertaking the Project as specified in the *Industrial Relations Act 1999*.
- d) the provisions of the *Anti-Discrimination Act 1991* at all times when undertaking the Project.
- e) the provisions of the *Vocational Education, Training and Employment Act 2000* and/or any subsequent amending or superseding Act in relation to any vocational training associated with the Project.
- f) the provisions of the *Education (Work Experience) Act 1996*.
- g) the provisions of the *Education (Queensland Studies Authority) Act 2002* and *Education (General Provisions) Act 2006*.
- h) the provisions of the *Commission for Children and Young People and Child Guardian Act 2000*, including the requirement for staff delivering services to young people under 18 years of age to hold a positive suitability notice (blue card).

### 13. INSURANCE

- 13.1. The Grantee, or any third party responsible for the delivery of training, will take out and maintain for the term of this Agreement the following insurance policies:
- a) a Public Liability Insurance for a sum of not less than \$10,000,000 arising from any one event in respect of death, injury, loss or damage howsoever sustained to any person or property
  - b) Insurance prescribed by the *Education (Work Experience) Act 1996* and/or any subsequent amending or superseding Act in relation to work experience arrangements and insurance prescribed by the *Vocational Education, Training and Employment 2000* and/or any subsequent amending or superseding Act in relation to vocational placement agreements, as appropriate
  - c) Accident insurance in accordance with the *Workers' Compensation and Rehabilitation Act 2003*.
- 13.2. The Grantee will provide evidence of the policy of insurance taken out and maintained for the purpose of clause 13.1 to the State of Queensland prior to the commencement of the Project.
- 13.3. Where the Grantee is an entity of the Queensland State Government clauses 13.1 and 13.2 do not apply.

### 14. INDEMNITY

- 14.1. In this clause 14: "claim" includes any claim, action, proceeding, demand, liability, obligation, costs (including legal costs), losses, damages and expenses, including those arising out of the terms of any settlement.
- 14.2. The Grantee agrees to release, discharge and indemnify the State of Queensland and its officers and employees from and against any claim by a third party which may be brought against or made upon or incurred by any of them in connection with any:
- a) negligent or unlawful act or omission of the Grantee, its officers or employees
  - b) breach of this Agreement by the Grantee
  - c) contravention of any legislative requirement by the Grantee, its officers or employees
  - d) infringement by the Grantee and its officers or employees of the Intellectual Property Rights or Moral Rights of any third party, except to the extent the claim is due to the negligent or unlawful act or omission of the State of Queensland, its officers or employees.
- 14.3. Where the Grantee is an entity of the Queensland State Government clauses 14.1 and 14.2 do not apply.

### 15. RELATIONSHIP BETWEEN THE GRANTEE AND STATE OF QUEENSLAND

- 15.1. The State of Queensland's relationship with the Grantee with respect to the Project is that of financier only.
- 15.2. The Grantee is not by virtue of this Agreement the servant, agent or representative of the State of Queensland.
- 15.3. The Grantee will ensure that its servants and agents will not at any time conduct themselves in such a manner as to infer to third parties that the Grantee is the servant, agent or representative of the State of Queensland.
- 15.4. Where the Grantee is an entity of the Queensland State Government clauses 15.1, 15.2 and 15.3 do not apply.

### 16. INTELLECTUAL PROPERTY

- 16.1. Title to, and Intellectual Property Rights in, Material created through the grant funding will, upon its creation, vest in the Grantee, the Grantee grants, and will ensure that relevant third parties grant to the State of Queensland a paid-up, non-exclusive, non-transferable, irrevocable, perpetual licence (including the right to sub-licence) in respect of the Material created through the Grant (and any future development of that Grant Material), without additional cost to the State of Queensland to:
- a) use, exploit and otherwise exercise all rights comprised in the copyright, for any purpose of the State of Queensland; and
  - b) use or exploit (whether commercially or otherwise) for any purpose.
- 16.2. This Agreement does not affect Intellectual Property Rights in Existing Material of the Grantee used in this Agreement but the Grantee will grant, and ensure that relevant third parties grant, to the State of Queensland a paid-up, non-exclusive, non-transferable, irrevocable, perpetual licence (including the right to sub-licence) in respect of the Existing Material used

in the Grant but only as part of the Material for the Grant (and any future development of the Material), without additional cost to the State of Queensland to:

- a) use, exploit and otherwise exercise all rights comprised in the copyright, for any purpose of the State of Queensland; and
- b) use or exploit (whether commercially or otherwise) for any purpose.

## 17. NO ASSIGNMENT

17.1. The Grantee will not transfer the Project to another provider without the prior written approval of the State of Queensland.

## 18. PARTNERING

18.1. Subject to the limitations set out in this clause, the Grantee may enter into an agreement with another organisation (partner organisation).

18.2. In entering into partnership arrangements with other organisations, the Grantee must ensure that the partner organisation complies with the Initiative's eligibility criteria.

18.3. The Grantee must ensure the partner organisation has and maintains for the duration of this Contract, insurances in accordance with clause 13.1 of this Agreement.

18.4. The Grantee acknowledges that it is responsible for ensuring that the partner organisation complies with the terms of this Agreement. Any agreement between the Grantee and a partner organisation will not relieve the Grantee from any of its liabilities or obligations under this Agreement.

18.5. The Grantee must provide to the State of Queensland, upon request, all records of the partner organisation relevant to the performance of this Agreement.

18.6. The Grantee accepts that the State of Queensland accepts no liability for partnership arrangements and will not become involved in internal administration of any partnering arrangement, or act as a mediator between the parties.

## 19. CONTRACTING

19.1. The Grantee must not, without the State of Queensland's prior written approval, subcontract the performance of any obligations under this Agreement. In giving written approval, the State of Queensland may impose such terms and conditions as the State of Queensland thinks fit.

19.2. If the Grantee wishes to replace an approved subcontractor, approval must be sought from the State of Queensland in accordance with this clause 19.1.

19.3. Without limiting clause 18, the appointment of an agent by the Grantee will be deemed to be a subcontract for which approval is required.

19.4. The Grantee must ensure that any subcontract it enters into with a subcontractor is evidenced in writing.

19.5. Subcontractors must meet the eligibility criteria as specified in **Part B – Specific conditions relating to Grantee eligibility**.

19.6. The Grantee is fully responsible for the performance of the Grantee's obligations under this Agreement, even though the Grantee may have subcontracted them.

19.7. The Grantee must ensure that any subcontractor is aware of all terms and conditions of this Agreement relevant to the subcontractor's part in the conduct of the activity.

19.8. The Grantee must pay its subcontractors in accordance with the terms of the relevant subcontract.

19.9. Despite any approval given by the State of Queensland under this clause 19, the Grantee is responsible for ensuring the suitability of a subcontractor for the work proposed to be carried out and for ensuring that such work meets the requirement of Agreement.

19.10. The State of Queensland may retract approval of a subcontractor by notice on any reasonable ground.

- 19.11. On receipt of the notice the Grantee must, at its own cost, promptly cease using that subcontractor and arrange their replacement personnel or another subcontractor acceptable by the State of Queensland.
- 19.12. If the State of Queensland retracts the Grantee's approval of a subcontractor, the Grantee remains liable under this Agreement for the past acts or omissions of its subcontractors as if they were current subcontractors.

## **20. ORGANISATION'S ACKNOWLEDGMENT**

- 20.1. The Grantee acknowledges and agrees that, prior to making the Application, it has examined carefully and acquired actual knowledge of the contents of the Guidelines for Funding and any other information made available in writing by the State of Queensland to the Grantee for the purpose of making the Application.
- 20.2. Failure by the Grantee to have done all or any of the things mentioned in clause 20.1 will not relieve the Grantee of its liability to perform and complete the Project in accordance with clause 2.1.

## **21. VARIATION OF CONTRACT**

- 21.1. No variation to this Agreement will be valid unless it is in writing and signed by both parties.

## **22. PRIVACY AND DISCLOSURE OF PERSONAL INFORMATION**

- 22.1. In this clause, personal information is any information (fact or opinion) that readily identifies a person, such as name, address, age, payroll number, education standards/qualifications, physical characteristics, employment history, financial status, licence number, religion, health information or relationship details.
- 22.2. Where the Grantee has access to personal information in order to fulfil its obligations under this Agreement, it must:
- 22.3. ensure that personal information is protected against loss, unauthorised access, use, modification or disclosure, and other misuse
- a) make Project participants aware of the data collected in accordance with the Queensland State Government Privacy Principles
  - b) not use personal information other than for the purposes of this Agreement, unless required or authorised by law
  - c) not disclose personal information without the written agreement of the State of Queensland or any other persons authorised in writing by the State of Queensland, unless required or authorised by law
  - d) ensure that only authorised personnel have access to personal information
  - e) immediately notify the State of Queensland if it becomes aware that a disclosure of personal information is, or may be required or authorised by law
  - f) make its employees, agents, partners and subcontractors aware of the Grantee's obligations under this clause including, when requested by the State of Queensland, requiring those employees, agents and subcontractors to promptly sign a Privacy Deed
  - g) indemnify the State of Queensland for any liability arising from a breach by the Grantee of this clause notwithstanding any other provision of this Agreement
  - h) comply with such other privacy and security measures as the State of Queensland reasonably advises the Grantee from time to time.
- 22.4. The Grantee must immediately advise the State of Queensland if it becomes aware of any breach of the above clause.

## **23. CONSENT TO MAKE PUBLIC STATEMENTS**

- 23.1. The State of Queensland reserves the right to issue public statements and will retain the right to release information in the first instance in relation to this Agreement.
- 23.2. The Grantee shall not make any public statement in relation to this Project, or products developed as a result of the Project, without first obtaining the consent of the State of Queensland as detailed in **Part D – Publicity Requirements**.
- 23.3. All publicity relating to the deliverables under this Agreement, including printed materials, advertising and organised events must acknowledge the Program is a joint Commonwealth and Queensland Government initiative.

**24. WAIVER**

- 24.1. A failure or delay at any time by the State of Queensland to enforce any clause of this Agreement shall not be interpreted as a waiver of the State of Queensland's rights under that clause.
- 24.2. A waiver by the State of Queensland of a breach of a clause of this Agreement on a particular occasion shall not operate as a waiver of any subsequent breach of that clause or a breach of any other clause.

**25. NOTICES**

- 25.1. Any notice, application, request or consent required to be made or given under this Agreement will not be valid unless it is in writing.
- 25.2. Notices and correspondence under this Agreement may be delivered by hand, by registered mail, or by facsimile to the address detailed in **SCHEDULE 1** or any substitute address as may have been notified in writing by the relevant addressee from time to time.
- 25.3. Notice will be deemed to be given and served two [2] days after deposit in the mail with postage prepaid; when delivered by hand; or if sent by facsimile transmission, upon an apparently successful transmission being noted by the sender's facsimile machine; as the case may be.

**26. APPROVALS AND CONSENTS**

- 26.1. Whenever under this Agreement the Grantee is required to obtain the consent or approval of the State of Queensland to any act, matter or thing this includes changes to the Proposal or Project. Such consent or approval may be granted or withheld in the absolute discretion of the State of Queensland or granted subject to such conditions as the State of Queensland may in its absolute discretion require.

**27. GOODS AND SERVICES TAX IMPLICATIONS**

- 27.1. The parties agree that monetary obligations and amounts referred to in the Agreement, and stated in the Approved Project Budget detailed in **SCHEDULE 2**, are exclusive of the Goods and Services Tax (GST), unless otherwise stated.
- 27.2. In the event that the Grantee is liable for the payment of GST, then the amount payable under this Agreement shall be increased by the amount of GST payable by the Grantee, except where that amount payable is expressed to be inclusive of GST, in which case no adjustment will apply.

**Recipient Created Tax Invoices**

- 27.3. The parties agree that the State of Queensland can issue recipient created tax invoices in respect of the Grantee's supplies under this Agreement.
- 27.4. The parties agree that the Grantee will not issue tax invoices in respect of the supplies it makes under this Agreement.
- 27.5. The Grantee acknowledges that it is registered for GST at the commencement date of this Agreement and that it will notify the State of Queensland if it ceases to be registered.
- 27.6. The State of Queensland acknowledges that it is registered for GST at the commencement date of this Agreement and that it will notify the Grantee if it ceases to be registered.

**28. DISPUTE RESOLUTION**

28.1. The parties shall seek to settle any dispute arising in connection with this Agreement by negotiation, mediation and conciliation between the parties. In any such proceeding, each party may at its election, be represented or accompanied by a duly qualified legal practitioner.

28.2. For the avoidance or settlement of disputes, and for the better management of this Agreement, the Grantee's representative shall be the contact person detailed in **SCHEDULE 1**, and the State of Queensland nominates the person listed below.

Address: Executive Director  
Employment and Indigenous Initiatives  
Department of Employment and Industrial Relations  
GPO Box 69  
BRISBANE QLD 4001

Telephone: (07) 322 52292  
Facsimile: (07) 322 52011  
E-mail: [bernie.carlon@deir.qld.gov.au](mailto:bernie.carlon@deir.qld.gov.au)

<b>Application No.</b>	[application_id]	<b>Project Name:</b>	[project_name]
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Summary\_Description

**Executed as an Agreement**

**Signed** for and on behalf of the **State of Queensland** acting through the Department of Employment and Industrial Relations, (ABN 52 293 849 579 )

by

**Name:** .....

**Position:** .....

in the presence of:

**Name of witness:** .....

**SIGNED** for and on behalf of:

**Organisation Legal Name:** [org\_name]

**ABN:**...[org\_abn]

by

**Name:** .....

**Position:** .....

in the presence of:

**Name of witness:** .....

**Name:** .....

**Position:** .....

in the presence of:

**Name of witness:** .....

**Signature:** .....

Date:...../...../.....

**Signature:** .....

Date:...../...../.....

**Signature:** .....

Date:...../...../.....

**Signature:** .....

Date:...../...../.....

**Signature:** .....

Date:...../...../.....

**Signature:** .....

Date:...../...../.....

## Definitions

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'Access Program'	refers to the Australian Government's Access Program that provides job seekers who experience barriers to skilled employment with pre-vocational training, support and assistance to obtain and maintain an Australian Apprenticeship, employment, or further education and training.
'Accredited'	has the same meaning as in the <i>Vocational Education, Training and Employment Act 2000</i>
'AHC'	Annual Hours Curriculum - relates to the Unit of Competency total nominal hours (supervised), used as a measure of total system delivery e.g. for an Institute, State or Territory
'Apprentice'	refers to an employee being trained in an Apprenticeship under a Training Contract registered by the Training and Employment Recognition Council on DELTA and issued with a registration number
'Apprenticeship'	has the same meaning as in the <i>Vocational Education, Training and Employment Act 2000</i>
'Australian Accounting Standards'	refers to the standards of that name maintained by the Australian Accounting Standards Board created by section 226 of the <i>Australian Securities and Investment Commission Act 2001 (Cth)</i>
'Australian Quality Training Framework'	means the nationally agreed quality framework for the Australian vocational education and training system
'AVETMISS'	means the <i>Australian Vocational Education and Training Management Information Statistical Standard – The Standard for VET Providers</i> as published by the National Centre for Vocational Education Research from time to time
'AVETMISS compliant software'	means the computer based student enrolment software that is able to produce the AVETMISS
'Budget'	refers to a budget for expenditure of the funding for the purposes of conducting the Proposal or performing obligations under this Agreement stipulated in the Schedule
'Centrelink'	means the Commonwealth Services Delivery Agency established in accordance with the <i>Commonwealth Services Delivery Agency Act 1997</i>
'Complementary Programme'	means an employment and training program that has been formally recognised and registered by the Australian Government as supplementing the services provided by the Job Network
'Compulsory Participation Phase'	has the same meaning as in the <i>Education (General Provisions) Act 2006</i> . The compulsory participation phase requires young people after they turned 16, or have completed Year 10, to participate for a further 2 years in further education and training until they gain a Queensland Certificate of Education, Vocational Certificate III, secure full time employment, or turn 17.
'DEEWR'	refers to the Australian Government Department of Education, Employment and Workplace Relations
'DELTA'	Direct Entry Level Training Administration. DELTA is Queensland's database system that is used to register Training Contracts and store Queensland's Training Contract data for Apprenticeships and Traineeships in accordance with the <i>Vocational Education, Training and Employment Act 2000</i>
'Employment Skills Development Program'	is a term used in the <i>Education (General Provisions) Act 2006</i> to describe a range of programs and activities that young people can undertake as part of the compulsory participation phase

‘ESP’	refers to an organisation known as an Employment Service Provider (ESP) which has a contract with the Australian Government to deliver employment services under the Job Network, Disability Employment Network, Job Placement Employment and Training, Personal Support Program and/or Vocational Rehabilitation Services.
‘Existing worker’	refers to an individual who is in the previous week worked for one hour or more for pay, profit, commission or payment in kind. This definition excludes those individuals who may work for more than one hour per week but are ‘particularly disadvantaged’ in the labour market.
‘Funding or funds’	means the amount or amounts (in cash or kind) payable under this Agreement by the State of Queensland operating through the Department of Employment and Industrial Relations as specified in the Schedule
‘GST’	has the same meaning as given in section 195-1 of the GST Act
‘GST Act’	means the <i>A New Tax System (Goods and Services Tax) Act 1999</i>
‘Guidelines’	refers to funding guidelines for <i>Skilling Queenslanders for Work</i> and the Productivity Places Program – Job Seekers Program Guidelines
‘Memorandum of Agreement’	means an agreement for funding under <i>Skilling Queenslanders for Work</i>
‘Participant’	means a person receiving assistance under the <i>Skilling Queenslanders for Work</i> Productivity Places Program
‘Particularly disadvantaged worker’	means an existing worker who is: <ul style="list-style-type: none"> <li>• An income support recipient who is not currently required to meet activity tests or participation requirements; or</li> <li>• A participant in the Community Development Employment Projects scheme</li> </ul>
‘Productivity Places Program’	refers to the Productivity Places Program component of the Commonwealth Government’s <i>Skilling Australia for the Future</i> policy which aims to reduce skill shortages and increase the productivity of industry and enterprises
‘Project’	refers to delivery of services on a financial year basis as specified in <b>SCHEDULE 1</b>
‘Proposal’	refers to the formal application for grant funding submitted by the Grantee in its entirety
‘Qualified Independent Auditor’	means: a member of the Australian Society of Certified Practising Accountants; or a member of the Institute of Chartered Accountants in Australia; or a member of the National Institute of Accountants; and not employed by or connected to the Grantee
‘Recognition of Prior Learning’	means the determination by the Registered Training Organisation, in accordance with guidelines developed by the Department of Education, Training and the Arts, of the module or unit of competency obtained by a participant from previous training, work experience and life experience and the credit the participant is entitled to as a result
‘Registered Training Organisation’	means an organisation formally registered by the Training and Employment Recognition Council to deliver qualifications/statements of attainment from accredited training products including training packages in accordance with the provisions of the <i>Vocational Education, Training and Employment Act 2000</i>
‘Schedule’	refers to the various schedules to this Memorandum of Agreement

'Secondary School Students'	means a student undertaking a course at the secondary level of study. Refer to the DEST web site <a href="http://www.dest.gov.au">www.dest.gov.au</a> for further definition of secondary level of study.
'Skilling Queenslanders for Work'	refers to the <i>Skilling Queenslanders for Work</i> initiative which also encompasses the Community Literacy Program, the Get Set for Work Program and the Productivity Places Program.
'Total Agreement Value'	means the maximum amount of funds payable under the Agreement set out in <b>SCHEDULE 2</b>
'Trainee'	refers to an employee being trained in a Traineeship under a Training Contract registered by the Training and Employment Recognition Council on DELTA and issued with a registration number
'Traineeship'	has the same meaning as in the <i>Vocational Education, Training and Employment Act 2000</i>
'Training'	means teaching/instruction/learning provided by the Grantee and is the Off-the-Job Training component. Off-the-Job training supplements and integrates the On-the-Job Training and is designed to foster the participant's skill development, including the content, the development and implementation of teaching processes and the provision of instructional support services
'Unemployed'	means persons who are not employed, are available for work and are actively looking for full-time or part-time work or self-employment
'Volunteer'	means an individual volunteering by choice, without monetary reward, and for the benefit of the community. (Without monetary reward does not exclude the payment of out-of-pocket expenses, which are a reimbursement for actual costs incurred rather than a reward.)

## Part B – Specific conditions relating to Grantee eligibility

To be eligible to receive funding, organisations must be either:

- a) an incorporated association with 'non-profit' objectives under the *Associations Incorporation Act (1981)*
- b) a local government under the *Local Government Act 1993 (Qld)*
- c) a registered training organisation under the *Vocational Education, Training and Employment Act 2000 (Qld)*
- d) a government agency
- e) a statutory authority
- f) an incorporated entity with 'non-profit' objectives (eg under the *Corporations Act 2001(Cth)*, *Religious, Education and Charitable Institutions Act 1861 (Qld)*, *Co-operatives Act 1997 (Qld)* or *Aboriginal Councils and Associations Act 1976 (Cth)*)
- g) a TAFE Institute or Agricultural College
- h) a state or non-state school for the purposes of the *Education (General Provisions) Act 2006 (Qld)*
- i) or able to demonstrate that they are able to deliver the services that meet the Department of Employment and Industrial Relations' priorities and desired outcomes.

## Part C – Specific conditions relating to participant eligibility

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### 1. ELIGIBLE PARTICIPANTS

- 1.1 To be eligible for job seeker assistance, participants must be aged 15 years or over and:
- Australian citizens; or
  - permanent residents of Australia living in Queensland; or
  - humanitarian refugees.
- 1.2 Eligible job seekers under this Program must be:
- registered with an Employment Services Provider (ESP); or
  - an income support recipient who is not currently required to meet any activity test or participant requirements; or
  - a participant in the Community Development Employment projects scheme; or
  - not currently working and seeking or intending to seek paid employment or self employment after completing the qualification; or
  - a participant in the Commonwealth's Access program; or
  - not working but currently participating in volunteering activities.
- 1.3 The following individuals are **NOT** eligible participants for this Program
- apprentices and trainees as defined in the *Vocational Education, Training and Employment Act 2000*;
  - secondary school students; and
  - all others that do not meet the Eligible Participants Part C, clauses 1.1 and 1.2
- 1.4 Consideration may be given to include in the Program existing workers who are deemed 'particularly disadvantaged' in the labour market but who do not fit the participant eligibility criteria in Part C, clauses 1.1 and 1.2.
- 1.5 An individual who is eligible at the commencement of training is able to continue to participate in the Program regardless of a subsequent change in eligibility.

### 2. CAPACITY TO BENEFIT

- 2.1 The Grantee must assess the eligibility of job seekers to undertake eligible qualification training approved under the Program including their capacity to benefit from the training taking into account:
- clear increased employment prospects for the participant;
  - the participant's ability to successfully meet training requirements such as regular class attendance and completion of assessment items;
  - any recent training performance and current personal circumstances of the participant; and
  - whether the participant is likely to meet licensing requirements (for relevant qualifications) prior to enrolment.

### 2. SCHOOL LEAVING AGE AND ELIGIBILITY

- 2.1 The *Education (General Provisions) Act 2006* raised the school leaving age to 16, or completion of year 10. Under the legislation, young people are required to continue to participate in education or training for a further two years until they gain a Senior Certificate, a vocational Certificate III, full-time employment or turn 17 years. This is referred to as the compulsory participation phase.
- 2.1 Young people born on or after 1 January 1991 and who will enter the compulsory participation phase, can only participate in those employment programs delivered by the Department of Employment and Industrial Relations that have been recognised as a departmental Employment Skills Development Program under the *Education (General Provisions) Act 2006*.
- 2.2 The Grantee delivering a *Skilling Queenslanders for Work* Productivity Places Program project to young people in the compulsory participation phase will be deemed to be an eligible learning provider under the *Education (General Provisions) Act 2006* and will have the same obligations as any other learning provider under the legislation.

# Part D – Publicity requirements

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## 1. Specific Publicity Requirements for Grantees (excluding Councils)

The Department of Employment and Industrial Relations (DEIR) has developed publicity requirements to participate in the joint Commonwealth and Queensland Government *Skilling Queenslanders for Work* Productivity Places Program.

### 1.1 GENERAL PRINCIPLES

As a general principle, where *Skilling Queenslanders for Work* Productivity Places Program funding is provided, the text of all media releases or publicity material must reflect that the Project is a shared responsibility between the Commonwealth and the State Government through the *Skilling Queenslanders for Work* Productivity Places Program and the Grantee.

### 1.2 PUBLICITY PROCEDURE

The following requirements are to be following by the Grantee, including management, Project coordinators, Project supervisors or any other employees involved in the publicity of the *Skilling Queenslanders for Work* Productivity Places Program Project.

- 1.2.1 All Project promotional material, which refers in any way to the Grantee's involvement in Projects subsidised through the *Skilling Queenslanders for Work* Productivity Places Program must specify the amount of funds provided and acknowledge that the Program is a joint Commonwealth and Queensland Government initiative.
- 1.2.2 The Department of Employment and Industrial Relations logo must be included on any promotional materials.
- 1.2.3 All documentation, including but not limited to, agendas and background briefings for Project launches, graduations, and good news stories developed by Project coordinators is to be referred to the Senior Communications Officer, Employment and Indigenous Initiatives. The Minister for Employment and Industrial Relations must be invited to attend/or send a representative to any official launch, graduation or significant public event relating to a funded Project. The Minister must be provided with a **minimum of five [5] weeks notice** for any launches, graduations or public events relating to the funded Project(s). The dates for launches and other events must be during times convenient to all parties, including the Minister. Functions should not be scheduled for parliamentary sitting days and there should be provision in any official proceedings for the Minister or representative to speak. In the case of graduations, the Minister (or the Minister's representative) should take the official role of presenting any certificates to project participants.
- 1.2.4 All Project staff are to be made aware of the publicity requirements. Where Project staff and/or participants wish to generate publicity eg significant achievements in the local paper and/or morning tea etc all arrangements are to be in conjunction with, or through the Project coordinator and comply with the above requirements.
- 1.2.5 The Grantee will display appropriate signage both during the Project and up to one [1] month after completion of the Project. The Grantee will consult with the Department of Employment and Industrial Relations to obtain appropriate signs for the Project, or to obtain the appropriate format and wording for signs and plaques.

## Part E – Specific conditions for the provision of assistance to ESP clients

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The following requirements apply to Grantees recruiting participants who are receiving employment services from an Employment Service Provider (ESP).

- 1.1 *Skilling Queenslanders for Work* Productivity Places Program Projects that include job preparation assistance and accredited training may supplement the services provided by an ESP and as such are registered as Complementary Programmes by the Australian Government.
- 1.2 Job seekers receiving assistance from an ESP are eligible to participate in accredited training under the *Skilling Queenslanders for Work* Productivity Places Program.
- 1.3 There is no requirement to collect fees for ESP job seekers referred to *Skilling Queenslanders for Work* Productivity Places Program Projects. Employment Service Providers may refer job seekers onto a *Skilling Queenslanders for Work* Productivity Places Program directly to the Grantee or through Centrelink.
- 1.4 An ESP will continue to provide services, including ongoing job search, to any job seeker referred to the Grantee.
- 1.5 The Grantee will be responsible for ensuring that all unemployed prospective participants complete the relevant Declaration Form prior to recruitment onto the Project to establish their eligibility to participate on the Project in accordance with the above.
- 1.6 Unemployed people do not have to be registered with an ESP, or be receiving assistance from Centrelink to be eligible for assistance and are considered a primary target group for *Skilling Queenslanders for Work* Productivity Places Program Projects.

# Part F – Specific conditions for the provision of accredited training

The following requirements will apply to Grantees delivering accredited training.

## 1. REGISTERED TRAINING ORGANISATION

- 1.1 The Grantee must be a registered training organisation or have entered into an agreement with a registered training organisation for the delivery of the specified training.
- 1.2 The Grantee must ensure that specified training being delivered is an eligible qualification in accordance with the Productivity Places Program – Priority Occupations and Qualifications List (as superseded, amended or replaced from time to time).

## 2. SCOPE OF REGISTRATION

- 2.1 The Grantee must ensure that the training provider nominated to deliver the proposed training has current and appropriate training registration (for both the training provider and the nominated curriculum) at the time of submitting the application for funding, and this registration must also be maintained throughout the term of this Agreement.
- 2.2 It is a requirement under the Australian Quality Training Framework (AQTF) that interstate training providers delivering training in Queensland must have the appropriate registration in their state or territory, and must advise the appropriate registering body within twenty-one [21] days after training has commenced (as stated in the Standards for Registered Training Organisations under the Australian Quality Training Framework).

## 3. RECOGNITION OF PRIOR LEARNING

- 3.1 The Grantee must ensure that all participants undertaking accredited training are offered Recognition of Prior Learning (RPL) by the registered training organisation (RTO) upon enrolment and prior to commencement of accredited training. RPL will ensure that participants with existing skills that have not been formally recognised will not undertake unnecessary training to gain a qualification.
- 3.2 The Grantee must also ensure that the RTO demonstrates that they have undertaken processes to encourage the uptake of, and to streamline the delivery of RPL.

## 4. FUNDING FROM OTHER SOURCES

Funding for accredited training through the *Skilling Queenslanders for Work* Productivity Places Program cannot be used for participants who have received funding to access the same accredited training from other sources.

## 5. AVETMISS REPORTING REQUIREMENTS

- 5.1 The Grantee is responsible for ensuring that registered training organisations report accredited training delivered to individual participants in accordance with the Australian Vocational Education and Training Management Information Statistical Standard (AVETMISS).
- 5.2 As grant funding has been provided for the purchase of training delivery, the Grantee is also required to advise the registered training organisation to record the following information on AVETMISS enrolment records for each participant on the Project:

Table 1

Application/Contract Number:	<b>E[application_id]</b>
State Fund Source Code: DEIR GRANT (Fee for Service)	<b>SQW</b>

## 6. DELIVERY OF TRAINING ACTIVITIES BY TAFE

This section applies to *Skilling Queenslanders for Work* Productivity Places Program projects that involve accredited training delivered by TAFE.

- 6.1. The Grantee must ensure that TAFE record the appropriate State Fund Source Code as identified in clause 5.2, Table 1 in the field — State Fund Source Code: DEIR Grant (Fee for Service) in instances where the activity is funded on a fee for service arrangement using DEIR Grant.
- 6.3. The Grantee will be required to instruct TAFE to record at all times the relevant **Application Number** (as specified in clause 5.2, Table 1) **prefixed with an 'E'** in the appropriate Institute Student Administration System (ISAS) field – Contract Number – for all Projects funded under the *Skilling Queenslanders for Work* Productivity Places Program involving accredited training activities funded under DEIR Grant (Fee for Service).

## 7. AVETMISS LODGEMENT

- 7.1. Completed Enrolment Forms are to be submitted electronically or as hard copy by the registered training organisation to the Data Management Team, Employment and Training Performance, Department of Education, Training and the Arts within one [1] month of commencement of training activity.
- 7.2. AVETMISS information is to be updated with student outcomes no later than one [1] month of completion of training activity.
- 7.3. On completion of the Project all relevant AVETMISS information and data will be required to be finalised and submitted.

**Further information regarding the completion of Enrolment Forms may be obtained by contacting the Data Management Team, Department of Education, Training and the Arts on 07 3237 1676.**

## Part G – Specific conditions for the provision of job preparation

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The following requirements will apply to Grantees delivering job preparation assistance as part of the delivery of accredited training.

### 1. PROJECT COMPONENTS

1.1 There is no single service delivery model. The Grantee has the flexibility to tailor holistic services to all participants to meet individual needs and local circumstances. The Grantee must ensure that the Project includes a mix of (but is not limited to) the following components:

- a) Skills Audit/Training Needs Analysis: to develop an individual action plan of assistance with each participant to enable informed decisions regarding future training and employment plans.
- b) Literacy and Numeracy Assessment: consideration should be given to literacy and numeracy in the early stages of an individual's participation. Strategies to address any deficiencies should be delivered in such a manner as to meet individual participants' needs. Care should be taken to ensure that projects do not become totally focused on this to the exclusion of other project components.
- c) Living Skills: structured living skills training may assist in preparing participants for the workforce, and may include communication skills, problem solving, decision making, relationship skills and budgeting.
- d) Vocational Skills: any vocational training should be based on participants' training needs and be relevant to the local industry where vacancies are likely to exist.
- e) Work Experience (Industry Placement): any proposed work experience (industry placement) for participants must be linked to the vocational training being undertaken and the needs of the participant. If the work experience is part of an accredited training program, it must be approved under the *Vocational Education, Training and Employment Act 2000*.
- f) Job Search: job search training may include resume writing, interview skills, telephone techniques, career advice and planning, preparing job applications and job search techniques (approaching employers, following up job leads).
- g) Job Placement: it is anticipated that Grantees will develop links with employer organisations and Australian Government Employment Service Providers (ESPs) to assist participants into employment.
- h) Post Participation Support: post participation support or mentoring should focus on assisting participants in their continued search for employment and/or resolve any issues and provide support in the early weeks of job placement.

1.2 The Grantee may also incorporate other forms of assistance that specifically meet the needs of the Project's target group.

## Part H – Specific conditions for the provision of assistance to young people aged 15-17 years of age in the compulsory participation phase of schooling

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The following principles will apply to Grantees delivering assistance to young people aged 15-17 years of age in the compulsory participation phase of schooling.

### 1. REGISTRATION OF YOUNG PEOPLE

The Grantee must ensure that all young people referred to a *Skilling Queenslanders for Work* Productivity Places Program Project have been registered with the Queensland Studies Authority (QSA) in accordance with the provisions of the *Education (General Provisions) Act 2006*.

### 2. REPORTING REQUIREMENTS

2.1 The Grantee is required to report to the QSA ongoing participation details of the young person such as enrolments, results, details of accredited training undertaken and other information as required under the provisions of the *Education (General Provisions) Act 2006*.

2.2 These reporting requirements are in addition to the conditions in **Part F – Specific conditions for the provision of accredited training** and **Schedule 3 – Reporting Requirements**:

- a) Consent to release information to the Queensland Studies Authority: the Department of Employment and Industrial Relations (DEIR) has an arrangement with the QSA whereby DEIR will submit this information on the behalf of Grantees. To allow this to occur, learning providers delivering vocational education and training and/or activities to participants aged 15 to 17 years must provide their consent to DEIR.

If the Grantee or registered training organisation has not previously provided consent for the department to report relevant information to QSA on their behalf a consent form can be obtained from your local Department of Employment and Industrial Relations office.

- b) Learner Unique Identifier (LUI) number: a Learner Unique Identifier (LUI) number is generated by the QSA and issued to every young person when they register with the QSA. The identifier is used to easily identify each young person's participation within the Queensland education and training sector. Registered training organisations must provide this number for all participants when submitting reporting in accordance with AVETMISS. The Grantee must also provide this number for all participants when submitting monthly reports to DEIR.

## Schedule 1: Grant Summary

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Grantee:	[Org_Name]
ABN:	[Org_abn]
Street address:	[Org_Tabbed_Street_Address] [Org_Street_Locality] [Org_State] [Org_PCode]
Postal address:	[Org_Tabbed_Postal_Address] [Org_PostLoc] [Org_PostState] [Org_PostPC]
Business contact person:	[title] [given_nm] [surname] [contact_position]
Proposal date:	[application_dt]
Project name:	[project_name]
Primary Project location:	[Project_Locality]
Funded Places:	[calculated Funded Places] places
Number of participants:	[participant_numbers] participants
Anticipated Jobs Target:	[Anticipated_Jobs_Target]
Anticipated Training Target:	[training_target]
Target group:	[target_group_desc]
Qualification/s to be delivered:	[cep_comments_QF]
Nominated Annual Hours Curriculum to be delivered:	[fee_target_hours] AHCs
Term of Agreement:	[no_of_contract_years] year/s
Project length for 2008-09 delivery:	[calculated Project Length] weeks
Project dates for 2008-09 delivery:	
Commencement:	[actual_commence_dt]
Completion:	[actual_complete_dt]
Project description:	
Summary_Description	

## Schedule 2: Financial Matters

### PAYMENT OF FUNDS

- a. The State of Queensland will fund the Grantee up to the Total Agreement Value.
- b. The Total Agreement Value will be made available to the Grantee over the period of the Agreement through yearly allocations.
- c. Where the term of this Agreement is greater than one year then:
  - (i) the Total Agreement Value is dissected into Annual Allocation Values
  - (ii) the State of Queensland will pay the Grantee up to each Annual Allocation Value for each Annual Allocation Period
  - (iii) the State of Queensland will notify the Grantee of the Final Allocation Value for the subsequent Annual Allocation Period after the Annual Performance Review.
- d. Where the Term of this Agreement is for up to one year then:
  - (i) any reference in this Agreement to Annual Allocation Value/s is taken to be a reference to the Total Agreement Value
  - (ii) any reference in this Agreement to the Annual Allocation Period/s is taken to be a reference to the period of this Agreement, which may be one year or less.

<Insert for STC>

### GRANT ALLOCATION

AGREEMENT VALUE	No. Participants	Grant Amount	GST	Total Grant
Total Agreement Value:	[Participant_Numbers]	[\$grant_amt]	[\$gst_amt]	[\$total_grant_amt]
2008-09 Budget Allocation:	[Participant_Numbers]	[\$grant_amt]	[\$gst_amt]	[\$total_grant_amt]

<Insert for LTC>

### GRANT ALLOCATION

AGREEMENT VALUE	No. Participants	Grant Amount	GST	Total Grant
Total Agreement Value:	[total_participant_numbers]	[\$ltc_grant_amt]	[\$ltc_GST_amt]	[\$ltc_total_amt]
2008-09 Budget Allocation:	[Participant_Numbers]	[\$grant_amt]	[\$gst_amt]	[\$total_grant_amt]
2009-10 Notional Budget Allocation:	[Participant_Numbers]	[\$grant_amt]	[\$gst_amt]	[\$total_grant_amt] (Final allocation to be advised after annual performance review)
2010-11 Notional Budget Allocation:	[Participant_Numbers]	[\$grant_amt]	[\$gst_amt]	[\$total_grant_amt] (Final allocation to be advised after annual performance review)

<Insert for 1 Pay>  
2008-09 PAYMENT SCHEDULE

Payment	Performance Criteria	Grant Amount (excl. GST)	GST	Total Amount	% of Total Grant
1	<ul style="list-style-type: none"> <li>Signed Agreement and no sooner than 30 days prior to actual commencement date of Project</li> </ul>	[\$grant_amt]	[\$gst_amt]	[\$total_grant_amt]	100%
<b>TOTAL GRANT FUNDS</b>		[\$grant_amt]	[\$gst_amt]	[\$total_grant_amt]	100%

<Insert for 2 Pay>  
2008-09 PAYMENT SCHEDULE

Payment	Performance Criteria	Grant Amount (excl. GST)	GST	Total Amount	% of Total Grant
1	<ul style="list-style-type: none"> <li>Signed Agreement and no sooner than 30 days prior to actual commencement date of Project</li> </ul>	[\$1st Payment]	[\$1st GST]	[\$1st Total]	70%
2	<ul style="list-style-type: none"> <li>Lodgement of First Acquittal acquitting expenditure of 80% of Payment 1 in accordance with Approved Project Budget</li> <li>Submission of all due reports in accordance with Schedule 3 at time of lodgement of First Acquittal</li> </ul>	[\$final Payment]	[\$final GST]	[\$final Total]	30%
<b>TOTAL GRANT FUNDS</b>		[\$grant_amt]	[\$gst_amt]	[\$total_grant_amt]	100%

<Insert for 3 Pay>  
2008-09 PAYMENT SCHEDULE

Payment	Performance Criteria	Grant Amount (excl. GST)	GST	Total Amount	% of Total Grant
1	<ul style="list-style-type: none"> <li>Signed Agreement and no sooner than 30 days prior to actual commencement date of Project</li> </ul>	[\$1st Payment]	[\$1st GST]	[\$1st Total]	40%
2	<ul style="list-style-type: none"> <li>Lodgement of First Acquittal acquitting expenditure of 80% of Payment 1 in accordance with Approved Project Budget</li> <li>Submission of all due reports in accordance with Schedule 3 at time of lodgement of First Acquittal</li> </ul>	[\$2nd Payment]	[\$2nd GST]	[\$2nd Total]	40%
3	<ul style="list-style-type: none"> <li>Lodgement of Second Acquittal acquitting expenditure of 80% of Payments 1 &amp; 2 in accordance with Approved Project Budget</li> <li>Submission of all due reports in accordance with Schedule 3 at time of lodgement of Second Acquittal</li> </ul>	[\$final Payment]	[\$final GST]	[\$final Total]	20%
<b>TOTAL GRANT FUNDS</b>		[\$grant_amt]	[\$gst_amt]	[\$total_grant_amt]	100%

## 2008-09 APPROVED PROJECT BUDGET

Activity/Expenditure Item	Funded Places	Budget Allocation	GST	Total Budget
Job preparation	[JP_Funded_Places]	[\$JP_budget_amt]	[\$JP_gst_amt]	[\$JP_total_amt]
Accredited training	[Training_Funded_Places]	[\$Training_budget_amt]	[\$Training_gst_amt]	[\$Training_total_amt]
<b>Total Project Costs</b>		<b>[\$grant_amt]</b>	<b>[\$GST_amt]</b>	<b>[\$total_grant_amt]</b>

### Project Budget Conditions

- a. Approved Project Budget is a summary of the total breakdown of costings as supplied in the Budget Tool which forms part of the application for funding and this Agreement
- b. Acquittal of expenditure must be against the detailed costings for each expenditure item as supplied in the Budget Tool
- c. The release of the second and/or final payment is conditional on the Grantee acquitting expenditure of 80% (or another amount as approved by the Department of Employment and Industrial Relations' delegated authority) of the previous payment/s
- d. Significant variations in any expenditure items need to be approved in writing by the nominated Department of Employment and Industrial Relations Regional Contact Officer
- e. The accredited training budget allocation is a fixed cost and any unspent funds must be returned to the Department of Employment and Industrial Relations or in the case of Agreements where the Term is greater than one year adjustments may be made to the subsequent yearly allocation
- f. All written approvals to vary the original budget allocations need to be submitted with the final audited statement
- g. Any unexpended funds must be refunded to the Department of Employment and Industrial Relations at the conclusion of the Project or in the case of Agreements where the Term is greater than one year adjustments may be made to the subsequent yearly allocation
- h. Any refunds to the Department of Employment and Industrial Relations must include GST
- i. Where the term of the Agreement is greater than one year determining the subsequent yearly budget allocation and release of funding is dependent on an annual performance review of the previous year of project delivery found to be satisfactory by the Department of Employment and Industrial Relations at its sole discretion.

## Schedule 3: Reporting Requirements

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The Department of Employment and Industrial Relations will supply a pro forma to the Grantee for all reports and forms required to meet the reporting obligations of this Agreement.

### Participant and Project Reporting

#### Monthly Reports

The Grantee must submit monthly reports **within ten [10] days after the end of each calendar month** up until 60 days after completion of the Project. This includes the **Participant Report** (designed as a spreadsheet application in Microsoft Excel) which details the following information for all participants:

- personal profile including address, phone contact and date of birth
- gender and equity information
- employment status or length of unemployment period
- Job Network status
- Centrelink customer reference number (CRN)
- type of assistance received
- ETRF data (for 15-17 year olds only)
- referral to other *Skilling Queenslanders for Work* projects
- outcomes (employment, further education/training, unemployed, not in labour force etc)

The **Written Report** must include (but not be limited to):

- general progress/performance of Projects
- number of enrolments, cancellations and qualification completion data
- expenditure updates
- any major issues or areas of concern in relation to specific Projects
- promotional activities (media, launches, graduations)
- details of any human interest or “good news” stories or any continuing interaction with Project participants
- post participation support assistance (if applicable)
- confirmation that the registered training organisation delivering accredited training has met the AVETMISS requirements for reporting as detailed in **Part F – Specific conditions for the provision of accredited training**.

### Forms

#### Declaration Forms

The Grantee must ensure that all prospective participants complete the appropriate **Declaration Forms** that are forwarded to Centrelink on commencement of the Project.

#### Privacy Statement

The Grantee must provide all participants with a copy of the Department of Employment and Industrial Relations' **Privacy Statement** and comply with any reasonable requests of the department in relation to collection, use and disclosure of participants' personal information.

#### Consent Form

The Grantee must ensure that a **Consent Form** is completed by any participants, staff or members of the public participating in any Department of Employment and Industrial Relations photographic, video or audio recording related to the Project. The consent form authorises the department to use any photograph, video footage or sound recording in departmental publications, productions and presentations.

## Financial Reporting

### First Acquittal

The Grantee must lodge a report to acquit the expenditure of 80% of the first payment for this Agreement in order for the State of Queensland to release the second payment. This report must provide the following information:

- a financial statement (**Acquittal of *Skilling Queenslanders for Work Productivity Places Program Funding Form***) detailing the expenditure of 80% of the first payment in accordance with the approved Project budget as detailed in **SCHEDULE 2**. The financial statement must be signed by the Grantee's accountant or authorised officer.
- a bank statement for the account established for the express purpose of the Project (or a print-out from the computer finance system that has been approved under clause 6 of this Agreement).

### Second Acquittal

The Grantee must lodge a report to acquit the expenditure of 80% of the First and Second Payments. This report must provide the following information:

- a financial statement (**Acquittal of *Skilling Queenslanders for Work Productivity Places Program Funding Form***) detailing the expenditure of 80% of the first and second payment in accordance with the approved Project budget as detailed in **SCHEDULE 2**. The financial statement must be signed by the Grantee's accountant or authorised officer.
- a bank statement for the account established for the express purpose of the Project (or a print-out from the computer finance system that has been approved under clause 6 of this Agreement).

### Final Report

The Grantee must submit a **Final Report** by no later than 60 days following completion of each Project identified within this Agreement. The final report must provide the following:

- a written report outlining the performance of the Project in achieving its objectives and the benefits derived by the community and participants
- a final Participant Report detailing the outcomes for all participants
- a detailed **audited statement of receipts and expenditure** in respect of the Grant funds carried out by a Qualified Independent Auditor, who is not an officer or employee of the Grantee (where the organisation is a local government authority or a state government agency the statement may be certified by the Chief Accounting Officer). This report shall be provided on letterhead and include as a minimum a statement as to whether the accounts are true and correct, details of the receipts and expenditure relevant to the funded program and whether, in the opinion of the auditor, the grant was expended for the purpose for which it was provided
- a cheque payable to the Department of Employment and Industrial Relations for the amount of any unexpended funds identified in the audited statement of receipts and expenditure plus GST. Where the term of this Agreement is greater than one year, adjustments may be made to the subsequent yearly allocation
- confirmation that the registered training organisation delivering accredited training has submitted all the required AVETMISS data as detailed in **Part F – Specific conditions for the provision of accredited training**.

## Annual Financial Statement

Where the **term of this Agreement is greater than one year** the Grantee must provide a detailed audited statement of receipts and expenditure in respect of the Grant funds carried out by a Qualified Independent Auditor for **each financial year of the term of the MOA** (where the organisation is a local government authority or a state government agency the statement may be certified by the Chief Accounting Officer). The Grantee must provide its financial statements within one [1] month of its annual general meeting or within one [1] month after the compilation of the financial statements where no annual meeting is held, and no later than six [6] months after the end of the Grantee's financial year.

## Performance Reviews

### Annual Reviews

Where the **term of this Agreement is greater than one year** the Department of Employment and Industrial Relations will undertake an **annual performance review** with the Grantee in accordance with clause 9 of this Agreement. The first performance review will be undertaken nine [9] months after the commencement of the Project with subsequent performance reviews undertaken at pre-arranged dates or milestones to allow sufficient time for processing and release of funding for successive years, maintaining continuity of service delivery. The aim of the performance reviews is to ensure that projects can be re-negotiated or funding reduced or withdrawn if justified. The performance review will cover (but not be limited to) the following:

- performance of the Project in meeting objectives
- service delivery - determining on-going need and any changed priorities
- number of actual participants against target participants
- progress towards target outcomes including percentage of accredited training hours completed and job outcomes
- management of grant funds
- compliance with reporting requirements
- currency and maintenance of insurance policies
- financial viability assessment
- Project resources