Coat of Arms
Australian Government
National Indigenous Australians Agency

|  |
| --- |
| Employment Schedule –  Jobs, land and economy Programme |

Executed by

**the Commonwealth of Australia as represented by the National Indigenous Australians Agency (ABN 30 429 895 164)**

AND

**[Insert Provider name] (ABN [xx])**

| Grant System Agreement number (System ID) | [*Agreement ID provided by grant management system*] |
| --- | --- |
| Project Schedule reference number (System ID) | [*Schedule ID provided by grant management system*] |
| Provider reference number (System ID) | [*Org ID provided by grant management system*] |

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Version 24/05/2021

| **How this Project Schedule works**  The Commonwealth has agreed to execute this Project Schedule, under which the Commonwealth will provide the Grant/s for the purpose of delivering one or more Projects.  Once this Project Schedule has been executed, a separate contract is formed. That contract is called a **Project Agreement**.  The terms and conditions of this Project Agreement are as set out in:   1. this Project Schedule; 2. the Head Agreement; and 3. any attachments to, or documents incorporated by reference into, either of those documents.   This Project Schedule contains terms and conditions that relate specifically to the Projects and Grants listed in this document. The document comprises:   * Part 1 – a summary of the Projects and Grants in this Project Schedule; * Part 2 – terms and conditions applying to all Projects and Grants in this Project Schedule; and * Part 3 – specific terms and conditions for particular Projects and Grants in this Project Schedule.   The Head Agreement contains general terms and conditions that apply to all Projects and Grants.  *(See also clauses 1 to 10 of the Head Agreement).* |
| --- |

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Part 1: Project and Grant Summary

## List of Projects

|  | **Project name** |
| --- | --- |
| Project A | [Insert Project name] |
| Project B | [Insert Project name – add or delete lines as required] |
| Project C | [Insert Project name - add or delete lines as required] |

## List of Grants

| **Project ID –**  **Project name** | **Amount (excl GST)** | **GST**  **(if applicable)** | **Total (incl GST)** |
| --- | --- | --- | --- |
|  |  |  |  |
| **TOTAL** |  |  |  |

# Part 2: General Information, TERMS and Conditions for all Projects in this Project Schedule

## Interpretation

* 1. Unless the contrary intention appears:

(a) words used in this Project Schedule have the same meaning as in the Head Agreement; and

(b) the terms listed in the Definitions in Annexure 1 have the meaning given to them in that Annexure.

* 1. Information, terms and conditions in Part 2 of this Project Schedule apply to the Projects under this Project Agreement, unless the contrary intention appears in Part 3.

## Programme

* 1. The Grants are provided under the Indigenous Advancement - Jobs, Land and Economy Programme (JLEP).

## Programme outcomes

* 1. For each Project, the Provider must contribute to or achieve the following programme outcomes to the extent they are not inconsistent with the Project.

| **Programme outcomes**  **Employment [delete if not required]**   * Increased employment and retention rates in the nominated region or location; * Increased work readiness; * Increased certified and transferrable qualifications. * Indigenous job seeker secures sustainable employment (job); * Indigenous job seeker (participant) and employer supported during their employment for 26 weeks (or as alternatively agreed by the Agency);   **School-based traineeships [delete if not required]**   * Increased successful transition of secondary students into ongoing employment; * Increased work readiness; * Increased certified and transferrable qualifications |
| --- |

* 1. The Provider agrees to deliver each Project under this Project Agreement so as not to conflict with or adversely impact upon the school attendance of children in the location/s at which the Project is being delivered.

## Overview

* 1. The Provider is:

| **Provider** |  |
| --- | --- |
| Full legal name | [Insert legal name] |
| ABN, ICN, ACN or other identifier | [Insert identifier] |

* 1. This Project Agreement commences on the Project Agreement Start Date and ends on the Project Agreement End Date:

| Project Agreement Start Date | The date that this Project Schedule is signed by both parties. |
| --- | --- |
| Project Agreement End Date | [State a date 30 days after the date the last report is due under this Project Agreement. This date should be in the format “30 January 2023”] or earlier termination date. |

## Strengthening Organisational Governance - one-off payment

*Items 5 to 5.3 should be retained. If the Provider is already**incorporated under the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (Cth) (CATSI Act) or Corporations Act 2001 (Cth), or exempt from the Strengthening Organisational Governance policy, and is not required to change its incorporation status under the Project Agreement, these items will have no effect. If the organisation is incorporated under the Corporations Act 2001 (Cth) but is an Indigenous Organisation (as defined in the Head Agreement), then it may be required to transfer its registration to the CATSI Act. For more information on when the payment will apply, contact the Strengthening Organisational Governance mailbox at* [*sog@niaa.gov.au*](mailto:sog@niaa.gov.au)*].*

* 1. If the Provider has been required to become incorporated pursuant to clauses 64 to 68 of the Head Agreement, the Commonwealth will pay a one-off payment of $10,000 (excl GST) following:
     1. the Provider changing its incorporation status in accordance with clauses 64 to 68 of the Head Agreement; and
     2. the Commonwealth receiving proof of the change in incorporation status.
  2. The parties agree that this payment represents a genuine pre-estimate of the costs likely to be incurred by the Provider in complying with the incorporation requirement, and that the Commonwealth is not liable for any further amount. This payment is a one-off payment, and will be made only if the Provider has not received a similar payment under another Project Agreement.
  3. The payment provided for under item 5.1 of Part 2 is a Grant for the purpose of this Project Agreement.

## Tax and invoices

(Clauses 16 to 19 of the Head Agreement)

*[The following items deal with tax and invoicing. Delete the items that do not apply.]*

*[****Option 1 -*** *General GST clause – the default position is that the Commonwealth will issue RCTIs, but the Provider can be required to issue invoices in certain circumstances]*

* 1. The Commonwealth will issue recipient created tax invoices (**RCTIs**) and any adjustment notes for taxable supplies made by the Provider to the Commonwealth, within 28 days of determining the value of the taxable supplies in question. The Provider must not issue tax invoices or adjustment notes for taxable supplies covered by a RCTI.
  2. Alternatively, the Commonwealth may direct the Provider to issue invoices to the Commonwealth. This direction can relate to all or part of a Project Agreement. Each invoice must be addressed to the relevant Commonwealth contact officer listed in this Project Schedule
  3. Each invoice issued by the Provider must contain:
     1. the words ‘tax invoice’ or ‘invoice’, whichever is relevant, stated prominently;
     2. the Provider’s name and ABN;
     3. the Commonwealth’s name and address;
     4. the date of issue of the tax invoice or invoice;
     5. the name of the Project and this Project Schedule reference number (if any);
     6. the total amount payable (including GST if it is a taxable supply); and
     7. the GST amount shown separately, if it is a taxable supply.
  4. An invoice issued by the Provider must not:
     1. include amounts that are not properly payable under this Project Agreement; or
     2. relate to a payment or include an amount in relation to which the Commonwealth has exercised its rights under clauses 79 - 81 (Withholding, Provider not entitled to amount or amount not spent in accordance with a Project Agreement, Unspent Grant amounts), 84 (Breach of Project Agreement), or 88 - 91 (Termination or reduction in scope for default) of the Head Agreement.
  5. The Commonwealth may require the Provider to reissue an invoice that does not meet the requirements of this Project Agreement.

*[****Option 2*** *- to be used where the Provider is a “government related entity”]*

* 1. The Parties have entered into this Project Agreement on the understanding that they are both ‘government related entities’ as defined in the GST Law, and either:
     1. the payment of the Grant:
        1. is covered by an appropriation under an Australian law or the COAG National Health Reform Agreement; and
        2. is calculated on the basis that the sum of the Grant and anything else that the Provider receives from another entity in connection with, or in response to, or for the inducement of that supply under this Project Agreement, or a related supply does not exceed the Provider’s anticipated or actual costs of making those supplies; or
     2. the payment of the Grant is a kind of payment specified in regulations made for the purposes of section 9-17 of the GST Law.
  2. The Parties rely on section 9-17 of the GST Law for no GST being imposed in connection with a supply made under this Project Agreement.

*[****Option 3*** *- to be used where the Provider has an ABN, but is not required to be registered for GST]*

* 1. The Provider confirms that it is not required to be registered (and is not registered) for GST.
  2. The Grant will be paid to the Provider in accordance with this Project Agreement, but will not include an amount for GST.
  3. If, during the term of this Project Agreement, the Provider becomes registered for GST, or becomes required to be registered for GST then:
     1. the Provider must notify the Commonwealth in writing within 7 days after the Provider becomes registered for GST; and
     2. the parties will negotiate amendments to these items to reflect the Provider’s GST registration from the date it takes effect.

## Reporting

*(Clauses 52 to 58 of the Head Agreement)*

* 1. The Provider must provide to the Commonwealth the following reports for each Project as specified in Part 3 of this Project Schedule:

| **Report** | **Details** |
| --- | --- |
| **Invoices and Documentary Evidence** | Invoices must conform with the requirements of item 6 of Part 2 and be accompanied by the relevant Participant Commencement Advice Forms and other Documentary Evidence as specified in the table at item 8.1 of Part 3 for the relevant Project. |
| **Performance report** | Performance reports must detail the progress and performance of the Project during the reporting period, including against the outcomes, objectives and performance targets set out in this Project Schedule. If there are significant issues affecting the progress of the Project, the Performance report must specify the actions being taken to address the issues. |
| **Expenditure report** | Upon request, the following information must be provided:  A Financial Declaration:  a) verifying that the Grant was expended for the Project and in accordance with the Project Agreement;  b) specifying any amount of the Grant that remains unspent for that Financial Year; and  c) certified by the Provider’s CEO, Board or authorised officer.  Financial declarations will be required only where requested by the Commonwealth. In accordance with clause 116 of the Head Agreement, Providers must keep full and accurate records relating to Grant expenditure.  2. Expenditure Report:  a) a detailed statement of income and expenditure relating to the Grant; and  b) a financial declaration as referred to above.  If audited, the Expenditure Report is to be audited in accordance with clauses 55-56 of the Head Agreement.  Part 3 of this Project Schedule specifies whether the Expenditure Report for a Project is to be unaudited or audited. |

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# Part 3: Specific Information, Terms and Conditions for Particular Projects in this Project Schedule

## Interpretation

* 1. Each of the Projects specified in this Project Schedule has its own sub-part under this Part 3, which sets out specific information, terms and conditions applying for that particular Project. To the extent of any inconsistency between Part 2 and Part 3 of this Project Schedule, Part 3 will take priority in relation to the relevant Project.

# 3A: [INSERT PROJECT NAME – THIS NAME MUST MATCH THE NAME USED IN THE ‘LIST OF PROJECTS’ IN PART 1 OF THIS PROJECT SCHEDULE]

## Project description

* 1. The Provider must deliver the following Project:

| **Project description** |
| --- |
| [*Insert a full description of the Project but make sure you include paragraph 1. Please number all paragraphs for ease of future reference.]*  1. The Provider must deliver the following Activities for the Project in accordance with the requirements of this Project Agreement:  [Delete whichever of the following are not applicable]   * + 1. Job Activities;     2. Training Activities;     3. Structured Mentoring Activities; and     4. General Activities.   [*Where activities (a) to (d) above are included, a full description of those activities will be required in Sections 6, 6A, 6B or 7 as applicable.]*  *Culturally safe environment*   * 1. The Provider must ensure that Participants are placed in a culturally safe environment with employers. ‘**Cultural safety**’ means an environment which is spiritually, socially and emotionally safe, as well as physically safe for people; where there is no assault, challenge or denial of their identity, of who they are and what they need.   2. To ensure a culturally safe environment for Participants, the Provider must develop, to the Commonwealth’s satisfaction, a Cultural Strategy Plan and submit it to the  Commonwealth for approval no later than [insert period of time or within 2 months after the execution of this Project Schedule].   3. The Cultural Strategy Plan must detail how the Provider will ensure a culturally safe environment for participants and practical actions to be taken by the Provider. The Commonwealth may require the Provider to make reasonable changes to the Cultural Strategy Plan before approval is provided.   4. Once the Cultural Strategy Plan has been approved by the Commonwealth, the Provider must implement the Plan and take appropriate actions to ensure it is enforced.   5. The Provider will develop and conduct a Post Program Report that incorporates the satisfaction levels of Participants (see Clause 9 Reporting). The survey must include feedback on:  1. Program delivery 2. Participant Cultural Safety 3. Perceived cultural competence of both the Provider and Employer. |

## Key performance indicators

* 1. The Provider must meet the performance targets for the following key performance indicators within the timelines shown in the table below:

|  |  |  |
| --- | --- | --- |
| **Number** | **Key Performance Indicator** | **Target and Data Source / Timeline / Frequency** |
| **MANDATORY – EMPLOYMENT, SCHOOL BASED TRAINING** | | | |
| **MKPI.M1 -**. | **Indigenous employment:** [target)  per cent of hours worked in the 6 month reporting period under the activity, are worked by an Indigenous person.  **How it is observed and measured**:  The average percentage of the total number of hours worked by all Participants employed under this Project Schedule in the reporting period. | Target: Minimum [#] per cent of hours worked by an Indigenous person.  This target is set for each contract at the discretion of Agreement Manager  Data Source: Service provider employee records  Frequency: Regular 6-month reporting period starting from the Project Start Date |
| **MKP1.M2** | **Core Service Provision**: the core activities/service as listed in clause 3a of this Project Schedule meets or exceeds requirements.  **How it is observed and measured**: evaluate the activities delivered under this Project Schedule within the 6-month reporting period with the relevant requirements.  Rating scale:   * + Delivery exceeds requirements;   + Delivery meets requirements;   + Delivery is somewhat below requirements;   + Delivery is substantially below requirements; and   + Non-delivery. | Target: Delivery exceeds or meets requirements  Data Source: Service provider reporting (including on the progress of the project), key data items and any other relevant information.  Frequency: Regular 6-month reporting period from the Project Start Date |
| **MKP1.M3** | Participant Satisfaction addressing:   * Is the Provider support meeting expectations of Participant? * Does the Participant feel culturally safe in the work environment and with the Provider?   Culturally safe is defined as an environment that is safe for people: where there is no assault, challenge or denial of their identity, of who they are and what they need. It is about shared respect, shared meaning, shared knowledge and experience, of learning, living and working together with dignity and truly listening. | Target = Participant satisfaction rated as ‘Strong’ by the Commonwealth, based on a summary of Participant responses.  (The Commonwealth may in writing issue the Provider with a score for any survey summary provided in accordance with clause 12.1-12.3 of Part 3A, from among the following rating levels: Strong, Poor or Unacceptable.)  Data Source = Participant surveys conducted by Provider and provided in summary form to the Commonwealth for assessment and rating (above).  Frequency: Regular 6-month reporting period starting from the Project Start Date  This report must be de-identified so that it does not contain any Personal Information that identifies any person, including the name or other Personal Information of any Participant. |
| **TAEG – EMPLOYMENT [DELETE THIS SECTION IF NOT REQUIRED]** | | |
| **P109.01** | Participant Commencements into employment:  Percentage of Indigenous Job Seekers who complete training and commence into employment (by gender). | Target = Minimum [#] per cent of participant commencements into employment. This target is set for each contract at the discretion of Agreement Manager.  Data source/frequency: Service provider reporting (including on the progress of the project), key data items and any other relevant information.  Frequency: Regular 6-month reporting period starting from the Project Start Date. |
| **P109.02** | Training Completions:  Percentage of Participants who have commenced training and have completed training (by gender). | Target = Minimum [#] per cent of participant training completions. This target is set for each contract at the discretion of Agreement Manager.  Data source/frequency: Service provider reporting (including on the progress of the project), key data items and any other relevant information.  Frequency: Regular 6-month reporting period starting from the Project Start Date. |
| **P109.03** | Participants retained for 26 weeks in employment (by gender).  Percentage of Participants that achieve 26 week Job Outcome | Target = Minimum [#] per cent of participants retained for 26 weeks in employment. This target is set for each contract at the discretion of Agreement Manager.  Data source/frequency: Service provider reporting (including on the progress of the project), key data items and any other relevant information.  Frequency: Regular 6-month reporting period starting from the Project Start Date. |
| **TAEG – SCHOOL BASED TRAINING [DELETE THIS SECTION IF NOT REQUIRED]** | | | |
| P110.01 | Traineeship / apprenticeship completion:  Percentage of Indigenous Secondary School students who commence and complete a traineeship / apprenticeship. | Target = Minimum [#] per cent of Indigenous Secondary School students who commence and complete a traineeship / apprenticeship. This target is set for each contract at the discretion of Agreement Manager.  Data source/frequency: Service provider reporting (including on the progress of the project), key data items and any other relevant information.  Frequency: Regular 6-month reporting period starting from the Project Start Date. | |
| P110.02 | Year 12 completion:  Percentage of Indigenous Secondary School students who commenced a traineeship and have completed year 12. | Target = Minimum [#] per cent of Indigenous Secondary School students who commenced a traineeship and completed year 12. This target is set for each contract at the discretion of Agreement Manager.  Data source/frequency: Service provider reporting (including on the progress of the project), key data items and any other relevant information.  Frequency: Regular 6-month reporting period starting from the Project Start Date. | |
| P110.03 | Post Traineeship Employment/Education:  Percentage of Indigenous Secondary School students who have completed their funded qualification, have completed Year 12 and are working or studying on a Full Time Employment (FTE) or part-time basis. | Target = Minimum [#] per cent of Indigenous Secondary School students who have completed their funded, qualification, have completed year 12 and are working or studying. on a FTE or part-time basis. This target is set for each contract at the discretion of Agreement Manager.  Data source/frequency = Service provider reporting (including on the progress of the project), key data items and any other relevant information.  Frequency: Regular 6-month reporting period starting from the Project Start Date | |

## Duration of Project

* 1. The Project must be delivered from the Project Start Date until the Project End Date (unless Project completed earlier) and each of the Activities must be conducted during the relevant Activities Period specified below for the Activities:

| **Project dates** |  |
| --- | --- |
| Project Start Date | *[Insert date]* |
| Project End Date | *[Insert date] or earlier termination date.* |
| Activities Period | All Activities, other than the General Activities, must be conducted so that all Outcomes are achieved by the Project End Date.  *[Insert the text for the General Activities Period and recruitment period and training period below if required and insert the applicable dates]*  In addition the following time periods apply:  General Activities Period: [insert dates e.g. 1 September 2021 – 30 December 2022]  Recruitment period for Job Participants: [insert dates e.g. 1 September 2021 – 30 June 2022.  Training period for Training Participants: [insert dates e.g. 1 September – 30 December 2022].  School Based Trainees [delete if not applicable]:  Recruitment period for School Based Trainees: [insert dates e.g. 1 September 2021 – 30 June 2022]. |

## Party representatives for notices

*(Clauses 134 – 135 of the Head Agreement)*

* 1. The parties’ representatives are responsible for liaison and day-to-day Project management, as well as issuing and accepting any written notices relating to the Project:

| Commonwealth | Details |
| --- | --- |
| Contact officer / position for Project | [insert] |
| Physical / postal address(es) for notices | [insert] |
| Telephone | [insert] |
| E-mail | [insert] |

| Provider | Details |
| --- | --- |
| Contact officer / position for Project | [insert] |
| Physical / postal address(es) for notices | [insert] |
| Telephone | [insert] |
| Fax | [insert] |
| E-mail | [insert] |

## Location

* 1. The Project is to be delivered at the following location/s:

| **Name location** | **Address** |
| --- | --- |
| [*insert the physical location where the Project will be delivered (not necessarily the Head Office). If the Project is to be delivered at multiple locations, insert an additional line below for each location – if there are different locations for different activities then make that clear*  *Example*  **Job Activities** – [insert location]  *etc.* | [insert] |
| [*insert – add or delete lines as required for any additional location/s*]  Example  **Training Activities** – [insert location] | [insert] |

* 1. Unless approved in writing by the Commonwealth, all Activities are to be conducted in Australia.

[*Delete one of the following Options*]

[***Option 1*** *–* *to be used where the Provider already has a legal right to access and use the premises. For example, the Provider owns the premises, or has a lease, licence or land use agreement in place.*]

* 1. The Provider warrants that it has the right to access and use all premises required for the purposes of delivering the Project.

[***Option 2*** *– to be used where the Provider does not currently have a legal right to access and use the premises. For example, does not own the premises, and there is no lease, licence or land use agreement*. *Ensure you are happy with the highlighted timing limits set out below*]

* 1. The Provider must use all reasonable efforts to obtain the right to access and use the premises listed above, including negotiating any leases, licences, permits or other arrangements.
  2. If the Provider has been unable to obtain a right to access and use the premises listed above within [30 calendar days] of the Project Start Date, it must obtain access to an appropriate alternative location that has been approved by the Commonwealth within a further [30 calendar days].

## Job Activities

*Nature of activities to be provided*

* 1. The Provider must provide the following Job Activities:

| **Job Activities description** |
| --- |
| *[This box must contain all the key details to describe the relevant Job Activities. Keep paragraph 1 in and add extra detail as required.*  The Provider must recruit and use its best endeavours to retain Participants to achieve the Maximum Number of Job Outcomes for the Project. |

*Number of Job Outcomes and Job Outcome Payments being funded*

* 1. The Provider must recruit and use its best endeavours to retain Participants to achieve the Maximum Number of Job Outcomes as specified in the table at item 8.1 of Part 3 for the Project.
  2. For each Participant, the Provider must submit a Participant Commencement Advice Form to the Commonwealth within 20 business days of the Participant commencing employment.
  3. Participants for the Project may be recruited only within the recruitment period specified in item 3 of Part 3 (if any).

Activities and Job Outcome Periods

* 1. Participants for the Project must be recruited only within the Activities Period specified in item 3.1 of Part 3.
  2. A Participant will be considered to be in continuous Employment during periods of paid leave and may achieve the 26 week Job Outcome over a 30 consecutive week period.

Complementary Employment Services

* 1. The Provider must provide Employment Services Providers with accurate and complete information on training and employment activities undertaken by Participants registered on their caseload within 10 business days of the Activities occurring. This must include:
     1. the Employment Commencement date of the Participant and the Employment details;
     2. any approved unpaid leave in Employment and any training provided to the Participant; and
     3. the date in which the Participant ceased with the Project and the reason provided.

*Eligibility requirements for Job Participants for the Project*

* 1. For a person to be a Job Participant under the Project, the following eligibility requirements must be satisfied:

1. the person must be an Indigenous Australian;
2. the person must not be receiving a wage subsidy funded by the Commonwealth (or a Commonwealth entity), a State or Territory (unless that person is authorised in writing by the Commonwealth to participate in the Project notwithstanding that support);
3. the person must not be receiving a payment which derives (in whole or part) from monies provided by the Commonwealth (or a Commonwealth entity) for, or in connection with, the delivery of the same or similar activities (unless that person is authorised in writing by the Commonwealth to participate in the Project notwithstanding that support);
4. the person must not be receiving a payment from the Provider or a third party (e.g. an Employment Services Provider or State or Territory) which derives (in whole or part) from monies provided to the Provider or the third party by the Commonwealth (or a Commonwealth entity) for, or in connection with, the delivery of the same or similar activities (unless that person is authorised in writing by the Agency to participate in the Project notwithstanding that support);
5. the person must not be a person who is in receipt of other support under the JLEP, including under the Vocational Training and Employment Centre (VTEC) initiative (unless that person is authorised in writing by the Commonwealth to participate in the Project notwithstanding that support);
6. the person must not have participated in the same or similar activities (under an Indigenous Grant or otherwise) within a six-month period preceding consideration of eligibility unless approved in writing by the Commonwealth;
7. the person must not, near the time of their commencement as a Participant, have been employed by the Provider, or employed in a Related Entity, or employed by an Employment Services Provider; and
8. any other eligibility requirements specified at items 6.9 to 6.11 of Part 3.

*Additional Job Participant eligibility requirements*

*[Delete the irrelevant options where necessary. If there are no additional eligibility requirements include words ‘None specified’ in place of* ***each*** *of the items 6.9 - 6.11.]*

*[****Optional*** *– to be used where the Agency wants to allow the Provider to deliver the Project to persons who are eligible for CDP services.]*

* 1. Despite item 6.11 of Part 3 and items 8.11 and 8.12 of Part 3, and subject to items 6.13 and 6.14 of Part 3, a person who is eligible for services under Community Development Programme (CDP) may be a Job Participant and the Provider may claim a Job Outcome Payment under this Project in respect of the person if the person achieves the relevant Job Outcome.
  2. If the Provider is delivering the Project in a CDP Region, then at least 50% of Job Participants in that region must be persons whose ordinary place of residence is in the CDP Region.
  3. If the Provider is unable to fill at least 50% of Job Participant places for the Project in a CDP Region with persons whose ordinary place of residence is in the CDP Region, then:

1. the Provider may fill the unfilled Job Participant places with persons whose ordinary place of residence is outside the CDP Region;
2. before the Provider recruits a Job Participant under item 6.13 (a) of Part 3, the Provider must notify the Commonwealth of its intention to recruit a Job Participant under item 6.13 (a), including a short explanation of the steps taken to fulfil its obligation under item 6.10 of Part 3 and the reasons why it was unable to fill the position with a person from a CDP Region; and
3. the Provider must work with the Commonwealth to address those reasons to try to avoid the need to recruit persons located outside the CDP Region in future.
   1. Despite item 6.11 of Part 3 and items 6.12 to 6.14 of Part 3 the Commonwealth may otherwise agree in writing that a person who does not meet the requirements at item 6.11 in Part 3 is eligible to be a Job Participant under the Project.

*Requirements for a Job Outcome*

* 1. For a Job Outcome Payment to be paid to and retained by the Provider in respect of a Job Participant achieving a Job Outcome under the Project, the Job Participant must:

1. for a Job Outcome commencement payment (if any) – commence a job under the Project, which is intended to last for a Job Outcome Period (or longer), in accordance with item 6 in Part 3; and
2. for other Job Outcome Payments –

(i) commence a job under the Project and be employed for the relevant Job Outcome Period as a continuous period (with paid leave periods counting towards the continuous employment);

(ii) not have had more than 20 business days of unpaid leave or absence during the Job Outcome Period; and

(iii) achieve the specified amount of continuous employment during the Job Activities Period.

* 1. Subject to this Project Agreement, the Provider may claim a Job Outcome Payment for a Job Participant under this Project who has one or more breaks in employment.
  2. The Provider must notify the Commonwealth of any breaks in employment when claiming a Job Outcome Payment in respect of a Job Participant under this Project.
  3. A Job Outcome Payment (other than a Job Outcome commencement payment) is not payable in respect of a Job Participant if there has been a break in employment of more than 20 business days during the relevant Job Outcome Period, unless the Provider has otherwise obtained the Commonwealth’s prior written approval.
  4. Approved unpaid leave will not be counted as a period of employment for the purposes of achieving a Job Outcome. However, subject to this item 6.20 of Part 3, employment of the Job Participant following the break will be treated as a continuation of the employment undertaken before the break (and will not entitle the Provider to claim a further Job Outcome commencement payment (if any) in respect of that Participant).

Approved Breaks and pro-rata Outcome Payments

* 1. Subject to items 6.22 to 6.26 in Part 3, the Provider may claim a Job Outcome Payment for a Participant under this Project who has one or more breaks in employment.
  2. An approved unpaid leave will not be counted as a period of Employment for the purposes of achieving a Job Outcome. However, subject to items 6.20 to 6.23 of Part 3, Employment of the Participant following the break will be treated as a continuation of the Employment undertaken before the break.
  3. The following requirements apply to approved unpaid leave:
     1. there is a break in the Participant's continuous attendance in Employment which, if completed, satisfies the requirements for a Job Outcome;
     2. the break is outside the control of the Provider or the Participant;
     3. after the break, the Participant returns to Employment; and
     4. the reason for the break is acceptable to the Commonwealth.
  4. The Provider must notify the Commonwealth of any breaks in Employment when claiming an Outcome Payment in respect of a Participant under this Project Agreement.
  5. An Outcome Payment is not payable in respect of a Participant if there has been a break in Employment of more than 20 business days during the 26 Week Job Outcome Period in respect of that particular Participant, unless the Provider has otherwise obtained the Commonwealth’s prior written approval.
  6. For the avoidance of doubt:
     1. if a Participant does not achieve the relevant Job Outcome under this Project Schedule prior to the end of the Activities Period, the Commonwealth will not provide any pro-rata Outcome Payment; and
     2. no more than one of each type of Outcome Payment may be claimed for an individual Participant, unless otherwise approved in writing by the Commonwealth*.*

*(Note: Column C in the table at item 8.1 of Part 3 sets out the different types of Job Outcome Payments payable under the Project).*

## 6A. Training Activities

*Nature of activities to be provided*

6A.1 The Provider must provide the following Training Activities:

| **Training Activities description** |
| --- |
| *[This box contains all the key details to describe the relevant Training Activities. Keep paragraphs 1 and 2 in and add extra detail as required]*  The Provider must provide suitable training for Training Participants to achieve the Maximum Number of Training Outcomes for the Project.  For each Training Participant the training:  (a) must be tailored towards the person’s needs, address any identified barriers to employment for the person and assist them to achieve sustainable employment;  (b) must relate to the job in which the person is employed, if the person is a Job Participant; and  (c) must consist of one or more of following types of training:  [Delete whichever of the following are not applicable]   * Pre-Employment Support; * Industry Specific Skills Training; and * Accredited Skills Training.   The Provider must maintain appropriate records regarding the operation and performance of each Training Activity, including participant attendance records and records of interactions with all the relevant training entities.  The Provider understands that as part of the monitoring of service delivery, the Commonwealth may audit individual participant files to ensure quality of service delivery. |

6A.2 The Provider must ensure that the Training Activities are:

1. provided by appropriately qualified training organisations and presenters;
2. relevant to each of the Training Participant’s needs;
3. relevant to achieving the relevant Training Outcome; and
4. conducted in Australia.

*Number of Training Outcomes and Training Outcome Payments being funded*

6A.3 The Provider must provide suitable training for Training Participants to achieve the Maximum Number of Training Outcomes as specified in the table at item 8.1 in Part 3 for the Project.

6A.4 For each Training Participant, the Provider must submit a Participant Commencement Advice Form to the Commonwealth within 20 business days of the Participant commencing Training Activities.

6A.5 Training for Training Participants for the Project must be delivered within the training period specified at item 3 in Part 3 (if any).

*Eligibility requirements for Training Participants for the Project*

6A.6 For a person to be a Training Participant, the following eligibility requirements must be satisfied:

1. the person must meet the eligibility requirements for a Job Participant specified in items 6.8 - 6.11 of Part 3 for the Project; and
2. any other eligibility requirements specified at item 6A.7 in Part 3 below.

*Additional Training Participant eligibility requirements*

6A.7 The following eligibility requirements also apply for Training Participants under the Project:

| [*Insert any other eligibility requirement e.g. a Training Participant must be a Job Participant or any other criteria. If none, insert the words “None specified” ]* |
| --- |

6A.8Despite items 6A.6 and 6A.7 in Part 3 above, the Commonwealth may otherwise agree in writing that a person who does not meet the requirements in items 6A.6 and 6A.7, Part 3, is eligible to be a Training Participant under the Project.

*Requirements for a Training Outcome*

6A.9 For a Training Outcome Payment to be paid to and retained by the Provider in respect of a Training Participant achieving a Training Outcome, the Training Participant must:

1. for a Training Outcome commencement payment (if any) – commence as a Training Participant as part of Training Activities under the Project in accordance with the requirements of item 6A in Part 3; and
2. for other Training Outcome Payments – participate in Training Activities under the Project in accordance with the requirements of item 6A in Part 3 and achieve the Key Pre-Requisite Requirement for the relevant Training Outcome Payment.

6A.10 The Provider must notify the Commonwealth of any significant absences from, or breaks in, training when claiming a Training Outcome Payment in respect of a Training Participant.

6A.11 For the avoidance of doubt:

1. if a Training Participant does not achieve the Key Pre-Requisite Requirement for the relevant Training Outcome Payment prior to the end of the Training Activities Period, the Commonwealth will not provide any pro-rata Training Outcome Payment; and
2. no more than one of each type of Training Outcome Payment may be claimed for an individual Training Participant, unless otherwise approved in writing by the Commonwealth.

## 6B. Structured Mentoring Activities

*Nature of activities to be provided*

6B.1 The Provider must provide the following Structured Mentoring Activities:

| **Structured Mentoring Activities description** |
| --- |
| *[This box contains all the key details to describe the relevant Structured Mentoring Activities. Keep paragraph 1 in and add extra detail as required]*  **Delete below text and State ‘Not Applicable’ if not relevant.**  The Provider must provide suitable Mentoring for Mentoring Participants to achieve up to the Maximum Number of Mentoring Outcomes for the Project.  Mentoring may be provided only for Job Participants or Training Participants who require Mentoring in addition to normal workplace mentoring (but does not include Training Activities):  (a) as a result of exceptional personal circumstances; or  (b) where there are multiple barriers affecting the retention and progression of the Mentoring Participant in employment.  Structured Mentoring Activities may include the provision of assistance to a Mentoring Participant’s family members and employer to address barriers external to the Participant’s workplace.  Structured Mentoring Activities must not include:   1. normal support or mentoring provided as part of the Project to Job Participants (direct employment support); 2. routine support such as attendance at sign up interviews; 3. attempts to contact a Mentoring Participant without success; 4. resumé and application preparation; 5. attendance at or preparation of cultural events; and 6. connection to other programs or services, such as apprenticeship sign-up.   A mentoring plan must be prepared for each Mentoring Participant which:   1. is negotiated with the Mentoring Participant and is specific to their needs; and 2. if relevant, involves the Mentor working with community /family members and employers.   The mentoring plan must be a living document (which is updated in response to changed circumstances or specific issues which arise) and, among other things, must detail:   1. the type of support required; 2. method of contact (e.g. telephone contact, face-to-face); 3. timeframes (e.g. weekly, monthly); 4. strategies to address identified/barriers; 5. assistance, including training, provided to Mentor to move them into employment; and 6. all Post Placement Support provided to the job participant and employer, including regular visits/contacts; and assistance provided if any.   Each mentoring plan must be available to the Commonwealth upon request and on completion of the conduct of the Structured Mentoring Activities for the Mentoring Participant.  The Provider must maintain records regarding the operation and performance of the Structured Mentoring Activities, including Participant engagement, attendance and records of interactions with all relevant entities. |

6B.2 The Provider must ensure that the Structured MentoringActivities are:

1. provided by appropriately skilled Mentors who are acceptable to each of the Mentoring Participants they are mentoring;
2. relevant to each of the Mentoring Participant’s needs; and
3. relevant to achieving the relevant Mentoring Outcome and achieving a Job Outcome.

*Number of Mentoring Outcomes and Mentoring Outcome Payments being funded*

6B.3 The Provider must provide suitable mentoring for Mentoring Participants to achieve up to the Maximum Number of Mentoring Outcomes as specified in the table at item 8.1 of Part 3 for the Project.

6B.4 For each Mentoring Participant, the Provider must submit a Participant Commencement Advice Form to the Commonwealth within 20 business days of the Participant commencing Structured Mentoring Activities.

*Eligibility requirements for Mentoring Participants for the Project*

6B.5 For a person to be a Mentoring Participant, the following eligibility requirements must be satisfied:

1. the person must be participating as a Job Participant or Training Participant under the Project; and
2. meet any other eligibility requirements specified at item 6B.6 in Part 3 below.

*Additional Mentoring Participant eligibility requirements*

6B.6 The following eligibility requirements also apply for Mentoring Participants under this Project:

| 1. The Commonwealth must not have notified the Provider in writing that the person or category of persons is not eligible, or no longer eligible with effect a date specified in the notice, to participate as a Mentoring Participant under the Project.   *[Add in any other eligibility criteria as sub-items (b), (c) etc.]* |
| --- |

6B.7Despite items 6B.5 and 6B.6 of Part 3, the Commonwealth may otherwise agree in writing that a person who is not eligible under items 6B.5 and 6B.6 of Part 3 is eligible to be a Mentoring Participant.

*Requirements for a Mentoring Outcome*

6B.8 For a Mentoring Outcome Payment to be paid to and retained by the Provider in respect of a Mentoring Participant achieving a Mentoring Outcome, the Mentoring Participant must have participated as a Mentoring Participant in accordance with this Project Agreement. The Key Pre-Requisite Requirement for the relevant Mentoring Outcome Payment for the Project must also be met.

6B.9 For the avoidance of doubt the number of hours of Structured Mentoring Activities showing in column E of the table at item 8.1 of Part 3 for the Project is the maximum number of hours the Provider may claim for Structured Mentoring Activities for the Project.

## General Activities

* 1. The Provider must deliver the following General Activities:

| **General Activities description** |
| --- |
| [*Insert a full description of the General Activities]* |

## Grant payments

*(Clause 11 and 12 of the Head Agreement)*

*Payments*

* 1. Subject to this Project Agreement, the Commonwealth will pay the Grant for the Project, which may comprise:
     1. Outcome Payments (including, if specified, Advance Payments) payable in respect of the Provider achieving Outcomes, up to the total of the maximum amount payable for Outcome Payments as specified in Column G of the following table; and
     2. General Activity Payments.

| **Activities - type** | **Participant - type** | **Outcome Payment - type** | **Key Pre-Requisite Requirement for Outcome Payment** | **Maximum Number of Outcomes**  **funded** | **Outcome Payment amount (per Outcome per Participant)**  **(GST inclusive) \***  **(Full Time Employment)** | **Maximum amount of Outcome Payments payable**  **(GST inclusive)** | **Documentary Evidence** | **Other requirements/**  **Conditions for Training** |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **(A)** | **(B)** | **(C)** | **(D)** | **(E)** | **(F)** | **(G) (=E x F)** | **(H)** | **(I)** |
| Employment Specific (delete this row before finalising agreement) |  |  |  |  |  |  |  |  |
| [Insert Activities type e.g. Job Activities, Training Activities]  [Use a separate line for each participant type category/outcome payment type] | [Insert Participant type e.g. Job Participants – urban, Job Participants – regional  Training Participant – skilled trade  Training Participant – labourer] | [Insert type of outcome payment e.g.  Job Outcome – Commencement  Job Outcome – 13 week  Job Outcome – 26 week  Training Outcome – Commencement  Training Outcome – Completion] | [For commencement of job, insert “Commencement of Job Participant in a job”; For others insert e.g. “13 weeks continuous employment of Participant” or “26 weeks continuous employment of Participant”  For training insert: “Commencement of training of Training Participant” or “Completion of [insert type of training] for training Participant] | [Insert details of number of places for Job Participants or Training Participants of the type listed in the second column. You must use a clearly identified separate row for each separate group of Job Participant types or Training Participant types and Outcome Payment type] | [Insert $]  [Insert amount for each Job Participant of the relevant type] | [Insert $] | [Insert relevant documentary evidence required to verify outcome e.g at a minimum:   * Participant Commencement Advice Form for Participant; * Confirmation of continuous employment, including payslips and/or payroll details] or [evidence of completion of training to support payment, including copies of certificate or qualifications obtained]] | [Insert any other requirements and refer to relevant sections for the Activities Type e.g. For Job Outcomes state “See item 6 of Part 3” and for Training Outcomes state “See item 6A” of Part 3, and for Mentoring Outcomes state “See item 6B’” of Part 3.] [Insert any other requirements/conditions if any e.g. at least X of these Participants must be unemployed at the time of commencement as a Participant or X number of Outcomes must be achieved by X date] |
| SBT Specific (Delete this row before finalising agreement) |  |  |  |  |  |  |  |  |
| Structured Mentoring Activities | Mentoring Participants – [insert group or type if applicable] | Mentoring Outcome | Maintenance of an up-to-date mentoring plan (as required under item 6B.1) by the Mentor for the relevant Mentoring Participant and participation of the Mentoring Participant in Structured Mentoring Activities equivalent to the number of hours being claimed | X hours of Mentoring Activities | $Y per hour of mentoring completed for a Participant | [Insert $] | [Insert relevant documentary evidence required to verify outcome] | [Insert any other requirements and refer to relevant sections for the Activities Type e.g. state “See item 6B” of Part 3. |
| School Based Traineeship Placement | School Based Traineeship Participant | School Based Traineeship Outcome – Commencement | Commencement of a School Based Traineeship Participant into a School Based Traineeship | [insert maximum number] | [Insert $] | [Insert $] | * Participant Commencement Advice Form * Participant Training Advice Form * Employment Commencement Advice Form; * Evidence of Traineeship Registration with State Training Services; * A correctly rendered Tax Invoice. | See Item 6 of Part 3. |
| School Based Traineeship Placement | School Based Traineeship Participant | School Based Traineeship Outcome – Academic Year 1 Completion | Successful completion of the Academic Year and continuation of Traineeship | [insert maximum number] | [Insert $] | [Insert $] | * Confirmation of continuous Education and evidence of ongoing Employment including payslips and/or payroll details; * Evidence of Structure Mentoring Services delivered; and * A correctly rendered invoice | See Item 6 of Part 3. |
| School Based Traineeship Placement | School Based Traineeship Participant | School Based Traineeship Outcome – Year 2 Commencement | Successful Commencement of Year 2 and continuation of Traineeship | [insert maximum number] | [Insert $] | [Insert $] | * Confirmation of commencement into Year 2 Academic Year and evidence of ongoing Employment including payslips and/or payroll details; * Evidence of Structure Mentoring Services delivered; and * A correctly rendered invoice | See Item 6 of Part 3. |
| School Based Traineeship Placement | School Based Traineeship Participant | School Based Traineeship Outcome – Year 2 Completion | Successful completion of the Academic Year and School Based Traineeship | [insert maximum number] | [Insert $] | [Insert $] | * Evidence of successful completion of the traineeship as issued by State Training Services; * Evidence of Structured Mentoring Services delivered to each Participant; * Submission of a Structured Mentoring Plan for each Participant. * Submission of a Career and Transition Plan for each Participant; and * A correctly rendered Tax Invoice. | See Item 6 of Part 3. |
| School Based Traineeship Placement | School Based Traineeship Participant | School Based Traineeship Outcome – Transition to Education/Employment Outcome – 26 Weeks | 26 weeks Year 12 Post Placement Support | [insert maximum number] | [Insert $] | [Insert $] | * Evidence of 26 weeks further education/employment post Year 12 support; * Evidence of Structure Mentoring Services delivered to each participant; and * A correctly rendered Tax Invoice | See Item 6 of Part 3. |
| School Based Traineeship Placement | School Based Traineeship Participant | School Based Traineeship Outcome – [relevant year] Commencement | Commencement of a School Based Traineeship Participant into a School Based Traineeship | [insert maximum number] | [Insert $] | [Insert $] | * Participant Commencement Advice Form; * Participant Training Advice Form * Employment Commencement Advice Form * Evidence of Traineeship Registration with State Training Services; * A correctly rendered Tax Invoice. | See Item 6 of Part 3. |
| School Based Traineeship Placement | School Based Traineeship Participant | School Based Traineeship Outcome – [relevant year] Completion | Successful completion of the Academic Year and continuation of Traineeship | [insert maximum number] | [Insert $] | [Insert $] | * Confirmation of continuous Educations and evidence of ongoing Employment including payslips and/or payroll details; * Evidence of Structure Mentoring Services delivered; and * A correctly rendered invoice | See Item 6 of Part 3. |
| First Job Placement | First Job Traineeship Participant | First Job Outcome – Commencement | Successful Commencement of a First Job Participant into part time employment | [insert maximum number] | [Insert $] | [Insert $] | * Participant Commencement Advice form; * Participant Training Advice Form * Employment Commencement Advice Form; and * A correctly rendered Tax Invoice | See Item 6 of Part 3. |
| First Job Placement | First Job Participant | First Job Outcome – 26 Weeks employment retention | Successful Completion of a First Job Participant of 26 weeks part time employment | [insert maximum number] | [Insert $] | [Insert $] | * Confirmation of continuous Education; * Confirmation of 26 weeks continuous employment, including payslips and/or payroll details; and * A correctly rendered Tax Invoice. | See Item 6 of Part 3. |
| Transitional School Based Traineeship | Transitional School Based Traineeship Participant | Transitional School Based Traineeship Outcome - Completion | Successful completion of the Transitional School Based Traineeship | [insert maximum number] | [Insert $] | [Insert $] | * Evidence of successful completion of the traineeship as issued by State Training Services; * Evidence of Structure Mentoring Serviced delivered to each Participant; * Submission of a Structured Mentoring Plan for each Participant * Submission of a Career and Transition Plan for each Participant; and * A correctly rendered Tax Invoice | See Item 6 of Part 3. |
| Post Year 12 Transitional School Based Traineeship | Post Year 12 Transitional School Based Traineeship Participant | Transition to Education/Employment Outcome – 26 weeks | 26 weeks Year 12 Post Placement Support | [insert maximum number] | [Insert $] | [Insert $] | * Evidence of 26 weeks further education/employment post Year 12 support; * Evidence of Structured Mentoring Services delivered to each participant; and * A correctly rendered Tax Invoice. | See Item 6 of Part 3. |

\* Note: The above Job Outcome Payment amounts are based on Full Time Employment.

* 1. The Commonwealth will pay a percentage only of the Job Outcome Payment amount specified in column F of the table at item 8.1 in Part 3 for the Project in respect of a Job Participant employed on a part time basis, based on the following calculation:

1. Part Time Employment A: 50% of the Job Outcome Payment amount specified for the applicable Job Participant type;
2. Part Time Employment B: 75% of the Job Outcome Payment amount specified for the applicable Job Participant type.
   1. Subject to item 8.4 in Part 3, of the maximum amount of Outcome Payments payable for the Project, the amounts showing in column A of the following table will be Advance Payments in respect of the number and type of Outcomes specified in the corresponding columns of the table, payable within 20 business days of the start of the relevant Activities Period:

| **Advance Payment amount**  **(GST inclusive)**  **(A)** | **Number of Outcomes**  **(B)** | **Participant – type /**  **Outcome Payment - type**  **to which the Advance Payment relates**  **(C)** |
| --- | --- | --- |
| [Insert amount] | [Insert number] | [Insert Participant - type] / [Insert Outcome Payment – type]  [example Job Participants – urban/ Job Outcome – 13 week] |
| [Insert other rows as required] |  |  |

* 1. The Provider must submit an correctly rendered invoice in respect of any Advance Payment (if any) within 10 business days from the start of the Activities Period for the relevant Activities.
  2. General Activity Payments and Outcome Payments under the Project will be paid within 20 business days of the Commonwealth receiving and accepting:

1. a correctly rendered invoice in accordance with item 6 in Part 2 and if applicable, item 8.4 of Part 3;
2. Documentary Evidence from the Provider, to the Commonwealth’s satisfaction, to support the claim;
3. any required reports in accordance with item 7 in Part 2, and item 9 of Part 3; and
4. any other documentation the Commonwealth reasonably requires to determine that the Provider has complied with its obligations under this Project Agreement.
   1. Subject to this Project Agreement, the Commonwealth will pay the Provider Grant payments for the Project in accordance with the following table:

| **Description** | **Maximum Amount Payable (GST inclusive)** | **Payment Date/Schedule** |
| --- | --- | --- |
| **TAEG – EMPLOYMENT [DELETE IF NOT REQUIRED]** |  |  |
| e.g. Job Outcome Payments | As per column G of the table in item 8.1 in Part 3 for the Project. | Within 20 business days of receipt by the Commonwealth of a correctly rendered tax invoice and satisfactory Documentary Evidence as required under item 8.5 in Part 3 |
| Training Outcome Payments | As per column G of the table in item 8.1 in Part 3 for the Project. | Within 20 business days of receipt by the Commonwealth of a correctly rendered tax invoice and satisfactory Documentary Evidence as required under item 8.5 in Part 3 |
| Mentoring Outcome Payments | As per column G of the table in item 8.1 in Part 3 for the Project. | Within 20 business days of receipt by the Commonwealth of a correctly rendered tax invoice and satisfactory Documentary Evidence as required under item 8.5 in Part 3 |
| General Activity Payments | $[Insert first amount of General Activity Payment payable]  [Keep inserting lines for each separate payment as required] | [Insert Payment Date and relevant payment trigger e.g. around X date, following receipt by the Commonwealth of satisfactory Interim Performance Report, or if payable upon submission of invoice insert Within 20 business days of receipt of a correctly rendered tax invoice following submission of the applicable progress report which details the Provider’s claim for the General Activity Payment] |
| Strengthening Organisational Governance (One-Off Payment)  [Delete row if not applicable or add this row if the SOG threshold is going to be hit by a newly added grant] | [This amount will be $11,000 if the Provider is registered for GST] | Within 20 business days of receipt by the Commonwealth of a correctly rendered tax invoice and satisfactory evidence of incorporation in accordance with item 8.5 in Part 3 |
| **TAEG – SCHOOL BASED TRAINING [DELETE IF NOT REQUIRED]** |  |  |
| School Based Traineeship Outcomes | $[Insert] | Within 20 business days of receipt by the Commonwealth of a correctly rendered tax invoice and satisfactory evidence of incorporation in accordance with item 8.5 in Part 3 |
| Transitional School Based Traineeship | $[Insert] | Within 20 business days of receipt by the Commonwealth of a correctly rendered tax invoice and satisfactory evidence of incorporation in accordance with item 8.5 in Part 3 |
| First Job Placement | $[Insert] | Within 20 business days of receipt by the Commonwealth of a correctly rendered tax invoice and satisfactory evidence of incorporation in accordance with item 8.5 in Part 3 |
| Post Year 12 Support | $[Insert] | Within 20 business days of receipt by the Commonwealth of a correctly rendered tax invoice and satisfactory evidence of incorporation in accordance with item 8.5 in Part 3 |
| **Total: [2021-22]** | **$[Insert]** |  |
| **Total: [2022-23]** | **$[Insert]** |  |
| **Total Grant payable:** | **$[Insert]** |  |

*Other*

* 1. The Provider:

1. must use the Grant only for the purposes of achieving the Outcomes under the Project as provided for in this Project Agreement and to conduct the General Activities for the Project (if any); and
2. is entitled to retain monies paid as an Outcome Payment (including Advance Payments) under the Project only if the relevant Outcome is achieved during the relevant Activities Period.

*Offsetting and recovery*

* 1. If the Commonwealth pays an Advance Payment, the Provider must provide written evidence to the Commonwealth’s satisfaction that demonstrates that the Provider has achieved the requisite number of Outcomes equivalent to the amount paid.
  2. The Commonwealth will offset all Advance Payments against other Outcome Payments payable until the total offset amount equals the amount of the Advance Payment paid.
  3. If the Provider:

1. fails to achieve the requisite number of Outcomes for the relevant Activities under the Project equivalent to the Advance Payment paid in respect of those Activities, or fails to provide evidence under item 8.8 of Part 3 to the Commonwealth’s satisfaction; and/or
2. has obtained any monies that it is not entitled to under the Grant for the Project,

the Provider must repay the applicable amount to the Commonwealth, and the Commonwealth is entitled to recover after giving written notice (as a debt in accordance with clauses 126 – 130 of the Head Agreement) or offset the applicable amount, or part thereof, under this or any other Project Agreement, up to the applicable amount.

*Payments from other sources*

* 1. Subject to this Project Agreement, the Provider is not entitled to Outcome Payments under this Project Agreement if it receives or is entitled to receive payment from the Commonwealth (from other Commonwealth sources) or from State, Territory or local government bodies for delivering the same or similar activities. The Commonwealth may require evidence, in a form acceptable to the Commonwealth, which demonstrates that the Provider complies with this item.
  2. Subject to this Project Agreement, the Provider is not entitled to Outcome Payments under this Project Agreement if:
     1. it receives or is entitled to receive payment from a third party (e.g. an Employment Services Provider) for, or in connection with, the delivery of the same or similar activities; or
     2. a third party is receiving payment from the Commonwealth or an Employment Services Provider for, or in connection with, the delivery of the same or similar activities for the relevant Participant.

The Commonwealth may require evidence, in a form acceptable to the Commonwealth, which demonstrates that the Provider complies with this item.

* 1. For the purposes of items 8.11 and 8.12 in Part 3, if the Commonwealth determines, in its absolute discretion, that the Provider is receiving or entitled to receive payment as described in items 8.11 or 8.12 in Part 3 the Commonwealth may:

1. make the payment of the relevant part of the Grant;
2. decide not to make the payment of the relevant part of the Grant;
3. reduce the relevant part of the Grant against any future Outcome Payments or General Activity Payments owed to the Provider.
   1. The Commonwealth may, at any time and in its sole and absolute discretion, deem activities as being the same or similar activities for the purposes of Part 3, items 8.11 or 8.12.

## Reporting

*(Clauses 52 - 58 of the Head Agreement and Part 2 Item 7 of this Project Schedule)*

*[Standard reports have their contents specified at Part 2 item 7 of the Project Schedule].*

* 1. The Provider must submit the following reports to the Commonwealth by the following due dates:

| **Report** | **Information the Report must contain** | **Due date** |
| --- | --- | --- |
| **ALL TAEG** |  |  |
| Invoices | As per item 7.1 in Part 2 | Within 20 business days of the achievement of the relevant Outcome for which a payment is being claimed or as otherwise specified in this Project Agreement or approved in writing by the Commonwealth |
| Cultural Strategy Plan | As per items 1.3 and 12.2 in Part 3 | By [date] or within 2 months of Agreement execution |
| Financial Declaration or Expenditure report [audited] or [unaudited] for General Activities | As per item 7.1 in Part 2. | [insert] |
| Commencement Report | List confirming Participants, including details of name, date of birth, expected completion date | Within 20 calendar days of participant commencing. |
| Performance report on General Activities covering the period | As per item 7.1 in Part 2 | 6 monthly, commencing from the Project Start Date.  These reports must be provided for the entire duration of the Project up to the Project End Date. |
| Post Program Report | * 1. Reporting on employment outcomes for Participants who have completed the program. The report is to include details such as the pathway and outcome of the Participant after program completion.   This report must be de-identified so that it does not contain any Personal Information that identifies any person, including the name or other Personal Information of any Participant. | Within 6 months after Project End Date. |
| **TAEG – SCHOOL BASED TRAINING [DELETE IF NOT REQUIRED]** |  |  |
| Interim Performance report on Job, Training, and General Activities | As per item 7.1 in Part 2 | 6 monthly, commencing from the Project Start Date. |
| Final Performance report on Job, Training and General Activities. | As per item 7.1 in Part 2 | 6 monthly, commencing from the Project Start Date. |
| Expenditure report for Job, Training and General Activities unaudited covering the full duration of the Project. | As per item 7.1 in Part 2 | 6 monthly, commencing from the Project Start Date. |

## Bank account details

* 1. The Provider’s bank account for the purpose of clause 13 of the Head Agreement for this Project is:

| * 1. Bank / institution name | * 1. [*Insert*] |
| --- | --- |
| * 1. Branch | * 1. [*Insert*] |
| * 1. BSB number | * 1. [*Insert*] |
| * 1. Account name | * 1. [*Insert*] |
| Account number | [*Insert*] |

## Project A − Additional Conditions

| *The following conditions apply for Employment Projects. Please refer to the General Grant ‘Additional Conditions’ document to determine whether or not additional clauses should be inserted into the Additional Conditions section.*  *Additional clauses include:*   * *Clauses dealing with expenditure of grants (e.g. a budget) and other project-specific requirements (e.g. subcontracting, assets, insurance and other Australian Government funding);* * *Clauses dealing with financial and governance risk;* * *Clauses specifying that a grant is being made from a special account or under primary legislation (e.g. grants made under the Native Title Act 1993, Aboriginals Benefit Account grants made under s 64(4) of the Aboriginal Land Rights (Northern Territory) Act 1976 or from the Remote Services Delivery special account;* * *A requirement that the Provider enter a Purposes Deed with the Commonwealth.* |
| --- |

The following additional conditions apply for this Project.

## Additional Conditions for employment-related projects

*Specified personnel*

11.1 The following persons are to deliver the Activities for this Project as specified in the following table:

| **Type of Activities** | **Persons** | **Parts of Activities the persons are to deliver** |
| --- | --- | --- |
| Job Activities | *[Put ‘None specified” if none being specified]* |  |
| Training Activities | *[Put ‘None specified” if none being specified]* |  |
| Structured Mentoring Activities | *[Put ‘None specified” if none being specified]* |  |
| General Activities | *[Put ‘None specified” if none being specified]* |  |

*No charge to Participants*

11.2 Unless otherwise agreed in writing by the Commonwealth, the Provider must not demand or receive any payment or other consideration, either directly or indirectly, from a Participant for, or in connection with, this Project Agreement.

*Referrals*

11.3 If the Commonwealth refers a person to the Provider to as a potential Participant, the Provider must use its best endeavours to engage the person as a Participant under the Project.

*No charge to employers*

* 1. The Provider must not demand or receive any payment or other consideration, either directly or indirectly, from an employer for, or in connection with this Project Agreement.

*Working with Employment Service Providers*

* 1. To the extent permitted by law, the Provider must provide Employment Services Providers with accurate and complete information on activities undertaken by a Participant registered on their caseload within ten business days of any request from the Employment Services Provider.

## Other Additional Conditions

Culturally Safe Environment

* 1. The Provider must ensure that Participants are placed in a culturally safe environment with employers.
  2. A Cultural Strategy Plan must be developed by the Provider that will report on Participants’ Cultural Safety (see Reporting Part 9). The Plan must include detail on practical actions taken by the Provider to ensure a culturally safe environment.
  3. The Provider will develop and conduct a Post Program Report that incorporates the satisfaction levels of Participants (see 9.1 Reporting). The survey must include feedback on:
     1. Program delivery
     2. Participants’ Cultural Safety
     3. Perceived cultural competence of both the Provider and Employer.

*[Insert any relevant other additional conditions here]*

ANNEXURE 1 to the Project Agreement

DEFINITIONS *(Clause 143 of the Head Agreement)*

**Reader’s Guide to the Definitions**

The Definitions below apply to all parts of this Project Agreement.

Other Definitions are located in clause 143 of the Head Agreement.

Unless the contrary intention appears, words used in this Project Agreement have the same meaning as in the Head Agreement. The following definitions also apply for this Project Agreement unless the contrary intention appears:

| **Definition** | **Meaning** |
| --- | --- |
| **Accredited Skills Training** | means training for a Training Participant which is:  (a) delivered by a registered training organisation and accredited by the Australian Skills Quality Authority to meet national standards; and  (b) directed at the Participant gaining, retaining or progressing employment opportunities. |
| **Activities** | are the activities under this Project Agreement that the Provider is required to provide to the Commonwealth’s satisfaction and may include:   * Job Activities; * Training Activities; * Structured Mentoring Activities; and/or * General Activities. |
| **Activities Period** | means the period stipulated at item 3 in Part 3 for a Project during which the specified Activities may be conducted in order to qualify for a relevant Outcome to be paid. |
| **Advance Payment** | means an amount payable by the Commonwealth under this Project Agreement in accordance with item 8.3 in Part 3, for the relevant Project, in respect of one or more Participants, which is paid in anticipation of the Provider achieving the relevant Outcome for the specified number of Participants for those Activities. |
| **Community Development Programme or CDP** | means the Community Development Programme administered by the Commonwealth. |
| **CDP Region** | means one of the CDP geographical areas identified and displayed at [lmip.gov.au/](http://lmip.gov.au/) or such other website as advised by the Commonwealth from time to time in our absolute discretion. |
| **Culturally Safe** | Culturally Safe means an environment, which is spiritually, socially and emotionally safe, as well as physically safe for people; where there is no assault, challenge or denial of their identity, of who they are what they need. |
| **Documentary Evidence** | in relation to claims for Outcome Payments means records in relation to the relevant Outcome Payment for a Project, as specified in the table at item 8.1 in Part 3, which verifies that the relevant Activities were conducted and the relevant Outcome achieved. |
| **Employment Services Provider** | means an organisation that is a provider of employment or employment-related services under the:   * + 1. Commonwealth’s jobactive employment services arrangements and the jobactive Deed 2015 – 2022 (or any agreement under which jobactive is administered);     2. Disability Employment Services and the Disability Employment Services Deed (or any agreement under which Disability Employment Services are administered); or     3. Community Development Programme and the CDP funding agreement (or any agreement under which the Community Development Programme is administered),   and includes any organisations declared by the Commonwealth to be Employment Services Providers from time to time. |
| **Full Time Employment** | means employment that:  (a) is specified as full-time within the relevant industrial award, ratified enterprise agreement or registered employer/employee agreement;  (b) if there is no specification, involves an average of 35 hours per week or more during the relevant 13 or 26 week Job Outcome Period; or  (c) if a Participant has a restricted work capacity, hours as agreed by the Parties in writing, but not less than 15 hours per week during the relevant 13 or 26 week Job Outcome Period. |
| **General Activities** | means the activities the Provider is required to undertake as specified at item 7 in Part 3, for a Project in this Project Schedule. |
| **General Activity Payment** | means an amount payable by the Commonwealth in respect of General Activities for a Project under this Project Agreement (and excludes any Outcome Payments), in accordance with item 8.6 in Part 3, for the relevant Project. |
| **General Activities Period** | means the period specified at item 3 in Part 3, for the relevant Project during which the Provider is to conduct the General Activities for that Project in order to qualify for General Activities Payments to be paid. |
| **Indigenous Job seekers** | An Indigenous Job seeker **must**:   * be of working age (15 years or over); * be actively looking for employment; * be of Aboriginal or Torres Strait Islander descent; * identify as an Aboriginal or Torres Strait Islander person; and * be accepted as such by the community in which they live, or formerly lived.[[1]](#footnote-2) |
| **Indigenous Secondary School student** | An Indigenous Secondary School student **must**:   * be enrolled in year 10, 11 or 12 at a secondary school; * be of Aboriginal or Torres Strait Islander descent; * identify as an Aboriginal or Torres Strait Islander person; and   be accepted as such by the community in which they live, or formerly lived.[[2]](#footnote-3). |
| **Industry Specific Skills Training** | means training activities for a Training Participant which are directed at the Participant gaining, retaining or progressing employment opportunities in a particular industry. |
| **JLEP** | means the Jobs, Land and Economy Programme referred to items 2 and 3 in Part 2 of this Project Schedule. |
| **Job Activities** | means the provision of a job and associated assistance to Job Participants in accordance with item 6 in Part 3, of the relevant Project in this Project Schedule. |
| **Job Activities Period** | means the period specified at item 3 in Part 3, for the relevant Project during which the Provider is to conduct the Job Activities for that Project and achieve Job Outcomes in order to qualify for Job Outcome Payments to be paid. |
| **Job Outcome** | means a Job Participant achieving any of the following:  (a) if provided for in the table of item 8.1 in Part 3 of the relevant Project - commencing a job under a Project for a Job Outcome Period in accordance with item 6 in Part 3; or  (b) commencing a job under a Project and maintaining continuous employment for a Job Outcome Period as provided for in the table of item 8.1 in Part 3, and in accordance with the requirements in items 6.13 – 6.17 of Part 3, for the relevant Project. |
| **Job Outcome Payment** | means an amount payable by the Commonwealth under this Project Agreement in accordance with the table of Item 8.1 in Part 3, of the relevant Project in respect of a Job Participant who achieves a Job Outcome and includes Advance Payments payable pursuant to item 8.3 in Part 3 |
| **Job Outcome Period** | means a period of continuous employment of a duration of:  (a) 13 weeks; or  (b) 26 weeks,  as provided for in item 6.13 – 6.17 of Part 3 for the relevant Project, which a Job Participant is required to achieve for a Job Outcome Payment to be payable in respect of that Outcome. |
| **Job Participant** | means a person who meets the eligibility requirements for a Job Participant for a Project under this Project Agreement. |
| **Key Performance Indicator** | A measure that provides information about the extent to which the activities or services meet agreed performance requirements. |
| **Key Pre-Requisite Requirement** | means the specific requirements stipulated in column D of the table at item 8.1 of Part 3. |
| **Maximum Number of Job Outcomes** | means the maximum number of Job Participants to be recruited and retained by the Provider, as specified in column E in of the table at a item 8.1 of Part 3 for a Project, and for which Job Outcome Payments will be payable to the Provider if the Participants achieve the relevant Job Outcomes, as specified in Part 3, items 6.13 – 6.20 and the table in item 8.1 in Part 3 for a Project. |
| **Maximum Number of Mentoring Outcomes** | means the maximum number of hours of Structured Mentoring Activities, as specified in column E of the table at item 8.1 of Part 3 for a Project, to be provided to Mentoring Participants by the Provider and for which Mentoring Outcome Payments will be payable to the Provider if the relevant Mentoring Outcomes are achieved. |
| **Maximum Number of Training Outcomes** | means the maximum number of Training Participants to be assisted by the Provider, as specified in column E of the table at item 8.1 of Part 3 for a Project, and for which Training Outcome Payments will be payable to the Provider if the Participants achieve the relevant Training Outcomes. |
| **Mentor** | means a person who:  (a) possesses one of the following qualifications:  i. Certificate IV in Mentoring and Coaching;  ii. Certificate IV in Mentoring Diverse Groups (Indigenous Mentoring);  iii. Diploma of Leadership Coaching and Mentoring; or  iv. Bachelor / Master of Social Work, or  v. is otherwise approved by the Commonwealth to be a Mentor for a Project; and  (b) is available out of normal business hours for family and community visits if required.  *The Commonwealth may consider elders, peers and community members for approval if they can demonstrate minimum competencies such as the capacity to recognise potential mental health issues, understanding of referral strategies, and awareness of youth vulnerabilities.* |
| **Mentoring** | means a Mentor:   1. establishing a structured and trusting relationship, and interacting, with a Mentoring Participant;   (b) providing guidance, coaching, encouragement and other support for the Mentoring Participant,  (c) to assist the Mentoring Participant to progress and retain employment opportunities. |
| **Mentoring Outcome** | means a Mentoring Participant participating in one or more hours of Structured Mentoring Activities under a Project in accordance with the requirements of item 6B of Part 3 and the Key Pre-Requisite Requirement being met for a Mentoring Outcome Payment. |
| **Mentoring Outcome Payment** | means an amount payable by the Commonwealth under this Project Agreement in accordance with the table at item 8.1 of Part 3 for a Project in respect of a Mentoring Participant who achieves a Mentoring Outcome and includes Advance Payments payable pursuant to item 8.3 of Part 3 |
| **Mentoring Participant** | means a person who meets the eligibility requirements for a Mentoring Participant as specified in Item 6B of Part 3 for a Project and has been selected by the Provider to participate in Structured Mentoring Activities under the Project. |
| **Outcome** | includes:   1. a Job Outcome; 2. a Training Outcome; and 3. a Mentoring Outcome. |
| **Outcome Payment** | means an amount payable by the Commonwealth under this Project Agreement in respect of a Participant who achieves an Outcome under the relevant Activities and includes Advance Payments (if applicable). |
| **Participant** | An Indigenous person engaged by the Provider/Grantee to enhance their employment opportunities.  An Indigenous Participant must:   * be of Aboriginal or Torres Strait Islander descent * identify as an Aboriginal or Torres Strait Islander person   be accepted as such by the community in which they live, or formerly lived.[[3]](#footnote-4). |
| **Participant Commencement Advice Form** | is a document maintained by the Provider (in a format specified by the Commonwealth) which contains details concerning a Participant’s commencement in Activities. |
| **Part Time Work** | Part time work involves a minimum of 15 hours per week and up to 34 hours per week during the relevant job outcome period of the project.   * **Part Time A – means employment that involves a minimum of 15 hours per week and up to 25 hours per week during the relevant job outcome period.** * **Part Time B** – means employment that involves a minimum of 25 and up to 34 hours per week or an average of 10 hours or more per week during the relevant job outcome period if the Participant is in receipt of parenting or carer payment. This also means if Participant has partial capacity to work, the number of hours of employment per week as assessed or as agreed by the Commonwealth in writing but not less than an average of 8 hour per week during the relevant outcome period. |
| **Pre-Employment Support** | means support that assists a Training Participant to overcome identified barriers to employment, which impede the person’s ability to attain and retain employment. |
| **Recruitment End Date** | The last date that the Grantee can recruit Indigenous Job seekers/ students to participate in their project. |
| **Related Entity** | means:  (a) those parts of the Provider other than the part of the Provider that delivers the Project;  (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) 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 items (c)(i) to (iv) of this definition, controls the Provider;  (d) 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; or  (e) any other type of entity defined in any guidelines or notified by the Commonwealth. |
| **Stream A** | Indigenous *jobactive* participants that are the most job ready and require minimal support from their providers. |
| **Stream B** | Indigenous *jobactive* participants that need their employment provider to play a greater role in making them job ready. |
| **Stream C** | Indigenous *jobactive* participants that have a combination of vocational and non-vocational issues that need to be addressed so they can take up and retain a job. These are job seekers who have complex or multiple barriers to employment as determined by Services Australia. |
| **Structured Mentoring** | Means a Mentor who:   1. provides on the job support, including assisting the Participant familiarise themselves with workplace and industry specific issues; 2. identifies issues that may impact upon a Participant’s work or training, and discussion of those issues with the Participant; 3. assists the Participant communicate with their Employer, including speaking on behalf of the Participant where requested by the Participant; 4. provides assistance and support with personal issues; and   provides assistance or advice on any other topic related to a Participant’s employment and/or training, as requested by a Participant. |
| **Training Activities** | means the provision of training for Training Participants in accordance with item 6A in Part 3 of the relevant Project in this Project Schedule. |
| **Training Activities Period** | means the period specified in item 3 of Part 3 for the relevant Project during which the Provider is to conduct the Training Activities for that Project and achieve Training Outcomes in order to qualify for Training Outcomes to be paid. |
| **Training Outcome** | means a Training Participant achieving any of the following:  (a) if provided for in the table in item 8.1 of Part 3 of the relevant Project - commencing as a Training Participant as part of Training Activities for a Project in accordance with the requirements of item 6A in Part 3 for the Project; or  (b) participating in Training Activities for a Project in accordance with the requirements of Item 6A of Part 3 for the Project and achieving the Key Pre-Requisite Requirement for a Training Outcome Payment. |
| **Training Outcome Payment** | means an amount payable by the Commonwealth under this Project Agreement in accordance with the table in item 8.1 of Part 3 for the relevant Project in respect of a Training Participant who achieves a Training Outcome and includes Advance Payments payable pursuant to item 8.3 of Part 3. |
| **Training Participant** | means a person who meets the eligibility requirements for a Training Participant for a Project under this Project Agreement. |

| **Signatures** This Project Schedule, together with the Head Agreement and any attachments to, or documents incorporated by reference into, either of them, forms a Project Agreement. **Executed as an agreement:**Commonwealth SIGNED for and on behalf of the  Commonwealth of Australia as  represented by the National  Indigenous Australians Agency by:  Name (print):   Position (print):  Signature and date:  Witness name (print):  Signature and date: Provider [*Insert appropriate signature block for the Provider depending on the organisation type. Different entities have different requirements around how they must sign a contract for it to be binding. Differences include the number of people who must sign, what the signatory’s position must be and whether a common seal must be used. The ‘Practical Guide to Entering into Contracts (Agreements)’ provides information on which signature block to use for an organisation. If in doubt, contact the organisation to check. The Programme Office can provide additional information.]*  *[Sample signature blocks have been included below. Only retain the signature block which is relevant for the Provider. Delete other signature blocks (and delete all highlighted instructions) before forwarding the document to the Provider for signature. Ensure that all lines within the signature block appear on the same page. You may adjust spacing within a signature block if you require additional space to sign.*]  *[Ensure that the ABN, ACN or ICN for the Provider matches the number on the funding application. Also ensure that you carry out a free online company (or other relevant) search to confirm that the name and ABN or ACN or ICN are correct. The ‘Practical Guide to Correctly Identifying the Parties to a Contract’ provides information on how to search a company’s details. The Programme Office can provide additional information.*] |
| --- |

[Use this signature block for a natural person (individual):]

|  |  |
| --- | --- |
| SIGNED by: |  |
| Name of signatory (print):  Signature and date: |  |
| Witness name (print):  Signature and date: |  |

[Use this signature block for a Corporations Act company where there are either two directors or a director and a secretary:]

|  |  |
| --- | --- |
| SIGNED for and on behalf of [INSERT COMPANY NAME] [INSERT ACN or ABN] in accordance with section 127 of the *Corporations Act 2001* (Cth) by: |  |
| Director’s name (print):  Signature and date: |  |
| Director/Company Secretary name (print):  Signature and date: |  |

[Use this signature block for a Corporations Act company where a common seal is used and there are either two directors or a director and a secretary:]

|  |  |
| --- | --- |
| The COMMON SEAL of [INSERT COMPANY NAME] [INSERT COMPANY ACN or ABN], the fixing of which was witnessed by: | [Seal Affixed] |
| Director’s name (print):  Signature and date: |  |
| Director/Company Secretary name (print):  Signature and date: |  |

[Use this signature block for an Indigenous Corporation registered under the CATSI Act where there are either two directors or a director and a secretary:]

|  |  |
| --- | --- |
| SIGNED for and on behalf of [INSERT NAME OF CATSI CORPORATION] [INSERT ICN] in accordance with section 99-5 of the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* by: |  |
| Director’s name (print):  Signature and date: |  |
| Director/Company Secretary name (print):  Signature and date: |  |

[Use this signature block for an Indigenous Corporation registered under the CATSI Act where a common seal is used and there are either two directors or a director and a secretary:]

|  |  |
| --- | --- |
| The COMMON SEAL of [INSERT NAME OF CATSI CORPORATION] [INSERT ICN] the fixing of which was witnessed by: | [Seal Affixed] |
| Director’s name (print):  Signature and date: |  |
| Director/Company Secretary name (print):  Signature and date: |  |

[Use this signature block for an incorporated association:]

|  |  |
| --- | --- |
| SIGNED for and on behalf of [INSERT ASSOCIATION NAME] [INSERT ABN] by: |  |
| Committee member’s name (print):  Signature and date: |  |
| Witness name (print):  Signature and date: |  |

[Use this signature block for a local council:]

|  |  |
| --- | --- |
| SIGNED for and on behalf of [INSERT NAME OF LOCAL COUNCIL] [INSERT ABN] by: |  |
| Name of signatory (print):  Signature and date:  by the authority of the Council |  |
| Witness name (print):  Signature and date: |  |

[Use this signature block for a trustee – Note that if there is more than one trustee of the Trust, you will need to duplicate this clause for each trustee. Note also that where a company is the trustee of a trust, then the company execution clause should be used with the words “as trustee of the [insert name of Trust]” added after the name and ACN of the company:]

|  |  |
| --- | --- |
| SIGNED by: |  |
| Name of signatory (print):  Signature and date: |  |
| acting as trustee of the [INSERT NAME OF TRUST] |  |
| Witness name (print):  Signature and date: |  |

[Use this signature block for a State or Territory entity that is not a legal entity in its own right].

|  |  |
| --- | --- |
| SIGNED for and on behalf of the [State of [insert name of State] OR [Northern Territory] OR [Australian Capital Territory] by [insert Government body e.g. XX High School or Department of YYY] as represented by: |  |
| Name (print):  Position (print):  Organisation:  Signature and date: |  |
| Witness name (print):  Signature and date: |  |

1. Australian Institute of Aboriginal and Torres Strait Islander Studies (AIATSIS), October 2020, https://aiatsis.gov.au/family-history/you-start/proof-aboriginality [↑](#footnote-ref-2)
2. Australian Institute of Aboriginal and Torres Strait Islander Studies (AIATSIS), October 2020, https://aiatsis.gov.au/family-history/you-start/proof-aboriginality [↑](#footnote-ref-3)
3. Australian Institute of Aboriginal and Torres Strait Islander Studies (AIATSIS), October 2020, https://aiatsis.gov.au/family-history/you-start/proof-aboriginality [↑](#footnote-ref-4)