



Education

Funding Deed

Department

The Crown in right of the State of New South Wales acting through the Department of Education

Grantee

[Click here to enter name of recipient](#)



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Details

Department	Name	The Crown in right of the State of New South Wales acting through the Department of Education (ABN 40 300 173 822)
	Division	Education and Skills Reform
	Address	PO Box 5068, Parramatta NSW 2124
Department Authorised Officer <i>(refer to clause 19-Notices)</i>	Name	Click here to enter text.
	Position	Click here to enter text.
	Address	Click here to enter text.
	Telephone	Click here to enter text.
	E-mail	Click here to enter text.
Grantee ('You')	Name	Click here to enter name of recipient
	Address	Click here to enter text.
	ABN	Click here to enter text.
Your Authorised Officer <i>(refer to clause 19 - Notices)</i>	Name	Click here to enter text.
	Position	Click here to enter text.
	Address	Click here to enter text.
	Telephone	Click here to enter text.
	E-mail	Click here to enter text.
Project	Get Back in the Game Program – [insert region]	
Grant <i>(refer to clause 4 – Paying the Grant)</i>	A maximum total amount of Click here to enter total amount of Grant (GST exclusive), payable in Instalments.	
Activity Area	[insert region] as defined by the Australian Statistical Geography Standard Statistical Area [insert]	
Commencement Date <i>(refer to clause 2- Term)</i>	Click here to enter text.	
Child Protection Clause <i>(refer to clause 12 – Child Protection)</i>	Tick if applicable <input checked="" type="checkbox"/>	

Special Conditions

If the Grantee has an existing agreement with the Department to provide any of the Activities, the following clauses may apply subject to negotiation:

SC1. The Department entered into an agreement with the Grantee dated [insert] to provide [insert brief description of the activities] (**Old Agreement**).

SC2 The parties agree that the Old Agreement is terminated and is no longer in effect on execution of this Deed. This Deed will replace the Old Agreement.

Additional Insurance Policies

Types of Insurances	Minimum Sum Insured	Tick if Required
Professional Indemnity	\$1million in respect of any one claim	✓

Terms

Definitions and Term

Definitions and Interpretation

1. Interpretation

1.1 Unless the context requires otherwise, in this Deed:

- (a) the terms set out in the left hand column of the Details have the meaning ascribed to them in the right hand column of the Details;
- (b) where any time limit pursuant to this Deed falls on a day which is not a Business Day then the time limit will be deemed to have expired on the next Business Day;
- (c) a reference to a statute, regulation, ordinance or by-law will be deemed to include a reference to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing same from time to time;
- (d) the meaning of general words is not limited by specific examples introduced by “including” or “for example” or similar expressions;
- (e) references to persons include bodies corporate, government agencies and vice versa;
- (f) references to the parties include references to respective directors, officers, employees and agents of the parties;
- (g) nothing in this Deed is to be interpreted against a party solely on the ground that the party put forward this Deed or any part of it; and
- (h) where an expression is defined, any other grammatical form of that expression has a corresponding meaning.

1.2 Definitions

Activity means the activity(s) described in **Schedule A – Activities**, which aim to fulfil one or more of the Objectives of the Project.

Activity Area means [insert].

Activity Period means the period specified in **Schedule A – Activities** during which the Activity must be completed.

Approval means any certificates, qualifications, licences, consents, compliance reports, permits, approvals, authorities, authorisations, waivers, exemptions, registrations or requirements of any Law.

BIG means Back in the Game.

Business Day means any day other than a Saturday, Sunday or public holiday in New South Wales.

Child Protection Laws mean

- (a) *Child Protection (Working with Children) Act 2012* (NSW);
- (b) *Child Protection (Working with Children) Regulation 2013*;
- (c) *Children (Education and Care Services) National Law* (NSW);
- (d) *Children and Young Persons (Care and Protection) Act 1998* (NSW); and
- (e) all related laws concerning child protection

Claim means any cost, expense, loss, damage, claim, action, proceeding or other liability (whether in contract, tort or otherwise), excluding consequential and indirect loss, however arising and includes legal costs on a solicitor client basis.

Confidential Information of a party means all trade secrets, financial information and other commercially or scientifically valuable information of whatever description and in whatever form (whether written or oral, visible or invisible) which:

- (a) is by its nature confidential;
- (b) has been designated as confidential by a party;
- (c) is capable of protection at common law or equity as confidential information; or
- (d) is derived or produced partly from the information in paragraphs (a), (b) or (c) above

but does not include information that:

- (e) is in the public domain; or
- (f) is independently known or developed by the party receiving the information; other than as a result of a breach of this Deed or any other obligation of confidentiality owed by or to any other person.

Correctly Rendered Invoice means an invoice rendered in accordance with the Department's requirements, as advised to you by the Department.

Deed means this funding deed document and includes the Details, Terms, schedules, annexures, and any other schedules, annexures or other documents cross-referenced in this deed.

GBIG means Get Back in the Game.

GIG means Get in the Game.

GST Law means *A New Tax System (Goods and Services Tax) Act 1999*.

Instalments means that part of the Grant which the Department pays to you in the amounts and on the dates set out in **Schedule A – Activities**.

Intellectual Property or IP includes:

- (a) all rights in relation to copyright, inventions, plant varieties, trademarks, designs, patents; and
- (b) all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields including trade secrets and know-how,

but does not include Moral Rights.

Laws means all laws, statutes, regulations, by laws, ordinances, orders, awards, proclamations and local laws of the Commonwealth, a State or Territory, any local government or a Government Agency together with any binding requirements and mandatory approvals (including conditions) of the Commonwealth, a State or Territory, any local government or a Government Agency.

Moral Rights has the same meaning as in the *Copyright Act 1968 (Cth)*.

Notice means any approvals, consents, instructions, orders, directions, statements, requests and certificates, or other communication one party gives to another party in writing under this Deed.

Objectives means the objectives of the Activities described in **Schedule A – Activities**, which are the agreed results you must achieve and ensure your subcontractors achieve.

Personal Information has the same meaning as in applicable Privacy Laws and includes 'Sensitive Information' such as health information.

Personnel of a person includes that person's employee, agent, officer or contractor. A reference to your Personnel does not include the Department's Personnel. A reference to the Department's Personnel does not include you.

Policy means any policies, standards, guidelines or codes of the Department or the NSW Government relevant to the performance of the Activity by You, as amended or replaced from time to time during the term of the Deed.

Privacy Laws mean

- (a) *Privacy Act 1988 (Cth)*;
- (b) *The Privacy and Personal Information Protection Act 1998 (NSW)* – as if it is a 'public sector agency'; and
- (c) *The Health Records and Information Privacy Act 2002 (NSW)*.

Project Material means material created as part of or in performance of the Project including any documents or data.

Standards means:

- (a) any applicable Australian standards and other nationally recognised standards;
- (b) any standards stated in the Deed; and
- (c) any standards which the Department notifies You or, from time to time, during the term of the Deed.

WHS Law means the *Work Health & Safety Act 2011*, regulations, codes of practice and other instruments under that Act.

2. Term

2.1 This Deed will commence on the Commencement Date.

2.2 Unless terminated earlier, this Deed will end:

- (a) once you have completed the Project to the Department's satisfaction and the Department has paid all Instalments due; or
- (b) 30 June 2024;

whichever is the earliest.

What you must do

3. Your obligations

3.1 You must:

- (a) comply with all terms and conditions in this Deed;
- (b) ensure the Grant or any Instalment is used only for the approved Project;
- (c) ensure each Activity is completed within the Activity Period in accordance with this Deed;
- (d) perform the Activities with due professional care and skill;
- (e) comply with the reporting requirements set out in **Schedule A – Activities**;
- (f) achieve the key performance indicators in **Schedule A – Activities**;
- (g) comply with all Laws, Policy and Standards that are relevant to the performance of the Activity by You, and this Deed;
- (h) maintain sufficient capability and resources to meet your obligations under this Deed;
- (i) perform your obligations under this Deed in a cost effective manner consistent with any required levels of quality and performance;
- (j) procure, obtain (at your own cost) and comply with any Approval necessary for You to perform the Activity and this Deed, and upon the request of the Department produce evidence of any Approval to the Department's satisfaction;
- (k) comply with all policies, guidelines and reasonable directions the Department provides to you;
- (l) prevent nuisance or inconvenience to anyone who may be affected when carrying out the Activities.

3.2 Without limitation to the Department's rights at law or under this Deed, if you fail to meet any specified key performance indicators, you must at no additional cost to the Department:

- (a) use all reasonable endeavours to correct the issue which caused the failure;
- (b) if the Department requests, re-perform those Activities which gave rise to the failure;
- (c) arrange all additional resources reasonably necessary to perform the Activities in accordance with this Deed; and
- (d) if the Department requests, provide a detailed report on the steps you have taken to prevent similar future non-compliance.

3.3 You must:

- (a) (information true, accurate and complete) ensure that all information You provide the Department (including all under all reporting requirements under this Deed) is true, accurate, complete and not misleading in any way;
- (b) (notify any issues) if You become aware of any untrue, inaccurate, incomplete or misleading information that has been provided to the Department, then You must immediately notify the Department of the details; and
- (c) (no unethical, dishonest or detrimental conduct) act in good faith and not act in any way that could be seen to be unethical, reckless, illegal or dishonest conduct, in relation to any matter.

3.4 You must not expend any part of the Grant, without the Department's prior written approval, to:

- (a) provide security for any purpose;
- (b) make a loan or gift for any purpose;
- (c) make payments that are inconsistent with the Objectives and the Activity;
- (d) reimburse expenses that You incurred prior to the Commencement Date;
- (e) relieve cash flow problems in the delivery of Your other services or activities funded from other sources; or
- (f) purchase any asset.

4. Personnel

4.1 You must employ only such persons in respect of this Deed who hold all necessary licences and consents.

4.2 You must employ persons in respect of this Deed who are, or who are adequately supervised by persons who are skilled, qualified, experienced and trained in providing the Activities or similar activities.

4.3 You must ensure that your Personnel involve in providing the Activities satisfactorily complete a criminal record check and any other pre-engagement character clearance as requested by the Department.

4.4 Without limiting your obligations to comply with Laws, the Department requires you to arrange for your Personnel engaged in the performance of the Activities to comply with any Working

with Children Check requirements in compliance with the *Child Protection (Working with Children) Act 2012* and all related Laws concerning child protection.

5. Subcontractors

5.1 You:

- (a) must not, without the prior written consent of the Department, subcontract the performance of any part of the Activities. In giving written approval, the Department may impose such terms and conditions as it thinks fit;
- (b) remain fully responsible for the performance of the Activities if you subcontract the performance of any part of those Activities; and
- (c) must engage any subcontractors under written agreement on terms consistent with this Deed.

6. Work health and safety

6.1 You must:

- (a) ensure the health and safety of all people who your activities may affect under this Deed, including your employees and subcontractors and members of the public, in compliance with the WHS Law;
- (b) undertake your own identification and detailed analysis of all work health and safety risks associated with the Activities; and
- (c) develop and implement a job safety analysis and a site-specific safety management plan.

6.2 You warrant and represent that you have, and will ensure that your subcontractors have:

- (a) the necessary resources in place to comply with the WHS Law; and
- (b) taken all necessary measures to identify reasonably foreseeable hazards in relation to the Activities which could potentially give rise to health and safety, and have taken all necessary measures to assess and eliminate or control the risks arising from those hazards.

About the Grant

7. Paying the Grant

7.1 The Department will pay the Instalments in accordance with **Schedule A – Activities** on the condition that the Department receives a Correctly Rendered Invoice from you that clearly identifies the Instalment you are claiming.

7.2 Notwithstanding **clause 7.1**, if the Department pays you an Instalment, this does not constitute an admission that the performance of the Project is in conformity with this Deed and no payment will be deemed to release you from your obligations under this Deed.

8. Withholding, Suspension, Changes to Instalments and Repayment

- 8.1 The Department may change the amount of the Instalment by issuing you with a Notice setting out the details of the changes. The Department will use reasonable efforts to provide reasonable notice of a decrease, however a decrease may occur immediately.
- 8.2 If you are not complying with this Deed, the Department may withhold or suspend payment of an Instalment until you comply with your obligations to the Department's satisfaction.
- 8.3 If the Department withholds or suspends an Instalment you must continue to perform your obligations under this Deed.
- 8.4 You must repay within 28 days of a Notice of demand being received:
- (a) any Instalment spent in breach of this Deed;
 - (b) all unspent Instalments;
 - (c) any overpayment; and
 - (d) any interest earned on any Instalment required to be repaid.
- 8.5 Where you have failed to comply with this Deed, the Department will calculate the amount of repayment (if any) you must make with regard to the extent you have failed to complete the Activities of the Project.
- 8.6 Where the Department has notified you to refund or repay any monies owing to it under this Deed, and You have not done so within the period specified in the demand, the Department may:
- (a) recover the amount as a liquidated debt immediately due and payable to the Department; or
 - (b) set the amount off against any other amount payable by the Department to You, whether under this Deed or otherwise; or
 - (c) terminate the Deed in accordance with **clause 20**.
- 8.7 Any repayment the Department claims from you under this **clause 8** will be a debt due and owing by you to the Department.

9. Holding of Grant

- 9.1 Each Instalment must be held in trust for the benefit of the Department from the date it is received either:
- (a) in a separate bank account used solely in connection with the Grant; or
 - (b) into a general bank account provided that sufficient accounting controls are in place to track the expenditure of the Grant.

10. GST

- 10.1 Unless otherwise indicated, all consideration for any supply under this Deed is exclusive of any GST imposed in relation to the supply.
- 10.2 If:

- (a) despite any other provision of this Deed, GST is imposed on a supply you make to the Department under this Deed; and
- (b) the Department is or will be entitled to receive an input tax credit (as defined in the GST Law) in relation to that supply,
- (c) the Department will pay you an additional amount equal to the GST imposed on that supply, at the time and in the manner payment is otherwise payable under this Deed in relation to that supply.

10.3 You must be registered under the GST Law at the time of making any supply under this Deed on which GST is imposed.

10.4 If you are not registered under the GST Law as required under **clause 10.3**, you will not be entitled to receive any additional amount as provided under this **clause 10**.

10.5 If for any reason the Department pays you an amount under this **clause 10** which is more than the GST imposed on the supply, you must repay the excess to the Department on demand or the Department may set off the excess against any other amounts due to you.

Material and Information

11. Reporting Requirements

11.1 You agree to provide the Department with written progress reports at the times and containing the information specified in **Schedule A – Activities** (“Progress Reports”) in the form required by the Department.

11.2 You must also provide any other information the Department reasonably requires from time to time concerning the Project.

11.3 If any Progress Report contains information confidential to you, you should mark the relevant parts of the report accordingly.

11.4 To the extent a Progress Report contains Personal Information, You must obtain all written consents necessary for You and the Department to use and disclose the information for purposes related to the Project and the Department’s internal, non-commercial purposes.

11.5 If you are unable to provide written evidence demonstrating compliance with this Deed, then you will be taken to have not complied with the Deed.

11.6 You must provide financial statements of income and expenditure in respect of the Grant (‘the Statements’) to the Department within 60 Business Days after:

- (a) completion of the Activity or any termination of this Deed, whichever is the earliest; and
- (b) the completion of each Financial Year in which a Grant is made.

11.7 The Statements must include a definitive statement as to whether:

- (a) the financial information for the Project represents the financial transactions fairly and is based on proper accounts and records; and

(b) the Grant was expended for the Project and in accordance with this Deed.

11.8 You must keep financial accounts and records relating to the Project so as to enable:

- (a) all receipts and payments related to the Project to be identified in your accounts and reported in accordance with this Deed;
- (b) unless notified by the Department, the preparation of financial statements in accordance with Australian Accounting Standards; and
- (c) generation of an income and expenditure statement for each financial year of the Project with the budget, including:
 - i. a comparison of the income and expenditure in each financial year; and
 - ii. the audit of those records in accordance with Australian Auditing Standards.

11.9 You must complete any document required under this **clause 11** to the Department's satisfaction ("**Documentation**"). If the Department (acting reasonably) is not satisfied with the Documentation provided:

- (a) the Department may return to You the Documentation with instructions for satisfactory completion;
- (b) You must complete and re-submit to the Department the Documentation in the time specified by the Department (acting reasonably) or if no time is specified, within a reasonable time.

11.10 You must immediately, and in any event not more than 1 Business Day after becoming aware, notify the Department in writing:

- (a) of any matters You reasonably consider may affect Your ability to carry out the Activity or meet the obligations under this Deed;
- (b) if You are unable to carry out the Activity within the monetary limit of the Grant or within the Activity Period;
- (c) of any matter that may affect Your eligibility to continue receiving the Grant; and
- (d) of any allegation of misconduct or dishonesty concerning You or Your Personnel.

11.11 You consent to the Department's use and disclosure (including disclosure to third parties) of the Reports and additional documentation provided, for purposes related to the Project and the Department's internal, non-commercial purposes.

12. Intellectual Property

12.1 Intellectual Property in all Project Material vests in the Department, unless otherwise stated in the Special Conditions.

13. Confidential Information

13.1 Each party must maintain the confidentiality of all Confidential Information it receives from the other party, including the amount of the Grant, except in accordance with **clause 16** (Public Announcements and Acknowledgement) or as otherwise agreed in writing.

13.2 Where that party is the Department it may disclose Confidential Information:

- (a) to the responsible Minister administering the Department and their personal and departmental advisers;
- (b) in response to a request by the Parliament or a Committee of the Parliament of the State of NSW;
- (c) where disclosure is required to be made in accordance with established governmental policies, procedures or for public accountability purposes.

13.3 Before You disclose any Confidential Information You must:

- (a) notify the Department as soon as reasonably practicable after You become aware that disclosure is required;
- (b) give the Department a reasonable opportunity to comment on the requirement for, and the proposed form of, the disclosure; and
- (c) take all reasonable steps required by the Department or by Law to limit or restrict the disclosure of the relevant Confidential Information.

13.4 If a party becomes aware of a suspected or actual breach of this **clause 13** the party will immediately notify the other party and take reasonable steps required to prevent or stop the suspected or actual breach.

13.5 You warrant that You and Your Personnel are aware of and will comply with the obligations of confidentiality in this **clause 13**.

14. Privacy

14.1 You will:

- (a) ensure that Personal Information that is provided by the Department or collected by you under or in connection with this Deed is used only for the purposes of this Deed and is protected against loss, unauthorised access, use, modification and disclosure, or against other misuse;
- (b) not disclose any Personal Information without the written consent of:
 - i. the individual to whom the Personal Information relates; or
 - ii. the Department,unless otherwise required or authorised by Law.

- (c) comply with, including when dealing with the Personal Information, all applicable Privacy Laws; and
- (d) include equivalent requirements regarding Personal Information (including this **clause 14**) in any subcontract entered into for the provision of any of the Activities under this Deed.

14.2 When You collect Personal and/or health information as defined by *Privacy and Personal Information Protection Act 1998* (NSW), the *Health Records and Information Privacy Act 2002* (NSW) and the *Privacy Act 1988* (Cth) (“Privacy Legislation”), you must comply with the Privacy Legislation.

14.3 When collecting information in accordance with Privacy Legislation You and Your Personnel must:

- (a) only collect information that is reasonably necessary to perform a function or activity of the service provider;
- (b) collect information directly from participants unless they are under 16 years of age or do not have capacity to understand the purpose for collection in which case it can be collected from a parent/carer;
- (c) notify participants of the following:
 - i. The fact the information is being collected;
 - ii. The purpose for the collection;
 - iii. The intended recipients of the information;
 - iv. Whether the supply of the information is required by Law or voluntary and any consequences for the individual if the information is not provided;
 - v. The existence of any right of access to and correction of the information;
 - vi. The name and address of the agency that is the collecting the information and the agency that is to hold the information; and
- (d) take reasonable steps to ensure the information is relevant to the purpose for which it is collected, is not excessive, is accurate, up to date and complete and does not unreasonably intrude on the personal affairs of the individual.

14.4 You must not:

- (a) use Personal Information other than for the purposes of undertaking the Activity, unless required or authorised by Law;
- (b) disclose Personal Information without the consent of the Department, unless required or authorised by Law; or
- (c) transfer Personal Information outside of Australia without the consent of the Department.

14.5 You must obtain consent for the collection of all information required under this Deed. A collection notice and consent form must accompany all collections and the consent form must identify the participant and be signed and dated by the participant or their parent or guardian. A copy of the consent must be kept on the participant's file. You must ensure that any consent provided should be renewed on a regular basis. When there is to be a change in the use or disclosure of participant information, participants must be notified and consent obtained.

14.6 You are required to fully co-operate with the Department to enable the Department to respond to applications for access to, or amendment of a document containing an individual's Personal Information and to privacy complaints.

14.7 You must immediately notify the Department on becoming aware of any breach, suspected breach or complaint alleging something that would, if proved, be a breach of **clause 14** and provide full details of the breach, suspected breach or complaint.

15. Child Protection

15.1 This **clause 15** applies if specified as being required in the Details.

15.2 Child Protection Laws

- (a) You acknowledge that you are aware of the requirements of the Child Protection Laws.
- (b) You must ensure that you comply with:
 - i. The requirements of the Child Protection Laws; and
 - ii. Policies of the Department relating to child protection as notified to you from time to time.
- (c) You must, at your own cost, certify that you and your Personnel are not a 'prohibited person' under any Child Protection Laws and undergo any screening, such as 'Working with Children Checks', as required by Law or the Department. To be clear, any of your Personnel who are a 'prohibited person' must not provide any Activities or services which involve contact with children in connection with this Deed.

15.3 Information Sharing

- (a) You must immediately notify the Department of any matters you become aware of which may impact the welfare or safety of a child.
- (b) You must immediately notify the Department of any charges or allegations related to 'serious criminal offences' or any personnel. A 'serious criminal offence' means any offence punishable by imprisonment of 12 months or more.

16. Public Announcements and Acknowledgement

16.1 You must:

- (a) seek the written consent of the Department prior to making any public announcement in any medium about the Project;
- (b) subject to having obtained the Department's written consent required under **clause 16.1(a)**, acknowledge the support of the Department, as directed by the Department from time to time:
 - i. in any public statements about the Project;
 - ii. on the home page of any web site established in connection with the Project;
 - iii. on any equipment or other facility funded wholly or in part by the Department;
- (c) During the term of the Deed, use the Department's logo when acknowledging the Department's support of the Project in compliance with the NSW Government Brand Guidelines.

16.2 The Department may, without seeking any input or approval from you, publish the title and brief description, including outcomes, of the Project and the amount of the Grant.

16.3 You must, and ensure that your Personnel will, maintain the Department's good name and reputation. This includes taking no action which prejudices that good name and reputation. It also includes ensuring that you deliver the Project in a competent, courteous, safe, reliable manner and to 'best practice' standards.

17. Complaints Procedure

- 17.1 Within 28 Business Days of the Commencement Date, You must prepare and submit to the Department a user-friendly complaint management plan which allows You to respond to complaints about an Activity under this Deed (“Complaints Management Plan”).
- 17.2 Upon receiving the Complaints Management Plan, the Department may approve or reject it and advise you of any changes it requires to be made to the Complaints Management Plan.
- 17.3 If the Department rejects the Complaints Management Plan in accordance with **clause 17.2**, You must within 2 Business Days of being advised of any required changes by the Department re-submit the Complaints Management Plan incorporating any requested changes made by the Department.
- 17.4 The process outlined at **clause 17.2** and **17.3** will continue until the Department approves the Complaints Management Plan for use.
- 17.5 At the request of the Department, You must provide the Department access to any information regarding a complaint, including records and any other materials or information relevant.

Dealing with Risk

18. Disclosure of Information

- 18.1 You acknowledge that, under the *Government Information (Public Access) Act 2009*, the Department may be required to publicly disclose information about this Deed, for example at <https://tenders.nsw.gov.au>.
- 18.2 You must, within 7 Business Days of receiving a written request, provide the Department with immediate access to the following information contained in records held by you:
- (a) Information that relates directly to the Activity.
 - (b) Information collected by you from your clients in relation to the Activity; and
 - (c) Information received by you from the Department in relation to the Activity.
- 18.3 None of the disclosure obligations in this **clause 17** require the disclosure of:
- (a) the commercial-in-confidence provisions of a contract;
 - (b) any matter that could reasonably be expected to affect public safety or security; or
 - (c) information which would be exempt from disclosure if it were the subject of an application under the *Government Information (Public Access) Act 2009*.
- 18.4 You must provide copies of any of the information requested by the Department at your own cost.

19. Insurance

- 19.1 You must maintain, during the term of this Deed:
- (a) a broadform public liability policy of insurance to the value of at least \$20 million in respect of each claim and in the aggregate as to the number of occurrences in the policy period;

- (b) workers' compensation insurance as required by all relevant Law relating to workers compensation;
 - (c) the Additional Insurance Policies listed in the Details for the minimum sum provided.
- 19.2 If specified as being required in the Details, a professional indemnity insurance policy must be maintained for a period of 7 years from the end of the Deed.
- 19.3 You must not do, permit or suffer any act, matter or thing or omission whereby any of the policies referred to in this clause may be vitiated, rendered void or voidable.
- 19.4 On request by the Department, you must provide a copy of valid and current certificates of currency for each or any of the policies described above.
- 19.5 Without limitation to **clause 18.1**, each party warrants that it has and will maintain appropriate insurance to cover any liability it may incur in relation to this Deed.

20. Indemnities

- 20.1 You must indemnify and keep indemnified the Department, the Crown in right of the State of New South Wales and their officers, employees and agents from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred or suffered by, or made against, any of those indemnified arising directly or indirectly from any Claim by any person as a result of or in connection with:
- (a) the Grant or the use of any outcomes from the Project;
 - (b) your breach of this Deed;
 - (c) any unlawful or negligent act or omission by you, your employees or your subcontractors in connection with this Deed;
 - (d) any illness, injury or death of any person you, your employees or your subcontractors cause or contribute to, in connection with this Deed;
 - (e) any loss or damage to real or personal property you, your employees or your subcontractors cause or contribute to, in connection with this Deed; or
 - (f) any act or omission by you, your employees or your subcontractors in connection with this Deed that is in infringement of any Intellectual Property, or privacy rights of the Department or any third party.
- 20.2 Your liability to indemnify the Department under this clause will be reduced proportionately to the extent that any negligent or unlawful act or omission by the Department, its officers, employees or agents contributed to the relevant loss or liability.
- 20.3 Your liability to indemnify the Department under this clause does not exclude or reduce the liability of, or benefit to, a party that may arise by operation of the common law, statute or the other terms of this Deed.

Terminating the Deed

21. Termination

- 21.1 The Department may, at any time upon written Notice, terminate the Deed for its convenience.
- 21.2 If the Deed is terminated under **clause 20.1** (termination for convenience) You will be entitled to the reasonable costs (if any) that have been or will be incurred by You as a direct result of the termination of the Deed and which You cannot recoup or avoid and which would not otherwise have been incurred by You if the Deed had continued until the expiry of the Term. The Department's obligation to pay reasonable costs under this clause, is limited to the amount of the Grant as at the time of termination under **clause 20.1**.
- 21.3 Where a party has breached this Deed:
- (a) the other party may give a Notice to that party requiring it to rectify that breach within 30 days of receiving that Notice; and
 - (b) if the party which received the Notice fails to rectify that breach in time, the other party may terminate this Deed immediately by giving a further Notice.
- 21.4 Despite **clause 20.3** the Department may terminate this Deed by Notice, with immediate effect if:
- (a) you breach any of the following provisions: **clause 3** (Your Obligations), **clause 8** (withholding, suspension, changes to Instalments and repayments), **clause 9** (Holding of Grant), **clause 11** (Reporting Requirements), **clause 18** (Insurance) or **clause 23.10** (Assignment);
 - (b) the Department considers the Project no longer viable;
 - (c) the Department considers that there has been a material change in circumstances in your financial position, your structure or your identity;
 - (d) You fail to refund any monies owing to the Department under this Deed within the time advised by the Department;
 - (e) You notify the Department you are unable or unwilling to perform the Activity;
 - (f) You become insolvent, are the subject of a debtors or creditors petition under the *Bankruptcy Act 1966*, resolve to go into administration or liquidation, or if a summons for Your winding up is presented to a Court or You enter into any scheme of arrangement with Your creditors; or
 - (g) the Department is reasonably satisfied that any representation, warranty or statement made by You in connection with this Deed is untrue or misleading.
- 21.5 This **clause 20** does not exclude or reduce the rights of a party to terminate the Deed arising by operation of the common law or statute or the other terms of this Deed.
- 21.6 Termination of this Deed will be without prejudice to the rights of either party that arose before termination.
- 21.7 On termination or expiry of this Deed:
- (a) You must:
 - iv. immediately stop carrying out Your obligations in relation to the Activity;
 - v. provide all assistance requested by the Department to facilitate the smooth transition of any relevant information or knowledge from You to the

Department (or a third party) including, if requested by the Department the development of and compliance with a transition plan;

- vi. deliver to the Department all Reports and documents due under this Deed as at the date of termination or expiry of the Term; and
- vii. refund to the Department any funds owing plus any accrued interest as at the date of termination or expiration of the Deed;

- (b) each party must take all available steps to minimise any loss resulting from termination; and
- (c) the Department may, at its discretion, pay any Instalment due at the time of termination or expiration (after taking into account any rights accrued by the Department, or monies owing by You, under **clause 8**).

Other Legal Matters

22. Dispute Resolution

22.1 If a dispute arises in relation to this Deed (“a Dispute”), a party must comply with this **clause 21** before starting arbitration or court proceedings except proceedings for urgent interlocutory relief.

22.2 Within 5 Business Days of a Dispute arising the party alleging a Dispute must notify the other party in writing giving details of the dispute (Dispute Notice) in accordance with the requirements of **clause 22** (Notices).

22.3 Following receipt of a Dispute Notice, each party must refer the Dispute to a senior representative, who:

- (a) does not have prior direct involvement in the Dispute; and
- (b) has authority to negotiate and settle the Dispute.

22.4 If the Dispute is not resolved within 20 Business Days after the meeting of senior representatives as referred to in **clause 21.3** above, either party may initiate proceedings in court.

22.5 Notwithstanding the existence of a Dispute, You will continue to perform your obligations under this Deed.

23. Notices

23.1 Unless otherwise stated in this Deed, all Notices to be given under this Deed must be in writing, and hand-delivered, posted or emailed to the Authorised Officer specified in the Details or as otherwise notified in writing.

23.2 The receiving party will be deemed to have received the Notice as follows:

- (a) if hand delivered, on the day on which it is delivered or left at the relevant address;
- (b) if sent by post within Australia:

- i. if posted using Express Post, the priority letter service option of regular post, or the priority service option for Registered Mail, on the fourth Business Day after the day on which it is posted;
- ii. if posted using the regular post option, on the tenth Business Day after the day on which it is posted;

if sent by email before 5.00pm on a Business Day, when the sender sends the email, unless the sender receives an automated message that the email has not been delivered.

- (c) if sent by email after 5.00pm on a Business Day or on a day that is not a Business Day, then it will be deemed to be received on the next Business Day.

23.3 Any such mode of service will be in all respects valid notwithstanding that the party on whom service is affected may be in liquidation, bankruptcy or wound up and notwithstanding any other matter or event whatsoever.

24. General

24.1 **Survival:** The following clauses survive termination or expiry of this Deed: **clause 8** (Repayment), **clause 11** (Reporting Requirements), **clause 13** (Confidential Information), **clause 14** (Privacy), **clause 18** (Insurance), **clause 19** (Indemnities), **clause 207** (Termination), **clause 23.3** (Keeping of records), this **clause 23.1** and any other clause which by its nature is intended to survive this Deed.

24.2 **Subcontractors:** You cannot subcontract any part of this Deed without prior written consent from the Department. You remain fully responsible for the performance of the Project if you subcontract the performance of any part of the Project.

24.3 **Novation:** The Department may in its absolute discretion and without Your consent assign, novate or otherwise transfer any right or obligation under this Deed upon providing reasonable notice to You.

24.4 **Keeping of records, audit and rights of access to such records:** You:

- (a) must keep complete and accurate records and books of account with respect to your performance of the Project (the "Records"), and must retain such Records for a minimum of seven (7) years after expiry or termination of this Deed;
- (b) authorise the Department and any State or Commonwealth Government department or agency (the "Auditors") that has provided moneys to the Department for the purposes of the Project, to undertake audits, to examine and inspect, at reasonable times and on reasonable Notice, any records held by you and Records, and allow any such Records to be copied; and
- (c) provide all reasonable assistance in order for the Auditors to properly carry out the inspections and audits referred to in this clause.

24.5 **Conflict of Interest:**

- (a) You must not carry on or be involved in any capacity in an activity or business, which may conflict with, or adversely affect, your ability to carry out your obligations under this Deed.

- (b) You must establish and maintain measures to manage conflicts of interest in connection with this Deed. An example of this could include maintaining a risk register or other mechanism that provides for the appropriate management and documentation of conflicts of interest.
- (c) You warrant that no conflict of interest exists or is likely to arise in connecting with this Deed.
- (d) You will immediately notify the Department in writing if such a conflict or risk of such a conflict arises.

24.6 **Entire Deed:** This Deed states all the express terms agreed by the parties as to the matters referred to in this Deed. It supersedes all prior contracts, obligations, representations, conduct and understandings between the parties relating to the subject matter of this Deed.

24.7 **Variation:** This Deed may only be varied by agreement in writing signed by or on behalf of each party.

24.8 **Inconsistency:** If there is any inconsistency between provisions of this Deed then the order of precedence will be:

- (a) the **Details**; then
- (b) any **Special Conditions**; then
- (c) the terms of this Deed; then
- (d) any **Schedules**.

24.9 Negation of employment, partnership or agency

- (a) This Deed does not create a relationship of agency, partnership, and/or employment between the parties.
- (b) You must not represent yourself as being an employee or agent of the Department or as otherwise able to bind or represent the Department.

24.10 Waiver

- (a) If a party fails to exercise any of its rights under this Deed, or delays exercising those rights, that failure or delay will not operate as a waiver of those rights or any future rights or in any respect estop a party from relying on the terms of this Deed to their full force and effect.
- (b) Any waiver by a party of a breach of this Deed must be in writing and will not be construed as a waiver of any further breach of the same or any other provision.

24.11 **Assignment:** You must not assign or novate your obligations or interests under this Deed, without the prior written consent of the Department, which may be withheld by the Department in its absolute discretion.

24.12 **Counterparts:** This Deed may be signed in any number of counterparts which taken together will constitute one instrument.

24.13 **Governing Law:** The laws of New South Wales govern this Deed and the parties submit to the non-exclusive jurisdiction of the courts in that State.

24.14 **Warranty:** You warrant that the representative who executes this Deed on Your behalf is duly authorised to legally bind You to the terms and conditions of this Deed.

24.15 **Consequential Loss:** Each party will not in any circumstances (including for negligence) be liable for any loss of revenue, loss of profit, loss of anticipated savings or business, loss of bargain, loss or denial of opportunity (including opportunity to enter into or complete arrangements with third parties), loss of production, loss of data or goodwill or credit, loss of reputation or future reputation or publicity, loss of use, loss of interest, damage to credit rating or any indirect or consequential loss, whether arising in contract, tort (including negligence) or otherwise, in connection with this Deed.

DRAFT

Executed as a deed

Department

Signed, sealed and delivered for and on behalf of the Crown in right of the State of New South Wales acting through the **Department** by its authorised signatory but not so as to incur personal liability:

Signature of Authorised Signatory

Strike out if not applicable Electronic signature affixed by me, or at my direction, on _____

Signature of Witness

Strike out if not applicable Electronic signature affixed by me, or at my direction, on _____

Name of Authorised Signatory

Name of Witness

Position of Authorised Signatory

Address of Witness

Date

You (Company/Organisation)

Drafting Note - This signature block is for use when the Funding Recipient is a Company and must execute the Deed in accordance with the Corporations Act 2001. It must be signed by either 2 Directors, or a Director and Company Secretary.

Signed, Sealed and delivered for on and on behalf of [Click here to enter Company/Organisation name](#) Ltd in accordance with section 127 of the *Corporations Act 2001* by:

Signature of Director(1)

Signature of Director(2)/Company Secretary

Name of Director (1)

Name of Director(2)/Company Secretary

Date

Date

You (Authorised Signatory)

Drafting Note – This signature block is for use when the Funding Recipient has authorised a person to sign the agreement on their behalf. The Department must require evidence that they have the appropriate authority to sign the Deed, for example, a schedule of delegation or resolution of their board or management committee.

By entering into this Deed the signatory warrants that the signatory is duly authorised to execute this Deed on behalf of [Click here to enter name](#).

Evidence of your authority to sign this Deed may be required. This may comprise a schedule of delegations or resolution of Your board or management committee.

Signature of authorised signatory

Signature of Witness

Strike out if not applicable Electronic signature affixed by me, or at my direction, on

Strike out if not applicable Electronic signature affixed by me, or at my direction, on

Name of authorised signatory

Name of Witness

Position of authorised signatory

Address of Witness

Date

Schedule A – Activities

Get Back In the Game (GBIG) Region: [TBA]

Part A

This Part A applies to Activities delivered under the Get in the Game (GIG) program from [insert date] to [insert date] only.

For the purpose of Part A, the following definition applies:

Young People/Person means a person who is:

1. 15-19 years old;
2. resident in the Activity Area;
3. no longer be at school*, which includes
 - a. not enrolled in any school; or
 - b. with a 99-day attendance exemption in place at the time of enrolment; or
 - c. who have had NO attendance at school in the 3 months prior to enrolment;
4. not enrolled in any post-school education or training
5. not working more than 8 hours per week; and
6. not a current, active participant in any Commonwealth, NSW or any other program or service supporting youth transitions to work or study.

* A student under 17 who has not completed Year 10 of secondary schooling must remain enrolled at school or apply to transfer to TAFE or gain a full-time apprenticeship or traineeship. The Department has legal processes to ensure that young people of 'Compulsory School Age' are enrolled and attending school unless they meet specific exemption requirements. Enrolment in the GBIG program will not prevent these processes from occurring.

1. PURPOSE

1.1 You are required to provide individual client case management encompassing:

- (a) careers advice and provision of transition planning relevant to each Young Person's interests, grounded in the context of real-life employment and industry opportunities. The development of a written individual transition plan for each young person that builds on relevant exploration of career and training options, work experience, and work readiness preparation delivered or brokered by you, is a key role requirement;
- (b) building confidence, career aspirations and understandings of real work place and employer needs and expectations;
- (c) building work readiness and skills for employment opportunities and/or entry or re-entry to training or the education system;
- (d) exploring pathways linked to targeted individual participants career interests – including re-engagement in school, training programs available at TAFE NSW or other RTOs, and work experience and work-linked training opportunities including apprenticeships and traineeships;

- (e) establishing links to local or regional employers and brokering employment opportunities, including work experience, apprenticeships and traineeships and other part-time and full-time work; and
- (f) facilitate the access to wrap-around community and other services – which includes a range of community and support services as may be appropriate to support the transitions of the Young People referred to the service.

2. ACTIVITIES

2.1 In carrying out the Activities, You must ensure that:

- (a) You liaise closely with school principals, TAFE NSW, Department of Communities and Justice, Family and Community Services, and other training providers and community organisations as appropriate;
- (b) You avoid duplication of activities with organisations who are recipients of NSW or Australian Government funding supporting post school youth transitions, while encouraging use of complimentary services;
- (c) You foster genuine involvement of industry, education, training and local community partners;
- (d) You engage competent staff to deliver the contracted services who have experience in:
 - i. working in the industry such as experience in engaging with local employers;
 - ii. the delivery of youth support services;
 - iii. career and transition advice; and
 - iv. identifying and brokering training and employment opportunities, and all staff must have a current Working with Children Check (**WWCC**).
- (e) all supported Young People obtain individual case management involving:
 - i. identification of barriers to engagement in education, training or employment;
 - ii. identification of career interests and development of a written transition plan for each Young Person;
 - iii. delivering and brokering appropriate activities to support student transitions to vocational training or employment. This may involve re-engagement in schooling, alternative education provision, employability skill development and mentoring;
 - iv. negotiating access to relevant further education and training with a preference for 'Smart and Skilled' funded opportunities;
 - v. brokering work placements, part-time or full-time work opportunities, including apprenticeships and traineeships;
 - vi. assisting Young People with health, housing or other community services as required; and
 - vii. mentoring the Young People during their transition to training or employment.
- (f) where work experience, placements or employment are arranged, You must ensure:
 - i. You monitor the progress of the Young People and employers as appropriate to support participants to successfully transition;

- ii. there is a safe and supportive workplace environment for Young People, free from harassment and discrimination;
 - iii. there is supervision by competent and experienced persons from the host employer, briefed for the task;
 - iv. there is a person from the host employer who is to act as point of contact or mentor for Young People;
 - v. accurate records of career advice, mentoring and employment placements for Young People are maintained; and
 - vi. appropriate arrangements are in place in relation to such issues as insurance, transport, and safety in the workplace.
- (g) where Young People engage in education of training, You must monitor progress of the Young People, their education and/or training provider as appropriate to support the Young People to successfully transition.

2.2 You will identify disengaged Young People within the Activity Area through:

- (a) Contact information of Government school early school leavers and Year 12 completers, likely not to have made smooth transitions to further education, training or employment provided by the Department of Education;
- (b) TAFE NSW campuses within the Activity Area can refer Young People who have dropped out of their courses and are likely not to have found work or entered further study;
- (c) Referrals from non-government schools sourced directly from non-government school Principals;
- (d) Referrals should also be sourced from NSW agencies such as Department of Justice and Communities; and
- (e) Referrals may also be sourced from local community organisations concerned with the well-being of Young People.

3. ACTIVITY REGION CASE LOADS

3.1 The targeted GIG client case load for [TBA] Activity Area is [TBA] per annum (as per **clause 4.3**).

4. KEY PERFORMANCE INDICATORS

4.1 You are set targets for the following Key Performance Indicators (**KPIs**) for Young People:

- (a) Outcome 1: Enrolling Young People into the program and completing capability assessment, industry career advice and development of career and transition plans;
- (b) Outcome 2: Brokered re-engagement with or commencement of education, training or employment for a minimum of five days;
- (c) Outcome 3: Re-engagement with schooling, enrolment in VET or employment for a minimum of 12 weeks (84 days); and
- (d) Outcome 4: Re-engagement with schooling, enrolment in VET or employment for a minimum of 26 weeks (182 days).

4.2 You must progressively deliver outcomes to meet annual caseload targets.

4.3 The KPIs upon which Instalments under the Deed will be made are set out as follows:

Achievements	Description	Annual Target	Target % of caseload	Annual Cap
Outcome 1	enrolment + transition plan	[TBA]	100%	\$(TBA)
Outcome 2	engagement >= 5 days	[TBA]	75%	\$(TBA)
Outcome 3	engagement >= 84 days	[TBA]	50%	\$(TBA)
Outcome 4	engagement >= 182 days	[TBA]	40%	\$(TBA)
Activities	Specific activities or incentive funding	N/A		\$(TBA)
Disc. Fund	Money spent directly on Young People	N/A		\$(TBA)
On their path bonus	Continuous, consistent 56-day engagement at end of outcome 4	N/A		\$(TBA)

4.4 The annual targets span financial years, from 1 July to 30 June. Pro-rata targets in the commencing financial year may be calculated and provided at the discretion of the Department for any period that fall outside the annual target calculations. The targets and attainments will re-set at the beginning of the new financial year. At the discretion of the Department, pro-rata funding and targets in the commencing financial year of the Grant may be bundled with the following financial year to increase targets and available funding over an increased period of time (from the Commencement Date to 30 June 2023).

5. INSTALMENTS

5.1 The funding available for the [TBA] region for GIG:

Achievements	Description	Payment per Achievement	Annual Cap
Outcome 1	enrolment + transition plan	\$ [TBA]	\$(TBA)
Outcome 2	engagement >= 5 days	\$ [TBA]	\$(TBA)
Outcome 3	engagement >= 84 days	\$ [TBA]	\$(TBA)
Outcome 4	engagement >= 182 days	\$ [TBA]	\$(TBA)
Activities	Specific activities or incentive funding	Variable – see Part C, clause 1.1	\$(TBA)
Disc. Fund	Money spent directly on Young People	Variable – see Part C, clause 1.3	\$(TBA)
On their path bonus	Continuous, consistent 56-day engagement at end of outcome 4	Variable – see Part C, clause 1.2	\$(TBA)
TOTAL	-	-	\$(TBA)

(a) A maximum of 1 payment per outcome per participant will be paid.

5.2 Instalments in the first year will be made according to the following schedule:

Instalment	Amount	Invoice Date
Instalment One	<p>\$30,000 as an advanced payment – to be acquitted against outcomes achieved across instalment One (a) to Instalment Five.</p> <p>This payment is not an additional payment but an advance from the overall funding allocation. If the entire amount of the advance payment is not acquitted, the Department reserves the right to withhold further payments until appropriate outcomes have been achieved .</p>	Commencement Date
Instalment One (a) (only for contracts commencing prior to 1 July 2022)	<p>Payment calculated according to achievement of outcomes and activities since commencement of contract to 30 June 2022. Amount calculated using funding model, capped at pro-rata amount of annual payments available.</p> <p>Outcomes acquitted against the \$30,000 advanced payment.</p>	7 July 2022
Instalment Two	<p>Payment calculated according to achievement of outcomes and activities since 1 July 2022 to 30 September 2022. Amount calculated using funding model, capped at amount of annual payments available per achievement.</p> <p>Acquitted against the \$30,000 advanced payment.</p>	7 October 2022
Instalment Three	<p>Payment calculated according to achievement of outcomes and activities since 1 October 2022 to 31 Dec 2022. Amount calculated using funding model, capped at amount of annual payments available per achievement minus amounts paid per achievement in Instalment Two.</p> <p>Acquitted against the \$30,000 advanced payment if still relevant.</p>	13 January 2023
Instalment Four	<p>Payment calculated according to achievement of outcomes and activities since 1 January 2023 to 31 March 2023. Amount calculated using funding model, capped at amount of annual payments available per achievement minus amounts paid per achievement in Instalment Two and Three.</p> <p>Acquitted against the \$30,000 advanced payment if still relevant.</p>	7 April 2023
Instalment Five	<p>Payment calculated according to achievement of outcomes and activities since 1 April 2023 to 30 June 2023. Amount calculated using funding model, capped at amount of annual payments available per achievement minus amounts paid per achievement in Instalment Two, Three and Four.</p> <p>Acquitted against the \$30,000 advanced payment if still relevant.</p>	7 July 2023

Instalment Six	Payment calculated according to achievement of outcomes and activities since 1 July 2023 to 30 September 2023. Amount calculated using funding model, capped at amount of annual payments available per achievement.	7 October 2023
Instalment Seven	Payment calculated according to achievement of outcomes and activities since 1 October 2023 to 31 Dec 2023. Amount calculated using funding model, capped at amount of annual payments available per achievement minus amounts paid per achievement in Instalment Six.	13 January 2024
Instalment Eight	Payment calculated according to achievement of outcomes and activities since 1 January 2024 to 30 March 2024. Amount calculated using funding model, capped at amount of annual payments available minus amounts paid per achievement in Instalment Six and Seven.	7 April 2024
Instalment Nine	Payment calculated according to achievement of outcomes and activities since 1 April 2024 to 30 June 2024. Amount calculated using funding model, capped at amount of annual payments available minus amounts paid per achievement in Instalment Six, Seven and Eight.	7 July 2024

5.3 The Invoice Date is the earliest date an Invoice may be rendered.

5.4 Instalments due will be calculated by the Department using information from section 4 and 5, and data on the achievement of the KPIs and associated activities from the reporting outlined at **Part C, clause 2**. The Department will advise You of the calculated quarterly Instalment due prior to You issuing an invoice for the Instalment.

5.5 The maximum Grant payable by the Department is set out in the Contract Details.

5.6 If KPIs or activities achieved exceed the targets or annual cap, payments exceeding the annual cap will not be made and will not carry over into future financial years.

Part B

This Part B applies to Activities delivered under Back in the Game (BIG) from [insert date] to [insert date] only.

For the purpose of Part B, the following definitions apply:

Young People/Person means a person who is:

1. 15-19 years old;
2. a student enrolled in, and referred by, one of the participating schools; and
3. not a current, active participant in any Commonwealth, NSW or any other program or service supporting youth transitions to work or study.

* A student under 17 who has not completed Year 10 of secondary schooling must remain enrolled at school or apply to transfer to TAFE or gain a full-time apprenticeship or traineeship. The Department has

legal processes to ensure that young people of 'Compulsory School Age' are enrolled and attending school unless they meet specific exemption requirements. Enrolment in the GBIG program will not prevent these processes from occurring.

Schools means any of the following schools in the [TBA] region:

(a) [TBA]

1. PURPOSE

1.1 You are required to provide individual client case management encompassing:

- (a) Careers advice and provision of transition planning relevant to each Young Person's interests, grounded in the context of real-life employment and industry opportunities. The development of a written individual transition plan for each young person that builds on relevant exploration of career and training options, work experience, and work readiness preparation delivered or brokered by you, is a key role requirement;
- (b) Building confidence, career aspirations and understandings of real work place and employer needs and expectations;
- (c) Building work readiness and skills for employment opportunities and/or entry or re-entry to training or the education system
- (d) Exploring pathways linked to targeted individual participants career interests – including re-engagement in school, training programs available at TAFE NSW or other RTOs, and work experience and work-linked training opportunities including apprenticeships and traineeships;
- (e) Establishing links to local or regional employers and brokering employment opportunities, including work experience, apprenticeships and traineeships and other part-time and full-time work; and
- (f) facilitate the access to wrap-around community and other services – which includes a range of community and support services as may be appropriate to support the transitions of the Young People referred to the service.

2. ACTIVITIES

2.1 In carrying out the Activities, You must ensure that:

- (a) You liaise closely with school principals, TAFE NSW, Department of Communities and Justice, Family and Community Services, and other training providers and community organisations as appropriate;
- (b) You avoid duplication of activities with organisations who are recipients of NSW or Australian Government funding supporting post school youth transitions, while encouraging use of complimentary services;
- (c) You foster genuine involvement of industry, education, training and local community partners;
- (d) You engage competent staff to deliver the contracted services who have experience in:
 - i. working in the industry such as experience in engaging with local employers;
 - ii. the delivery of youth support services;
 - iii. career and transition advice; and
 - iv. identifying and brokering training and employment opportunities,

and all staff must have a current Working with Children Check (**WWCC**).

- (e) all supported Young People obtain individual case management involving:
- i. identification of barriers to engagement in education, training or employment;
 - ii. identification of career interests and development of a written transition plan for each Young Person;
 - iii. delivering or brokering appropriate activities to support student transitions to vocational training or employment. This may involve re-engagement in schooling, alternative education provision, employability skill development and mentoring;
 - iv. negotiating access to relevant further education and training with a preference for 'Smart and Skilled' funded opportunities;
 - v. brokering work placements, part-time or full-time work opportunities, including apprenticeships and traineeships;
 - vi. assisting participants with health, housing or other community services as required;
 - vii. mentoring the Young People during their transition to training or employment.
- (f) where work experience, placements or employment are arranged, You must ensure:
- i. You monitor the progress of the participant and employers as appropriate to support participants to successfully transition;
 - ii. there is a safe and supportive workplace environment for Young People, free from harassment and discrimination;
 - iii. there is supervision by competent and experienced persons from the host employer, briefed for the task;
 - iv. there is a person from the host employer who is to act as point of contact or mentor for Young People;
 - v. accurate records of career advice, mentoring and employment placements for Young People are maintained; and
 - vi. appropriate arrangements are in place in relation to such issues as insurance, transport, and safety in the workplace.
- (g) where Young People engage in education or training, You must monitor progress of the Young People, their education and/or training provider as appropriate to support the Young People to successfully transition.

2.2 You will identify disengaged Young People through liaising with the GBIG schools for referrals.

3. ACTIVITY REGION CASE LOADS

3.1 The targeted BIG client case load for [TBA] Activity Area is [TBA] per annum (as per **clause 4.3**).

4. KEY PERFORMANCE INDICATORS

4.1 You are set targets for the following KPIs for Young People:

- (a) Outcome 1: Enrolling Young People into the program and completing capability assessment, industry career advice and development of career and transition plans;

- (b) Outcome 2: Brokered re-engagement with or commencement of education, training or employment for a minimum of five days;
- (c) Outcome 3: Re-engagement with schooling, enrolment in VET or employment for a minimum of 12 weeks (84 days); and
- (d) Outcome 4: Re-engagement with schooling, enrolment in VET or employment for a minimum of 26 weeks (182 days).

4.2 You must progressively deliver outcomes to meet annual caseload targets.

4.3 The KPI's upon which Instalments under the Deed will be made are set out as follows:

Achievements	Description	Annual Target	Target % of caseload	Annual Cap
Outcome 1	enrolment + transition plan	[TBA]	100%	\$(TBA)
Outcome 2	engagement >= 5 days	[TBA]	75%	\$(TBA)
Outcome 3	engagement >= 84 days	[TBA]	50%	\$(TBA)
Outcome 4	engagement >= 182 days	[TBA]	40%	\$(TBA)
Activities	Specific activities or incentive funding	N/A		\$(TBA)
Disc. Fund	Money spent directly on young people	N/A		\$(TBA)
On their path bonus	Continuous, consistent 56-day engagement at end of outcome 4	N/A		\$(TBA)

4.4 The annual targets span financial years, from 1 July to 30 June. Pro-rata targets in the commencing financial year may be calculated and provided at the discretion of the Department for any period that fall outside the annual target calculations. The targets and attainments will re-set at the beginning of the new financial year. At the discretion of the Department, pro-rata funding and targets in the commencing financial year of the Grant may be bundled with the following financial year to increase targets and available funding over an increased period of time (from the Commencement Date to 30 June 2023).

5. INSTALMENTS

5.1 The funding available for the [TBA] region for BIG is:

Achievements	Description	Payment per Achievement	Annual Cap
Outcome 1	enrolment + transition plan	\$ [TBA]	\$(TBA)
Outcome 2	engagement >= 5 days	\$ [TBA]	\$(TBA)
Outcome 3	engagement >= 84 days	\$ [TBA]	\$(TBA)
Outcome 4	engagement >= 182 days	\$ [TBA]	\$(TBA)
Activities	Specific activities or incentive funding	Variable – see Part C, clause 1.1	\$(TBA)

Disc. Fund	Money spent directly on Young People	Variable – see Part C, clause 1.3	\$(TBA)
On their path bonus	Continuous, consistent 56-day engagement at end of outcome 4	Variable – see Part C, clause 1.2	\$(TBA)
TOTAL			\$(TBA)

(a) A maximum of 1 payment per outcome per participant will be paid.

5.2 Instalments in the first year will be made according to the following schedule:

Instalment	Amount	Invoice Date
Instalment One (a) (only for contracts commencing prior to 1 July 2022)	<p>Payment calculated according to achievement of outcomes and activities since commencement of contract. Amount calculated using funding model, capped at pro-rata amount of annual payments available.</p> <p>Outcomes acquitted against the \$30,000 advanced payment as outlined in Part A clause 5.2, Instalment One.</p>	7 July 2022
Instalment Two	<p>Payment calculated according to achievement of outcomes and activities since 1 July 2022 to 30 September 2022. Amount calculated using funding model, capped at amount of annual payments available per achievement.</p> <p>Acquitted against the \$30,000 advanced payment if still relevant.</p>	7 October 2022
Instalment Three	<p>Payment calculated according to achievement of outcomes and activities since 1 October 2022 to 31 December 2022. Amount calculated using funding model, capped at amount of annual payments available per achievement minus amounts paid per achievement in Instalment Two.</p> <p>Acquitted against the \$30,000 advanced payment if still relevant.</p>	13 January 2023
Instalment Four	<p>Payment calculated according to achievement of outcomes and activities since 1 January 2023 to 31 March 2023. Amount calculated using funding model, capped at amount of annual payments available per achievement minus amounts paid per achievement in Instalment Two and Three.</p> <p>Acquitted against the \$30,000 advanced payment if still relevant.</p>	7 April 2023

Instalment Five	Payment calculated according to achievement of outcomes and activities since 1 April 2023 to 30 June 2023. Amount calculated using funding model, capped at amount of annual payments available per achievement minus amounts paid per achievement in Instalment Two, Three and Four. Acquitted against the \$30,000 advanced payment if still relevant.	7 July 2023
Instalment Six	Payment calculated according to achievement of outcomes and activities since 1 July 2023 to 30 September 2023. Amount calculated using funding model, capped at pro-rata amount of annual payments available per achievement.	7 October 2023
Instalment Seven	Payment calculated according to achievement of outcomes and activities since 1 October 2023 to 31 December 2023. Amount calculated using funding model, capped at pro-rata amount of annual payments available per achievement minus amounts paid per achievement in Instalment Six.	13 January 2024

5.3 The Invoice Date is the earliest date an Invoice may be rendered.

5.4 Instalments due will be calculated by the Department using information from section 4 and 5, and data on the achievement of the KPIs and associated activities from the reporting outlined at **Part C clause 2**. The Department will advise You of the calculated quarterly Instalment due prior to You issuing an invoice for the Instalment.

5.5 The maximum Grant payable by the Department is set out in the Contract Details.

5.6 If KPIs or activities achieved exceed the targets or annual cap, payments exceeding the annual cap will not be made and will not carry over into future financial years.

Part C

This Part C applies to all Activities delivered under GBIG for the full duration of the Deed.

1. Funding available outside KPIs

Within the GBIG program, additional funding is available to You for activities, incentives for high-value outcomes, and discretionary spending for your clients. You are allocated an annual maximum cap for each of the 3 funding buckets (see **4.3 of Schedule A Part A and Part B**). This funding is set out as follows;

1.1 Activity-based funding

- (a) You can undertake or refer participants to specific activities to progress them towards work readiness or to incentivise preferred outcomes. These are paid at different rates depending on the activity. The breakdown of the amount and the Young People who receive these activities is at your discretion - allowing Young People with higher needs to receive the assistance that they need.

- (b) Activities payments will be made according to the achievement of the following, with a maximum of 1 payment per unique activity per participant;

ACTIVITY	\$
Apprenticeship or Traineeship	250
Smart & Skilled training course	200
Work experience	150
School, employment	150
Tax file number	100
Language Literacy Numeracy course	100
Bank account	100
Work readiness sessions	100
GTO Pre-employment training	100
Fee for service VET	100
Financial Literacy course	50
Resume and writing course	30
Medicare card	30
Universal student identifier	30
Other non-accredited training	30
1:1 Mentoring sessions	30
Referral accommodation support	30
Referral health/mental health support	30
My Gov account	20

1.2 On their Path Bonus

- (a) An 'On Their Path' bonus is attached to Outcome 4 if a participant has been engaged in a single, stable continuous engagement for 8 weeks prior to the achievement of their 26-week outcome. The bonus amount payable is determined based on the nature of the engagement to incentivise high value engagements such as apprenticeships and traineeships.
- (b) A maximum of 1 'On their Path' bonus payment per participant will be paid.

ENGAGEMENT TYPE TO TRIGGER 'ON THEIR PATH' BONUS	\$
Apprenticeships/Traineeships/SBAT	500
School	300
VET	300
Employment (15+ hours per week)	300

1.3 Discretionary funding

- (a) To assist Young People in achieving the specified outcomes of the program, a discretionary fund is available for ad-hoc spending to support participants with specific needs to assist in work readiness (e.g. job interview or work outfits, payment for white card training) or transitioning to education or training (e.g. learning materials). This is paid through reimbursement upon provision of a receipt for the expense.
- (b) Examples of what discretionary spending can be used for include:

General support	Activity	Crisis support	Activity
Identification	<ul style="list-style-type: none"> • Birth Certificate 	Accommodation	<ul style="list-style-type: none"> • Emergency accommodation • Short term accommodation
Transport	<ul style="list-style-type: none"> • Fares • Public Transport • Learners Permit • Driving lessons • Petrol 	Utilities	<ul style="list-style-type: none"> • Emergency payments for <ul style="list-style-type: none"> • Gas • Water • Electricity
Technology	<ul style="list-style-type: none"> • Basic Phone • SIM • Data • Dongle • Data 	Health	<ul style="list-style-type: none"> • Mental health • Medical appointments • Emergency payment for Medicines
Clothing	<ul style="list-style-type: none"> • Personal Protective Equipment • Job interview clothes 	Food	<ul style="list-style-type: none"> • Emergency food
Care	<ul style="list-style-type: none"> • Child care • Family carer 		

2. REPORTING

2.1 You must provide all mandatory data relating to the enrolment, engagements and activities for participants in the GBIG Program to the Department.

2.2 Mandatory data to report includes:

(a) Contact details and details of the participants, including information:

- i. required to be collected in the template reporting spreadsheets and bespoke Salesforce software (see clause 2.4); and
- ii. relating to participant's enrolment eligibility, their goals, barriers, and supports planned to overcome barriers.

(b) Summary of the activities completed or facilitated by You to support the participant;

(c) Whether each of the outcomes (see clause 4 'Key Performance Indicators') has been reached for each participant for the Activity;

(d) Any survey data collected by You on the participants' experience, including feedback on the Activity;

(e) Dates and types of engagements undertaken by the participant;

- (f) An itemised record of all discretionary spending made by You for each participant, including all receipts and other evidence of expenditure;
 - (g) Written evidence of enrolment eligibility as it relates to:
 - i. Enrolment exemptions;
 - ii. Attendance; and
 - iii. Referral from participating BIG schools.
 - (h) Other required information as requested, such as survey permissions, evidence of activities, and Approvals.
- 2.3 You must provide any other information or material about the participants, the Activity, the Grant or any other matter in connection with this Deed as requested in writing by the Department within the time specified by the Department.
- 2.4 You will be provided with a reporting template to enable You to meet your data collection and reporting obligations, either in the form of a template spreadsheet provided by the Department, or bespoke Salesforce software. You must update the reporting templates regularly, and review them for formal reporting purposes on a monthly basis.
- 2.5 Where You have failed to comply with the reporting requirements under this Deed, including failing to provide all required data accurately at the quarterly deadlines (30 Sept, 31 Dec, 31 Mar, 30 June) or accurately report outcome attainments, the Department may exercise its rights under clause 8.2 of the Deed. It is an important requirement that accurate and true information is reported to the Department at all times – a failure to do so may be a breach under the Deed.
- 2.6 If You find any errors in any material or information You have provided to the Department You must report it to the Department as soon as possible. It is at the discretion of the Department as to how the errors are rectified and if amendments to payments/target attainments are made.
- 2.7 You must provide a quarterly summary of the overall achievements of your program, highlights from the quarter, challenges of program delivery, and strategies your organisation is considering and / or implementing to overcome these challenges. This summary is to be completed via SmartyGrants using a standard template. Additional ad-hoc reporting may also be required upon request from the Department.
- 2.8 You must provide a minimum of 4 participant case studies annually, or 2 case studies if you are only running the GIG program. In areas where BIG and GIG programs are in place, You must provide two participant case studies annually for each element of GBIG (e.g. 2 for BIG, 2 for GIG).
- 2.9 Evidence to support eligibility into the program and achievement of stated outcomes and activities must be collected by You, kept, and shared with the Department as requested.
- 2.10 At any time, the Department may request to review any documentation related to a participant of the GBIG program to enable the Department to properly assess whether a

person is eligible to participate in the program, or as evidence of achievement of the stated outcomes and/or activities.

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