

SERVICE AGREEMENT

01/01/2017 to 30/06/2019

BETWEEN THE

STATE OF VICTORIA AS REPRESENTED BY THE ADULT,
COMMUNITY AND FURTHER EDUCATION (ACFE) BOARD

(ABN 18149951421)

AND

ALBATROSS FAMILY SERVICES

(ABN 32390500229)

Agreement no. 32659

Agreement version # 1

Contract Date: 15/02/2017

CONTENTS

Background.....	4
Details.....	5
Terms and Conditions.....	6
1. Definitions and Interpretation.....	6
Definitions.....	6
Interpretation.....	11
Priority of Documents.....	11
Governing Law.....	12
2. Term of Agreement.....	12
3. Service Delivery.....	12
Quality of Service Delivery.....	12
Continuity of Service Delivery.....	13
4. Funding.....	14
Use of Funding.....	14
Goods and Services Tax (GST).....	14
Funding Acknowledgement.....	
5. Conflict of Interest.....	16
6. Recordkeeping.....	17
6. Recordkeeping.....	
Recordkeeping.....	17
Freedom of Information.....	
Disposal of Records.....	
Ownership of Records.....	
7. Assets.....	20
Assets Purchased Entirely with Funding.....	
Assets Purchased Partially with Funding.....	
8. Reporting.....	22
9. Audit and Performance Review.....	23
10. Assignment and Subcontracting.....	23
11. Dispute Resolution.....	24
12. Suspension.....	26
Suspension of Funding.....	
13. Cessation.....	28
14. Termination of Agreement.....	29
Termination by the Authority.....	
Termination without Fault.....	
15. Transition of Services.....	32
16. Intellectual Property.....	32
17. Privacy, Data Protection and Protected Disclosures.....	
Protected Disclosure Act.....	35
18. Confidential Information.....	35
19. Indemnity.....	36
20. Insurance and Risk Management.....	37
Risk Management.....	
21. Variation.....	38
22. The Authority's Consent.....	38
23. Status of Organisation.....	38
24. Notices.....	39
25. Waiver.....	40
26. Survival.....	40
Schedule 1 Applicable Authority Policies.....	41
Schedule 2 Funding Summary, Payments, Data Collection Requirements and Service Plan(s).....	42
Schedule 3 Agreement Level Information (where applicable).....	50

AGREED for and on behalf of Albatross Family Services (ABN: 32390500229)

SIGNED by **Mr Tom Cruise** as authorised representative for **Albatross Family Services** in the presence of:

.....
Signature of authorised representative

By executing this Agreement the signatory warrants that the signatory is duly authorised to execute this Agreement on behalf of the Organisation

.....
Signature of witness

.....
Name of witness (block letters)

.....
Name of authorised representative (block letters)

.....
Address of witness (block letters)

.....
Position of authorised representative (block letters)

.....
Date

.....
Date

AGREED for and on behalf of the State of Victoria as represented by the Adult Community and Further Education Board (ABN 18149951421)

SIGNED by **Teresa Durka** as authorised representative for **the Adult Community and Further Education Board (ABN 18149951421)** for and on behalf of the State of Victoria in the presence of:

.....
Signature of authorised representative

By executing this Agreement the signatory warrants that the signatory is duly authorised to execute this Agreement on behalf of the Authority

.....
Signature of witness

.....
Name of witness (block letters)

.....
Name of authorised representative (block letters)

.....
Address of witness (block letters)

.....
Position of authorised representative (block letters)

.....
Date

.....
Date

SERVICE AGREEMENT

BACKGROUND

The Organisation and the Authority acknowledge their partnering approach to working together in good faith to achieve the objectives of this Agreement.

The Adult, Community and Further Education (ACFE) Board is a statutory authority under the Education and Training Reform Act 2006. The Organisation and the Authority share a vision to improve learning and employment outcomes for people in Victoria. Through this Agreement, the Organisation and the Authority will engage with each other cooperatively and collaboratively to achieve this vision.

The Authority will provide the Funding to the Organisation to deliver the Activity.

The Organisation will accept the Funding and use it for the delivery of the activity in accordance with the terms of this Agreement.

The role of the Adult, Community and Further Education (ACFE) Board is to advise the Minister on the provision of education and training programs and services for adults in community based and Adult Education Institution settings. The focus is on building capability of individuals and the capacity of communities.

The ACFE Board achieves these objectives through an investment process that:

- establishes relationships with viable community based adult education organisations(Learn Local organisations(LLOs) in order to invest in delivery of vocational education and training
- delivers outcomes for learners in line with government policy
- supports LLOs by providing access to specific activities and grants and utilises the facilitative and advisory roles of Regional Councils and regional staff

DETAILS

1. Authority (clause 1.1)	The State of Victoria as represented by the Adult, Community and Further Education (ACFE) Board (ABN 18 149 951 421)
2. Organisation (clause 1.1)	Albatross Family Services
3. Start Date (clause 1.1)	1 January 2017
4. End Date (clause 1.1)	30 June 2019
5. Dispute Resolution Officer (clause 1.1)	Director, Participation Branch or Executive Director, TAFE and Participation Division, Higher Education and Skills Group, Department of Education and Training
6. Organisation's Primary Contact (clause 1.1)	Rebekah Riky
7. Organisation's address	999 PLENTY ROAD KINGSBURY 3083
8. Organisation's facsimile number	
9. Organisation's e-mail address	fac@dhs.vic.gov.au
10. Authority's Primary Contact (clause 1.1)	Georgina Ryder
11. Authority's address	2 Treasury Place, East Melbourne, Victoria, 3002
12. Authority's e-mail address	DUMMY

TERMS AND CONDITIONS

1 DEFINITIONS AND INTERPRETATION

Definitions

1.1 In this Agreement:

Adult, Community and Further Education (ACFE) Board	means the entity described in item 1 of the Details.
Agreement	means these Terms and Conditions, the Details and any Schedules.
Applicable Authority Policies	means any applicable Authority policies and guidelines, as amended or replaced from time to time, including those set out in Schedule 1.
Approved Application	means the Organisation's application to the Authority for funding through an ACFE Board Grant.
Asset	means a non-consumable item of tangible property (including an Asset that becomes a fixture) that has a service life greater than one (1) year purchased, created or otherwise brought into existence whether wholly or in part with the use of the Funding.
Asset Register	means the register the Organisation will maintain under clause 7.1 [Assets].
Auditor-General	has the meaning set out in section 3 of the <i>Audit Act 1994 (Vic)</i> .
Australian Accounting Standards	means the accounting standards made by the Australian Accounting Standards Board in accordance with section 227 of the <i>Australian Securities and Investments Commission Act 2001 (Cth)</i> .
Australian Auditing Standards	means the auditing standards made by the Auditing and Assurance Standards Board in accordance with section 227B of the <i>Australian Securities and Investment Commission Act 2001 (Cth)</i> .
Authority	means the Adult, Community and Further Education Board (ACFE) Board.
Authority's Primary Contact	means the person listed in item 10 of the Details or as notified in writing from time to time by the Authority.

Background Intellectual Property	means the Intellectual Property of a party which was either created: (a) before the Start Date; or (b) independently of this Agreement, and all improvements to such Intellectual Property by the party.
Business Day	means a day other than a Saturday, Sunday or public holiday appointed under the <i>Public Holidays Act 1993 (Vic)</i> .
Business Governance Status	means organisation funded by the Adult, Community and Further Education Board's funds allocation process, are required to have an independent qualified person undertake an assessment of their business and governance status. This includes identifying if they have the business systems in place to manage a funding relationship with Government.
Certificate of Expenditure	means a certificate issued by the Organisation certifying that all of the Funding was expended for the purpose of and in accordance with this Agreement.
Change in Control	means any change during the Term in any person(s) who directly or indirectly exercises effective control over the Organisation (including the ability to determine the outcome of decisions about the financial and operating and other policies of the Organisation) by holding the majority of voting shares, units or other interests in the Organisation or by any other means, but does not include a change in respect of a Council if that change is due to an election.
Confidential Information	means information or data (including Personal Information), whether or not in a material form, that is confidential to a party or should reasonably be considered confidential. Confidential Information does not include information that is already in the public domain, unless the reason it is in the public domain is as a result of a breach of this Agreement.
Conflict of Interest	means a situation, or a risk of a situation, where an officer, board member, employee, member, volunteer, subcontractor, representative or agent of the Organisation has duties or interests arising as a result of holding a position, possessing property, engaging in a business or occupation or from contractual obligations and those duties or interests are in conflict with or might appear to be in conflict with their duties and interest under this Agreement.
Contracted Service Provider	has the meaning set out in the <i>Privacy and Data Protection Act 2014 (Vic)</i> .
Council	has the meaning set out in the <i>Local Government Act 1989 (Vic)</i> .
Day	(as opposed to "Business Day" as defined above) includes public holidays appointed under the <i>Public Holidays Act 1993 (Vic)</i> , and weekends.
Details	means the part of this Agreement entitled 'Details'.

Dispute	<p>means any dispute:</p> <ul style="list-style-type: none"> (a) arising out of this Agreement; or (b) concerning the performance or non-performance by either party of its obligations under the Agreement; or (c) concerning any decision of a party or interpretation of any clause of this Agreement.
Dispute Resolution Officer	<p>means the person assigned to the position listed in item 5 of the Details or as notified in writing from time to time by the Authority.</p>
End Date	<p>means the date set out in item 4 of the Details.</p>
Funding	<p>means money the Authority provides to the Organisation under this Agreement.</p>
Health Information	<p>has the meaning set out in the <i>Health Records Act 2001</i> (Vic).</p>
Insolvency Event	<p>means where:</p> <ul style="list-style-type: none"> (a) the Organisation is unable to pay its debts as and when they fall due; or (b) in the case of an individual, the individual enters into a scheme of arrangement with creditors or becomes bankrupt; or (c) in the case of a legal entity that is not an individual: <ul style="list-style-type: none"> (i) a receiver, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to the Organisation other than the appointment of an administrator to a Council under section 219(2) of the <i>Local Government Act 1989</i> (Vic); or (ii) the Organisation enters into a scheme of arrangement with its creditors; or (iii) the Organisation is wound up; <p>or</p> <ul style="list-style-type: none"> (d) the Organisation assigns any of its property for the benefit of creditors or any class of creditors; or (e) a person with a legal right over any assets of the Organisation takes any step towards taking possession or takes possession of those assets or exercises any power of sale; or (f) a distress, attachment or other execution is levied or enforced against the Organisation in excess of \$10,000.

Intellectual Property	<p>includes:</p> <ul style="list-style-type: none"> (a) all copyright (including rights in relation to all documents, reports, charts, drawings, data bases, software, source codes, models, systems, slides, tapes and specifications); and (b) all copyright and all rights in relation to inventions (including registered and registrable patents), registered and unregistered trade marks, registered and unregistered designs, circuit layouts, and know-how; and (c) all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.
Laws	<p>includes:</p> <ul style="list-style-type: none"> (a) Acts of the Commonwealth and the State(s) and Territory (ies) in which the Services will be delivered, and any other relevant State or Territory; and (b) ordinances, regulations, by-laws, orders and proclamations or other instruments made under those Acts referred to in paragraph (a); and (c) lawful directions by any person exercising statutory powers regarding the Services.
Licence	<p>means a non-exclusive, world-wide, everlasting, irrevocable, royalty free licence to the Authority to exercise all rights in relation to the Intellectual Property it applies to as if the licensee were the owner, including the right to sub-license. A Licence does not include the right to transfer or assign the Intellectual Property, or to seek or enforce remedies for infringements of the Intellectual Property against a third party.</p>
Material Breach	<p>means:</p> <ul style="list-style-type: none"> (i) a breach which constitutes a substantial failure in the performance of the Services and the Agreement by the Organisation; or (ii) a series of minor breaches which together constitute a substantial failure in the performance of the Services and the Agreement by the Organisation.
Ombudsman	<p>means the person appointed under section 3 of the <i>Ombudsman Act 1973</i> (Vic).</p>
Organisation	<p>means the entity described in item 2 of the Details.</p>
Organisation's Primary Contact	<p>means the person listed in item 6 of the Details or as notified in writing from time to time by the Organisation.</p>
Personal Information	<p>has the meaning set out in the <i>Privacy and Data Protection Act 2014</i> (Vic).</p>
Project	<p>means the project described in the Approved Application and any program guidelines issued by the Authority</p>

Project Intellectual Property	means all Intellectual Property (excluding Background Intellectual Property) developed, created, discovered, brought into existence or otherwise acquired (other than from the Authority) by the Organisation under this Agreement.
Protective Data Security Plan	means a protective data security plan developed under section 89 of the <i>Privacy and Data Protection Act 2014</i> (Vic).
Public Sector Agency	has the meaning set out in the <i>Privacy and Data Protection Act 2014</i> (Vic).
Public Sector Data	has the meaning set out in the <i>Privacy and Data Protection Act 2014</i> (Vic).
Record	<p>means any document within the meaning of the <i>Evidence Act 2008</i> (Vic), including:</p> <ul style="list-style-type: none"> (a) anything on which there is writing; or (b) anything on which there are marks, figures, symbols or perforations having a meaning for persons qualified to interpret them; or (c) anything from which sounds, images or writings can be reproduced with or without the aid of anything else; or (d) a map, plan, drawing or photograph <p>created, managed, maintained, brought into existence or otherwise acquired or used by the Organisation (or subcontractor) in relation to the Funding, the Services, and performance of the Organisation's obligations under this Agreement.</p>
Schedule	means a schedule to this Agreement.
Service Agreement Information Kit	means the document entitled 'Service Agreement Information Kit for Funded Organisations', which is available on the internet at http://www.dhs.vic.gov.au/facs/bdb/fmu/service-agreement
Services	means the Services described in Schedules 2 and 3.
Start Date	means the date set out in item 3 of the Details.
Subcontracting	is when the Organisation engages another organisation or person (excluding employees of the Organisation), to deliver all or part of the Services in accordance with clause 10 [Assignment and Subcontracting].
Term	means the period of this Agreement as detailed in clause 2 [Term of Agreement].
Terms and Conditions	means the part of this Agreement entitled 'Terms and Conditions'.

Interpretation

- 1.2 In this Agreement, unless it specifically states differently:
- (a) words implying one gender include the other gender; and
 - (b) the plural includes any singular and vice versa; and
 - (c) a reference to a statute, ordinance, code or other Law includes subordinate legislation, consolidations, amendments, re-enactments, and replacements of it; and
 - (d) references to this Agreement include the Details, the Terms and Conditions, and its Schedules, annexures and attachments; and
 - (e) "including" and "includes" when introducing an example, does not limit the meaning to that example or examples of that kind; and
 - (f) where a term is defined, the definition includes all grammatical forms of that term; and
 - (g) headings and references to headings contained in square brackets ("[]") are inserted for readability and do not affect the interpretation of this Agreement; and
 - (h) a reference to a person includes an entity recognised by Law including a body politic, and incorporated and unincorporated bodies.

Priority of Documents

- 1.3 Inconsistencies between the terms of this Agreement will be resolved in the following order of priority:
- (a) these Terms and Conditions; and
 - (b) the Details; and
 - (c) Schedule 1; and
 - (d) Schedule 2; and
 - (e) Schedule 3.

Governing Law

- 1.4 The laws of the State of Victoria apply to this Agreement. The Organisation and the Authority agree to the jurisdiction of the courts of the State of Victoria and courts entitled to hear appeals from those courts.

2 TERM OF AGREEMENT

- 2.1 The Agreement will start on the Start Date and will end on the End Date, unless the Agreement is terminated earlier under clause 14 [Termination of Agreement].
- 2.2 The Organisation and the Authority agree that the Authority is not obligated to continue to provide funding to the Organisation beyond the Funding set out in Schedule 2 nor to renew the Agreement at the end of the Term.

3 SERVICE DELIVERY

Quality of Service Delivery

- 3.1 The Organisation will deliver the Services in accordance with this Agreement to the reasonable satisfaction of the Authority and will at all times:
- (a) deliver the Services in a proper, timely and efficient manner using the standard of care, skill, diligence and foresight that would reasonably be expected from an expert and experienced provider of the Services; and
 - (b) act in accordance with the highest applicable professional ethics, principles and standards; and
 - (c) demonstrate a commitment to ethical practices and behaviours, and make sure that ethical practices are implemented and ethical behaviour promoted through appropriate staff training and monitoring; and
 - (d) inform the Authority about all matters the Authority should reasonably be made aware of, and provide information about the delivery of the Services that may reasonably be required by the Authority; and
 - (e) obtain and maintain any accreditation or registration required for the delivery of all or part of the Services or requested in writing by the Authority; and
 - (f) comply with:
 - (i) the Standards and performance targets listed in any Schedule in respect of the Services; and
 - (ii) all Applicable Authority Policies; and
 - (iii) all applicable Laws including Laws relating to fire protection, industrial relations and employment, and health, and general safety and taxation.

3.2 The Authority will provide the Organisation with access to all Applicable Authority Policies and Standards.

Continuity of Service Delivery

3.3 The Organisation agrees that it will not suspend or cease delivery of all or part of the Services except in accordance with clauses 12 [Suspension], 13 [Cessation] or 14 [Termination of Agreement].

3.4 Without limiting clause 3.3, if the Organisation proposes to suspend or cease delivery of all or part of the Services (other than in accordance with clauses 12 [Suspension], 13 [Cessation] or 14 [Termination of Agreement]), the Organisation will give written notice to the Authority at least three (3) months before it suspends or ceases delivery of all or part of the Services and state:

- (a) the reason(s) the Organisation will suspend or cease delivery of those Services; and
- (b) if the Services are to be suspended, how long delivery of those Services will be suspended; and
- (c) the date from which the delivery of the Services will be suspended or ceased.

3.5 If for any reason beyond the Organisation's control it is unable to comply with the time period for advance notice set out in clause 3.4 and the Organisation will suspend or cease, or has suspended or ceased delivery of all or part of the Services (other than in accordance with clauses 12 [Suspension], 13 [Cessation] or 14 [Termination of Agreement]), the Organisation will immediately give written notice to the Authority and state:

- (a) the reason(s) the Organisation will suspend or cease, or has suspended or ceased, delivery of those Services; and
- (b) if the Services are to be suspended, how long delivery of those Services will be suspended; and
- (c) the date from which the delivery of the Services will be suspended or ceased.

4 FUNDING

- 4.1 If the Organisation meets its obligations under this Agreement to the reasonable satisfaction of the Authority, the Authority will pay the Funding to the Organisation as set out in Schedule 2.
- 4.2 The Organisation and the Authority agree that payment of all or part of the Funding is not an admission by the Authority that the Organisation has met its obligations under this Agreement to the reasonable satisfaction of the Authority.
- 4.3 Clause not applicable.

Use of Funding

- 4.4 The Organisation agrees to use the Funding only for the Services and in accordance with this Agreement or as agreed by the Authority in writing.
- 4.5 The Organisation will do all things necessary to make sure that all payments made by the Organisation from the Funding (including payments to subcontractors) are correctly made and properly authorised and that the Organisation maintains proper and diligent control over the incurring of all liabilities.
- 4.6 The Organisation will not use any of the following as security for the purpose of obtaining or complying with any form of loan, credit, payment or other interest unless the Authority consents in writing:
 - (a) the Funding; or
 - (b) this Agreement including any right, title or interest created under it; or
 - (c) any Asset or Project Intellectual Property.
- 4.7 The Organisation will not spend the Funding on donations to members of State or Commonwealth Parliament or political parties.
- 4.8 If the Organisation complies with this Agreement and delivers the Services to the Authority's reasonable satisfaction, the Organisation can retain all unspent and uncommitted Funding at the expiry of the Agreement unless otherwise notified by the Authority in accordance with the terms of any Applicable Authority Policy or stated in any Schedule.
- 4.9 If, in the reasonable opinion of the Authority, the Organisation:
 - (a) does not comply with this Agreement; or
 - (b) does not deliver all or part of the Services to the Authority's reasonable satisfaction; or
 - (c) has used, spent or committed all or part of the Funding other than in accordance with this Agreement;the Authority may in its absolute discretion:
 - (i) give written notice to the Organisation requiring the Organisation to repay that part of the Funding and any GST paid to the Organisation in respect of that Funding and the Organisation will repay that amount to the Authority within thirty (30) Days, or such other time period as agreed, of receiving the written notice from the Authority; or
 - (ii) re-negotiate the delivery of Services by the Organisation.

Goods and Services Tax (GST)

- 4.10 In this clause, italicised words or expressions have the same meaning as set out in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (GST Act).

- 4.11 The Funding set out in Schedule 2 is exclusive of *GST*. If *GST* is payable on all or part of the Services under clause 4.12, it will be paid to the Organisation at the same time as the Funding set out in Schedule 2.
- 4.12 The Organisation and the Authority agree that if *GST* is payable on the *supply* of the Services by the Organisation under this Agreement, the Authority will pay the Organisation an additional amount equal to the *GST* payable on or for the *taxable supply*.

- 4.13 If GST is payable on the *supply* of the Services by the Organisation under this Agreement, unless otherwise specified in any Schedule, the Organisation and the Authority agree to a recipient created tax invoice (RCTI) arrangement under this Agreement authorised under section 29-70(3) of the GST Act and that:
- (a) the Authority at the Start Date is registered for GST and agrees that it will notify the Organisation if it ceases to be registered for GST or ceases to satisfy any of the requirements of GST Ruling GSTR 2000/10; and
 - (b) the Authority will reasonably comply with its obligations under the taxation laws; and
 - (c) the Authority can issue an RCTI in respect of a *taxable supply* made to the Authority of goods or services provided by the Organisation under this Agreement; and
 - (d) the Authority will issue a copy of each RCTI to the Organisation and retain the original; and
 - (e) the Authority will issue a copy of each *adjustment note* to the Organisation and retain the original; and
 - (f) the Authority will not issue a document that would otherwise be an RCTI, on or after the date when it or the Organisation has ceased to satisfy the requirements of GST Ruling GSTR 2000/10; and
 - (g) the Organisation will not issue *tax invoices* in respect of *taxable supplies* of goods or services to the Authority; and
 - (h) the Organisation acknowledges that as at the Start Date it is registered for GST and has an active Australian Business Number and agrees that it will notify the Authority within seven (7) Days if it ceases to be registered.
- 4.14 If, as at the Start Date the Organisation is not required by Law to be registered for GST and during the Term of this Agreement the Organisation becomes registered for GST, the Organisation will give written notice to the Authority within seven (7) Days of becoming registered for GST.
- 4.15 If for any reason the RCTI arrangement specified in clause 4.13 is unable to be implemented or ceases, the Organisation must give the Authority a *tax invoice* in respect of any *taxable supply* made to the Authority by the Organisation in connection with the Agreement prior to any payment of Funding to the Organisation.
- 4.16 Any repayment under clause 4.9 that includes an amount for GST must be accompanied by an *adjustment note* relating to *taxable supplies* for which the Authority previously issued an RCTI to the Organisation or the Organisation previously issued a *tax invoice* to the Authority.

Funding Acknowledgement

- 4.17 The Organisation will acknowledge any Funding support provided by the Victorian Government as specified in any Applicable Authority Policy and any Schedule.

5 CONFLICT OF INTEREST

- 5.1 The Organisation:
- (a) warrants that, to the best of its knowledge after making diligent inquiry, it has no actual or potential Conflict of Interest and no actual or potential Conflict of Interest is likely to arise during the Term; and
 - (b) will take all reasonable steps to ensure that no actual or potential Conflict of Interest arises during the Term; and
 - (c) will establish and maintain during the Term a written Conflict of Interest policy requiring timely disclosure of any actual or potential Conflict of Interest by all of the Organisation's officers, board members and employees, agents, volunteers and subcontractors.

- 5.2 If during the Term the Organisation becomes aware of any matter that gives rise to an actual or potential Conflict of Interest, the Organisation will:
- (a) immediately give written notice to the Authority of the actual or potential Conflict of Interest and of the steps the Organisation proposes to take to resolve or manage the actual or potential Conflict of Interest; and
 - (b) make full disclosure to the Authority of all relevant information relating to the actual or potential Conflict of Interest; and
 - (c) take such steps as the Authority may, if the Authority chooses to, reasonably require to resolve or manage the actual or potential Conflict of Interest.
- 5.3 If the Organisation fails to notify the Authority, or is unable or unwilling to resolve or deal with the Conflict of Interest as required by the Authority, the Authority may terminate this Agreement under clause 14 [Termination of Agreement].

6 RECORDKEEPING

Financial Records

- 6.1 The Organisation will keep full and accurate Records so that:
- (a) all financial transactions, including receipts and payments, from the Funding are clearly and separately identifiable; and
 - (b) if required by Law or the Authority, financial statements under the Australian Accounting Standards can be prepared; and
 - (c) if required by Law or the Authority, the Organisation's accounts and Records can be audited in accordance with Australian Auditing Standards; and
 - (d) all of the Organisation's taxation liabilities and payments can be clearly identified.

Recordkeeping

- 6.2 The Organisation will deal with all Records in accordance with the standards issued under the *Public Records Act 1973 (Vic)* (PR Act), including but not limited to:
- (a) storing the Records; and
 - (b) implementing and maintaining a recordkeeping system that creates and maintains full and accurate hard copy and / or electronic Records for all Services delivered under this Agreement; and
 - (c) ensuring the security of the Records.

- 6.3 Subject to clause 6.7, the Organisation will maintain custody of and manage the Records:
- (a) as specified by the Authority and in accordance with any Applicable Authority Policy; and
 - (b) in such a way that will allow the Records to be quickly and easily accessed, retrieved, reviewed, used and kept by the Authority and Victorian Government;
 - (c) without limitation to subclause (a) or (b), in such a way that will allow the Organisation to:
 - (i) respond to any request from the Authority for access to Records under clause 6.5; and
 - (ii) advise the Authority about Records that may fall within the scope of a request or direction received by the Authority under the *Freedom of Information Act 1982 (Vic)* or any other Law where the details of such request or direction are provided to the Organisation by the Authority in writing.

- 6.4 In addition to any other obligation under clause 6 or clause 15 [Transition of Services], the Organisation will immediately provide access to Records to the Authority or any third party nominated by the Authority at the Authority's written request in any of the following circumstances:
- (a) if required under the PR Act or any other relevant Law; or
 - (b) if requested by the Auditor-General or Ombudsman in writing; or
 - (c) for the purposes of audit and performance monitoring under clause 9 [Audit and Performance Review].
- 6.4A Except in the circumstances described in clause 6.4, and in addition to any other obligation under clause 6 or clause 15 [Transition of Services], the Organisation will provide access to Records to the Authority or any third party nominated by the Authority within five (5) Business Days of receiving a written request from the Authority.
- 6.4B Where the Organisation, acting reasonably and in good faith, is unable to comply with clause 6.4A within the time specified in that clause, the Organisation may make a written request for an extension of time in which to comply. The Authority will not unreasonably refuse to consent to a requested extension.

Freedom of Information

- 6.5 If requested by the Authority, the Organisation will advise it about all Records that may fall within the scope of a request or direction received by the Authority under the *Freedom of Information Act 1982 (Vic)*.
- 6.6 The Organisation will provide access to the Authority and any other person authorised by the Authority exercising rights under the *Freedom of Information Act 1982 (Vic)*, or any other Laws that apply to the Records as long as they remain in the Organisation's possession or control.

Disposal of Records

- 6.7 The Organisation will only dispose of a Record in accordance with the standards issued under the PR Act, other relevant legislation and any specific instructions provided by the Authority and Victorian Government.

Ownership of Records

- 6.8 The Organisation agrees that the Authority has full legal rights to and owns all Records, materials and other resources the Authority provides to the Organisation.
- 6.9 The Authority, on behalf of the Victorian Government, retains legal ownership of all Records.
- 6.10 Subject to clause 15 [Transition of Services], the Organisation will maintain all Records after the Agreement ends in accordance with time periods required by the PR Act.

7 ASSETS

- 7.1 The Organisation will maintain an Asset Register listing and containing the details of each Asset in accordance with any Applicable Authority Policies. The Organisation will provide the Authority with a copy of the current Asset Register at the Authority's request.
- 7.2 The Organisation will not dispose of any Asset worth over \$5000 (exclusive of GST) at the time of disposal which is listed or that should be listed on the Asset Register without the Authority's prior consent. For the purposes of this clause 7.2, the value of an Asset at the time of disposal will be the depreciated value from the time the Asset was purchased, calculated by reference to the standard method for calculating depreciation on an Asset of that type, as determined from time to time by the Commonwealth Commissioner for Taxation unless otherwise agreed by the Authority and the Organisation.
- 7.3 If the Organisation disposes of any Asset listed or that should be listed on the Asset Register, the Organisation will record the details of the disposal in the Asset Register and the Authority may:
- (a) reduce the amount of Funding payable under this Agreement by the depreciated value of that Asset on giving written notice to the Organisation; or
 - (b) request the Organisation to reimburse the Authority with an amount equal to the depreciated value of the Asset and the Organisation will reimburse the Authority.
- 7.4 If the Organisation loses, damages, destroys or sells any Asset listed or that should be listed on the Asset Register, the Organisation will repair or replace it at its own expense and record details of the repair or replacement in the Asset Register unless otherwise agreed by the Authority in writing.
- 7.5 All Assets purchased with the Funding will be used to support the delivery of the Services.
- 7.6 The Organisation is responsible for and will bear all risks, expenses and running costs for all Assets, including insurance and registration costs.

Assets Purchased Entirely with Funding

- 7.7 If the Organisation ceases to deliver all or part of the Services (for whatever reason), the Organisation agrees to comply with any request of the Authority for the Organisation to:
- (a) transfer ownership of and deliver each Asset to the Authority or to a third party as the Authority directs; or
 - (b) reimburse the Authority with an amount equal to the depreciated value of that Asset.

Assets Purchased Partially with Funding

- 7.8 If the Organisation:
- (a) purchases an Asset using the Funding and monies from another source; and
 - (b) ceases delivery of all or part of the Services (for whatever reason); and
 - (c) provides the Authority with satisfactory written evidence proving that the Asset was partially purchased with monies from another source;
- the Organisation agrees to comply with any request of the Authority for the Organisation to:
- (i) obtain the consent of any interested third party and sell the Asset and use the proceeds to reimburse the Authority with an amount equal to the amount of Funding that was used to purchase the Asset, less any amount of depreciation; or
 - (ii) reimburse the Authority with an amount equal to the amount of Funding that was used to purchase the Asset, less any amount of depreciation; or
 - (iii) obtain the consent of any interested third party and transfer ownership of and deliver the Asset to the Authority or to a third party as the Authority directs.

7.9 For the purpose of clause 7, depreciation will be calculated in accordance with the Australian Accounting Standard (AASB116), Property Plant and Equipment (as amended from time to time) and any Applicable Authority Policies.

7.10 This clause 7 (and clause 4.6, to the extent that it relates to an Asset or Assets) applies only in respect of any Asset or Assets for which Funding has been specifically allocated under this Service Agreement.

8 REPORTING

- 8.1 The Organisation will provide the Authority with information about and report on the Services in accordance with the Schedules and as and when requested by the Authority.
- 8.2 The Organisation will provide the Authority with any information or Record that relates to the delivery of the Services or shows how the Funding has been spent by the Organisation as and when requested by the Authority.
- 8.3 The Organisation will prepare its financial Records in accordance with:
- (a) if required by the Authority, any Applicable Authority Policies; and
 - (b) if required by Law or the Authority, the Australian Accounting Standards.
- 8.4 The Organisation will comply with the Authority's business governance status (BGS) and provide the Authority with the information and documentation set out in any Applicable Authority Policies including but not limited to:
- (a) a certification signed either in writing or electronically, in accordance with any Applicable Authority Policy, by an authorised officer from the Organisation; and
 - (b) the Organisation's annual report containing financial statements.
- 8.5 The Organisation will submit its annual BGS information and documentation to the Authority within:
- (a) three (3) months of the end of the Organisation's financial operating period; or
 - (b) seven (7) Days of the Organisation's annual general meeting; or
 - (c) such other time as agreed by the Authority in writing.

9 AUDIT AND PERFORMANCE REVIEW

- 9.1 The Authority may conduct, or the Authority may engage a third party to conduct, a performance review or an audit of the Organisation at any reasonable time, at the Authority's own expense:
- (a) for the purpose of monitoring and assessing the Organisation's performance of its obligations under this Agreement or delivery of the Services; or
 - (b) if the Authority has reasonable concerns that the Organisation may not be delivering, or may be unable to deliver, all or part of the Services in accordance with this Agreement; or
 - (c) if the Organisation's Records give the Authority reasonable concern about the Organisation's compliance, or ability to comply, with this Agreement; or
 - (d) if the Authority has reasonable concerns that the Organisation is not financially stable; or
 - (e) if the Authority has reasonable concerns that the Organisation has misused all or part of the Funding; or
 - (f) to confirm whether the Funding has been used for the correct purposes.
- 9.2 The Organisation will:
- (a) cooperate with and provide assistance to the Authority or any third party engaged by the Authority to conduct an audit or performance review; and
 - (b) make available to the Authority or any third party engaged by the Authority all information and Records needed for the audit or performance review in accordance with any written request from the Authority or third party engaged by the Authority; and
 - (c) allow the Authority or any third party engaged by the Authority access to the Organisation's premises or place of business to carry out the audit or performance review.

10 ASSIGNMENT AND SUBCONTRACTING

- 10.1 The Organisation may not assign its rights or obligations under this Agreement without the Authority's prior written consent.
- 10.2 The Organisation may only Subcontract all or part of the Services with the Authority's prior written consent.
- 10.3 Without limiting clause 22 [The Authority's Consent], the Authority will only provide consent to a proposed Subcontract if:
- (a) the Organisation satisfies the Authority that the subcontractor can deliver the Services to be Subcontracted on the same terms and conditions as this Agreement; and
 - (b) the contract between the Organisation and the subcontractor is made on the same terms and conditions as this Agreement, including a term that expressly allows the Authority to access the subcontractor's premises or place of business to conduct a performance review or audit of the subcontractor on the same terms and conditions as clause 9 [Audit and Performance Review]; and
 - (c) the Organisation agrees to comply with any conditions imposed by the Authority as a condition of granting its consent.
- 10.4 The Organisation agrees that it is:
- (a) responsible for the delivery of the Services including any part of the Services that is Subcontracted; and
 - (b) accountable for any acts, omissions and mistakes of any subcontractor in performing all or part of the Services as though they were the Organisation's own acts, omissions and mistakes.

11 DISPUTE RESOLUTION

- 11.1 The Organisation and the Authority will enter into good faith discussions to resolve any Dispute.
- 11.2 If a Dispute cannot be resolved under clause 11.1, it will be resolved in good faith as follows:
- (a) the party claiming that the Dispute has arisen will give written notice to the other party describing in full the details of the Dispute (the "First Notice"); and
 - (b) within fourteen (14) Days of receipt of the First Notice, the parties will meet to discuss and try to resolve the Dispute; and
 - (c) if the Dispute remains unresolved twenty one (21) Days after receipt of the First Notice, then either party may give written notice (the "Second Notice") to the other party requesting that the Dispute be referred to the Dispute Resolution Officer for resolution; and
 - (d) within fourteen (14) Days of receipt of the Second Notice, the parties will either meet with the Dispute Resolution Officer to discuss the Dispute or provide written submissions regarding the Dispute; and
 - (e) within twenty-eight (28) Days of receipt of the Second Notice, the Dispute Resolution Officer will provide their decision to the parties in writing; and
 - (f) either party may, within fourteen (14) Days from the date the Dispute Resolution Officer provides their decision in writing under clause 11.2(e), provide written notice to the other party referring the Dispute to mediation (the "Mediation Notice"); and
 - (g) the party served with a Mediation Notice under clause 11.2(f) will provide written notice to the other party within fourteen (14) days of receiving the Mediation Notice, notifying the other party as to whether or not it agrees to mediate. For the avoidance of doubt, failure to provide notice under this clause shall not be deemed agreement to mediate.
- 11.3 If neither party provides a Mediation Notice to the other in accordance with clause 11.2(f), or if the party served with the Mediation Notice does not agree to mediate to resolve the Dispute under clause 11.2(g), the parties agree that any decision of the Dispute Resolution Officer under clause 11.2(e) will be final and binding on the parties.
- 11.4 If the party served with the Mediation Notice in accordance with clause 11.2(f) agrees to mediate in accordance with clause 11.2(g), then the parties will mediate to resolve the Dispute on the following terms:
- (a) a mediator may be appointed either by agreement between the parties or, failing such agreement within seven (7) Days of the date of the Mediation Notice, by the president for the time being of the Law Institute of Victoria; and
 - (b) each party will bear their respective costs of the mediation save that the mediator's fee, fees for mediation rooms and costs of shared equipment facilities and services of the mediation will be shared equally; and
 - (c) the venue for the mediation will be agreed between the parties or, failing such agreement, will be nominated by the mediator; and

- (d) each party may be legally represented if they so wish; and
- (e) the mediation will be conducted without prejudice and complete confidentiality will be preserved in respect of the mediation and any documents and information used at or in relation to the mediation; and
- (f) if the parties agree to mediate to resolve the Dispute under this clause 11.4 and the Dispute is unresolved twenty-eight (28) Days after the date of the Mediation Notice (or after such other period of time agreed by the parties), the parties agree that the Dispute Resolution Officer will provide a new decision in writing (which may be the same as the decision made under clause 11.2(e)) and that such decision will be final and binding on the parties.

11.4A Nothing in this clause 11 prevents the parties from mediating earlier than provided for under the process set out in this clause 11 if otherwise agreed by the parties.

11.5 The parties will continue to perform their obligations under this Agreement despite the existence of any Dispute. Nothing in clause 11 affects the parties' abilities to exercise their rights under clauses 12 [Suspension], 13 [Cessation] and 14 [Termination of Agreement].

12 SUSPENSION

Service Suspension

- 12.1 At any time during the Term, the Authority may, in the Authority's absolute discretion, request the Organisation to immediately suspend delivery of the Services, or part of the Services, by giving written notice, if:
- (a) the Organisation has failed to meet the Standards and performance targets listed in any Schedule in respect of the Services; or
 - (b) the Organisation or its subcontractor is undergoing or is about to undergo a performance review or audit under clause 9.1(b)-(e) [Audit and Performance Review]; or
 - (c) the Organisation has failed to follow any Applicable Authority Policy or the Organisation's own policies; or
 - (d) the Organisation has misused Funding or has shown an inability to properly manage its assets; or
 - (e) the Organisation has breached this Agreement and notice has been given to the Organisation by the Authority under clause 14.1 [Termination of Agreement]; or
 - (f) the Organisation or its officer, board member, employee, member, volunteer, subcontractor, representative or agent has breached any Law applicable to the Services or the operation of the Organisation.
- 12.1A At any time during the Term, the Authority may, in the Authority 's absolute discretion, request the Organisation to suspend delivery of the Services, or part of the Services, by giving five (5) Business Days' written notice, if the Authority reasonably suspects any of the following:
- (a) that the Organisation has failed, or is likely to fail, to meet the Standards and performance targets listed in any Schedule in respect of the Services; or
 - (b) that the Organisation has failed, or is likely to fail, to follow any Applicable Authority Policy or the Organisation's own policies; or
 - (c) that the Organisation has misused Funding or is unable to properly manage its assets; or
 - (d) that the Organisation or its officer, board member, employee, member, volunteer, subcontractor, representative or agent has breached any Law applicable to the Services or the operation of the Organisation.
- 12.2 The Organisation will suspend delivery of all or part of the Services at the request of the Authority under clause 12.
- 12.3 The Authority may, by giving written notice to the Organisation reduce the Services to be delivered under this Agreement to reflect any suspension of all or part of the Services under clause 12. Without limiting clause 12.3, the Organisation agrees to the Authority varying any Schedule to reflect the reduction of the Services to be delivered by the Organisation under this Agreement.

- 12.4 The Organisation agrees that the Authority may fund a third party to deliver all or part of the Services that have been suspended under clause 12.
- 12.5 The Organisation and the Authority may exercise any of their rights under clauses 11 [Dispute Resolution], 12 [Suspension], 13 [Cessation] and 14 [Termination of Agreement] at any time during the suspension of the Services under clause 12.

Suspension of Funding

- 12.6 Without limiting clause 12.2, the Authority may, in the Authority's absolute discretion, immediately stop paying all or part of the Funding on giving written notice to the Organisation if any of the following occurs:
- (a) the Organisation does not meet, or report on, a milestone that is linked to a payment, as referred to in any Schedule; or
 - (b) the Organisation has failed to meet the Standards and performance targets listed in any Schedule in respect of the Services; or
 - (c) the Organisation has misused or has shown an inability to properly manage its assets; or
 - (d) the Organisation has breached the Agreement and notice has been given to the Organisation by the Authority under clause 14.1 [Termination of Agreement]; or
 - (e) the Authority has reasonable concerns that the Organisation is not financially stable; or
 - (f) the Authority has requested the Organisation to suspend all or part of the Services under clause 12.1.
- 12.6A Without limiting clause 12.2, the Authority may, in the Authority's absolute discretion, stop paying all or part of the Funding on giving five (5) Business Days' written notice to the Organisation if any of the following occurs:
- (a) the Authority reasonably suspects that the Organisation has failed, or is likely to fail, to meet the Standards and performance targets listed in any Schedule in respect of the Services; or
 - (b) the Authority reasonably suspects that the Organisation has misused Funding or is unable to properly manage its assets; or
 - (c) the Authority has requested the Organisation to suspend all or part of the Services under clause 12.1A.
- 12.7 The Authority may, by giving written notice to the Organisation, reduce the Funding to be paid by the Authority under this Agreement to reflect any suspension of all or part of the Funding under clause 12.6. Without limiting clause 12.7, the Organisation agrees to the Authority varying any Schedule to reflect the reduction of the Funding to be paid by the Authority under this Agreement.
- 12.8 The Organisation and the Authority may exercise any of their rights under clauses 11 [Dispute Resolution], 12 [Suspension], 13 [Cessation] and 14 [Termination of Agreement] at any time during the suspension of the Funding under clause 12.

13 CESSATION

- 13.1 At any time during the Term, the Authority may, in the Authority 's absolute discretion, request the Organisation to immediately and permanently cease delivery of part of the Services by giving written notice, if:
- (a) notice has been given to the Organisation by the Authority under clause 14.1 [Termination of Agreement] and the breach has not been satisfactorily remedied by the Organisation within thirty (30) Days of receiving the notice; or
 - (b) in the reasonable opinion of the Authority, the Organisation commits a serious or Material Breach of this Agreement which is not capable of remedy; or
 - (c) the Organisation behaves in a way that may:
 - (i) be contrary to prevailing community standards; or
 - (ii) be regarded by the public as unacceptable; or
 - (iii) bring the reputation of the Organisation into disrepute;and the Authority reasonably believes that continued association with the Organisation may be detrimental to the reputation of the Authority; or
 - (d) if the Organisation breaches an essential term of this Agreement as described in clause 14.4 [Termination of Agreement].
- 13.1A If at any time during the Term the Authority does not receive sufficient funds from either the Victorian Parliament or Commonwealth Government to finance the program or part of the Services or there is a change in Victorian Government policy which affects the program or part of the Services, the Authority may, in the Authority's absolute discretion, request the Organisation to permanently cease delivery of part of the Services by giving three (3) months' written notice.
- 13.1B If the Authority provides written notice to the Organisation under clause 13.1A, the Authority will, at the time of providing that notice or as soon as reasonably practicable after, advise the Organisation in writing of any further actions that the Authority in its sole discretion reasonably expects to take in relation to or as a result of the cessation of Services under clause 13.1A.
- 13.2 The Organisation will cease delivery of part of the Services at the request of the Authority under this clause 13.
- 13.3 The Authority will give written notice to the Organisation as soon as possible if the Authority requires the Organisation to cease delivery of part of the Services under this clause 13.
- 13.4 If the Authority requests the Organisation to cease part of the Services under this clause 13, the Authority may also stop payment of part of the corresponding Funding at the same time.
- 13.5 The Authority may, by giving written notice to the Organisation, permanently reduce the Services to be delivered by the Organisation and the Funding to be paid by the Authority under this Agreement to reflect any cessation of part of the Services under this clause 13. Without limiting clause 13.5, the Organisation agrees to the Authority varying any Schedule to reflect the reduction of the Services and the Funding under this Agreement.
- 13.6 The Organisation agrees that the Authority may fund a third party to deliver all or part of the Services that have been ceased under this clause 13.

14 TERMINATION OF AGREEMENT

Termination for Breach

- 14.1 If the Organisation or the Authority is in breach of this Agreement, the party in breach will remedy the breach within thirty (30) Days of that party receiving written notice requiring it to fix the breach.
- 14.2 If notice has been given under clause 14.1 and the breach is not satisfactorily remedied within thirty (30) Days, the party who gave notice may immediately terminate this Agreement by giving written notice.

Termination by the Authority

- 14.3 The Authority may terminate this Agreement immediately by giving written notice to the Organisation:
- (a) if an Insolvency Event occurs in relation to the Organisation; or
 - (b) if the Organisation is a natural person and becomes:
 - (i) mentally incapacitated; or
 - (ii) dies; or
 - (iii) is incapacitated through illness for more than thirty (30) Days; or
 - (iv) is convicted of a crime punishable by a term of imprisonment; or
 - (c) if the Organisation has a Change in Control which the Authority reasonably believes would negatively affect the Organisation's ability to comply with this Agreement; or
 - (d) if, in the reasonable opinion of the Authority, the Organisation commits a serious or Material Breach of this Agreement which is not capable of remedy;
- or
- (e) if the Organisation behaves in a way that:
 - (i) is inconsistent with prevailing community standards; or
 - (ii) may be regarded by the public as unacceptable; or
 - (iii) may bring the reputation of the Organisation into disrepute;and the Authority believes that its continued association with the Organisation may be detrimental to the reputation of the Authority;
- or
- (f) if the Organisation breaches an essential term of this Agreement as described in clause 14.4. The breach of an essential term is a repudiation of this Agreement.
- 14.4 The essential terms of this Agreement are clauses 3.1(e) [Quality of Service Delivery], 4.4, 4.5, 4.6 and 4.7 [Funding].
- 14.5 If the Authority does not receive sufficient funds from either the Victorian Parliament or the Commonwealth Government to finance the program or the Services, the Authority will give written notice to the Organisation as soon as possible and may terminate this Agreement by giving at least three (3) months' written notice.
- 14.6 If there is a change in Victorian Government policy which affects the program or the Services, the Authority may terminate this Agreement by giving the Organisation at least three (3) months' written notice.
- 14.7 The Organisation will immediately comply with any directions in a notice given under clauses 14.3, 14.5 or 14.6.
- 14.7A If the Authority terminates this Agreement under clauses 14.5 or 14.6, it will pay the reasonable costs (other than loss of profit or income) necessarily incurred and substantiated by the Organisation that arise directly from the termination. The Organisation will use its best efforts to minimise any such costs arising from termination.
- 14.7B The total amount payable by the Authority to the Organisation, if any, under clause 14.7A will not exceed the total amount of Funding that would have been payable under the Agreement had it not been terminated, less any amount already paid under the Agreement.

Termination without Fault

- 14.8 Either the Organisation or the Authority may terminate this Agreement at any time by giving the non-terminating party at least three (3) months' written notice.
- 14.9 The party electing to terminate this Agreement under clause 14.8 will pay the reasonable costs (other than loss of profit or income) necessarily incurred and substantiated by the non-terminating party that arise directly from the termination. The non-terminating party will use its best efforts to minimise any such costs arising from termination.
- 14.10 The total amount payable by the Authority to the Organisation, if any, under clause 14.9 will not exceed the total amount of Funding that would have been payable under the Agreement had it not been terminated, less any amount already paid under the Agreement.

15 TRANSITION OF SERVICES

- 15.1 On expiry or termination of this Agreement for any reason or if the Organisation ceases to deliver the Services, the Organisation will comply with any written notice from the Authority requesting the Organisation to:
- (a) within five (5) Business Days hand over to the Authority or any third party nominated by the Authority all Records provided to the Organisation by the Authority relating to the delivery of the Services; and
 - (b) within five (5) Business Days transfer to the Authority or any third party nominated by the Authority all Records created, managed and maintained relating to the delivery of the Services in a format and in a way that allows the Records to be quickly and easily accessed, retrieved, reviewed, kept and used by the Authority or third party nominated by the Authority; and
 - (c) within thirty (30) Days after the expiry or termination of this Agreement or the cessation of any Services under clause 13 [Cessation], provide the Authority with:
 - (i) a financial acquittal detailing all the Funding paid to the Organisation by the Authority and spent by the Organisation (including any unspent Funding); and
 - (ii) a copy of the current Asset Register; and
 - (iii) any other outstanding information, documentation or reports the Organisation is required to provide the Authority under this Agreement; and
 - (d) provide (and require any subcontractor engaged by the Organisation to provide) all reasonable assistance to the Authority to transfer all or part of the Services, functions and operations provided by the Organisation under this Agreement to the Authority or any third party nominated by the Authority, including:
 - (i) answering questions and providing other information as may be reasonably sought by the Authority and/or any third party nominated by the Authority; and
 - (ii) handing over client information and any material or Records held by the Organisation or any subcontractor engaged by the Organisation relating to the delivery of the Services, regardless of the manner of storage, to the Authority and/or to any third party nominated by the Authority.
- 15.1A Where the Organisation, acting reasonably and in good faith, is unable to comply with clause 15.1(a) or 15.1(b) within the time specified in that clause (as the case may be), the Organisation may make a written request for an extension of time in which to comply. The Authority will not unreasonably refuse to consent to a requested extension.
- 15.2 If this Agreement has not expired or been terminated and the Organisation ceases to deliver any part of the Services, the Organisation will comply with clause 15.1 in respect of the part of the Services that have been suspended under clause 12 [Suspension] or ceased under clause 13 [Cessation].
- 15.3 The obligations in clause 15 will continue for a period of three (3) years after the expiry or termination of this Agreement.

16 INTELLECTUAL PROPERTY

- 16.1 The Background Intellectual Property of each party remains the property of that party.
- 16.2 The Organisation will own all Project Intellectual Property unless clause 16.3 applies.

- 16.3 If the Authority considers that some or all of the Project Intellectual Property should be owned by the Authority, the Authority will give written notice to the Organisation prior to the delivery of those Services that give rise to that Project Intellectual Property. In considering whether some or all of the Project Intellectual Property should be owned by the Authority, the Authority will have regard to the Whole of Victorian Government Intellectual Property Policy (as amended or replaced from time to time).
- 16.4 If the Authority gives written notice to the Organisation under clause 16.3, the Project Intellectual Property specified in the notice is owned by the Authority.
- 16.5 The Organisation grants, and the Authority accepts, a Licence over:
- (a) the Project Intellectual Property not owned by the Authority; and
 - (b) the Background Intellectual Property, if any; and
 - (c) any Intellectual Property of a third party, if any,
- to the extent needed to allow the Authority to enjoy the full benefit of the Services and this Agreement.
- 16.5A For the avoidance of doubt, the Licence granted to the Authority by the Organisation under clause 16.5 does not include a Licence to use any Background Intellectual Property that is not needed to allow the Authority to enjoy the full benefit of the Services or this Agreement.
- 16.6 At the request of the Authority, the Organisation will provide the Authority with copies of all Licensed materials and Intellectual Property and in a way that allows the Authority to exercise the Authority's rights under the Licence.
- 16.7 The Organisation warrants that it has the right to grant the Licences referred to in clause 16.5.
- 16.8 The Organisation will obtain all consents needed for any Licence, including in relation to any Moral Right. For the purposes of clause 16.8, 'Moral Right' has the meaning set out in section 189 of the *Copyright Act 1968* (Cth).
- 16.9 The Organisation will properly manage the Project Intellectual Property to allow the Authority to enjoy the full benefit of the Services and this Agreement, which may include taking any necessary action to:
- (a) register, maintain the registration of, protect, manage, exploit and (as appropriate) commercialise the Project Intellectual Property for the benefit of the Victorian public; and
 - (b) maintain, improve, enhance and develop the Project Intellectual Property to the fullest extent reasonably necessary to maintain its usefulness and appropriateness to the Organisation and the Authority for the delivery of the Services; and
 - (c) use, reproduce, publish, adapt, disseminate, communicate to the public, broadcast, and perform the Project Intellectual Property for the benefit of the Victorian public; and
 - (d) comply with all applicable Authority or other Victorian Government policies in respect of the Project Intellectual Property.
- 16.10 The Organisation will not accept co-funding, or involve any person in the delivery of the Services, on terms that would jeopardise or limit any Licence to be granted to the Authority without obtaining the Authority's prior agreement and consent in writing.

17 PRIVACY, DATA PROTECTION AND PROTECTED DISCLOSURES

Privacy

- 17.1 The Organisation acknowledges that it is a Contracted Service Provider and/or an 'organisation' within the meaning of the *Health Records Act 2001* (Vic) (HR Act) and irrespective of whether a federal privacy code applies to the Organisation under the *Privacy Act 1988* (Cth), it agrees to be bound by:
- (a) the Information Privacy Principles contained in the *Privacy and Data Protection Act 2014* (Vic) (PDP Act),
 - (b) the Health Privacy Principles contained in the HR Act; and
 - (c) any applicable code of practice made under the PDP Act and the HR Act,
- when performing its obligations under this Agreement in the same way and to the same extent that the Authority would be bound if the Authority were to perform the Organisation's obligations under this Agreement.
- 17.2 Without limitation to clause 17.1 and subject to clause 17.4, the Organisation also acknowledges that as a Contracted Service Provider it agrees to be bound by:
- (a) any applicable standards issued by the Victorian Commissioner for Privacy and Data Protection under Part 4 of the PDP Act as if it were a Public Sector Agency; and
 - (b) any provision of a Protective Data Security Plan developed for the Authority under the PDP Act that applies to the Organisation.
- 17.3 In delivering the Services under the Agreement, the Organisation will:
- (a) collect, hold, use, manage, disclose, and transfer Public Sector Data, Personal Information and Health Information obtained while delivering the Services, only for this Agreement and in accordance with the PDP Act and the HR Act; and
 - (b) not do anything that would breach a Health Privacy Principle contained in the HR Act or an Information Privacy Principle contained in the PDP Act; and
 - (c) comply with the HR Act and any applicable code of practice made under the HR Act as if it were an 'organisation' within the meaning of the HR Act; and
 - (d) comply with the PDP Act and any applicable code of practice made under the PDP Act; and
 - (e) comply with Part 4 of the PDP Act, and any applicable standards issued under Part 4 of the PDP Act, as if it were a Public Sector Agency; and
 - (f) comply with any provisions of a Protective Data Security Plan developed for the Authority under the PDP Act that apply to the Organisation; and
 - (g) comply with any direction, guideline, determination or recommendation made by the Victorian Commissioner for Privacy and Data Protection or the Victorian Health Services Commissioner; and
 - (h) make sure that any person (including any subcontractor) who may deal with Public Sector Data, Personal Information or Health Information on behalf of the Organisation in relation to the Services or this Agreement is made aware of the obligations in this clause; and

- (i) immediately notify the Authority if the Organisation becomes aware of a breach, or possible breach, of any of the obligations in subclauses (a) to (g), by the Organisation, or any person acting for or on behalf of the Organisation (including any subcontractor) in relation to all or part of the Services or this Agreement; and
- (j) make sure that any Subcontract it enters into imposes the obligations in clause 17 of this Agreement on the subcontractor; and
- (k) in complying with Information Privacy Principle 1.3 of the PDP Act and Health Privacy Principle 1.4 of the HR Act, ensure that it makes individuals to whom the Organisation provides Services aware that:
 - (i) the Authority is an organisation to which the Organisation may disclose Personal Information and Health Information; and
 - (ii) the Organisation may collect and disclose information to the Authority for specific purposes, including for the purpose of providing its services to the individual and for the Authority's auditing and monitoring of the Organisation's recordkeeping; and
 - (iii) unless the Personal Information is destroyed by the Organisation, it will ultimately be disposed of to, or at the direction of, the Authority or the Keeper of Public Records.

17.3A Despite anything to the contrary in this clause 17, if the Organisation is a 'public hospital', a 'public health service' or a 'multi-purpose service' within the meaning of the *Health Services Act 1988*:

- (a) clauses 17.2, 17.3(e) and 17.3(f) do not apply to the Organisation; and
- (b) the Organisation's obligations under clause 17.3(h) do not apply in respect of Public Sector Data.

Protected Disclosure Act

17.4 If the Protected Disclosure Act 2012 (Vic) applies to the Organisation, the Organisation agrees to comply with and be bound by the provisions of that Act.

18 CONFIDENTIAL INFORMATION

18.1 The Organisation and the Authority may disclose information (including on the internet) about the content of this Agreement unless the information is Confidential Information.

18.2 Each party agrees to treat all Confidential Information as confidential and not to disclose it to any third party without the prior written consent of the other party, except in the following circumstances:

- (a) where the disclosure is required by Law or by this Agreement; or
- (b) where the disclosure is reasonably required by any persons performing their obligations under this Agreement; or
- (c) any disclosure to that party's own professional advisers, or its insurer; or
- (d) if requested by the Auditor-General, the Ombudsman, or the Minister responsible for the portfolio under which the Services operate.

18.3 Subject to clause 18.2, each party will ensure that any third party to which it discloses Confidential Information is made aware of the confidential nature of the Confidential Information.

19 INDEMNITY

- 19.1 The Organisation indemnifies the Authority against all Liability the Authority may incur in respect of any Claim including Claims relating to:
- (a) loss of or damage to property; and
 - (b) death or personal injury; and
 - (c) a breach of any third party's Intellectual Property rights; and
 - (d) a breach of privacy Law; and
 - (e) a breach of its obligations under clause 6 [Recordkeeping];
- arising in any way from:
- (i) the Organisation's breach of this Agreement or any Law; or
 - (ii) an unlawful or negligent act or omission of the Organisation or its officers, board members, employees, agents, volunteers or subcontractors in connection with the Services or this Agreement.
- 19.2 The Organisation's Liability will be reduced to the extent that Liability is caused or contributed to by an unlawful or negligent act or omission of the Authority or its officers or employees.
- 19.3 For the purposes of clause 19:
- (a) 'Liability' includes all costs, damages, expenses and losses of any kind; and
 - (b) 'Claim' includes all demand, rights, actions, suits or proceedings of any kind; and
 - (c) 'Authority' includes all its officers and employees.

20 INSURANCE AND RISK MANAGEMENT

Insurance

20.1 The Organisation will:

- (a) on and from the Start Date have appropriate insurance coverage for its operational and business risks with one or more of the following:
 - (i) the Victorian Managed Insurance Authority or, if the Organisation is a Council, Liability Mutual Insurance;
 - (ii) an insurer authorised under the *Insurance Act 1973* (Cth);
 - (iii) an insurer approved in writing by the Authority; and
- (b) provide the Authority with proof of the Organisation's insurance cover on request; and
- (c) maintain appropriate insurance coverage for the Term, and, if those policies are underwritten on a 'claims made' basis, for no less than six (6) years after the completion of the Services; and
- (d) undertake periodic reviews to make sure the Organisation's operational and business risks are adequately insured, particularly in regard to public and products liability and professional indemnity risks.

Risk Management

20.2 The Organisation will:

- (a) manage risk in accordance with Australian/New Zealand Risk Management Standard: AS/NZS ISO 31000:2009 (Australian Standard) as amended from time to time or as otherwise specified in any Applicable Authority Policies.
- (b) arrange for its chief executive officer or a board member of the Organisation to attest that:
 - (i) the Organisation's risk management processes (Processes) are consistent with the Australian Standard or any Applicable Authority Policies; and
 - (ii) during the Term, the Organisation has managed risk in accordance with the Australian Standard or any Applicable Authority Policies; and
 - (iii) within the twelve (12) months prior to attestation, the Organisation has undertaken a review of the Processes to ensure compliance with the Standard or any Applicable Authority Policies; and
 - (iv) the Processes satisfactorily and effectively manage the Organisation's risks; and
 - (v) the Organisation's board, committee of management or audit or risk committee has verified that the Processes satisfactorily and effectively manage the Organisation's risks.
- (c) provide the Authority with the attestation required under clause 20.2(b):
 - (i) within three (3) months after the beginning of an Organisation's financial operating period; or
 - (ii) seven (7) days after the Organisation's annual general meeting; or
 - (iii) such other time as agreed by the Authority in writing.
- (d) If the Organisation is required to make an attestation under the Victorian Government Risk Management Framework in its annual report, clause 20.2(b) does not apply.

21 VARIATION

- 21.1 The Organisation and the Authority agree that this Agreement may only be varied if:
- (a) both parties agree in writing to the variation; or
 - (b) the Authority notifies the Organisation in writing of a proposed variation to this Agreement and the date the proposed variation will take effect from ("the Effective Date"), and the Organisation continues to deliver all or part of the Services or delivers new services as described in the proposed variation after the Effective Date.

22 THE AUTHORITY'S CONSENT

- 22.1 Where the Authority's consent or approval is required under this Agreement:
- (a) the Organisation will:
 - (i) make its request in writing a reasonable time before the date on which the consent or approval is required by the Organisation; and
 - (ii) provide any information or documentation required or requested by the Authority;
 - (b) the Authority may:
 - (i) provide its consent or approval subject to any terms or conditions it considers appropriate; or
 - (ii) withhold its consent or approval;
- And
- (c) the Authority's consent will not be valid unless provided in writing.
- 22.2 Any consent provided under this Agreement is not deemed to be consent in the context of any other Agreement.
- 22.3 The Organisation will comply with the terms and conditions of any consent.
- 22.4 Where the Authority's consent or approval is requested by the Organisation under this clause, the Authority will provide its response to the Organisation under clause 22.1(b) within a reasonable time.

23 STATUS OF ORGANISATION

- 23.1 The Organisation and the Authority agree and acknowledge that:
- (a) nothing in this Agreement creates any joint venture, partnership, employment or agency relationship between the Organisation and the Authority; and
 - (b) neither party has authority to incur any liability or make any representation on behalf of the other.
- 23.2 The Organisation is solely responsible and liable for paying superannuation, payroll or any other tax, WorkCover levy or any similar payments or entitlements in relation to its employees.

- 23.3 The Organisation warrants that it is a legal entity capable of entering into this Agreement and that it complies with all Laws under which it is incorporated.
- 23.4 The Organisation will provide the Authority with evidence of the Organisation's legal status if requested by the Authority and will give written notice to the Authority within five (5) Business Days of any changes to the Organisation's legal status coming into effect.
- 23.5 Prior to any proposed Change in Control, the Organisation will:
- (a) give written notice to the Authority with reasonable time for the Authority to consider the impact of the proposed Change in Control; and
 - (b) provide any information or documentation required or requested by the Authority about the proposed Change in Control.
- 23.6 If the Organisation is a partnership, joint venture or consortium of two (2) or more persons, all such persons are liable both individually and as a group to the Authority for the full performance of this Agreement.
- 23.7 Where the Organisation or any part of it is a partnership, this Agreement will not terminate automatically on the death, retirement or resignation of one or more members of such partnership.
- 23.8 The Organisation's Primary Contact has authority to bind the partnership, joint venture or consortium and each of its members.

24 NOTICES

- 24.1 Any notice, approval or consent from one party to another must be in writing and be signed by an officer who is authorised to sign and legally bind that party. This clause 24 does not apply to variations to this Agreement made in accordance with clause 21 [Variation].
- 24.2 Any notice, approval or consent must be addressed to the Authority's Primary Contact or the Organisation's Primary Contact and will be properly given or served by a party if that party:
- (a) delivers it by hand; or
 - (b) posts it by mail to the address listed in the Details or to another address as notified in writing by the relevant party; or
 - (c) transmits it by facsimile to the facsimile number listed in the Details or to another facsimile number as notified in writing by the relevant party; or
 - (d) transmits it by electronic mail to the email address listed in the Details or to another email address as notified in writing by the relevant party.
- 24.3 A notice will be taken to be received:
- (a) if delivered by hand, on the day of delivery if the party giving the notice has a receipt for the delivery of the notice signed by a person employed by the party receiving the notice, unless delivery is made:
 - (i) on a non-Business Day; or
 - (ii) after 5:00 pm on a Business Day;in which case the notice will be taken to be received on the next Business Day; or
 - (b) in the case of a posted letter, on the third Business Day after the date of posting if posted in Australia; or

- (c) in the case of a facsimile transmission, on the day of transmission if the party giving the notice has a transmission confirmation report showing an error free facsimile transmission, unless the transmission is made:
- (i) on a non-Business Day; or
 - (ii) after 5:00 pm on a Business Day;
- in which case the notice will be taken to be received on the next Business Day; or
- (d) in the case of an email, on the day the email is sent if the party giving the notice has a confirmation report or any other written evidence that the email has reached the recipient's mailbox, unless the email is sent:
- (i) on a non-Business Day; or
 - (ii) after 5:00 pm on a Business Day;
- in which case the notice will be taken to be received on the next Business Day.

25 WAIVER

- 25.1 No waiver of any right of a party to this Agreement will be effective unless it is in writing and signed by that party.
- 25.2 A single or partial exercise or waiver of a right under this Agreement does not prevent any other exercise of that right or the exercise of any other right.

26 SURVIVAL

- 26.1 The following clauses will continue to apply after the end of this Agreement: 3.8 [Service Delivery], 4.8 to 4.9 [Funding], 6 [Recordkeeping] 7.2, 7.3, 7.7 and 7.8 [Assets], 8 [Reporting], 11 [Dispute Resolution], 15 [Transition of Services], 16 [Intellectual Property], 17 [Privacy, Data Protection and Protected Disclosures], 18 [Confidential Information], 19 [Indemnity] and 20 [Insurance and Risk Management].

SCHEDULE 1

Applicable Authority Policies

1. [The Adult, Community and Further Education Board Program Information and Guidelines](#)
Adult, Community and Further Education Board program information and guidelines which provide activity descriptions that contain details of information about performance measures and data collection for each funded activity can be found on the Adult, Community and Further Education (<http://www.education.vic.gov.au/about/department/structure/Pages/acfe.aspx>) webpages within the Department of Education website
2. Organisations contracted with the Adult,Community and Further Education Board are required to abide by the following policies and guidelines outlined below:
 - Acknowledgement and Publicity (to be read with clause 4.17) - The Organisation will acknowledge any financial and other support from the Victorian Government according to the Acknowledgement and Publicity Guidelines as amended from time to time, which can be found at <http://www.dhs.vic.gov.au/facs/bdb/fmu/service-agreement/3.-terms-and-conditions/3.4-funding/3.4.4-acknowledgement-and-publicity-guidelines>.
 - Privacy (<http://www.education.vic.gov.au/Pages/privacy.aspx>)
3. [Service Agreement Information Kit for Funded Organisations](#)
(which includes the following policies in Chapter 4 Departmental policies, procedures and initiatives)
 - Safety screening for funded organisations
 - Funded Organisation Performance Monitoring Framework

Key documents

This table lists any applicable statewide program specific requirements applicable for Services funded in this Agreement. It also provides the web address where on-line versions can be located. If your funding is for a milestone-Based project, these standard requirements may differ; please refer to the Milestone Project information or discuss with your authority contact/s.

SSG #	Service Standards & Guidelines
5007	Pre-accredited Training Delivery Guidelines http://www.education.vic.gov.au/training/providers/learnlocal/Pages/preaccredited.aspx
5008	Pre-accredited Delivery Plan http://www.education.vic.gov.au/training/providers/learnlocal/Pages/deliveryplan.aspx
5009	Victorian VET Student Statistical Collection Guidelines http://www.education.vic.gov.au/training/providers/rto/Pages/datacollection.aspx
5010	Pre-accredited Quality Framework http://www.education.vic.gov.au/training/providers/learnlocal/Pages/pqf.aspx
5011	Training Delivery Support Grants Guidelines http://www.education.vic.gov.au/training/providers/learnlocal/Pages/preaccredited.aspx

SCHEDULE 2

Funding Summary, Payments, Data Collection Requirements and Service Plan(s)

Albatross Family Services

Financial Year 2016/17

Service Provider	Service Plan	Service Plan Region/Division	Service Plan Description	Activity	Ongoing	Fixed Term	Minor Capital	Prior Year Adjustment	Total
Albatross Family Services	ACFE - Pre-Accredited and Associated Grants	North West Metropolitan - ACFE	Pre-Accredited Training Delivery and Training Delivery Support Grant	612021 : Training Delivery Support Grant	\$0.00	\$5,000.00	\$0.00	\$0.00	\$5,000.00
Albatross Family Services	ACFE - Pre-Accredited and Associated Grants	North West Metropolitan - ACFE	Pre-Accredited Training Delivery and Training Delivery Support Grant	612026 : Pre Accredited Delivery	\$0.00	\$6,150.00	\$0.00	\$0.00	\$6,150.00
Total:					\$0.00	\$11,150.00	\$0.00	\$0.00	\$11,150.00

Financial Year 2017/18

Service Provider	Service Plan	Service Plan Region/Division	Service Plan Description	Activity	Ongoing	Fixed Term	Minor Capital	Prior Year Adjustment	Total
Albatross Family Services	ACFE - Pre-Accredited and Associated Grants	North West Metropolitan - ACFE	Pre-Accredited Training Delivery and Training Delivery Support Grant	612026 : Pre Accredited Delivery	\$0.00	\$2,050.00	\$0.00	\$0.00	\$2,050.00
Total:					\$0.00	\$2,050.00	\$0.00	\$0.00	\$2,050.00

All funding and payment amounts shown in this schedule are exclusive of GST. Where GST is payable, GST will be added at the time each payment is made. If funding is milestone based, more details will be listed in the Milestone Project Information section of this agreement. More detailed information and reports about funding commitments and deliverables are located in the Service Agreement Module on the Funded Agency Channel (<http://www.dhs.vic.gov.au/funded-agency-channel>).

Queries should be directed to your Authority primary contact.

Payment Schedule (GST Excluded)

Due Date	Amount	Withheld Amount	Total
31/01/2017	\$7,050.00	\$0.00	\$7,050.00
30/04/2017	\$0.00	\$2,050.00	\$2,050.00
01/06/2017	\$0.00	\$2,050.00	\$2,050.00
Grand Total	\$7,050.00	\$4,100.00	\$11,150.00

All funding and payment amounts shown in this schedule are exclusive of GST. Where GST is payable, GST will be added at the time each payment is made. If funding is milestone based, more details will be listed in the Milestone Project Information section of this agreement.

The Payment Schedule is only shown at Agreement level for the current financial year. More detailed information and reports about funding commitments, payments and projected cash flow are located in the Service Agreement Module on the Funded Agency Channel (<http://www.dhs.vic.gov.au/funded-agency-channel>).

Queries should be directed to your authority primary contact.

Data Collection Requirements

This table lists any applicable data collection requirements for the Services funded in this Agreement.

DCR #	Name
509	SVTS Guidelines on AVETMISS reporting (ACFE) http://www.education.vic.gov.au/svts/

Further information including the service activities that the data collection requirements apply to are located in the relevant authority policy and funding guide. If your funding is for a milestone-based project, these standard requirements may differ; please refer to the Detail section of any project plans in the Milestone Project Information Section or discuss with your authority contact/s.

Organisation Name: Albatross Family Services
Agreement Number: 32659
Agreement Version: 1
Lead Region/Division: North West Metropolitan - ACFE

Service Plan

Service Plan: ACFE - Pre-Accredited and Associated Grants - 41155
Primary Service Provider: Albatross Family Services
Service Plan Region/Division: North West Metropolitan - ACFE
Service Plan Description: Pre-Accredited Training Delivery and Training Delivery Support Grant

Detail
<p>.</p> <p>Funding purpose:</p> <p>This funding is for delivery and reporting of pre -accredited vocational training by organisations registered with the ACFE Board (The Board). The Board subsidises the delivery and reporting of pre-accredited vocational training to eligible adult learners in the State of Victoria as defined in the ACFE Board 2017 Pre-accredited Training Delivery Guide and outlined in the approved Delivery Plan for the Organisation. The Board supports the provision of vocational training to engage the most educationally disadvantaged learners and initiate vocational and/or employment pathways for them.</p> <p>The Pre-accredited student contact hours subsidised are to benefit people or groups and are for delivery in the local government areas identified in the ACFE Board 2017 Pre-accredited training delivery guidelines and in the approved Delivery Plan. No change to delivery area should be made without an agreed variation to the schedule.</p> <p>Special requirements</p> <p>Organisations must:</p> <p>remain registered with the ACFE Board for the period of the Agreement.</p> <p>ensure that the training subsidised by the ACFE Board is being provided to eligible individual learners in the State of Victoria. This includes flexible or online delivery in which all the delivery involves the physical presence of the learner in Victoria.</p> <p>ensure that this delivery plan reflects the priorities of the ACFE Board as outlined in the 2017 Pre-accredited Training Delivery Guide and that any variation to the Delivery Plan is negotiated and approved by the Manager Training Participation Regional Support prior to any change being made.</p> <p>provide the ACFE Board, on request, a copy of the A-frame that has been developed for each pre-accredited training program subsidised through this Agreement.</p> <p>agree to participate in A-frame moderation and verification processes and an Invalid Enrolment audit of government funded activity as required.</p> <p>.</p> <p>.</p> <p>Privacy:</p> <p>Organisations must include a Privacy Notice, using the wording provided in the 2017 Pre-accredited Training Delivery Guide for the funding year, updating the Notice with their contact details as part of all enrolment forms. Organisations may need to add further information to cover their use of student data. Where electronic enrolment forms are provided, appropriate electronic confirmation should enable the student to confirm correct details and acceptance of the Privacy notice</p> <p>.</p> <p>Reporting</p> <p>(Refer also Terms and conditions clauses 3.7 & 3.8)</p>

Detail

- Organisation must meet the requirements in the Victorian VET Student Statistical Data Collection Guidelines and maintain an AVETMISS compliant, up-to-date student management system

- Organisations must provide data as referenced in the 2017 ACFE Board Pre-accredited Training Delivery Guide and SVTS Guidelines

Only data successfully reported via the Skills Victoria Training System (SVTS) will be accepted by the ACFE Board as evidence of meeting agreed 2017 pre-accredited training delivery targets

- Organisations must ensure that appropriate personnel trained in the use of the Organisations Student Management System and the SVTS are available to ensure integrity, accuracy and currency of data and reporting

SVTS Reporting Dates

- Organisations must report their pre-accredited Student Contact Hour data quarterly at a minimum (or where requested monthly) on the following dates: 1 April 2017, 1 June 2017, 1 October 2017 and 15 December 2017.

Intended target group/s:

Those adults who have experienced barriers to education in the past and find it difficult to undertake accredited programs as their first step into vocational training.

The ACFE Board has identified learner groups for particular focus in pre-accredited programs. These groups are:

Women, including young mothers, women seeking to re-enter the workforce after significant time away, women who have experienced or are experiencing family violence

People in low socio-economic status localities

Early school leavers

Indigenous people

Low skilled and vulnerable workers

Unemployed/underemployed people

People from a culturally or linguistically diverse background

People with a disability

Young people who may be at risk of disengaging or who may have already disengaged from the community and/or education

.

Funding

(Refer also Terms and Conditions clause 3.4 on Funding)

Funding for the Activity comes from the ACFE Board Pre-accredited Training budget.

Total funding for your Organisation for the Activity is outlined below

Funding outlined will be paid if the Organisation has met the agreed service targets.

Funding is tied to the volume of services delivered Payments will be adjusted to reflect actual service delivery volume. Final reconciliation of delivery against payment will be based on final SVTS data upload as at 15 January 2018 and invoices will be generated for any under delivery.

Breach of obligations

.

Detail

(Refer also Terms and Conditions clause 3.14 on Cessation)

If the Organisation fails to fulfil, or is in breach of any of its obligations under this Agreement, and does not rectify the omission or breach within 30 Days of receiving a notice in writing from the Authority to do so, the Authority will be entitled to terminate this Agreement and may recover from the Organisation any part of the Funding which:

- has not been legally committed for expenditure by the Organisation in accordance with this Agreement and payable by the Organisation as a current liability (written evidence of which will be required) by the date the notice of termination is given; or
- has not, in the Authority's reasonable opinion, been expended by the Organisation in accordance with the terms and conditions of this Agreement

If there are any milestone-based Projects, details are listed in Milestone Project Information of this agreement.

Activity: 612026 – Pre Accredited Delivery

Financial Year: 2016/17

Performance Measure

Performance Measure	Target	Unit	Start Date	End Date
	750.00	student contact hours		

Funding

Funding - Baseline	Funding - Variation	Funding - Total
\$0.00	\$6,150.00	\$6,150.00

Activity: 612026 – Pre Accredited Delivery

Financial Year: 2017/18

Performance Measure

Performance Measure	Target	Unit	Start Date	End Date
	250.00	student contact hours		

Funding

Funding - Baseline	Funding - Variation	Funding - Total
\$0.00	\$2,050.00	\$2,050.00

Activity: 612021 – Training Delivery Support Grant

Financial Year: 2016/17

Performance Measure

This Activity had no prescribed performance measures.

Funding

Funding - Baseline	Funding - Variation	Funding - Total
\$0.00	\$5,000.00	\$5,000.00

Milestone Project Information**Service Plan:** ACFE - Pre-Accredited and Associated Grants - 41155**Primary Service Provider:** Albatross Family Services**Service Plan Region/Division/Group:** North West Metropolitan - ACFE**Project Details:** 41155 Pre-Accredited Training Delivery and Training Delivery Support Grant**Milestones & Associated Payments**

Activity Name	Activity Code	Event Description	Due Date	Payment
Training Delivery Support Grant	612021	2017 Training delivery support grant - payable on execution of the 2017 Pre Accredited Training Delivery Service Agreement	31/01/2017	\$5,000.00
Pre Accredited Delivery	612026	Payment 1-Execution of Schedule and approved delivery plan. - January 2017 - or next quarterly payment period.	31/01/2017	\$2,050.00
Pre Accredited Delivery	612026	Payment 2 - Upload of cumulative delivery data via SVTS by the 1st day of April 2017 and data upload verification by DET	30/04/2017	\$2,050.00
Pre Accredited Delivery	612026	Payment 3 - Upload of cumulative delivery data via SVTS by the 1st day of June 2017 and data upload verification by DET	30/06/2017	\$2,050.00
Pre Accredited Delivery	612026	Payment 4 - Upload of cumulative delivery data via SVTS by the 1st day October 2017 and data upload verification by DET	31/10/2017	\$2,050.00
Total Due(Current & Future Years):				\$13,200.00

SCHEDULE 3

Agreement Level Information (where applicable)

Renewal

This Agreement will be automatically extended on the End Date for a further period of one year, ending on 30 June 2019, unless the Authority provides written notice to the Organisation prior to the End Date that the Agreement will not be extended.

Additional Agreement Details

1. The Organisation shall advise the Authority if the Activity is completed for less than the original total project budget. In such an event the Funding shall be reduced on a pro rata basis and such reduction in the Funding shall be deducted from the final grant payment or may be otherwise recovered from the Organisation

2. Organisations contracted with the Adult, Community and Further Education Board are required to abide by the following additional clauses:
 - a) Acknowledgement and Publicity (to be read with clause 4.17) - The Organisation will acknowledge any financial and other support from the Victorian Government according to the Acknowledgement and Publicity Guidelines as amended from time to time, which can be found at <http://www.dhs.vic.gov.au/facs/bdb/fmu/service-agreement/3.-terms-and-conditions/3.4-funding/3.4.4-acknowledgement-and-publicity-guidelines>.
 - b) The Authority reserves the right to publicise and report on awarding the Funding to the Organisation.
 - c) The Organisation will use the Learn Local logo or any logo/branding subsequently approved on all facilities, publications and promotional materials relating to activity funded by the ACFE Board, including electronic material to which this clause relates, in a form approved by the Board.
 - d) The Organisation must notify the Authority of any circumstances or the occurrence of any event that adversely affect the ability of the Organisation to fulfil its obligations under this Agreement immediately upon the organisation becoming aware of the circumstances or event.
 - e) If the Organisation is registered under the Corporations Act 2011 (Cth), in the event that the Organisation applies to come under, receive a notice requiring the Organisation to show cause why the Organisation should not come under, receive a notice or an application from any other person for the Organisation to come under or have otherwise come under one of the forms of external administration referred to in Chapter 5 of the Corporations Act 2011 (Cth) or an order has been made for the purpose of placing the Organisation under external administration, the Organisation must inform the Authority in

writing within five (5) Business Days of the date of the making or receipt of such notice of application or the making of such an order.

- f) Under the Working with Children Act 2005 people engaging in 'child-related work' must apply for and pass the Working with Children (WWC) Check. The WWC Check helps to keep children safe by preventing those who pose a risk to the safety of children from working with them, in either paid or volunteer work. The Organisation must meet all requirements of the WWC Check that are relevant to this Activity, including ensuring that the Organisation's staff or volunteers who need a WWC Check have applied by the due date. Information on these requirements, as well as general information about the WWC is available at www.justice.vic.gov.au/workingwithchildren.
- g) The Organisation must maintain workers compensation insurance as required by law where the Organisation carries out activities under this Agreement.
- h) The Organisation must maintain voluntary workers insurance when carrying out the Activity under this Agreement.

