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**Australian Government**  
**Department of Home Affairs**

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**LABOUR AGREEMENT – AGED CARE INDUSTRY**

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*Under the Migration Act 1958 and Migration Regulations 1994*

Between

**Commonwealth of Australia as represented by the  
Minister for Immigration, Citizenship and Multicultural Affairs**  
(Minister)

and

**XXXXXXXXXX**

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SAMPLE

# Labour Agreement

**Effective Date:** Date signed by the Commonwealth being the last party to sign the Agreement.

## Parties

The Commonwealth of Australia (the “Commonwealth”) as represented by the Minister for Immigration, Citizenship and Multicultural Affairs. The Commonwealth’s particulars are set out in **Item 1 of Schedule 1**.

## AND

The party specified in **Item 2 of Schedule 1** (the “Sponsor”). The Sponsor’s particulars are set out in **Item 2 of Schedule 1**.

## Background

- A. This labour agreement (the “Agreement”) is a “labour agreement” as defined in the Migration Regulations.
- B. This Agreement will be administered by the Department of Home Affairs on behalf of the Commonwealth.
- C. This Agreement sets out the terms and conditions by which the Sponsor may recruit, employ or engage the services of an Overseas Worker who is intended to be employed or engaged in its business undertaking as described in **Item 3 of Schedule 1**.
- D. For the purposes of the TSS visa program, the Sponsor, by virtue of entering into this Agreement, will also be an “Approved Work Sponsor”.

## Operative Part

### 1. Definitions

- 1.1 Unless the context indicates a contrary intention, words and phrases in this Agreement have the same definitions as set out in the *Migration Act 1958* (the Act) and the *Migration Regulations 1994* (the Regulations).
- 1.2 In the event of any inconsistency between this Agreement and the Act and the Regulations, the Act and the Migration will prevail.
- 1.3 In this Agreement:

**Address** means a party’s address set out in **Schedule 1**.

**Adverse Information** has the same meaning as in the Regulations.

**Agreement** means this labour agreement, any schedules, attachments and any documents incorporated into this labour agreement by reference.

**ANZSCO** means the Australian and New Zealand Standard Classification of Occupations.

**Approved Work Sponsor** has the same meaning as in the Act.

**Australian** where the context so admits, means an Australian citizen (whether born in Australia or elsewhere) or a non-citizen who, being usually resident in Australia is the holder of a permanent visa granted under the Act.

**Business Day** means a day on which business is generally conducted in the Australian Capital Territory, and excludes Saturdays, Sundays and public holidays.

**Business Address** means the physical address at which a business is located.

**Category 1 location** means a location within Australia with a post code that is not designated as a regional area of Australia for skilled migration purposes.

<https://immi.homeaffairs.gov.au/visas/working-in-australia/skill-occupation-list/regional-postcodes>

**Category 2 location** means a location within Australia with a post code that is designated as a regional area of Australia and under the category 'Cities and major regional centres' for skilled migration purposes.

<https://immi.homeaffairs.gov.au/visas/working-in-australia/skill-occupationlist/regional-postcodes>

**Category 3 location** means a location within Australia with a post code that is designated as a regional area of Australia and under the category 'Regional centres and other regional areas' for skilled migration purposes.

<https://immi.homeaffairs.gov.au/visas/working-in-australia/skilloccupation-list/regional-postcodes>

**Confidential Information** in relation to a Party, means information that is:

- (a) by its nature capable of being protected in law or equity as confidential;
- (b) designated by a Party as confidential in **Item 5 of Schedule 1**; or
- (c) in the case of the Commonwealth's Confidential Information, the Approved Work Sponsor knows or ought to know is confidential;

but does not include information:

- (d) which is or becomes public knowledge other than by breach of the Agreement or any other confidentiality obligations; or
- (e) that has been independently developed or acquired without reference to the other Party's Confidential Information.

**Concessions** means any variations to the requirements prescribed in the Migration Legislation in relation to the age skills, qualifications, employment background, level of English Language proficiency and the TSMIT required for the nomination and grant of a TSS or ENS visa.

**Contact Officer** means the officers referred to in **Item 1** and **Item 2 of Schedule 1**.

**Damages** means all liabilities, losses, damages, costs and expenses, including legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties.

**Department** means the Department of Home Affairs.

**Earnings** has the same meaning as in the Regulations.

**Employment period** means the stay period that a Sponsor requests for the Nominee in the nomination application form.

**Effective Date** means:

- (a) the date (if any) specified in **Item 4 of Schedule 1**;
- (b) if no such date is specified, the date on which this Agreement is signed by the parties, or if signed on separate days, the date of the last signature.

**Email Account** means a party's email address set out in **Schedule 1**.

**ENS visa** means an Employer Nomination Scheme (ENS) visa (Subclass 186), which is a visa permitting its holder permanent residence in Australia.

**Full time** means 38 hours or a period between 32 and 45 hours that is specified under the relevant industry award and is consistent with the National Employment Standards.

**IELTS** means the International English Language Testing System.

**Industrial instrument** means an instrument in force under a law of the Commonwealth or the State/Territory that regulates workplace relations and prescribes terms and conditions of employment between employers and employees including, but not limited to, an award or



agreement made under the *Fair Work Act 2009 (Cth)* and an award or agreement made by a relevant State/Territory industrial tribunal or court.

**Act** means the Migration Act.

**Memorandum of Understanding** means an agreement between the Sponsor and a Relevant Industry Union, or Relevant Industry Unions, related to this Agreement.

**Migration Legislation** means the Migration Act and/or the Regulations and / or any instruments made under the Act or the Regulations.

**Regulations** means the *Migration Regulations 1994 (Cth)* made under the Act.

**Minister** means “the Minister” for Immigration, Citizenship and Multicultural Affairs, the Assistant Minister for Customs, Community Safety and Multicultural Affairs, and his or her authorised representative performing relevant functions as the Minister under the Migration Legislation.

**Nominate** means to lodge a nomination application for a TSS or ENS visa under the Migration Legislation.

**Nomination** means a nomination referred to in section 140GB of the Act for the TSS visa, and regulation 5.19 for the ENS visa.

**Nomination Ceiling** means the number of nominations that a Sponsor can have approved in any Year for a specified Occupation as defined in **Schedule 2**.

**Nominee** means the Overseas Worker specified in a Nomination.

**Occupations** means those Occupations prescribed in **Schedule 2**.

**On-hire**<sup>1</sup> means a person’s business activities which include activities relating to either or both of:

- (a) the recruitment of labour for supply to another business; and
- (b) the hiring of labour to another business;
- (c) the reference to ‘another business’ in paragraph (a) and (b) above, includes any other business that is related to a person’s business.

**Overseas Worker** means the holder of, or an applicant or proposed applicant for, a TSS or ENS visa, whether onshore or offshore.

**Postal Address** means the address to which mail is delivered.

**Primary Sponsored Person** has the same meaning as in the Regulations.

**Relevant Industrial Instrument** means an industrial instrument that applies to a Primary Sponsored Person and regulates the terms and conditions of employment of that Primary Sponsored Person.

**Relevant Industry Union** means a union that is entitled to represent the industrial interests of employees in the industry or occupation in which the Overseas Worker is proposed to be employed.

**Secondary Sponsored Person** has the same meaning as in the Regulations.

**Sponsor** means the party to this Agreement specified in **Item 2** of **Schedule 1**.

**Standard Business Sponsor** has the same meaning as in the Regulations.

**Standard Skilled visa program requirements** refers to the legislative requirements that must be met for the Medium-term stream of the TSS visa program or the Temporary Resident Transition stream of the ENS visa program..

**TSS visa** means the Temporary Skill Shortage (Subclass 482) visa, which is a temporary visa

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<sup>1</sup> An example of On-hire is where a person proposes to sponsor someone to come to Australia for the purpose of hiring out the visa holder’s services to client organisations, rather than to work directly in the person’s business.

within the meaning of the Act.

**Terms and Conditions of Employment** takes the same meaning as in the Regulations.

**TSMIT** means the Temporary Skilled Migration Income Threshold, specified in an instrument made under the Regulations.

**Workforce** means the total number of Australian workers and temporary visa holders engaged by the Approved Work Sponsor (including as contractors).

**Workplace Instrument** means any fair work instrument (as that term is defined in the *Fair Work Act 2009*) which will apply to the employment of the Overseas Worker.

**Workplace Law** means the *Fair Work Act 2009*, and relevant laws of the Commonwealth and of the relevant State or Territory relating to equal employment opportunity, unlawful discrimination and workplace health and safety legislation regulating the employment by the Sponsor of an Overseas Worker.

**Workforce Plan** means a report that outlines the current, and where requested, projected future composition of an Approved Work Sponsor's workforce. It should include details of the total number of Australian workers (including permanent residents) and temporary visa holders engaged by the Sponsor.

**Year** means the period of 12 months commencing on the day this Agreement commences, or a period of 12 months commencing on an anniversary of that day.

## 2. Interpretation

In this Agreement, unless the context indicates a contrary intention:

**(corresponding meanings)** a word that is derived from a defined word has a corresponding meaning.

**(day) unless stated otherwise** a reference to a day is a reference to a calendar day.

**(documents)** a reference to this Agreement or another document includes any document which varies, supplements, replaces, assigns or novates this Agreement or that other document.

**(gender)** words importing one gender include all other genders.

**(headings)** clause headings, the table of contents and footnotes are inserted for convenience only and do not affect interpretation of this Agreement.

**(including)** including and **includes** are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind.

**(legislation)** a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations, directions or instruments issued under it.

**(month)** a reference to a month is a reference to a calendar month.

**(party)** a reference to a party to a document includes that party's personal representatives, executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns.

**(parts)** a reference to one or more things includes each part and all parts of that thing or group of things but nothing in this clause implies that part performance of an obligation constitutes performance of that obligation.

**(person)** a reference to a person includes an individual, a body corporate, statutory corporation, partnership, body politic and permitted assigns, as the context requires.

**(references)** a reference to a party, clause, paragraph or schedule is a reference to a party, clause, paragraph or schedule to, or of this Agreement.

**(replacement bodies)** a reference to a body (including an institute, association or any government, local government, statutory, administrative, fiscal or judicial body, department, commission, authority, tribunal, public authority or other person who exercises a relevant authority) which

ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its power or functions.

(**requirements**) a requirement to do anything includes a requirement to cause that thing to be done, and a requirement not to do anything includes a requirement to prevent that thing being done.

(**rules of construction**) neither this Agreement nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

(**singular**) the singular includes the plural and vice-versa.

(**time and date**) a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in Australian Capital Territory, Australia, even if the obligation is performed elsewhere.

(**writing**) a reference to a notice, consent, request, approval or other communication under this Agreement or an agreement between the parties means a written notice, request, consent, approval or agreement.

### **3. Agreement period**

3.1 This Agreement commences from the Effective Date as specified in **Item 4 of Schedule 1**.

3.2 Unless terminated earlier in accordance with clause 19 of this Agreement, the period of this Agreement will be the time specified in **Item 4 of Schedule 1**.

### **4. Pre-contractual representations**

4.1 The Sponsor warrants that information supplied to the Commonwealth with respect to the Sponsor being a fit and proper person to enter into this Agreement and upon which the Commonwealth relied, was true and correct.

4.2 The Sponsor warrants that it:

- (a) has entered into a Memorandum of Understanding prior to the Effective Date; and
- (b) is satisfied that in taking actions contemplated by the Memorandum of Understanding the Sponsor would not contravene Workplace Law and any Workplace Instrument.

### **5. Acknowledgements**

5.1 The parties acknowledge and agree that:

- (c) the Commonwealth may, in its absolute discretion, by notice in writing, at any time:
  - (i) amend or update the Occupations, maximum numbers, and Concessions for the purposes of this Agreement; or
  - (ii) amend, update or replace any other content in the Schedules of this Agreement;
- (d) nothing in this Agreement fetters or detracts from the discretions, functions or powers of the Commonwealth under Law.

### **6. Union Consultation and Induction Meetings**

6.1 The Sponsor agrees to consult with the Relevant Industry Union(s) at least once every 6 months regarding the operation of this Agreement.

6.2 The Sponsor agrees to organise a 2 hour induction meeting during ordinary working time within 7 days of an Overseas Worker commencing employment, to be conducted by the Relevant Industry Union(s), and to permit attendance by the Overseas Worker at the meeting without loss of pay.

6.3 Clauses 6.1 and 6.2 are not intended to prevent the Sponsor from complying with additional commitments regarding consultation and induction meetings under the Memorandum of



Understanding, or any obligations under Workplace Law or any Workplace Instrument.

- 6.4 The parties acknowledge and agree that if a dispute arises under the Memorandum of Understanding, the Sponsor will seek to negotiate in good faith with the Relevant Industry Union(s) to resolve the dispute prior to taking any action.

## **Nomination of an Overseas Worker**

### **7. Nomination requirements**

- 7.1 The Sponsor may only nominate an Overseas Worker for:
- (a) visas outlined in **Schedule 2**;
  - (b) Occupations outlined in **Schedule 2**;
  - (c) up to the Nomination Ceiling specified in **Schedule 2**; and
  - (d) an Occupation to be performed in a location listed in **Schedule 2**.

### **8. Occupations**

- 8.1 If the Sponsor wishes to increase the Nomination Ceilings in any year during the period of this Agreement as set out in **Schedule 2** to this Agreement, they must provide the Department with the information detailed in **Schedule 7**. A departmental decision-maker will then assess whether the Department will agree to proposed variations to the existing agreement.
- 8.2 The Sponsor acknowledges and agrees that there is no guarantee that additional Nominations and increases in the Nomination Ceilings will be agreed to and that the Commonwealth reserves the right to make the final decision as to the Nomination Ceiling for each year of the Agreement.
- 8.3 Before they Nominate a Nominee under this Agreement, the Sponsor must take all reasonable steps to ensure that:
- (a) the Sponsor recruits suitably skilled Australians who are available; and
  - (b) the Overseas Worker will be able to meet any requirements outlined at **Schedule 4**.
- 8.4 The Sponsor will aim to ensure that:
- (a) in any one Year period Overseas Workers do not comprise more than a third of their Workforce;
  - (b) their reliance on Overseas Workers decreases during the life of this Agreement; and
  - (c) their reliance on temporary visas decreases where existing temporary visa holders have successfully transitioned to permanent residence under this Agreement.
- 8.5 In addition to TSS or ENS Nomination requirements outlined in the Regulations, the Sponsor must demonstrate, through written evidence, when the Sponsor Nominates a Nominee that the Standard Skilled visa program requirements as outlined in the Regulations in relation to the TSMIT, Earnings and/or working hours, unless varied in **Schedule 2** of this agreement, are met.
- 8.6 The Sponsor must comply with any additional requirements for Nomination that are stipulated by the Minister in **Schedule 3**.

### **9. Visa requirements**

- 9.1 The Sponsor acknowledges that as part of the visa application process, the Nominee will need to meet the criteria for grant of a visa as outlined in the Regulations.
- 9.2 This may include:
- (a) requirements that the Nominee has the sufficient skills, experience and English proficiency

to perform the Nominated occupation, and has demonstrated this where requested by the Department; and

- (b) if applying for the ENS visa, any age requirements.

9.3 In most cases, these requirements mirror Standard Skilled visa program requirements.

9.4 Where variations to regulatory or policy requirements apply for visa applicants who are being sponsored under this Agreement, because the Minister has agreed to certain Concessions, these are specified in **Schedule 4**.

## **10. Visa period**

### *TSS visa*

10.1 The Sponsor acknowledges and agrees that when Nominating an Overseas Worker for a TSS visa, the Sponsor will select a proposed employment period of up to a maximum of four (4) years. If approved, the TSS visa for the Nominee may be granted for the requested period.

### *ENS visa*

10.2 A permanent visa will be granted if all legislative requirements are met.

## **11. Sponsorship obligations**

11.1 The Sponsor must satisfy:

- (a) its sponsorship obligations in the Regulations, including where varied (if at all), as outlined in **Schedule 5**;
- (b) any additional obligations imposed in accordance with subsection 140H(3) of the Act specified in **Schedule 6**.

11.2 The Sponsor must comply with Workplace Law, the Migration Legislation and any other immigration laws regulating employment of the Sponsor's sponsored Overseas Worker.

## **12. Reporting**

12.1 The Sponsor must provide a report to the Department within 30 days following a request by the Department. This report must include the items outlined at **Schedule 10** to this Agreement.

## **13. Review**

13.1 This Agreement will be reviewed after three (3) years and/or on an annual basis where additional Nominations increasing the Nomination Ceilings are sought by the Sponsor.

## **14. Audits of this Agreement**

14.1 The Minister may, from time to time, audit the Sponsor's performance of its obligations under this Agreement and the Sponsor will cooperate with the Minister for the purpose of such audits.

14.2 Without limiting the generality of the preceding clause, the Sponsor will:

- (a) liaise with and provide information and assistance to the Minister as reasonably required by the Minister for the purposes of such audits;
- (b) comply with the Minister's reasonable requests or requirements for the purposes of such audits.

14.3 Unless specified otherwise in the Migration Legislation, the Sponsor will retain all records generated for the purposes of this Agreement for seven (7) years from the date of expiration or termination of this Agreement.

14.4 Clause 14 survives the termination or expiration of this Agreement.

## **15. Requests for information**

- 15.1 When requested by the Commonwealth, the Sponsor agrees to provide any of the information specified in **Schedule 10** to the Commonwealth within the timeframe specified by the Commonwealth.

## **Miscellaneous Provisions**

### **16. Notices**

- 16.1 Any notice, demand, consent or other communication given or made under this Agreement:
- (a) must be clearly readable;
  - (b) must, unless it is sent by email, be signed by the party giving or making it (or signed on behalf of that party by its authorised representative);
  - (c) must, unless it is sent by email, be left at the Address or sent by pre-paid security post (air mail if outside Australia) to the Business Address of the recipient; and
  - (d) may be sent by email to the receiving party's Email Account.
- 16.2 A notice to be served on the Commonwealth will be taken to be served if it is served on the Department's address in **Item 1 of Schedule 1**.
- 16.3 A party may change its Business Address, Postal Address or Email Account for the purpose of service by giving notice of that change to the other party in accordance with clause 16.1.
- 16.4 Any communication will be taken to be received by the recipient:
- (a) in the case of a letter, on the third (seventh, if sent outside the country in which the letter is posted) Business Day after the date of posting;
  - (b) in the case of an email, at the end of the day in which the email is transmitted providing that the sender does not receive an email delivery failure notification in respect of the email.

### **17. Variation and entire agreement**

- 17.1 The contents of this Agreement constitute the entire agreement between the parties and supersede any prior negotiations, representations, understandings or arrangements made between the parties regarding the subject matter of this Agreement, whether orally or in writing.
- 17.2 Unless otherwise specified in this Deed, a provision of this Agreement can only be varied by a written document executed by or on behalf of all parties.

### **18. Suspension**

- 18.1 The Minister may, in his/her absolute discretion, suspend this Agreement, in whole or in part, including in situations where Adverse Information regarding the Sponsor has been received, is being investigated and is not considered reasonable to disregard.
- 18.2 The Sponsor and other third parties are not entitled to any compensation or payments as a result of the Minister suspending this Agreement under clause 18.1.
- 18.3 Where the Minister suspends this Agreement in accordance with clause 18.1 the Minister will notify the Sponsor in writing.
- 18.4 For the avoidance of doubt, where the Minister notifies that this Agreement has been suspended in accordance with clause s 18.1 and 18.3, the suspension shall take effect at the time the notice is taken to be received by the Sponsor, in accordance with clause 16.
- 18.5 Where the Minister suspends this Agreement in accordance with clause 18.1, the Minister may, in determining the order for considering and disposing of Nomination applications and visa



applications, give the lowest priority to applications made under this Agreement.

- 18.6 After a period of suspension, the Minister may, at his/her absolute discretion, choose to resume this Agreement by notifying the Sponsor in writing.
- 18.7 Where the Minister chooses to resume this Agreement in accordance with clause 18.6 and notifies the Sponsor, the Agreement will resume at the time the notice is taken to be received, in accordance with clause 16.
- 18.8 For the avoidance of doubt, any period of suspension will have no impact on and will not amend the period of this Agreement. The period of this Agreement will remain as specified in **Item 4 of Schedule 1**.

## **19. Termination**

- 19.1 The Minister may, in its absolute discretion, terminate this Agreement at any time, including for reasons of public interest, where:
  - (a) there is a change in policy or a change in government which results in a change in policy settings;
  - (b) Adverse Information has been received by the Department regarding the Sponsor and it is not considered reasonable to disregard; or
  - (c) the Sponsor is no longer party to the Memorandum of Understanding.
- 19.2 The Sponsor will not be entitled to any compensation or payments as a result of the Minister terminating this Agreement under clause 19.1.
- 19.3 Otherwise, if the Minister contends that the Sponsor is in default under this Agreement, the Minister may, without prejudice to any right of action or remedy which has accrued or which may accrue (including the Minister's entitlement to terminate in accordance with clause 19.1):
  - (a) suspend this Agreement in whole or in part; and
  - (b) serve notice on the Sponsor, advising that this Agreement is suspended and requiring the Sponsor to rectify to the satisfaction of the Minister, those aspects of the Sponsor's performance which are of concern to the Commonwealth; or
  - (c) terminate this Agreement without prejudice to any right of action or remedy which has accrued or which may accrue.
- 19.4 If as an Approved Work Sponsor, the Sponsor is in breach of a sponsorship obligations under the Migration Legislation, the Sponsor will be taken to be in default under this Agreement as if the statutory obligation was a contractual obligation of the Sponsor.
- 19.5 For the avoidance of doubt, a breach of the Sponsor's warranty given in clause 4.1 with respect to pre-contractual information, will entitle the Minister to suspend this Agreement and serve a notice under clause 18.3 and/or to take any other contractual redress in accordance with this Agreement.
- 19.6 A party may, in its discretion, terminate this Agreement early by giving 28 days' notice to the other party, whereupon this Agreement will be terminated with effect 28 days after the notice of termination is served. A party serving a notice of termination under this clause:
  - (a) need not specify a reason for serving the notice;
  - (b) may withdraw the notice before the 28 days have elapsed; and
  - (c) will not be liable to compensate the other party for costs or damages that may arise from the early termination.
- 19.7 For the avoidance of doubt if this Agreement is terminated for any reason, or for no reason:



- (a) the Sponsor will no longer be an Approved Work Sponsor and their approval as a Sponsor for the purposes of this Agreement will be automatically terminated; and
  - (b) visas granted pursuant to this Agreement will be subject to the operation of the Migration Legislation.
- 19.8 A waiver by a party in respect of any breach of a condition or provision of this Agreement will not be deemed to be a waiver in respect of any continuing or subsequent breach of that provision, or breach of any other provision. The failure of a party to enforce at any time any of the provisions of this Agreement will in no way be interpreted as a waiver of such provision.

## **20. Adverse Information**

- 20.1 The Sponsor is required to disclose to the Department Adverse Information about the Sponsor or any persons associated with the Sponsor.
- 20.2 The Sponsor is required to disclose such Adverse Information to the Department, as soon as practicable, after it becomes aware of such information.
- 20.3 Unless otherwise agreed, the Sponsor must respond to any notices in the timeframe requested in the relevant notice (including any requests for information included in the notices) issued by the Department in relation to Adverse Information that the Department has become aware of, or Adverse Information that the Department reasonably believes or suspects to exist and should be disclosed.
- 20.4 "Associated with" has the same meaning as in regulation 1.13B of the Regulations.

## **21. Sanctions**

- 21.1 Instead of terminating this Agreement:
- (a) the Commonwealth may, in its discretion, prevent or 'bar' the Sponsor from making further Nominations under this Agreement for a specified period, or
  - (b) the Minister may, in his or her absolute discretion, give the lowest processing priority to Nomination applications and visa applications made under this Agreement.
- 21.2 The Commonwealth may, in its discretion, instead of terminating this Agreement or in addition to terminating this Agreement, take action against the Sponsor for a breach of contract to recover damages and/or for injunctive relief.
- 21.3 The Commonwealth may, in its discretion, instead of taking any enforcement action under this Agreement or in addition to taking such enforcement action, pursue a civil penalty or issue an infringement notice under the Migration Legislation for failing to satisfy a sponsorship obligation.

## **22. Relationship between the parties**

- 22.1 Nothing in this Agreement:
- (a) constitutes a partnership between the parties; or
  - (b) except as expressly provided, makes a party an agent of another party for any purpose.
- 22.2 A party cannot in any way or for any purpose:
- (a) bind another party; or
  - (b) contract in the name of another party.
- 22.3 If a party must fulfil an obligation and that party is dependent on another party, then that other party must do each thing reasonably within its power to assist the other in the performance of that obligation.

- 22.4 If the Sponsor is constituted by more than one legal entity (such as a partnership or an unincorporated association), each of those legal entities will be jointly and severally liable for performance under this Agreement.

### **23. Assurances, counterparts and assignment**

- 23.1 Each party must promptly execute all documents and do all other things reasonably necessary or desirable to give effect to the arrangements recorded in this Agreement.
- 23.2 This Agreement may be executed in any number of counterparts.
- 23.3 A party cannot assign or otherwise transfer its rights under this Agreement without the prior written consent of the other party.

### **24. Dispute resolution**

- 24.1 The Parties will deal with any dispute arising during the course of this Agreement as follows:
- (a) the party claiming that there is a dispute must notify the other party of the dispute;
  - (b) the parties will use reasonable endeavours to resolve the dispute by direct negotiation;

- (c) the parties must allow 28 days from notification of the dispute to reach a resolution or to agree to refer the dispute to mediation in accordance with, and subject to, The Institute of Arbitrators and Mediators Australia Mediation Rules or some other form of alternative dispute resolution procedure agreed to in writing by the Parties; and
- (d) in the event that:
  - (i) the Parties have attended mediation, or some other form of alternative dispute resolution procedure; and
  - (ii) no written settlement agreement is executed within 15 Business Days (or such extended time as the Parties may agree in writing before the expiration of the 15 Business days) of the conclusion of the mediation or some other form of alternative dispute resolution procedure

then either Party may commence legal proceedings or terminate this Agreement.

24.2 The Parties acknowledge that the Administrative Appeals Tribunal may have jurisdiction to review decisions in relation to nomination applications and visa applications. This Agreement does not abrogate any rights of a merits review by the Administrative Appeals Tribunal.

## **25. Confidential information and information sharing**

- 25.1 If a party's information is specified as Confidential Information in **Item 5 of Schedule 1**, the other party will not disclose the information without the first party's prior written consent, except when disclosure of the information is required by law, statutory or portfolio duties.
- 25.2 The Sponsor consents to information concerning it which is relevant to the operation of this Agreement being shared by the Minister with:
  - (a) State or Territory government agencies in the State or Territory in which the Sponsor conducts business, where those agencies have regulatory or other relevant interests in the operation of this Agreement;
  - (b) Commonwealth agencies with regulatory or other relevant interests in the operation of this Agreement, including the Department of Employment and Workplace Relations.
- 25.3 The Sponsor will allow the disclosure of information related to this Agreement for various reporting and Commonwealth disclosure obligations. These disclosures include:
  - (a) disclosure of procurement information for the Department's annual reporting purposes;
  - (b) disclosure to the Parliament and its committees, as appropriate, in line with the Government Guidelines for Official Witnesses before Parliamentary Committees and Related Matters;
  - (c) disclosure of information consistent with the *Freedom of Information Act 1982*;
  - (d) disclosure of discoverable information that is relevant to a case before a court; and
  - (e) disclosure of information as required under other legislation or Commonwealth policy.
- 25.4 The Sponsor acknowledges and agrees that the Department will publish information on its website regarding this Agreement, with more sensitive business information contained in labour agreement requests and agreements, as specified at **Item 5 of Schedule 1** to remain confidential.
- 25.5 The Sponsor must comply with any reasonable request by the Commonwealth for information to enable the Commonwealth to meet its obligations in this Agreement.
- 25.6 Clause 25.3 survives the termination or expiration of this Agreement.

## **26. Fettering and publishing**

- 26.1 Nothing in this Agreement fetters or detracts from the Commonwealth's discretions, functions or powers under the Migration Legislation, Workplace Law or other relevant Commonwealth laws.

In the event the Commonwealth has published an outline of this Agreement, the published outline is an invitation to treat with prospective sponsors and is not an offer to enter into contractual relations with any such sponsor on the basis of the published outline.

- 26.2 The Commonwealth may grant or refuse to grant consent, in its absolute discretion, to any application by the Sponsor for consent to a change in control of the Sponsor that may be inimical to the Sponsor's performance under this Agreement, and the Commonwealth may attach such conditions on a consent as the Commonwealth sees fit.

## **27. Legal expenses**

- 27.1 Each party must pay its own legal costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this Agreement.
- 27.2 The Sponsor must pay any stamp duty assessed on or in relation to this Agreement and any instrument or transaction required by or necessary to give effect to this Agreement.

## **28. Survival after termination**

- 28.1 Any provision of this Agreement which expressly or by implication from its nature is intended to survive the termination or expiration of this Agreement and any rights arising on termination or expiration will survive, including Confidential Information, and any sponsorship obligations as an Approved Work Sponsor.

## **29. Governing law and jurisdiction**

- 29.1 The laws applicable in the Australian Capital Territory govern this Agreement.
- 29.2 The parties submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory and any courts competent to hear appeals from those courts.

## **30. Indemnity**

- 30.1 The Sponsor agrees to indemnify the Commonwealth from and against any:
- (a) cost or liability incurred by the Commonwealth; or
  - (b) loss or expense incurred by the Commonwealth in dealing with any claim against it including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the Commonwealth, arising from:
    - (c) any act or omission by the Sponsor or its Personnel in connection with this Agreement; or
    - (d) any breach of its obligations as an Approved Work Sponsor or warranties under this Agreement;
- irrespective of whether there was fault on the part of the person whose conduct gave rise to that liability, loss or damage, or loss or expense.
- 30.2 The Sponsor's liability to indemnify the Commonwealth under clause 30.1 will be reduced proportionately to the extent that any breach of this Agreement by the Commonwealth or any act or omission involving fault on the part of the Commonwealth contributed to the relevant cost, liability, loss, damage, or expense.
- 30.3 The right of the Commonwealth to be indemnified under clause 30.1 is in addition to, and not exclusive of, any other right, power or remedy provided by law, but the Minister is not entitled to be compensated in excess of the amount of the relevant cost, liability, loss, damage, or expense.
- 30.4 In clause 30.1, "Personnel" means a party's officers, employees, agents, contract staff or professional advisers engaged in, or in relation to, the performance or management of this



Agreement.

30.5 Clause 30.1 will survive six (6) years from the expiration or termination of this Agreement.

### **31. Severability, Waiver**

31.1 If any provision of this Agreement is held to be unlawful, invalid, unenforceable or in conflict with any Law, it is to be severed so that the validity and enforceability of the remaining provisions are not affected.

31.2 A right or remedy created by this Agreement cannot be waived except in writing signed by the party entitled to that right. Delays by a party in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

### **32. Conflict of Interest**

32.1 Each party warrants that, to the best of its knowledge after making diligent inquiry, at the date of signing this Agreement no conflict of interest exists or is likely to arise under this Agreement.

32.2 If, during the period of this Agreement, a party becomes aware of a conflict of interest or a risk of conflict of interest arising, each party undertakes to notify the other party immediately in writing of that conflict or risk.

## **Schedule 1      Particulars**

### **Item 1                                  Commonwealth Particulars**

Name: Department of Home Affairs

Business Address: 6 Chan Street, BELCONNEN ACT 2617

Telephone Number: (02) 6264 1927

Email Address: [labour.agreement.section@homeaffairs.gov.au](mailto:labour.agreement.section@homeaffairs.gov.au)

Contact Officer: Director, Labour Agreement Section

### **Item 2                                  The Approved Work Sponsor's Particulars**

Name:

ACN:

ABN:

Business Structure:

Business Address:

Telephone Number:

Email Address:

Contact Officer:

### **Item 3                                  The Approved Work Sponsor's Business**

Industry Segment:

### **Item 4                                  Commencement and period**

Effective Date: The date signed by the Commonwealth being the last party to sign the Agreement

Cease Date: Five (5) years from the Effective Date

### **Item 5                                  Commercial-in-Confidence Information**

The company specific information (i.e. non-template text) contained in the Schedules to this Agreement.

All information provided to request and secure access to this Agreement.

## Schedule 2 Occupations, Nomination Ceiling and Location

### Item 2.1 Maximum Number of approved Nominations

The table below outlines the occupations that can be nominated under this Agreement. It also specifies the Maximum Number of approved Nominations (i.e. ceiling) per year for these Occupations, and where the Nominated positions are based (i.e. location of work).

#### TSS Nomination Ceilings

| ANZSCO or 6 digit code | Occupation              | Nomination Ceilings |        |        |        |        |
|------------------------|-------------------------|---------------------|--------|--------|--------|--------|
|                        |                         | Year 1              | Year 2 | Year 3 | Year 4 | Year 5 |
| 423111                 | Aged or Disabled Carer  | X                   | X      | X      | X      | X      |
| 423312                 | Nursing Support Worker  |                     |        |        |        |        |
| 423313                 | Personal Care Assistant |                     |        |        |        |        |

#### ENS Nomination Ceilings

| ANZSCO or 6 digit code | Occupation              | Nomination Ceilings |        |        |        |        |
|------------------------|-------------------------|---------------------|--------|--------|--------|--------|
|                        |                         | Year 1              | Year 2 | Year 3 | Year 4 | Year 5 |
| 423111                 | Aged or Disabled Carer  | X                   | X      | X      | X      | X      |
| 423312                 | Nursing Support Worker  |                     |        |        |        |        |
| 423313                 | Personal Care Assistant |                     |        |        |        |        |

#### Note:

- The Minister may vary the Maximum Number of approved Nominations and Occupations at any time, with Maximum Numbers subject to annual review.
- If the Approved Work Sponsor wishes to increase the Maximum Numbers specified above, they must seek a variation to this Agreement as outlined at clause 8.1 to this Agreement.

### Item 2.2 Caveats not applicable

None of the matters specified in an instrument made under subregulation 2.72(9) and subregulations 5.19(5), (10) and (11) of the Regulations, applies to any Occupation specified in this Agreement.

### **Schedule 3      Occupations not in ANZSCO**

The parties have not agreed to the inclusion of occupations that are not listed in ANZSCO in this agreement.



## Schedule 4 Qualifications and Experience

The following skills, qualifications, experience and employment background requirements apply to the occupations listed in the tables below in relation to subclass 482 Temporary Skill Shortage (TSS) and where eligible, under the permanent residence pathway, subclass 186 Employer Nomination Scheme (ENS) visas.

### *Skills Assessments*

Where required, Qualifications are to be assessed and certified by the relevant skills assessing authority as being at least equivalent to the relevant Australian Qualifications Framework (AQF) qualification detailed for the relevant tables below, in order to assist the Minister's decision as to whether the visa applicant has the necessary qualifications for the position. Skills assessing authorities under this agreement include the Australian Community Workers Association (ACWA) and Australian Nursing and Midwifery Accreditation Council (ANMAC)

For occupations that appear on an eligible list of skilled occupations a skills assessment is only required in accordance with the relevant standard visa programs set out under Migration law.

**Table: Occupations with specified skills assessing authorities**

| ANZSCO or 6 digit Code | Occupation              | ANZSCO Skill Level | Skills Assessing Authority |
|------------------------|-------------------------|--------------------|----------------------------|
| 423111                 | Aged or Disabled Carer  | 4                  | ACWA                       |
| 423312                 | Nursing Support Worker  | 4                  | ANMAC                      |
| 423313                 | Personal Care Assistant | 4                  | ANMAC                      |

### *Work Experience*

Work experience to fulfil visa requirements must be:

- relevant to the nominated occupation and at the required skill level;
- full-time or part time pro rata equivalent unless otherwise specified below. Full-time work should be in accordance with the National Employment Standards; and
- undertaken in the last five (5) years.

Where specified below, work experience to fulfil visa requirements, can be undertaken concurrently with work experience used to substitute qualifications, provided the work experience was at the same skilled level.

#### **Item 4.1 ANZSCO Occupations**

For the occupations listed in the table under this **Item**, which are requested under this Agreement but are not on an eligible list of skilled occupations, the following skills, qualifications, experience and employment background criteria will apply to any nomination for these occupations or any application for a TSS or ENS visa made under the Migration Legislation.

### *Skills Assessment*

Hold a relevant skills assessment for the nominated occupation where the qualification was undertaken outside Australia or where work experience is undertaken to substitute formal qualifications.

A skills assessment is not required where the relevant AQF qualification was undertaken in Australia.

### *Skills and Qualifications*

Hold at least a relevant AQF Certificate III or equivalent; or

One year of relevant work experience can substitute the formal qualification.

***Work Experience***

Meet the work experience requirements under the standard TSS or ENS program; or

*TSS:*

- No work experience is required in addition to the qualification or work experience used to substitute the formal qualification.

*ENS:*

- Have at least two (2) years of relevant work experience undertaken in Australia.

**Table: ANZSCO Occupations**

| <b>ANZSCO or<br/>6 digit Code</b> | <b>Occupation</b>       | <b>ANZSCO Skill Level</b> |
|-----------------------------------|-------------------------|---------------------------|
| 423111                            | Aged or Disabled Carer  | 4                         |
| 423312                            | Nursing Support Worker  | 4                         |
| 423313                            | Personal Care Assistant | 4                         |

## **Schedule 5      Concession to the Temporary Skilled Migration Income Threshold (TSMIT)**

In relation to the Nomination of Occupations for TSS and ENS visas, the following additional requirements must be met by an Approved Work Sponsor.

Under this Schedule:

- ‘Annual Market Salary Rate’ has the same meaning as in regulation 1.03 of the Regulations: the earnings an Australian citizen or an Australian permanent resident earns or would earn for performing equivalent work on a full-time basis for a year in the same workplace at the same location. It is determined in accordance with the instrument which specifies the method for determining the Annual Market Salary Rate for an occupation nominated under section 140GB of the Act or an occupation in relation to which a position is nominated under regulation 5.19 of the Regulations.
- ‘Annual Earnings’ means an Overseas Worker’s Earnings calculated on an annual basis.

### ***Concessional occupations***

‘Concessional occupation’ means an Occupation specified in the table under this schedule for which a TSMIT concession applies.

In relation to an Overseas Worker who is nominated/ identified for a concessional occupation in relation to a TSS or an ENS visa, in accordance with the applicable concession type set out below, the nominating Approved Work Sponsor must provide the Overseas Worker with an amount of Annual Earnings which is equal to or greater than:

- the Annual Market Salary Rate, and
- Reduced TSMIT

‘Reduced TSMIT’ means \$51,222.

### **TSMIT Concession**

|   | <b>Concession</b>  |
|---|--|
| <b>Monetary Earnings</b>                        | At least \$51,222  |
| <b>Non-monetary earnings (food &amp; board)</b> | Non-monetary earnings are not approved under this agreement. |
| <b>Total Annual Earnings</b>                    | <b>At least \$51,222</b>                                     |

### **Reduced TSMIT, and Earnings to include Guaranteed Overtime**

‘Reduced TSMIT’ applies.

‘Earnings’ has the same meaning as in the regulation 1.03 of the Regulations, which provides that earnings has a meaning affected by regulation 2.57A of the Regulations, except that it also includes guaranteed overtime where:

- The guaranteed overtime is consistent with standard industry practice within the sector;
- There are equivalent Australians performing equivalent work in the Approved Work Sponsor’s workplace at the same location and whose arrangements have been guaranteed in an industrial arrangement for those workers; and

- At the time of nomination the Approved Work Sponsor provides evidence that the hours are guaranteed within the employment contract for the Overseas Worker, and confirms the hours are consistent with the National Employment Standards; and
- Application of the concession is subject to the Earnings being in line with applicable Industrial Awards or Enterprise Agreements and not below levels for Australian employees in comparable roles.

**Table: Occupations to which TSMIT Concessions may apply**

| <b>ANZSCO or 6 digit Code</b> | <b>Occupation</b>       | <b>ANZSCO Skill Level</b> | <b>Concession</b> |
|-------------------------------|-------------------------|---------------------------|-------------------|
| 423111                        | Aged or Disabled Carer  | 4                         | \$51,222          |
| 423312                        | Nursing Support Worker  | 4                         | \$51,222          |
| 423313                        | Personal Care Assistant | 4                         | \$51,222          |



## Schedule 6 Concession to English language requirement

**Option 1 – Non-CALD provider - Please delete if no concession is to be applied or is a CALD provider**

In this Schedule, **IELTS** means the International English Language Testing System or the equivalent in another accepted English language test.

Other accepted English language tests are:

- Occupational English Test (OET);
- Test of English as a Foreign Language internet-based test (TOEFL iBT);
- Pearson Test of English (PTE) Academic test; or
- Cambridge English: Advanced (CAE) test.

The English language requirements may be met if a visa applicant would be regarded as an ‘exempt applicant’ for the purpose of the legislative instruments applicable to TSS and ENS visas.

For any Occupations not listed in the table under this schedule, the Overseas Worker is required to meet the minimum standard English language requirements applicable to the TSS Short Term stream and ENS Direct Entry stream under the Regulations.

For the Occupations listed in the table under this schedule, the following English Language concessions apply (unless registration or licensing requires a higher level of English):

- **TSS (482) visa:** overall score of IELTS 5.0 (or equivalent), with a minimum individual band scores of:
  - 5.0 for Speaking and Listening
  - 4.5 for Reading and Writing
- **ENS (186) visa:** overall score of IELTS 5.5 (or equivalent), and no minimum individual band scores

**Table: Occupations Eligible for English Language Concession**

| ANZSCO or 6 digit Code | Occupation              | ANZSCO Skill Level |
|------------------------|-------------------------|--------------------|
| 423111                 | Aged or Disabled Carer  | 4                  |
| 423312                 | Nursing Support Worker  | 4                  |
| 423313                 | Personal Care Assistant | 4                  |

**Option 2 – CALD Provider - Please delete if no concession is to be applied or not CALD Provider**

In this Schedule, **IELTS** means the International English Language Testing System or the equivalent in another accepted English language test.

Other accepted English language tests are:

- Occupational English Test (OET);
- Test of English as a Foreign Language internet-based test (TOEFL iBT);
- Pearson Test of English (PTE) Academic test; or
- Cambridge English: Advanced (CAE) test.

The English language requirements may be met if a visa applicant would be regarded as an ‘exempt applicant’ for the purpose of the legislative instruments applicable to TSS and ENS visas.

For any Occupations not listed in the table under this schedule, the Overseas Worker is required to meet the minimum standard English language requirements applicable to the TSS Short Term stream and ENS Direct Entry stream under the Regulations.

For the Occupations listed in the table under this schedule, the following English Language concessions apply (unless registration or licensing requires a higher level of English):

- **TSS (482) visa:** overall score of IELTS 4.5 (or equivalent), and no minimum individual band scores.
- **ENS (186) visa:** overall score of IELTS 5.5 (or equivalent), and no minimum individual band scores.

**Table: Occupations Eligible for English Language Concession**

| <b>ANZSCO or 6 digit Code</b> | <b>Occupation</b>       | <b>ANZSCO Skill Level</b> |
|-------------------------------|-------------------------|---------------------------|
| 423111                        | Aged or Disabled Carer  | 4                         |
| 423312                        | Nursing Support Worker  | 4                         |
| 423313                        | Personal Care Assistant | 4                         |

## Schedule 7 Permanent Residency Pathway

**Option 1 – No Permanent Residency Pathway approved – TSS nomination ceilings only.**

No Permanent Residency Pathway is approved under this agreement

**Option 2 –Permanent Residency Pathway approved.**

### Item 7.1 Permanent Residency Pathway

A permanent residency pathway for Overseas Workers is available through the ENS visa program.

No concession to the age limitation for the ENS visa applies under this agreement.

The following conditions will apply to any nomination for an ENS visa (in addition to the ENS and requirements outlined in the Migration Legislation):

- (a) The Overseas Worker has been employed in Australia, in the ENS nominated occupation, an occupation in the table below, or a closely related occupation that is also specified under this Agreement for a period of:
  - (i) At least two (2) years full time before the ENS nomination is made; or
  - (ii) Part-time work equivalent to at least two (2) years full time before the ENS nomination is made
- (b) For the whole time that the Overseas Worker was employed in accordance with paragraph (a) they must have complied with the conditions of the visa held.
- (c) The Overseas Worker identified in the ENS nomination will be employed on a full-time basis in the position for at least two (2) years; and
- (d) The terms and conditions of employment of the Overseas Worker will not include an express exclusion of the possibility of extending the period of employment.

**Table: Occupations eligible for permanent residence pathway**

| ANZSCO or 6 digit Code | Occupation              | ANZSCO Skill Level |
|------------------------|-------------------------|--------------------|
| 423111                 | Aged or Disabled Carer  | 4                  |
| 423312                 | Nursing Support Worker  | 4                  |
| 423313                 | Personal Care Assistant | 4                  |

## **Schedule 8      Additional requirements for nomination**

### **Item 8.1      Labour market testing requirements**

Evidence of labour market testing is considered met whilst the Approved Work Sponsor is a party to the Memorandum of Understanding with the Relevant Union(s), and the Relevant Union(s) have not raised any concerns about the labour market testing processes of the Approved Work Sponsor.

### **Item 8.1      Obligation to cooperate with inspectors**

The obligation in regulation 2.78 of the Regulations applies and is not varied.

### **Item 8.2      Obligation to ensure equivalent terms and conditions of employment**

The obligation in regulation 2.79 of the Regulations applies and is not varied.

### **Item 8.3      Obligation to pay travel costs to enable sponsored persons to leave Australia**

The obligation in regulation 2.80 of the Regulations applies and is not varied.

### **Item 8.4      Obligation to pay costs incurred by the Commonwealth to locate and remove unlawful non-citizens**

The obligation in regulation 2.81 of the Regulations applies and is not varied.

### **Item 8.5      Obligation to keep records**

The obligation in regulation 2.82 of the Regulations applies and is not varied.

### **Item 8.6      Obligation to provide records and information to the Minister**

The obligation in regulation 2.83 of the Regulations applies and is not varied.

### **Item 8.7      Obligation to provide information to Immigration when certain events occur**

The obligation in regulation 2.84 of the Regulations applies and is not varied.

### **Item 8.8      Obligation to ensure Primary Sponsored Person works or participates in Nominated Occupation, program or activity**

The obligation in regulation 2.86 of the Regulations applies and is not varied.

### **Item 8.9      Obligation not to recover, transfer or take actions that would result in another person paying for certain costs**

The obligation in regulation 2.87 of the Regulations applies and is not varied. For clarity, the Approved Work Sponsor must not charge employees for services (see **Schedule 10** of this Agreement).

## **Schedule 9      Additional sponsorship obligations specific to this Agreement**

The additional obligations listed below are applicable and commence when the Overseas Worker commences his or her employment or engagement with the Approved Work Sponsor, and end on the earlier of the day on which the Overseas Worker:

- (a) is granted a further substantive visa that is:
  - (i) not a TSS visa; and
  - (ii) in effect; and
- (b) ceases employment or engagement with the Approved Work Sponsor.

### **Item 9.1      Obligations not to Nominate where money owed**

The Approved Work Sponsor must not Nominate Overseas Workers or members of their family unit who it has assessed, reasonably suspects or ought to reasonably suspect of owing money as a result of being recruited.

### **Item 9.2      Information on workplace rights**

The Approved Work Sponsor must ensure that all Overseas Workers engaged under this Agreement are supplied with workplace rights information within seven (7) days of commencing employment in the Nominated Occupation with the Approved Work Sponsor.

### **Item 9.3      Obligations to pay salary directly**

An Approved Work Sponsor must pay the Overseas Worker directly.

### **Item 9.4      Obligations regarding salary deductions**

An Approved Work Sponsor may not deduct an amount from an amount payable to an Overseas Worker unless the deduction is authorised:

- (a) in writing by the employee and is principally for the employee's benefit; or
- (b) by the employee in accordance with an enterprise agreement; or
- (c) by or under a modern award or a *Fair Work Act 2009* (Cth) order; or
- (d) by or under a law of the Commonwealth, a State or a Territory, or an order of a court.

### **Item 9.5      Obligations regarding charging for fees for services provided**

An Approved Work Sponsor must not charge Overseas Workers fees for services provided, including for their nomination and securing employment.

### **Item 9.6      Obligations regarding Annual Earnings**

An Approved Work Sponsor must provide an Overseas Worker with Annual Earnings worked out in accordance with **Schedule 5** for their Occupation.



## **Schedule 10      Information to be provided to the Commonwealth**

The Approved Work Sponsor must provide the following documentation to the Commonwealth when requested or when seeking additional Nomination Ceilings:

- (a) updated Workforce Plan, which must outline the current, and where requested, projected future composition of an Approved Work Sponsor's workforce. It must also include details of the total number of Australian workers (including permanent residents) and temporary visa holders engaged by the Approved Work Sponsor;
- (b) evidence of labour market testing that has been undertaken during the last 12 months;
- (c) evidence of salary arrangements for, and amounts paid to, persons who are or were Overseas Workers;
- (d) details of any breaches of immigration or other Commonwealth or State laws by the Approved Work Sponsor;
- (e) the dates and numbers and Occupations of any and all Australian workers who have been retrenched or made redundant in the past 12 month period;
- (f) details of any Memorandum of Understanding that is currently in effect with the Relevant Industry Union(s); and
- (g) any additional information requested by the Commonwealth.

# Signing Page

Select appropriate signature page option for the type of employer and move to this page. Delete other pages to end of document.

## Executed as a Deed

**SIGNED, SEALED AND DELIVERED** for and  
on behalf of the **COMMONWEALTH OF  
AUSTRALIA** under the written authority of the  
**Minister for Immigration, Citizenship and  
Multicultural Affairs** by its duly authorised  
departmental official in the presence of

\_\_\_\_\_  
Signature of official

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name and position of official

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Option 1

Insert this signature block for a company registered under the Australian *Corporations Act 2001* (Cth)  
[for example an Australian company].

**Executed as a Deed by [INSERT APPROVED WORK SPONSOR'S NAME] )**

**ACN: [insert ACN] .....**)

**ABN: [insert ABN] .....**)

in accordance with section 127 of the  
*Corporations Act 2001* (Cth)

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Director/Company Secretary

\_\_\_\_\_  
Name of Director

\_\_\_\_\_  
Name of Director/Company Secretary

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_

Date

\_\_\_\_\_

Date

## Option 2

Insert this signature block for a company registered under the Australian *Corporations Act 2001* (Cth) [for example an Australian company] that has a sole director who is also the sole company secretary.

**Executed as a Deed** by [INSERT APPROVED WORK SPONSOR'S NAME] ABN [insert ABN] in accordance with section 127 of the *Corporations Act 2001* (Cth)

\_\_\_\_\_  
Name of sole director who is also the sole company secretary

\_\_\_\_\_  
Signature of sole director who is also the sole company secretary

\_\_\_\_\_  
Date

By executing this Agreement the signatory warrants that the signatory is the sole director and also the sole company secretary of the Approved Work Sponsor and the signatory warrants that the signatory is duly authorised to execute this Agreement on behalf of the Approved Work Sponsor

in the presence of:

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Date

### Option 3

Insert this signature block for a company not registered under the Australian *Corporations Act 2001* (Cth) [for example an international or foreign company]

**SIGNED, SEALED AND DELIVERED** by [INSERT APPROVED WORK SPONSOR'S NAME]  
[insert identifying company number] by:

\_\_\_\_\_  
Name and position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

in the presence of:

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Date

**Option 4**

Insert this signature block for a partnership

**SIGNED, SEALED AND DELIVERED** by **[INSERT APPROVED WORK SPONSOR’S NAME]**

\_\_\_\_\_  
Name of partner

\_\_\_\_\_  
Signature of partner

\_\_\_\_\_  
Date

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

in the presence of:

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Date



**Option 5**

Insert this signature block for an individual

**SIGNED, SEALED AND DELIVERED** by [INSERT APPROVED WORK SPONSOR’S NAME]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

in the presence of:

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Date