



Australian Government

Department of Education, Employment
and Workplace Relations

Funding Agreement

between the

COMMONWEALTH OF AUSTRALIA

as represented by the

Department of Education, Employment and Workplace Relations

and

The Union Education Foundation Limited

regarding funding for

**the establishment and conduct of
national workplace education programs**

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Initials

Handwritten initials in black ink, appearing to be 'J.R.' or similar, written over a dotted line.

Parties

COMMONWEALTH OF AUSTRALIA ('Commonwealth, 'Us', 'We' or 'Our') represented by and acting through the Department of Education, Employment and Workplace Relations ['Department']

AND

The Union Education Foundation Limited ('You' or 'Your')

Note: this agreement uses a number of words which are defined in the glossary in clause 34.1. Defined terms start with a capital letter, eg, Asset.

Objective of the Grant

- A. The objective of the grant for the development and delivery of national workplace education programs is to create a cooperative workplace relations environment by improving the skills and knowledge of employee representatives. Improved skills and knowledge of employee representatives will provide them with greater capability to conduct enterprise bargaining cooperatively and improve outcomes for both employers and employees.
- B. The grant objective is consistent with and promotes the Australian Government's policy objectives as detailed in the *Fair Work Act 2009*; particularly achieving productivity and fairness through an emphasis on enterprise-level collective bargaining underpinned by simple good faith bargaining obligations.

Purpose

- A. The Commonwealth has established an arrangement under which it will provide Funding for the development and delivery of national workplace education programs.
- B. You are committed to developing and delivering national workplace education programs to assist employee representatives to obtain the skills and knowledge to enable them to develop and maintain cooperative workplace relations at the enterprise level (the Project). These national workplace education programs are important in ensuring the successful implementation of the new workplace relations system and are an integral part of the Australian Government's broad-reaching education and information activities on the new system.
- C. As a result of this commitment, We agree to support the Project by providing Funding to You, subject to the terms and conditions of this agreement.
- D. We are required by law to ensure accountability for public money, with our legal obligations reflected in this agreement, and You are required to be accountable for all Funds provided by Us consistent with the terms of this agreement.
- E. You agree to accept the Funding on the terms and conditions set out in this agreement.

Two handwritten signatures in black ink, one appearing to be 'JL' and the other 'R', located in the bottom right corner of the page.

- F. We agree to manage this agreement having regard to the need for a constructive and cooperative relationship, with effective consultation on the matters the subject of the agreement.

1 Project

- 1.1. You will develop and deliver national workplace education programs to improve the skills and knowledge of employee representatives (the Project). The programs must reflect the different skill requirements for employee representatives depending on the particular nature of their role. Specifically, the national workplace education programs must focus on:
- (a) providing the skills to enable employee representatives to develop and maintain cooperative workplace relations at the enterprise level;
 - (b) providing skills and knowledge that assists employee representatives to conduct enterprise bargaining cooperatively and improve employment practices and workplace outcomes for both employers and employees;
 - (c) enhancing fairness and representation in Australia's workplaces through an emphasis on improving understanding of effective practices and procedures in the resolution of grievances and disputes;
 - (d) enhancing employee representatives' knowledge and understanding of the Fair Work system, including the National Employment Standards, Modern Awards, workplace rights, general protections, lawful industrial activities, compliance and enforcement activities of the Fair Work Ombudsman and the role and functions of Fair Work Australia;
 - (e) providing skills and knowledge to assist employee representatives to promote awareness and utilisation in the workplace of measures available under the Fair Work system that can assist employees to balance their work and family responsibilities including the right to request flexible working arrangements; and
 - (f) enhancing fairness in Australia's workplaces through an improved understanding of equity and discrimination issues in the workplace, including the principle of equal remuneration for work of equal or comparable value as embodied in the Fair Work system.
- 1.2. You will develop and deliver the programs in a manner consistent with the following:
- (a) the programs improve employment practices and workplace outcomes for businesses, employees and unions;
 - (b) the programs enhance cooperation between employers and employees in furthering the objective of the grant;
 - (c) the programs are consistent with the Commonwealth's outcome of achieving productivity and fairness through an emphasis on enterprise-level collective bargaining underpinned by simple good faith bargaining obligations;

- (d) the programs enhance fairness and representation in Australia's workplaces through an emphasis on improving understanding of effective practices and procedures in the resolution of grievances and disputes;
- (e) the programs enhance employee representatives' knowledge and understanding of the Fair Work system, including the National Employment Standards, Modern Awards, workplace rights, general protections, lawful industrial activities, compliance and enforcement activities of the Fair Work Ombudsman and the role and functions of Fair Work Australia;
- (f) the programs enhance employee representatives' skills and knowledge of the measures available under the Fair Work system that can assist employees to balance their work and family responsibilities, including the right to request flexible working arrangements, and their understanding of equity and discrimination issues in the workplace, including the principle of equal remuneration for work of equal or comparable value;
- (g) the programs contribute to better corporate performance and accountability consistent with principles of good corporate governance and statutory requirements;
- (h) the programs are consistent with good educational principles and are developed having regard, where necessary, to research about the Australian workplace;
- (i) the programs are administered equitably, to the benefit of employee representatives of diverse affiliations, industries and occupations; and
- (j) the programs are administered having regard to such matters as the needs of low paid workers and of employee representatives in regional Australia.

1.3. You must carry out the Project:

- (a) in the manner specified in this clause 1;
- (b) within the Project Period; and
- (c) in accordance with this agreement, diligently, effectively and to a high professional standard.

1.4 The programs established in accordance with clause 1.1 and carried out in accordance with clause 1.2 must be established and carried out in accordance with the project plans prepared in accordance with clause 12. The programs must be managed in accordance with the governance plan prepared in accordance with clause 13 of this agreement.

2 Term of Agreement

- 2.1 This agreement commences on the Date of this Agreement and, unless terminated earlier, it expires on the Completion Date.
- 2.2 The Project commences on the Date of this Agreement and must be completed by 30 June 2015.

3 Funding

- 3.1 Subject to sufficient funds being available and compliance by You with this agreement, We will provide You with \$10,000,000 inclusive of GST upon execution of this agreement and in accordance with clause 3.3.
- 3.2 The amount specified in clause 3.1 includes GST of \$909,091.
- 3.3 Subject to acceptance by Us, the due date for payment is 30 days after delivery of a correctly rendered invoice to Us.
- 3.4 Invoices forwarded by You must be correctly addressed and include the:
- (a) title of Project;
 - (b) Your name and ABN;
 - (c) name of Delegate;
 - (d) agreement number or date of execution;
 - (e) fees and expenses to be invoiced (including a description of the deliverables or milestones that the invoice relates to); and
 - (f) bank account details for payment of the invoice by electronic funds transfer.
- 3.5 Where the invoice relates to a taxable supply made under this agreement the invoice must comply with the requirements for a tax invoice, as defined in the GST Act.
- 3.6 The Funding must be expended by You only for the Project.
- 3.7 Any interest earned by You on the Funds must be used diligently and for the sole purpose of the Project outlined in clause 1. Unless We agree otherwise in writing, any interest earned on the Funds must be spent by You on the Project, or repaid to Us within 30 days of the expiry or earlier termination of this agreement.
- 3.8 You must not act in a way that may bring the Project into disrepute.
- 3.9 We are not responsible for the provision of additional money to meet any expenditure in excess of the Funds.

4 Management of Funding

- 4.1 You must:
- (a) ensure that the Funds are held in an account or accounts in Your name, and which You solely control, with a bank or credit union carrying on banking business in Australia; ensure that the accounts referred to at clause 4.1(a) are:
 - (i) established solely to account for and administer, Funding provided by Us to You under this agreement; and
 - (ii) separate from Your other operational accounts;
 - (b) on request from Us, provide Us and the authorised deposit-taking institution with an authority for Us to obtain all details relating to any use of the accounts; and
 - (c) identify the receipt and expenditure of the Funds separately within Your accounting

Records so that at all times the Funds are identifiable and ascertainable.

- 4.2 You must keep financial Records relating to the Project to enable:
- (a) all income and expenditure related to the Project to be identified in Your accounts;
 - (b) the preparation of financial statements in accordance with Australian Accounting Standards; and
 - (c) the audit of those Records in accordance with Australian Auditing Standards.
- 4.3 You must not use the Funds:
- (a) as security to obtain, or comply with, any form of loan, credit, payment or other interest; or
 - (a) for the preparation of, or in the course of, any litigation.

5 Repayment of Funding

- 5.1 If at the Completion Date (or if this agreement is terminated earlier, the date of termination) some or all of the Funding has not been:

- (i) spent in accordance with this agreement; or
- (ii) acquitted in accordance with this agreement,

then this amount must be repaid to Us within 30 days of a written notice from Us, or dealt with as directed in writing by Us.

- 5.2 If:

- (a) You fail to comply with any of Your obligations under this agreement; or
- (b) the Decision Maker considers that You have failed to conduct the programs established under this agreement in accordance with the project plans submitted in accordance with clause 12; or
- (c) You fail to provide Us with a satisfactory project plan in accordance with clause 12; then the Decision Maker may require You to refund such amount of the Funding as the Decision Maker determines is appropriate. This amount must be repaid to Us within 30 days of a written notice from Us, or dealt with as directed in writing by Us. In determining whether You are required to refund any part of the Funding and if so, how much of the Funding is to be refunded, the Decision Maker will have regard to the following matters :
 - (i) the nature of Your failure under clause 5.2(a), (b) or (c) and its significance;
 - (ii) Your responsiveness in responding to Our requests to rectify the failure;
 - (iii) the extent to which We have ongoing concerns with the failure and/or Your rectification of the failure; and
 - (iv) any other issues of non-compliance with this agreement.

- 5.3 If, on the second or the fourth anniversary of the execution of this agreement, You have not expended the Minimum Expenditure Amount the Decision Maker may, at his or her discretion, require the unspent amount to be repaid to Us or may approve You retaining some or all of the unspent funds for inclusion in a project plan for a future project period. An unspent amount referred to in this clause must only be retained and expended in a future

project period where the Decision Maker provides express written approval for doing so. Where the Decision Maker does not approve the retention of unspent Funds in accordance with this clause 5.3, this amount must be repaid to Us within 30 days after the end of the relevant project plan period.

- 5.4 Any Funds required to be repaid to Us in accordance with this clause 5 may be recovered from You, including by offsetting that overpayment against any amount subsequently due to You under this agreement or any other arrangement between You and Us or between You and the Commonwealth generally.
- 5.5 If any Funds which are required to be repaid to Us are not repaid to Us in accordance with this clause 5, Interest is payable on the amount as soon as it becomes overdue.
- 5.6 Any amount owed to Us under this clause 5, is recoverable by Us as a debt due to Us by You without further proof of the debt by Us.
- 5.7 An adjustment note must be provided to Us if required by the GST Act, including where You repay some or all of the Funding to Us.

6 Acknowledgment and Publicity

- 6.1 You must, in all presentations, seminars and the like in relation to the Project, verbally acknowledge the financial support You have received from the Australian Government.
- 6.2 We reserve the right to publicise and report on the awarding of Funding to You, including the amount of the Funds given to You and the title and a brief description of the Project.

7 Subcontracting

- 7.1 It is acknowledged that the delivery of the Project will require the extensive involvement of subcontractors. You are fully responsible for the performance of Your obligations under this agreement, even if You subcontract some or all of Your obligations.
- 7.2 You must not, without Our prior written approval, subcontract the performance of any obligations under this agreement. We accept that the performance of some of Your obligations under this Agreement will be subcontracted to affiliates of the ACTU and ACTU Education Inc. At the date of this agreement, We agree that the performance of any of Your obligations under this Agreement may be subcontracted to affiliates of the ACTU and ACTU Education Inc. Notwithstanding the approval given by this clause 7.2, We reserve the right to revoke the approval of particular affiliates during the term of this agreement in accordance with clause 7.6.
- 7.3 Our approval for a subcontracting arrangement will not be unreasonably withheld. In giving approval, We may impose terms and conditions as We think fit. You acknowledge that the conditions of any approval We give under this clause 7 includes the condition that you enter into a contract with the Subcontractor which reflects the terms of this agreement. You must

provide Us with a copy of the contracts You enter into with subcontractors within 30 days of the date of the contract.

- 7.4 Where We request you to do so, You must provide a copy of all documents related to your engagement of the subcontractor.
- 7.5 Despite any approval given by Us under this clause 7.1, You are responsible for ensuring the suitability of a subcontractor for the work proposed to be carried out and for ensuring that the work meets the requirements of this agreement.
- 7.6 We may revoke Our approval of a subcontractor on any reasonable ground by giving written notice to You. On receipt of the notice You must, at Your own cost, promptly cease using that subcontractor and arrange their replacement with personnel or another subcontractor acceptable to Us.
- 7.7 If We revoke Our approval of a subcontractor, You remain liable under this agreement for the past acts or omissions of Your subcontractors as if they were current subcontractors.
- 7.8 You must not enter into a subcontract under this agreement with a subcontractor named by the Director of the Equal Opportunity for Women in the Workplace Agency as an employer currently not complying with the Equal Opportunity for Women in the Workplace Act 1999.
- 7.9 You must comply, and must ensure that Your subcontractors comply, with all relevant requirements of the Fair Work Principles as set out in the Fair Work Principles User Guide (available at www.deewr.gov.au/fairworkprinciples), including by:
- (a) complying with all applicable workplace relations, occupational health and safety, and workers' compensation laws;
 - (b) informing Us of any adverse court or tribunal decision for a breach of workplace relations law, occupational health and safety laws, or workers' compensation laws made against You (or a subcontractor) during the term of this agreement and any remedial action You (or a subcontractor) have taken, or propose to take, as a result of the decision;
 - (c) providing Us with any information We reasonably require to confirm that You (and any subcontractors engaged by You) are complying with the Fair Work Principles; and
 - (d) participate in all compliance activities associated with Your legal obligations, including those arising under the Fair Work Principles. Compliance activities may include responding to requests for information and/or audits undertaken by the Commonwealth, its nominees and/or relevant regulators.
- 7.10 We acknowledge that You will, from time to time, arrange for work on the Project to be performed by ACTU staff. We agree that such arrangements do not constitute a subcontracting arrangement which requires approval by us pursuant to clause 7.2. We further acknowledge that where ACTU staff perform work on the Project You will reimburse the ACTU for that work.

8 Assets

- 8.1 You must not use the Funding to purchase or create any Asset without getting Our prior written approval. In providing a project plan pursuant to clause 12 of this agreement, You

must provide a list of any Assets You propose to purchase or create during the relevant project period for Our approval. Approval of the project plan will constitute approval to purchase those Assets specified in the agreed project plan. Our approval may be subject to conditions. Clauses 8.3 to 8.7 apply only to Assets purchased or created with the Funding.

- 8.2 Unless it is specified in Our written approval that We own the Asset then, subject to this clause 8, You own any Asset acquired with the Funding. If We own the Asset, clauses 8.4, 8.5 and 8.6 do not apply.
- 8.3 During the Project Period You must:
- (a) use any Asset in accordance with this agreement and for the purposes of the Project;
 - (b) not encumber or dispose of any Asset, or deal with or use any Asset other than in accordance with this clause 8, without Our prior written approval;
 - (c) safeguard all Assets against theft, loss, damage, or unauthorised use;
 - (d) maintain all Assets in good working order;
 - (e) maintain all appropriate insurances for all Assets to their full replacement value, noting Our interest in the Asset under this agreement, and provide satisfactory evidence of this on request from Us;
 - (f) if required by law, maintain registration and licensing of all Assets;
 - (g) be fully responsible for, and bear all risks relating to, the use or disposal of all Assets;
 - (h) maintain an Assets register; and
 - (i) as and when requested by Us, provide copies of the Assets register to Us.
- 8.4 We may require You to pay to Us a proportion of the market value of an Asset which is equivalent to Our contribution to the purchase of the Asset:
- (a) if You sell or otherwise dispose of the Asset during the Project Period (which must be with Our prior written consent and subject to any conditions We may impose); or
 - (b) on completion of the Project Period or earlier termination of this agreement.
- 8.5 If You fail to make payment as required by clause 8.4, within 30 days of receiving written notice from Us:
- (a) You must pay Us the Interest on the amount from the date it was due, for the period it remains unpaid; and
 - (b) the amount and Interest are recoverable by Us as a debt due to Us by You.
- 8.6 If any of the Assets are lost, damaged or destroyed, You must reinstate the Assets including from the proceeds of the insurance and this clause 8 continues to apply to the reinstated Assets. Any surplus from the proceeds of the insurance must be notified to Us and used and accounted for as Funding under this agreement.
- 8.7 On completion of the Project or earlier termination of this agreement We may require You to deal with Assets as We may, at Our sole discretion, direct in writing.

9 Insurance

- 9.1 You must, for as long as any obligations remain in connection with the Project, have insurance as follows:

- (a) workers' compensation insurance for an amount required by the relevant State or Territory legislation;
- (b) public liability insurance for \$10,000,000 (ten million dollars) or more per claim.

9.2 When requested, You must provide Us, within 10 business days of the request, with evidence satisfactory to Us that You have complied with Your obligation to insure.

10 Liaison and Monitoring

10.1 You must:

- (a) liaise with and provide information to the Delegate, or a person nominated by the Delegate, as reasonably required by the Delegate; and
- (b) comply with all reasonable requests, directions, or monitoring requirements received from the Delegate.

11 Reporting

11.1 You must provide Us with progress reports, using the templates provided by Us, for each six monthly period (i.e. January to June and July to December) from the execution of this agreement until 30 June 2015. The progress reports are due at the times specified in the table at clause 11.12.

11.2 The progress reports must include details of training provided by You in the preceding six month period including:

- (a) the number, subject matter and level of the training programs or courses;
- (a) details of the industries covered by the training;
- (b) names of the organisations to whose members the training was provided;
- (c) where the training was conducted;
- (d) the number of people undertaking the training; and;
- (e) the results of the training, including the number of successful completions;
- (f) details of people involved in providing the training, including:
 - (i) their roles (trainer, instructor, support, administration etc);
 - (ii) their total employment cost.

11.3 We will develop a template, in consultation with you, for the purpose of You providing progress reports to Us for the purposes of clauses 11.1 and 11.2.

11.4 We will use the progress reports to evaluate Your progress. We will review the progress reports referred to above and advise You within 30 days of receiving the report whether We are satisfied or not satisfied with the outcomes having regard to the matters in the Purpose section and Clause 1 of this Agreement and the project plan prepared in accordance with Clause 12 of this Agreement. If We are not satisfied with progress, the Delegate will discuss Our concerns with the Project Manager. If after these discussions We are still not satisfied with progress, We will advise You in writing of the actions We expect You to undertake within timeframes specified by Us.

11.5 You must also provide Us with:

- (a) a certificate that all Funding expended was expended for the Project and in accordance with this agreement;
- (b) an audited detailed statement of income and expenditure in respect of the Funding, which must include a definitive statement as to whether the financial accounts are true and fair, and a statement of the balance of Your account referred to in clause 4.1; and
- (c) an audit statement that the Funding was expended for the Project and in accordance with this agreement.

11.6 The certificate referred to in clause 11.5(a) and the audits referred to in clause 11.5(b) and (c) must:

- (a) contain the details, if any, described in clause 11.11;
- (b) be provided to the Delegate within one month of the end of the Project Period; and
- (c) be provided at the other times specified in clause 11.12, if any.

11.7 The certificate referred to in clause 11.5 must be provided by Your chief executive officer, chief internal auditor or a board member.

11.8 Subject to clause 11.9, the audits referred to in clause 11.5(b) and (c) must:

- (a) comply with the Australian Auditing Standards; and
- (b) be carried out by a person who is:
 - (i) registered as a company auditor under the *Corporations Act 2001*, or a member of the Institute of Chartered Accountants in Australia (who is entitled to use the letters CA or FCA), or of CPA Australia (who is entitled to use the letters CPA or FCPA) or the National Institute of Accountants (who is entitled to use the letters MNIA, FNIA, PNA or FPNA); and
 - (ii) not a principal, member, shareholder, officer or employee of You (Your holding company or a subsidiary of You or Your holding company).

11.9 If You are audited by the Auditor-General or a State or Territory Auditor-General:

- (a) for the entire term of this agreement; and
- (b) the Funding is included in the income and expenditure which is subject to the audit,

then, instead of the certificate and audits referred to in clause 11.5, You may provide Us with:

- (i) a detailed statement of income and expenditure for the Funding, which must include a definitive statement as to whether the financial accounts are true and fair, and a statement of the balance of Your account referred to in clause 4.1; and
- (ii) statement that the Funding was expended for the Project and in accordance with this agreement.

11.10 The statements referred to in clause 11.9(i) and (ii) must

- (a) be certified by:
 - (i) Your chief executive officer; and

(ii) the senior executive officer employed by You who has primary responsibility for managing Your audit functions; and

(b) be delivered at the times and in the manner specified in clause 11.6.

11.11 The certificate referred to in clause 11.5 of this agreement must include for the preceding six months:

- (a) details of all funds expended for the project;
- (b) details of any assets purchased.

11.12 The reports, certificates and statements referred to in this clause 11 must be provided in accordance with the table set out below. Where a date listed in the fourth, fifth or sixth column of the table falls on a weekend or a public holiday, the report, certificate or statement is due on the next business day.

Period No:	Period to/from	Project Plan (clause 12) by	Progress Reports (clause 11) by	Clause 11.5(a) certificates by	Clause 11.5(b) and (c) statements by
1	Execution of Funding Agreement – December 2010	30 days from the Date of this Agreement	31 January 2011	31 January 2011	31 July 2010, unless a later day is agreed
2	January 2011 – December 2011	19 November 2010	31 July 2011	31 July 2011	31 July 2011, unless a later day is agreed
			31 January 2012	31 January 2012	
3	January 2012- December 2012	19 November 2011	31 July 2012	31 July 2012	31 July 2012, unless a later day is agreed
			31 January 2013	31 January 2013	
4	January 2013 – December 2013	19 November 2012	31 July 2013	31 July 2013	31 July 2013, unless a later day is agreed
			31 January 2014	31 January 2014	
5	January 2014 – December 2014	19 November 2013	31 July 2014	31 July 2014	31 July 2014, unless a later day is agreed
			31 January 2015	31 January 2015	
6	January 2015 – June 2015	19 November 2014	31 July 2015	31 July 2015	31 July 2015, unless a later day is agreed

12 Project Plan

12.1 You must submit to Us a project plan for each of the periods in the second column of the table at clause 11.12, at the times specified in the third column of the table at clause 11.12. Where a date in the third column of the table falls on a weekend or a public holiday, the project plan is due on the next business day. We will develop a template, in consultation

with you, for the purpose of You submitting project plans to Us, and you must develop project plans in accordance with that template.

- 12.2 We will give written approval to the project plan, or specify any amendments We require in writing, within 30 days of receiving the project plan from You. If We do not approve the project plan or notify You of any required amendments within this timeframe, the project plan will be deemed to have been approved by Us.
- 12.3 Where We require You to revise the project plan in accordance with clause 12.2, the Delegate may specify particular revisions which are required to be made and You must amend the project plan in accordance with any such revisions. If the Delegate requires that the project plan be revised, You must provide an amended project plan to Us within 30 days of receipt of the request.
- 12.4 Once We have approved a project plan, either party to this agreement may request a review of the project plan at any time during the period to which the project plan relates. We agree to negotiate with you in good faith on the nature of any amendments to be made to the project plan.

13 Governance Framework

- 13.1 Within 30 days of the execution of this agreement, You must provide the Delegate with:
- (a) the means by which the monitoring of payments of funding received under the agreement and of the progress in developing and carrying out the Project, will occur;
 - (b) the means by which the risks of mismanagement or fraud associated with the funds will be addressed;
 - (c) the means by which you will manage subcontractors, including reporting, risk management, monitoring of payments of funding received under the agreement and of the progress in developing and carrying out the Project;
 - (d) a list of the managerial personnel who will be responsible for implementing the Project, including the management of the funding, and the responsibilities of those personnel in relation to the Project; and
 - (e) details of a Project Manager who will be Your point of contact in relation to this agreement and who is responsible for accepting notices on Your behalf.
- 13.2 The Delegate may either approve the proposed governance framework referred to in clause 13.1 or require changes to the proposed governance framework within two months. If the Delegate requires changes to the proposed governance framework you must make those changes to the Delegate's satisfaction as soon as is reasonably practicable.
- 13.3 You must also submit to Us the statutory company report within three months of 30 June of each year which falls within the Project Period.

14 Commonwealth Material

- 14.1 We acknowledge that as at the date of this agreement, We do not anticipate that there will be any Commonwealth Material for the purposes of this clause.
- 14.2 All Commonwealth Material must not be altered without our written permission.
- 14.3 Ownership of all Commonwealth Material, including Intellectual Property Rights in that Material, remains vested at all times in Us but We grant You a licence to use, copy and reproduce that Material only for the purposes of this agreement;
- 14.4 You must keep safely and maintain Commonwealth Material You have been given for the purposes of this agreement.
- 14.5 You must return or destroy all Commonwealth Material remaining in Your possession at the end of this agreement unless We consent in writing to You retaining the Commonwealth Material.

15 Project Material

Project Material

- 15.1 The Project Material to be created under this agreement includes all reports, certificates and statements referred to in clause 12 of this agreement.

Ownership

- 15.2 Subject to this clause 15, You Own the Project Material and the Intellectual Property Rights in Project Material immediately on their creation.
- 15.3 The Excluded Material and the Excluded IPR may be owned by You or a third party.

Licences

- 15.4 You must grant to Us (or arrange for the grant to Us of) a permanent, irrevocable, free, world wide, non-exclusive licence (including a right of sublicense) to use, reproduce, adapt and exploit the Intellectual Property Rights in the Project Material and the Excluded Material for any purpose.
- 15.5 If You are unable to obtain a licence on the terms referred to in clause 15.4, you must arrange for the grant to Us of a licence to exercise the Excluded IPR and notify Us in writing of the proposed terms of the licence. Where We agree in writing to the proposed terms, You must set out the terms of the licence in the relevant project plan.

Use of Project Material

- 15.6 If you are an Author (either the sole or a joint Author) of any Project Material or Excluded Material, You consent to the performance of the Specified Acts by Us or any person licensed by Us to use, reproduce, adapt and exploit that Project Material or Excluded Material.

15.7 You agree:

- (a) to obtain from each Author (other than You) of any Project Material or Excluded Material a written consent to the performance of the Specified Acts (whether occurring before or after the consent is given) by Us or any person licensed by Us to use, reproduce, adapt and exploit that Project Material or Excluded Material; and
- (b) upon request, to provide the executed original of each consent to Us.

General

15.8 You must comply with any request that We make of You at any time to bring into existence, sign, execute or otherwise deal with any document that may be necessary or desirable to give effect to this clause 15.

15.9 You warrant that You are entitled, or will be entitled at the relevant time, to deal with the Intellectual Property Rights in the Project Material in accordance with this clause 15.

15.10 If requested by Us, You must provide Us with a copy of the Project Material in the form requested by Us.

16 Disclosure of Information

16.1 Subject to clause 16.5:

- (a) You must not, without Our prior written approval, disclose any of Our Confidential Information to a third party; and
- (b) We must not, without Your prior written approval, disclose any of Your Confidential Information to a third party.

16.2 In giving written approval to disclosure, a party may impose conditions as it thinks fit, and the other party agrees to comply with the conditions.

16.3 We may at any time require You to arrange for any person engaged in, or in relation to, the performance or management of this agreement to give written undertakings, in a form required by Us, relating to the non-disclosure of Our Confidential Information.

16.4 If You receive a request under clause 16.3, You must promptly arrange for all undertakings to be given.

16.5 The obligations on the parties under this clause 16 will not be breached if information:

- (a) is disclosed by Us to the responsible Minister;
- (b) is disclosed by Us, in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
- (c) is authorised or required by law to be disclosed; or
- (d) is in the public domain otherwise than due to a breach of this clause 16.

16.6 Nothing in this clause 16 limits Your obligations under clause 17 or clause 20.

17 Protection of Personal Information

17.1 You agree:

- (a) to comply with the Information Privacy Principles when doing any act or engaging in any practice in relation to Personal Information for the purposes of this agreement, as if You were an agency as defined in the Privacy Act; and
- (b) to deal with Personal Information received, created or held by You for the purposes of this agreement only to fulfil Your obligations under this agreement and in accordance with any conditions or restrictions specified in writing by Us.

17.2 An act done or a practice engaged in by You or a subcontractor to meet (directly or indirectly) an obligation under this agreement:

- (a) is authorised by this clause 17 for the purposes of sub-sections 6A(2) and 6B(2) of the Privacy Act even if the act or practice is inconsistent with a National Privacy Principle or an approved privacy code (as defined in the Privacy Act) that applies to You or the subcontractor; but
- (b) is subject to the other obligations in this agreement including this clause 17.

17.3 In this clause 17, "received" includes "collected".

17.4 In relation to Personal Information received, created or held by You for the purposes of this agreement, You agree:

- (a) not to use or disclose Personal Information to engage in a practice that would breach section 16F of the Privacy Act, unless the use or disclosure is necessary to meet (directly or indirectly) an obligation under this agreement;
- (b) not to transfer Personal Information outside Australia, or to allow parties outside Australia to have access to it, without the prior written approval of the Delegate;
- (c) to co-operate with reasonable demands or inquiries made by the Privacy Commissioner or the Delegate in relation to the management of Personal Information;
- (d) to ensure that any person who You allow to access Personal Information is made aware of, and undertakes in writing, to observe the Information Privacy Principles;
- (e) to comply with policy guidelines laid down by the Us or issued by the Privacy Commissioner from time to time relating to the handling of Personal Information;
- (f) if requested by Us, at the end of this agreement, to return all Records containing Personal Information to the Delegate, or delete or destroy those Records in the presence of a person authorised by the Delegate;
- (g) Your name being published in reports by the Privacy Commissioner;
- (h) You must immediately notify the Delegate if You become aware:
 - (i) of a breach of Your obligations under clause 16;
 - (ii) that a disclosure of Personal Information may be required by law; or
 - (iii) of an approach to You by the Privacy Commissioner or by a person claiming that their privacy has been interfered with.

Note: more information about the Privacy Act and the Information Privacy Principles is available at <http://www.privacy.gov.au/act/index.html>.

18 Records

- 18.1 You must make full and accurate Records of the conduct of the Project including progress against the Milestones (if any), the receipt and use of Funding (in accordance with Australian Accounting Standards), the acquisition of Assets and the creation of Intellectual Property Rights in Project Material.
- 18.2 Subject to Your obligations under clause 18, Records must be retained by You for 7 years after the end of the Project Period.

19 Audit and Inspection

- 19.1 The Minister shall be entitled to audit the monies expended from the grant and for that purpose You must:
- (a) permit access to and copying of its financial and other records relevant to the grant by any person duly authorised by the Minister;
 - (b) answer any inquiries relevant to the grant put to it by any person duly authorised by the Minister;
 - (c) assist any person duly authorised by the Minister in the conduct of the audit; and
 - (d) make available such of its staff as are able to answer any inquiries by any person duly authorised by the Minister.
- 19.2 You must, if requested by the Decision Maker or representative, provide the Commonwealth Auditor General or their representative with access to accounting records and documentation in respect of funds granted under this grant. This includes accessing and copying appropriate financial and other records of any organisations sub-contracted by You to undertake any activities funded by Us under this agreement.

20 Access to Premises and Records

- 20.1 You must at all reasonable times give the Auditor-General, the Privacy Commissioner, the Delegate, a member of the Investigations Branch in the Department on production of photo identification, or any person authorised in writing by the Secretary:
- (a) reasonable access to:
 - (i) Your employees and equipment;
 - (ii) premises occupied by You;
 - (iii) Material; and
 - (b) reasonable assistance to:
 - (i) inspect the performance of the Project;
 - (ii) to locate and inspect Material;
 - (iii) make copies of Material and remove those copies,
- relevant to the Project.
- 20.2 The rights referred to in clause 20.1 are subject to:
- (a) the provision of reasonable prior notice to You; and
 - (b) Your reasonable security procedures.

- 20.3 If a matter is being investigated which, in the opinion of a member of the Investigations Branch in the Department, or any person authorised in writing by the Secretary, may involve an actual or apprehended breach of the law, clause 20.2(a) will not apply.
- 20.4 The requirement for access specified in clause 20.1 does not in any way reduce Your responsibility to perform Your obligations under this agreement.

21 Indemnity

21.1 You agree to indemnify Us against any:

- (a) loss or liability incurred by Us;
- (b) loss of or damage to Our property; or
- (c) loss or expense incurred by Us in dealing with any claim against Us, including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used, or disbursements paid by Us;

arising from:

- (a) any act or omission by You, or any of Your employees, agents, or subcontractors in connection with this agreement, where there was fault on the part of the person whose conduct gave rise to that liability, loss, damage, or expense;
- (b) any breach by You or any of Your employees, agents, or subcontractors of obligations or warranties under this agreement;
 - (i) any use or disclosure by You, Your officers, employees, agents or subcontractors of Personal Information held or controlled in connection with this agreement; or
 - (ii) the use by Us of the Project Material, including any claims by third parties about the ownership or right to use Intellectual Property Rights (including moral rights) in Project Material.

21.2 Your liability to indemnify Us under this clause 21 will be reduced proportionately to the extent that any fault on Our part contributed to the relevant loss, damage, expense, or liability.

21.3 Our right to be indemnified under this clause 21 is in addition to, and not exclusive of, any other right, power, or remedy provided by law, but We are not entitled to be compensated in excess of the amount of the relevant loss, damage, expense or liability.

21.4 In this clause 21, "fault" means any negligent or unlawful act or omission or wilful misconduct.

22 Conflict of Interest

22.1 You warrant that, to the best of Your knowledge after making reasonable inquiries, at the Date of this Agreement no Conflict exists or is likely to arise in the performance of Your obligations under this agreement.

22.2 If during the term of this agreement, a Conflict arises, or is likely to arise, You must:

- (a) immediately notify Us in writing of that Conflict and of the steps You propose to take

- to resolve or otherwise deal with the Conflict;
- (b) make full disclosure to Us of all relevant information relating to the Conflict; and
- (c) take steps as We may, if We choose to, reasonably require to resolve or otherwise deal with that Conflict.

22.3 If You fail to notify Us under this clause 22, or are unable or unwilling to resolve or deal with the Conflict as required, We may terminate this agreement under clause 29.

23 Negation of Employment, Partnership and Agency

- 23.1 You will not, by virtue of this agreement, be or for any purpose be deemed to be Our employees, partners or agents.
- 23.2 You must not represent Yourself, and must ensure that Your employees, partners, agents or sub-contractors do not represent themselves, as being Our employees, partners or agents.

24 Entire Agreement, Variation and Severance

- 24.1 This agreement records the entire agreement between the parties in relation to its subject matter.
- 24.2 Except for action We are expressly authorised to take elsewhere in this agreement, no variation of this agreement is binding unless it is agreed in writing and signed by the parties.
- 24.3 If a court or tribunal says any provision of this agreement has no effect or interprets a provision to reduce an obligation or right, this does not invalidate, or restrict the operation of, any other provision.

25 Waiver

- 25.1 If either party does not exercise (or delays in exercising) any rights under this agreement, that failure or delay does not operate as a waiver of those rights.
- 25.2 A waiver by either party of any rights does not prevent the further exercise of any other right.
- 25.3 Waiver of any provision of, or right under, this agreement:
- (a) must be in writing signed by the party entitled to the benefit of that provision or right; and
 - (b) is effective only to the extent set out in the written waiver.
- 25.4 In this clause 25, 'rights' means rights or remedies provided by this agreement or at law.

26 Assignment and Novation

- 26.1 You must not assign Your rights under this agreement without prior written approval from Us.

26.2 You agree not to negotiate with any other person to enter into an arrangement that will require novation of this agreement without first consulting Us.

27 Incorporation

27.1 You warrant that Your constitution is not inconsistent with this agreement.

27.2 You must notify Us if You intend to amend Your constitution in a way which affects Your ability to comply with this agreement.

27.3 If You alter Your constitution in a way which affects Your ability to comply with this agreement, We may terminate this agreement under clause 29.

28 Dispute Resolution

28.1 Subject to clause 28.3, the parties agree not to commence any legal proceedings in respect of any dispute arising under this agreement, which cannot be resolved by informal discussion, until the procedure provided by this clause 28 has been used.

28.2 The parties agree that any dispute arising during the course of this agreement is dealt with as follows:

- (a) the party claiming that there is a dispute will send the other party a written notice setting out the nature of the dispute;
- (b) the parties will try to resolve the dispute through direct negotiation by persons who they have given authority to resolve the dispute;
- (c) the parties have 10 business days from the receipt of the notice to reach a resolution or to agree that the dispute is to be submitted to mediation or some alternative dispute resolution procedure; and

if:

- (i) there is no resolution of the dispute;
- (ii) there is no agreement on submission of the dispute to mediation or some alternative dispute resolution procedure; or
- (iii) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 15 business days of the submission, or extended time as the parties may agree in writing before the expiration of the 15 business days,

then, either party may commence legal proceedings.

28.3 This clause 28 does not apply if:

- (a) either party commences legal proceedings for urgent interlocutory relief;
- (b) action is taken by Us under clauses 5, 20 or 29; or
- (c) an authority of the Commonwealth, a State or Territory is investigating a breach or suspected breach of the law by You.

28.4 Despite the existence of a dispute, both parties must (unless requested in writing by the other party not to do so) continue to perform obligations under this agreement.

29 Termination For Default

29.1 We may immediately terminate this agreement by giving written notice to You of the termination if:

- (a) You fail to fulfil, or are in breach of any of Your obligations under this agreement (including but not limited to Your obligations under clauses 22 and 27), and You do not rectify the omission or breach within 30 days of receiving a notice in writing from Us to do so, unless the notice specifies a shorter period (of not less than 10 business days);

if:

- (b) You fail to comply with a statutory demand within the meaning of section 459F of the *Corporations Act 2001*;
- (c) proceedings are initiated to obtain an order for Your winding up or any shareholder, member or director convenes a meeting to consider a resolution for Your winding up;
 - (i) You come under one of the forms of external administration referred to in Chapter 5 of the *Corporations Act 2001* or equivalent provisions in other legislation, or an order has been made to place You under external administration; or
 - (ii) notice is served on You or proceedings are taken to cancel Your incorporation or registration or to dissolve You as a legal entity; or
- (d) You cease to carry on a business relevant to the performance of the Project.

30 Compliance With Laws and Our Policies

30.1 You must, in carrying out Your obligations under this agreement, comply with:

- (a) all relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory or local authority; and
- (b) any of Our policies notified by Us to You in writing, including those listed in clauses 30.2 and 30.3 below.

Compliance with Laws

30.2 You acknowledge that:

- (a) You may have obligations under the *Equal Opportunity for Women in the Workplace Act 1999* and You must comply with those obligations;
- (b) when dealing with Your employees, You must comply with the *Fair Work Act 2009*, and obligations under relevant occupational health and safety laws;
- (c) Chapter 7 of the *Criminal Code* provides for offences which attract substantial penalties, including theft of Commonwealth property and other property offences, obtaining property or financial advantage by deception, offences involving fraudulent conduct, bribery, forgery and falsification of documents;
- (d) giving false or misleading information is a serious offence under the *Criminal Code*;
- (e) the publication or communication of any fact or document by a person which has come to their knowledge or into their possession or custody by virtue of the performance of this agreement (other than a person to whom You are authorised to publish or disclose that fact or document) may be an offence under section 70 of the *Crimes Act 1914*, punishment for which may be a maximum of two years imprisonment;

- (f) in respect of data, including personal information, held in connection with this agreement, any unauthorised and intentional access, destruction, alteration, addition or impediment to access or usefulness of the data stored in any computer in the course of performing this agreement is an offence under Part 10.7 of the Criminal Code which may attract a substantial penalty, including imprisonment;
- (g) You are aware of the provisions of section 79 of the *Crimes Act 1914* relating to official secrets;
- (h) You are aware of Your obligations under Part 4 of the Charter of United Nations Act 1945 and the Charter of United Nations (Terrorism and Dealing with Assets) Regulations 2002;

Note: more information about the Charter of United Nations Act and the Charter of United Nations (Terrorism and Dealing with Assets) Regulations is available at http://www.dfat.gov.au/icat/freezing_terrorist_assets.html.

- (i) You may be subject to the provisions of the *Trade Practices Act 1974* and the *Archives Act 1983*.

Compliance with Policies

30.3 You must:

- (a) when using Our premises or facilities (including information systems), comply with Our directions and procedures relating to occupational health and safety, environmental management and security (which you acknowledge may change during the term of this agreement); and
- (b) ensure that any person who will have access to official secrets within the meaning of section 79 of the *Crimes Act 1914* signs an acknowledgment that he or she is aware of the provisions of that section.

31 Applicable Law and Jurisdiction

31.1 The laws of the Australian Capital Territory apply to the interpretation of this agreement.

31.2 The parties agree to submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory in respect to any dispute under this agreement.

32 Notices

32.1 A party giving notice under this agreement must do so in writing or by Electronic Communication as follows:

- (a) if given by You, marked for the attention of John Kovacic, Deputy Secretary, Department of Education Employment and Workplace Relations
Office Address: 148-180 City Walk, Canberra ACT 2600
Postal Address: GPO Box 9880 Canberra 2601
Fax: (02) 6276 7570 Phone: (02) 6
Email: john.kovacic@deewr.gov.au

(b) if given by Us, marked for the attention of Tim Lyons, Director, The Union Education Foundation
Office Address: Level 4, 365 Queen Street, Melbourne VIC 3000
Postal Address: Level 4, 365 Queen Street, Melbourne VIC 3000
Fax: (03) Phone: (03)
Email: tlyons@actu.asn.au

32.2 A notice given under clause 32.1 must be hand delivered or sent by pre-paid post or Electronic Communication to the address of the other party as specified in clause 32.1.

32.3 A notice given under clause 32.1 is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by pre-paid post, 5 business days after the date of posting; or
- (c) if sent by Electronic Communication, at the time that would be the time of receipt under the *Electronic Transactions Act 1999* if a notice was being given under a law of the Commonwealth.

33 Survival of Clauses

33.1 These clauses survive the expiration or earlier termination of this agreement: 4, 5, 10, 11, 14, 15, 16, 17, 18 and 21.

33.2 Clauses 6 and 20 apply during this agreement and for 7 years from the end of this agreement.

34 Interpretation

34.1 In this agreement, unless the contrary intention appears:

'**ABN**' has the same meaning as it has in section 41 of the *A New Tax System (Australian Business Number) Act 1999*;

'**Asset**' means any item of tangible property which has a value of over \$5,000 inclusive of GST, but does not include Project Material;

'**Auditor-General**' means the office established under the *Auditor-General Act 1997* and includes any other entity that may, from time to time, perform the functions of that office;

'**Australian Accounting Standards**' refers to the standards of that name maintained by the Australian Accounting Standards Board created by section 226 of the *Australian Securities and Investments Commission Act 2001*;

'**Australian Auditing Standards**' refers to the standards prepared by the Auditing Standards Board of the Australian Accounting Research Foundation and generally accepted audit practices to the extent they are not inconsistent with those standards;

'**Author**' means a person who is an author of any Project Material or Excluded Material for the purposes of Part IX of the *Copyright Act 1968* (Moral Rights);

'**Commonwealth Material**' means any Material provided by Us to You for the purposes of this agreement or which is copied from that Material, except for Project Material;

'Completion Date' means the day after You have done all that You are required to do under this agreement to Our satisfaction;

'Conflict' refers to a conflict of interest, or risk of a conflict of interest, or an apparent conflict of interest arising through You engaging in any activity or obtaining any interest that is likely to interfere with or restrict You in providing the Project to Us fairly and independently;

'Date of this Agreement' means the date written on the signature page of this agreement, and if no date or more than one date is written there, then the date on which this agreement is signed by the last party to do so;

'Decision Maker' means the Minister for Employment and Workplace Relations.

'Delegate' means the person for the time being performing the duties of Branch Manager, Private Sector Branch or any other person specified by the Secretary and notified in writing to You;

'Electronic Communication' has the same meaning as it has in section 5 of the *Electronic Transactions Act 1999*;

'Excluded IPR' means the Intellectual Property Rights in the Excluded Material;

'Excluded Material' means any Material, specified as such in a project plan, in which Intellectual Property Rights are owned by You or a third party;

'Funding' or **'Funds'** means the amount or amounts (in cash or kind) payable by Us under this agreement as specified in clause 3 and any interest earned on that amount;

'GST' has the same meaning as it has in section 195-1 of the GST Act;

'GST Act' means the *A New Tax System (Goods and Services Tax) Act 1999*;

'Information Privacy Principle' has the meaning given in the Privacy Act;

'Intellectual Property Rights' includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

'Interest' means interest calculated at an interest rate equal to the general interest charge rate for a day pursuant to section 8AAD of the *Taxation Administration Act 1953*, on a daily compounding basis;

'Material' includes documents, equipment, software (including source code and object code), goods, information and data stored by any means including all copies and extracts of the same;

'Minimum Expenditure Amount' means the minimum amount required to be spent in a particular period, as specified in the project plan for that period.

'Minister' means the Minister for Employment and Workplace Relations.

'Our Confidential Information' means information that:

- (a) We identify, by notice in writing to You after the Date of this Agreement, as confidential information for the purposes of this agreement; or

(b) You know or ought to know is confidential to Us;

'Personal Information' has the same meaning as it has in section 6 of the Privacy Act;

'Privacy Act' means the *Privacy Act 1988*;

'Privacy Commissioner' means the Office of the Privacy Commissioner established under the Privacy Act and includes any other entity that may, from time to time, perform the functions of that Office;

'Project' means the activity described in clause 1, and includes the provision of Project Material;

'Project Material' means;

(a) any Material specified in clause 15.1;

(b) any other Material produced by, or for, You in carrying out Your obligations under this agreement; and

(c) any other Material incorporated in, or supplied with, or as part of the Material referred to in paragraphs (a) and (b);

but does not include Excluded Material;

'Project Manager' means the person referred to in clause 13.1(e);

'Project Period' means:

(a) the period specified in clause 2 during which the Project must be completed; or

(b) if this agreement is terminated early, the period ending on the day on which the agreement terminates;

'Records' includes documents, information and data stored by any means and all copies and extracts of the same;

'Report' means Project Material that is provided to Us for reporting purposes on matters including the use of the Funding, whether or not Milestones have been achieved, progress reports and evaluations of the Project or obligations of this agreement, as stipulated in clause 11;

'Secretary' means a person for the time being performing the duties of the office of Secretary to the Department and includes a person designated in writing by the Secretary to exercise any of the Secretary's powers under this agreement;

'Specified Acts' means any of the following acts or omissions by or on behalf of Us:

(a) using, reproducing, adapting or exploiting all or any part of the Project Material, with or without attribution of authorship;

(b) supplementing the Project Material with any other Material; or

(c) using the Project Material in a different context to that originally envisaged;

but does not include false attribution of authorship;

'Us', 'We' and 'Our' includes the Commonwealth's officers, delegates, employees and agents, and Our successors;

'You' and 'Your' includes, where the context admits, Your officers, employees, agents and subcontractors and Your successors;

'In this agreement, unless the contrary intention appears:

- (a) words in the singular include the plural and vice versa;
- (b) words importing a gender include the other gender;
- (c) a reference to a person includes a partnership and a body whether corporate or otherwise;
- (d) clause headings or words in bold format are inserted for convenience only, and have no effect in limiting or extending the language of provisions;
- (e) all references to dollars are to Australian dollars;
- (f) unless stated otherwise, a reference to legislation is to legislation of the Commonwealth, as amended from time to time;
- (g) an uncertainty or ambiguity in the meaning of a provision of this agreement will not be interpreted against a party just because that party prepared the provision; and
- (h) where a word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning.

34.2 The schedules (and annexures and documents incorporated by reference, if any) form part of this agreement.

34.3 In the event of any conflict or inconsistency between any part of:

- (a) the terms and conditions contained in the clauses of this agreement;
- (b) the schedules
- (c) the annexures, if any;
- (d) documents incorporated by reference, if any,

then the material mentioned in any one of paragraphs (a) to (d) above has precedence over material mentioned in a subsequent paragraph, to the extent of any conflict or inconsistency.

34.4 For the avoidance of doubt, no right or obligation in this agreement is to be read or understood as limiting Your rights to enter into public debate or criticism of Us.

THIS AGREEMENT is made on the 27th day of May)
SIGNED for and on behalf of)
THE COMMONWEALTH OF AUSTRALIA)
by John Kovacic)
the Deputy Secretary)
of Workplace Relations cluster)
of the Department of Education,)
Employment and Workplace Relations)

John Kovacic

In the Presence of:

[Signature]
.....
WITNESS

Anne Lawson-Hanscombe, Australian Public Servant.
Full name and occupation or profession of witness (Please print)

EXECUTED BY)
The Union Education Foundation Limited)

[Signature]
.....
Signature

JEFFREY PAUL LAWRENCE
.....
Print Full Name

DIRECTOR
.....
Position (insert Director or Secretary)

In the Presence of:

[Signature]
.....
WITNESS

JOEL FETTER, LAWYER
.....
Print full name and occupation or profession of witnesses above.

[Signature]
.....
Signature

TIMOTHY LUSONS
.....
Print Full Name

DIRECTOR
.....
Position

In the Presence of:

[Signature]
.....
WITNESS

JOEL FETTER, LAWYER
.....
Print full name and occupation or profession of witnesses above.

[Handwritten initials]