

**Senate Standing Committee on Education Employment and Workplace
Relations**

**QUESTIONS ON NOTICE
Additional Estimates 2009-2010**

Outcome 4 - Employment & Participation Policy

DEEWR Question No.EW1028_10

Senator Cash asked on 11/02/2010, Hansard page 95.

Question

GOLDEN GURUS OPERATIONS

Senator CASH—Are we able to obtain information about the size of the existing Golden Gurus operations at the time that the funding was announced? What are the number of paid administrative staff, the number of volunteer staff, the operating expenses and the number of registered members? I am assuming you will take all of that on notice. Ms Paul—Yes. Senator CASH—In terms of the actual expenditure of the \$400,000, are Golden Gurus required to account for the expenditure of the funding under the program? What does this actually entail? Ms Paul—Probably, to do the right thing by Golden Gurus, I should take on notice what it entails. I can explain it broadly, but you are familiar too. We understand it is about supporting retired people to help mentor other people into businesses and so on. In terms of the accountability, I would imagine we have struck a funding agreement in the normal way; so, yes, we would do our normal monitoring arrangements. Senator CASH—And we are able to get a copy of the funding agreement? Ms Paul—I will take that on notice too, and I will confirm on notice also what our accountability arrangements are. Senator CASH—Does Golden Gurus have a national presence? Ms Paul—Yes, Golden Gurus will reach across Australia; that is correct. Senator CASH—You say they will reach across Australia; what states are they currently in? Ms Paul—They came out of Queensland in the first instance. That was where the original idea at the 2020 summit came from. But the Commonwealth backing allows them to go national. I will take the pace and progress of that on notice. Senator CASH—Thank you. In terms of the allocation of funding, were other programs considered that connected mature age people with mentoring opportunities? Were other programs of a nature similar to Golden Gurus considered before they were given the funding, or is this a one-of-a-kind program? Ms Paul—There are other mentoring programs. Indeed, the government recently announced the mature age worker package. So there are other elements of that, too: a forum; support for people to reskill; and financial support for people to stay in work. I probably need to take what other mentoring arrangements there might be that on notice.

Answer

Are we able to obtain information about the size of the existing Golden Gurus operation as at the time that the funding was announced?

On 22 April 2009, the Australian Government announced that it would commit \$400 000 over three years for the development and implementation of a national Golden Gurus program. At this time, there were no organisations delivering the program in Australia. The Queensland Government had announced a

state-based Golden Gurus program to be funded by the Queensland Government and delivered in partnership with Volunteering Queensland.

What are the number of paid administrative staff, the number of volunteer staff, the operating expenses and the number of registered members?

The Department of Education, Employment and Workplace Relations has the following paid staff working on the implementation of the Golden Gurus program:

- ASL of 1.3 staff members

Thirty-one organisations have been approved to deliver the program as Member Organisations. Of these, 26 are delivering the program. The remainder are finalising their membership / in the process of commencing delivery.

In terms of the actual expenditure of the \$400,000, are Golden Gurus required to account for the expenditure of the funding under the program? What does this actually entail?

The Australian Government does not provide funding to individual organisations to deliver the Golden Gurus program.

And we are able to get a copy of the funding agreement?

Member Organisations are not required to sign a funding agreement. Member Organisations sign a welcome letter agreeing to deliver the program in accordance with the Golden Gurus Quality Standards and a Licencing Deed for use of the Golden Gurus trademark. A copy of the letter and Deed is at [Attachment A](#).

You say they will reach across Australia; what states are they currently in?

There are Member Organisations delivering Golden Gurus now in all states and territories with the exception of the Australian Capital Territory. Applications and expressions of interest are still being received from potential Member Organisations. The Online Networking Forum provides a means of allowing mature age people to become involved in the program regardless of their physical location.

In terms of the allocation of funding, were other programs considered that connected mature age people with mentoring opportunities? Were other programs of a nature similar to Golden Gurus considered before they were given the funding, or is this a one-of-a-kind program?

On 30 September 2009, the Parliamentary Secretary for Social Inclusion issued a broad invitation to organisations across Australia to apply to deliver the Golden Gurus program.

In the consultation phase prior to implementation of Golden Gurus it was recognised that a range of organisations were delivering services that connect mature age people to voluntary roles with community organisations and small businesses. The Golden Gurus program does not attempt to duplicate or replace these existing services.

Instead, Golden Gurus allows organisations to deliver their existing program as part of a nationally recognised community of organisations, under the Golden Gurus trademark.



Australian Government

Department of Education, Employment and Workplace Relations

Attachment A

Your Ref

Our Ref
[insert]
[insert]
[insert]
[insert]
[insert]

Dear [Inset]

Congratulations and welcome to the Golden Gurus community!

On behalf of the Department of Education, Employment and Workplace Relations (the Department), I am pleased to inform you that your application for [insert name of organisation] to join the Golden Gurus community as a Member Organisation has been successful.

To formalise your membership, please read, sign and return this letter, including the Deed of Licence Agreement at [Attachment A](#). The Deed of Licence sets out the conditions for the use of the Golden Gurus logo (trademark pending).

Acceptance of membership and licence

I have enclosed one copy of this letter as well as this original letter. To accept the offer of membership, please sign where indicated at the end of this letter and return the original to the address below by [insert]. Please keep the copy of the letter for your records.

I have also enclosed two copies of the Deed of Licence. To enter the Deed of Licence, please sign both copies where indicated at the end of the Deed. Please return both copies by [insert]. Please note that the licence does not take effect until the Deed of Licence is executed (signed) by the Department.

Return address for documents:

The Program Manager
Golden Gurus (C12MT5)
Department of Education, Employment and Workplace Relations
GPO Box 9880
Canberra ACT 2601

Conditions of Membership

Your organisation has been assessed as suitable to deliver [select: Small Business]

Mentoring / Skilled Volunteering].

Your organisation's membership in the Golden Gurus community delivering **[select: Small Business Mentoring / Skilled Volunteering]** services is on the following conditions:

1. You agree to comply with the Quality Guidelines in the delivery of the Golden Gurus Program (the Program), including:
 - the Quality Standards (Section 4.3)
 - compliance with relevant laws (Section 10)
 - any legislative requirements concerning checks for Golden Gurus attached to your organisation where working with vulnerable persons such as children are complied with (this may include Police Checks and Working with Children Checks).
2. You must ensure that Golden Gurus attached to your organisation are covered (and advised of this) by **[insert insurances]**. You agree that you will otherwise plan appropriate insurance arrangements for each Golden Guru attached to your organisation and discuss such arrangements with the Golden Guru and Host Organisation before the Golden Guru commences a mentoring role with the Host Organisation.
3. You agree to comply with the terms of the Deed of Licence Agreement (**Attachment A**) for the use of the Golden Gurus trade marks.
4. You agree to comply with the *Privacy Act 1988* and also the Information Privacy Principles (IPPs) in section 14 of the *Privacy Act 1988* as if you were an 'agency', as defined in that Act. You must ensure that all your employees, subcontractors and agents under this agreement are aware of, and comply with, the IPPs.
5. You must not represent yourself, and must ensure that your employees, partners, agents, subcontractors and Golden Gurus attached to your organisation do not represent themselves as being employees, partners or agents of the Commonwealth.
6. You must indemnify the Commonwealth, its officers, employees and agents, from and against any loss or liability (including legal costs and expenses on a solicitor/own client basis) incurred or suffered by us arising from:
 - (a) any negligent, wilful or unlawful act or omission by you in connection with the agreement; or
 - (b) any breach by you of your obligations under this agreement.

Your starter kit

As advised in the Quality Guidelines, the Department will provide you with the starter kit of promotional products and membership material. This will be provided to you at no cost in December 2009, before the start of the Program. You will be able to re-order these quantities in 2010-11 and 2011-12. I am happy to advise that your starter kit includes:

Post cards	[insert]
Certificates	[insert]

Gold membership cards	[insert]
Ambassador lapel pins	[insert]
Brochures for small businesses	[insert]
Brochures for community organisations	[insert]

Training and networking

The Golden Gurus website includes a ‘clickable’ map to allow potential Golden Gurus and Host Organisations to find your program. The website will also include information about upcoming training and networking events. You will be advised about how to access the online networking forum and training in e-alerts throughout the program.

From January 2010 the Department will: deliver regular training workshops via LiveMeet for Golden Gurus and Ambassadors and provide you with free printable training material (PDF and RTF) and self-paced training material (including on a CD ROM); and deliver networking events through the online networking forum.

Questions?

If you have any questions about your membership or the program please feel free to contact Rachel Pomroy on (02) 6240 2612 or at rachel.pomroy@deewr.gov.au.

Yours sincerely,

[Insert signature block]

[insert date]

[insert name of organisation] accepts the Membership described above in accordance with the terms and conditions set out in this letter.

Signed by:

Name:	
Title:	

.....
Signature

For and on behalf of [insert]

Dated this day of [insert]

Note: one copy of this letter is to be signed and returned to DEEWR

DEED OF LICENCE AGREEMENT FOR USE OF TRADE MARKS

THIS DEED is between

The Commonwealth of Australia ('the Commonwealth') acting through and represented by the Department of Education, Employment and Workplace Relations ABN: 63 578 775 294 ('**the Department**')

and

[insert name of organisation, ABN, physical address] ('**the Licensee**')

RECITALS:

- A. The Commonwealth is the owner of the Trade Marks.
- B. The Licensee wishes to use the Trade Marks in relation to its participation as a Member Organisation in the Golden Gurus Program.
- C. The terms of this Deed of Licence Agreement for the Use of Trade Marks ('the Deed') govern the use of the Trade Marks by the Licensee.

THIS DEED WITNESSES AND THE PARTIES AGREE:

1. Commencement

- 1.1 This Deed commences on execution of the Deed and unless terminated earlier or otherwise extended by the parties in writing, expires on **31 December 2010**.

2. Licence

- 2.1 Subject to the terms and conditions of this Deed the Department grants to the Licensee a non-exclusive, non-assignable licence to use, copy and reproduce the Trade Marks solely on Goods and Services for use in relation to Golden Gurus Program in Australia for the Term provided that the Licensee:
 - (a) uses, copies or reproduces the Trade Marks in accordance with the Golden Gurus Style Guide. In particular the Licensee must ensure that reproductions of the Trade Marks meet minimum quality and size requirements and co-branding requirements;
 - (b) requested by the Department, will provide the Department with a copy of examples of the way the Licensee intends to use, copy or reproduce or has used, copied or reproduced the Trade Marks in the form and within the time frame requested by the Department and will accept any changes to or cease to use this requested material if asked to do so by the Department;
 - (c) does not allow or authorise others to use, copy or reproduce the Trade Marks or the Goods or Services to which the Trade Marks have been applied other than in accordance with this Licence;
 - (d) does not register or apply to register any trade marks, domain names, trading names or other names which include the Trade Marks or are substantially identical or deceptively similar to the Trade Marks; and

~~(b)~~ does not use, copy or reproduce the Trade Marks in any way which is illegal or is likely to damage the Trade Marks or the reputation of the Golden Gurus Program (noting that nothing in this Deed is to be read or understood as limiting the Licensee's right to enter into debate or public criticism of the Commonwealth).

3. Protection of Trade Marks

3.1 The Licensee will:

- ~~(d)~~ all things reasonably necessary for the protection of the Trade Marks against deregistration, infringement or any other unauthorised use of the Trade Marks; and
- ~~(f)~~ notify and provide the Department with particulars immediately if the Licensee becomes aware of any suspected or actual infringement, imitation or any other unauthorised use of the Trade Marks.

4. Termination or expiry of Licence

4.1 The Department may terminate this Licence on written notice to the Licensee at any time if the Licensee:

- ~~(a)~~ no longer a Member Organisation;
 - ~~(b)~~ does not otherwise comply with the terms and conditions of this Deed; or
 - ~~(c)~~ any other reason;
- and the Department will not be liable to the Licensee in any way if it does so.

4.2 On expiry or earlier termination of the Licence, the Licensee must:

- ~~(i)~~ immediately cease using and has no further right to use the Trade Marks;
- ~~(b)~~ comply with any requirements notified to it by the Department regarding the destruction or return of the Trade Marks or any material containing the Trade Marks.

5. Indemnity

5.1 The Licensee must indemnify the Commonwealth, its officers, employees and agents from and against any loss or liability (including legal costs and expenses on a solicitor/own client basis) incurred or suffered by the Commonwealth arising from:

- (c) any use by the Licensee of the Trade Marks;
- (d) any negligent, wilful or unlawful act or omission by the Licensee in connection with the Deed; or
- (e) any breach by the Licensee of its obligations under this Deed.

6. Negation of Employment, Partnership and Agency

6.1 The Licensee will not, by virtue of this Deed, be or for any purpose be deemed to be the Department's employees, partners or agents.

6.2 The Licensee must not represent itself, and must ensure that its employees, partners, agents or sub-contractors do not represent themselves, as being the Department's employees, partners or agents.

7. Variation

7.1 This Deed may not be varied except in writing signed by the parties.

8. Notices

8.1 A party giving notice or notifying under this Deed must do so in writing or by facsimile, and if:

- (a) in writing, the notice must be:
 - (i) addressed to the Department Contact Person or the Licensee Contact Person; and
 - (ii) hand delivered or sent by pre-paid post to their respective street address;
- (b) by facsimile transmission, the notice must be sent to the facsimile number of the Department Contact Person or the Licensee Contact Person.

8.2 A notice given in accordance with clause 8.1 is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by pre-paid post, 5 Working Days after the date of posting unless it has been received earlier; and
- (c) if sent by facsimile transmission upon receipt by the sender of a facsimile confirmation receipt.

9. Applicable law

9.1 This Deed is governed by, and construed in accordance with, the laws in force in the Australian Capital Territory.

10. Costs

10.1 The Parties will each bear their own costs and expenses (including legal costs) arising out of and incidental to the negotiation, preparation and execution and delivery of this Deed.

11. Interpretation

11.1 In this Deed:

‘Department Contact Person’ means the person specified at Item 4 of Schedule 1;

‘Golden Gurus Program’ refers to the Commonwealth program which aims to harness the skills and experience of Australians aged 50 years and over as skilled volunteers or small businesses mentors for host organisations;

‘Golden Gurus Quality Guidelines’ refers to the guidelines for the Golden Gurus Program and as amended from time to time by the Department and notified to the Licensee;

‘Golden Gurus Style Guide’ refers to the style guide for the use of the Trade Marks and as amended from time to time by the Department and notified to the Licensee;

‘Goods and Services’ means the Goods and Services set out in Item 2 of Schedule 1;

‘Licence’ means the licence granted under clause 2;

‘Licensee Contract Person’ means the person specified at Item 5 of Schedule 1;

‘Member Organisation’ means an organisation that meets the Quality Standards and has been accepted by the Department and has a current membership as a member of the Golden Gurus community;



‘Quality Standards’ means the quality standards set out in the Golden Gurus Quality Guidelines;

‘Term’ means the period set out in Item 3 of Schedule 1;

‘Trade Mark’ means the trade marks set out in Item 1 of Schedule 1; and

‘Working Days’ means any day other than a Saturday, Sunday or public holiday in the Australian Capital Territory;

SCHEDULE 1

<p>Item 1: Trade Marks</p>	<p>Golden Gurus</p>  
<p>Item 2: Goods and Services</p>	<p>* Classes 9, 16, 21, 25, 28, 35, 36, 41, 42, 44 and 45</p> <p>[*Classes refers to the classes of goods and services under Schedule 1 of the <i>Trade Marks Regulations 1995</i>.]</p>
<p>Item 3: Term</p>	<p>Upon execution of this Deed to 31 December 2010 or such later time as may be agreed by the parties in writing prior to 31 December 2010</p>
<p>Item 4: Department Contact Person</p>	<p>[insert contact name, position, contract address, telephone, fax.]</p>
<p>Item 5: Licensee Contact Person</p>	<p>[insert contact name, position, contract address, telephone, fax.]</p>

EXECUTED AS A DEED

SIGNED, SEALED AND DELIVERED

for and on behalf of the COMMONWEALTH OF AUSTRALIA

By

)
)

 (Print name))
)
 ----- (Signature)
)
)

 (Print the position held)) Date:/...../2009

in the presence of

)
)

 (Witness's name))
)
 ----- (Signature)

SIGNED, SEALED AND DELIVERED

The COMMON SEAL of

for and on behalf
of

was affixed in accordance with its
Articles of Association)

By

)
)

 (Print name))
)
 ----- (Signature)
)
)
 (Print position)
 Who by signing certifies that they have the
 authority to do so

Date:/...../2009

in the presence of

)
)

 (Witness's name))
)
 ----- (Signature)