



Queensland Government

SERVICES AGREEMENT
Gateway to Industry Schools Program

between

STATE OF QUEENSLAND
(represented by) Department of Employment, Small Business and
Training

And

«Legal_Name»
trading as
«Trading_Name»

Agreement Number: «Agreement_Number»

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PARTIES:

STATE OF QUEENSLAND (represented by) Department of Employment, Small Business and Training

ABN 84 375 484 963

(“the Department”)

and

«Legal_Name» trading as «Trading_Name»

ABN «Supplier_ABN»

(“the Supplier”)

ACN «Supplier_ACN»

BACKGROUND:

- (a) The State of Queensland administers various funding programs across a range of areas.
- (b) The Gateway to Industry Schools Program (GISP) is a key industry engagement strategy for the Department which builds partnerships between schools and industry to enable young people to acquire the knowledge, skills and attributes to participate effectively in the Queensland economy.
- (c) The partnerships developed between schools and industry provide opportunities for Queensland school students to be exposed to a range of learning experiences to assist them in their career choices and pathways to employment.
- (d) The Supplier will provide opportunities for industry and the education sector to work together to deliver outcomes for students, teachers, local communities and businesses.
- (e) The Supplier will provide the Services for the Program and the Department will pay the Funds for the Services on the terms and conditions set out in this Agreement.

1. Interpreting this Agreement

- (a) **(defined terms)** Unless a contrary intention appears, terms used in this Agreement must be interpreted in accordance with the definitions and interpretations set out in Appendix 1 of this Agreement.
- (b) **(term of Agreement)** This Agreement starts on the Commencement Date and will continue until the Expiry Date, unless terminated earlier in accordance with its terms.
- (c) **(construction of Agreement)** This Agreement sets out the terms and conditions on which the Department will provide Funds to the Supplier and on which the Supplier must deliver the Services. This Agreement is comprised of:
 - i) the Funding and Services Details, which:
 - A) contain terms about Funding and Services that relate to the type of Funding and Services; and
 - B) incorporate specific terms about particular Funding and Services; and
 - ii) these Standard Terms, which contain general terms that apply to Funding and Services, including those provided by the Supplier.
- (d) **(other relevant documents)** The Funding and Service Details may also specify or refer to documents, specifications, guidelines, policies or standard that the Supplier must comply with, meet or have regard to in relation to the Funding and Services to be provided under this Agreement. For example, as a supplier to the State of Queensland, the Supplier must comply at all times with the Ethical Suppliers Threshold despite that document not being attached to this Agreement.
- (e) **(effect of variations)** This Agreement also includes any documents that the parties may sign from time to time varying or extending this Agreement.
- (f) **(order of precedence)** If, in relation to any Funding or Services, there is any ambiguity in or inconsistency between the documents comprising this Agreement, the following order of precedence will apply to resolve the ambiguity or inconsistency:

- i) any Departures in the Funding and Service Details;
- ii) the remaining terms in the Funding and Service Details;
- iii) the Special Conditions (if any); and
- iv) these Standard Terms.

2. Department's obligations

- (a) **(payment of Funding)** Subject to the Supplier's compliance with its obligations under this Agreement, the Department will pay the Funding to the Supplier in a timely and accountable manner having regard to the terms of this Agreement.
- (b) **(term of Funding)** The Department's obligation to provide Funding to the Supplier will start on the date specified in the Funding and Services Details and stop on the earlier of:
 - i) the Expiry Date;
 - ii) termination of all or part of the Funding; or
 - iii) termination of this Agreement.
- (c) **(severance of expired tranche of Funding)** When a tranche of Funding expires, then subject to clause 2(d), the Funding and Service Details will automatically be updated to sever the expired Funding tranche from this Agreement.
- (d) **(effect of expiry or termination)** The expiry or termination of a tranche of Funding or this Agreement will not affect any right of action or remedy that has accrued as at the date of expiry or termination.
- (e) **[(additional funding)** During the Term, the Department may provide additional Funding to the Supplier. Additional Funding may be provided under a document varying this Agreement signed by both parties in accordance with clause 7(a).
- (f) **(collaboration)** The Department will work collaboratively with the Supplier to:
 - i) improve the Department's knowledge base of service delivery practice and outcomes;
 - ii) ensure effective expenditure of public monies; and
 - iii) monitor review and evaluate the Services.
- (g) **(policies and procedures)** The Department will give the Supplier current information, including relevant Government policies, procedures and guidelines, applicable to the use of Funding and delivery of the Services.
- (h) **(information obligations)** The Department is subject to the *Information Privacy Act 2009* (Qld) and the *Right to Information Act 2009* (Qld).

3. Supplier's obligations

- (a) The Supplier must:
 - i) use the Funding and deliver the Services strictly in accordance with this Agreement as an independent contractor;
 - ii) comply with any policies notified to the Supplier by the Department;
 - iii) promptly notify the Department of any relevant matters that the Supplier reasonably thinks may affect the Supplier's ability to deliver any of the Services or meets its obligations under this Agreement;
 - iv) comply with any legislation and requirements of any Commonwealth, State, Territory or local authority, for example the *Further Education and Training Act 2014* and the *Education (Work Experience) Act 1996*;
 - v) inform itself of, and comply with, the Department's requirements for the Services and the Program; and
 - vi) obtain and maintain all permits, registrations and licences required to be taken out in connection with the Supplier's performance of the Services.

- (b) The Supplier must ensure compliance with its obligations under this Services Agreement despite:
- i) any assistance the Department may provide;
 - ii) any payment to the Supplier, or withholding of payment by the Department;
 - iii) any arrangement under which any of the Services are delivered under the Suppliers auspices; or
 - iv) any subcontracting of the Services.

Service commencement and delivery

- (c) The Supplier must:
- i) start delivering the Services by no later than the date specified in the Funding and Services Details, except where otherwise agreed or notified by the Department;
 - ii) continue delivering the Services during the Term;
 - iii) comply with the Service Delivery Requirements; and
 - iv) deliver or achieve the Deliverables.
- (d) If any of the Services cease to be delivered, including because a tranche of Funding expires or is terminated or the Funding is suspended, the Supplier must:
- i) cooperate with the Department, if the Department requires, in relation to the process that the Supplier will institute to cease those Services and the handling of records and information in relation to those Services; and
 - ii) comply with any notice that the Department gives the Supplier about the transfer or disposal of any Funded Assets.
- (e) The Supplier must not cease or change any of the Services without the prior written approval of the Department.

Quality standards

- (f) If specified, the Supplier must comply with any quality standards in relation to the Services specified in the Funding and Service Details.
- (g) If no quality standards in relation to the Services are specified in the Funding and Service Details, the Supplier must take all steps necessary to provide the Services to the highest quality possible having regard to best industry practice, good corporate governance and the Department's reasonable expectations for the provision of services to the State of Queensland and the prudent use of public monies.

Supplier's conduct

- (h) The Supplier must conduct all activities that comprise the Services diligently, effectively and in a professional manner, including by:
- i) delivering the Services in a manner that is consistent with the State of Queensland's published policies, procedures and guidelines in respect of good corporate governance and decision making;
 - ii) deliver the Services in a manner that is consistent with the conduct and governance required of the State of Queensland; and
 - iii) providing the Services in a non-discriminatory basis except where the Services are intended to meet the needs of, or consider employment and training goals for, specific groups of people in the Region.
- (i) The Supplier must collaborate and coordinate with other community organisations and government agencies in, or operating in respect of, the Region with a view to delivering the most effective advice to the Department in respect of the objectives of the Program.

Supplier's dispute resolution and complaints framework

- (j) The Supplier must:
- i) have and comply with a dispute resolution procedure for disputes between the Supplier and any other person with whom the Supplier may interact with in the provision of the

Services and the Supplier must make a copy of that procedure available to persons interacting with the Supplier;

- ii) keep and implement a document outlining the Supplier's procedure for dealing with complaints that any person may make about any of the Services or the activities and actions of the Supplier in providing the Services and make it available for viewing by any person on request; and
 - iii) advise any person who makes a complaint about any of the Services or the Supplier's conduct in providing the Services that they may complain to the Department or a complaints agency if they are not satisfied with the outcome of the complaint.
- (k) The Supplier must not discontinue or reduce any of the Services, or otherwise take retaliatory action, because a person makes a complaint to the Supplier about the Supplier's conduct or the Services. Nothing in this clause prevents the Supplier from taking action as necessary to ensure safety and prevent harm to any person (including others that may come to the Supplier's attention through the lodgement of the complaint).

Liaison with the Department's contact officer

- (l) The Supplier must:
- i) communicate with and provide information to the Department as the Department requires; and
 - ii) to the Department's satisfaction, comply with all requests, directions, orders and monitoring requirements made by the Department.

Monitoring of delivery of services

- (m) Both parties agree to meet or make contact during the Term for the purposes of monitoring the delivery of Services and assisting the Supplier to perform its obligations under this Agreement, which may include visits by Departmental staff to the Supplier's premises and access by Departmental staff to the Supplier's records wherever those records are located.
- (n) The Department can, at any time, conduct a review of any of the Services to assess service or program effectiveness or supporting improvements in the delivery of those Services. The review may include gathering and analysing information about the Services for the purpose of assessing the functioning or effectiveness of the Services or any system or program associated with the Services.
- (o) The Supplier must make available to the Department all information and documents that the Department requests for the purpose of clauses 3(m) and 3(n) and the Supplier warrants in each instance, that such information and documents are true and correct to the best of the Supplier's knowledge.

Supplier's employees

- (p) All personnel that the Supplier employs or contracts with in any capacity are the Supplier's responsibility.
- (q) The Supplier will ensure that the Personnel are:
- i) aware of the terms of this Agreement and comply with them; and
 - ii) sufficiently qualified, skilled and experienced to comply with the Supplier's obligations under this Agreement.
- (r) The Supplier is responsible for:
- i) the performance of all its obligations under this Agreement even those that are performed by its Personnel; and
 - ii) payment of all wages and entitlements to any employees and contractors.

Supplier's financial viability

- (s) During the Term, the Supplier must not incur a level of indebtedness or financial difficulty such that, in the Department's opinion, the Supplier will or may not be able to comply with its obligations under this Agreement.

Supplier's notifications

- (t) **(changes)** The Supplier must notify the Department of any changes in the Supplier's details in the Funding and Service Details in the way the Department requires.
- (u) **(other funding)** If the Supplier receives other funds from either the Commonwealth government, another State Government department or authority or any other entity providing funding for meeting the costs of:
 - i) any of the Services; or
 - ii) other services or activities that are of a similar nature to any of the Services;
 the Supplier must notify the Department of the amount and purpose of the additional funds received, unless the Department states otherwise.
- (v) **(misconduct)** If the Supplier is, or becomes, aware of an allegation that raises a reasonable suspicion of misconduct or dishonesty of a serious nature by the Supplier, the Supplier's employees, volunteers, agents in respect of any matter (including relating to the use of the Funding or operation of the Services) including an allegation of an offence liable to imprisonment, the Supplier must:
 - i) immediately notify the Department if the allegation involves misconduct or dishonesty concerning the Supplier; and
 - ii) in all cases report the allegation to a relevant authority such as the Queensland Police Service and notify the Department when it has been reported.
- (w) **(major incidents)** The Supplier must notify the Department no later than one (1) Business Day after the Supplier becomes aware of:
 - i) an incident that affects or is likely to affect the delivery of any Services;
 - ii) an incident that relates to any of the Services and that requires an emergency response include fire, natural disaster, bomb threat, hostage situation, death or serious injury, or threat of death or serious injury, of any person or any criminal activity;
 - iii) an incident that may relate to any person subject to interventions by the Department's staff and agents; or
 - iv) a matter where significant media attention has occurred or is likely to occur.
- (x) **(amendment)** The Supplier must not make any amendment to the Supplier's constitution without notifying and obtaining the Department's written approval in relation to the amendment.

Cultural accessibility

- (y) The Supplier must ensure that the Services are culturally accessible to First Nations peoples and to people from culturally and linguistically diverse backgrounds, recognising the diversity of needs of people, including specific needs, from urban, regional and remote areas.
- (z) Where the target group for the Services is First Nations peoples, the Supplier must, if the Department requests, provide evidence to the Department's satisfaction that individuals, families, cultural custodians, clan and language groups, community organisations, communities or representatives deemed appropriate by the community to which the Services are being delivered, are engaged in the design, delivery and evaluation of programs and the Services to ensure they are appropriate to local community and cultural needs.

4. Reporting requirements and other information

- (a) The Supplier must comply with the Reporting Requirements.
- (b) The Department may, by giving the Supplier notice, require that the Supplier provide some or all of the reports specified in the Reporting Requirements more or less regularly than stated in the Reporting Requirements.
- (c) In addition to the Reporting Requirements, the Department may, by giving the Supplier notice, require that the Supplier give to the Department information in any way concerning the Supplier, the Supplier's delivery of the Services or the carrying out of the Supplier's obligations under this Agreement, including performance or financial reports.
- (d) A notice that the Department gives the Supplier under clauses 4(b) or 4(c) need not be in any specified form but must:

- i) in the case of a notice under clause 4(b), specify the relevant reports and how regularly the Supplier must give them to the Department; and
- ii) in the case of a notice under clause 4(c) specify:
 - A) the information the Department requires;
 - B) the way that the Department requires the Supplier to provide the information; and
 - C) the time within which the Supplier is required to provide the information.
- (e) If the Department requires information under clause 4(c) the Supplier must provide that information to the Department within the timeframe specified in the Department's notice.
- (f) All reports and information provided by the Supplier under this Agreement, including under the Reporting Requirements, must be:
 - i) true and accurate in all respects;
 - ii) of a standard and in a format acceptable to the Department; and
 - iii) provided to the Department electronically via the reporting system specified as part of the Reporting Requirements or by such other method as specified in any notice given to the Supplier under clause 4(c) or as otherwise notified to the Supplier by the Department from time to time.
- (g) Without limiting any other provision of the Service Agreement, if the Supplier fails to comply with any Reporting Requirement or to provide information required under clauses 4(b) or 4(c):
 - i) the Department may treat that failure as an Event of Default; and
 - ii) this may adversely impact on any decision the Department may make about providing additional funding to the Supplier under this Agreement or any other subsequent funding assistance.

5. Payment of Funding

- (a) The Department will provide the Funding to the Supplier by instalments in accordance with the Funding and Service Details.
- (b) The Department may withhold any instalment of the Funding if the Supplier has not complied with any obligation under this Agreement, including the Supplier's obligation to submit reports or information as required under clause 4.
- (c) The Department may vary:
 - i) the timing of instalments in relation to the Funding (and therefore the timing and amount of each subsequent instalment of the Funding); or
 - ii) the periods and dates stated in this Agreement, either generally or in relation to particular Funding.
- (d) The Department will give the Supplier 7 Business Days notice of any such variation.
- (e) In the case of an emergency, the Supplier may make a written request for an instalment of the Funding in advance.
- (f) The Department may request any additional information from the Supplier before deciding, acting reasonably, whether to advance an instalment of the Funding to the Supplier under clause 5(e).
- (g) The Supplier acknowledges and agrees that this Department is under no obligation to provide the Funding to the Supplier beyond the expiration or termination of a tranche of Funding or this Agreement.

6. Administration and expenditure of Funding

- (a) The Supplier must use the Funding only:
 - i) to deliver the Services specified in the Funding and Service Details, unless otherwise approved by the Department in writing;
 - ii) in accordance with the Funding and Service Details and the requirements of a Governing Act; and

- iii) within any time period stipulated in the Funding and Service Details, or elsewhere in this Agreement, for expenditure of the Funding.
- (b)** The Supplier must not, without the Department's prior written approval, use the Funding to:
 - i) provide security for any purpose;
 - ii) make a loan or gift for any purpose;
 - iii) pay sitting fees to directors, management committee members, members of the Supplier organisation or any other person; or
 - iv) make payments that are inconsistent with the Services specified in the Funding and Services Details.
- (c)** If the Supplier uses the Funding for a purpose other than those permitted under this Agreement, or as otherwise approved by the Department, then, without limiting any other rights the Department may have, the Department may notify the Supplier that the Supplier is required to repay the Funding that has been so spent, used or applied, within the period stated in the notice, which will be not less than 10 Business Days. This amount will be a debt due and owing to the Department by the Supplier.
- (d)** If the Supplier uses the Funding to provide cash cheques or cash advances then the Supplier must keep a record of the date, amount, recipient and purpose of any cash cheque that the Supplier issues or cash advances that the Supplier make.
- (e)** The Supplier must hold the Funding in an account at an Approved Financial Institution.
- (f)** Where the Supplier receives the Funding, wholly or partly, to employ staff and are bound by a registered industrial instrument requiring the payment of termination or redundancy payments in appropriate circumstances, the Funding may only be used for termination or redundancy payments if:
 - i) the Funding is stopped due to circumstances stated in clause 13(a); or
 - ii) the Supplier has obtained the Department's prior written approval.
- (g)** The Funding may be used to obtain and maintain permits, registrations and licenses required to be taken out in connection with the Supplier's performance of the Services specified in the Funding and Services Details (if any).
- (h)** The Supplier must use and deal with any money earned by the Supplier from:
 - i) interest on the Funding; or
 - ii) the operation of the Services (for example fees, rent, board, service charges),as if the money earned was part of the Funding provided to the Supplier under this Agreement.
- (i)** For clarity, any monies described in this clause must not be used for any purpose other than the delivery of the Services.
- (j)** If the Supplier provides a report or other information in accordance with clause 4 which shows that any part of the Funding for the previous period is unspent by the Supplier, then the Department may:
 - i) authorise the Supplier to retain the unspent Funding and to expend some or all of it for an approved purpose, on terms and conditions specified by the Department;
 - ii) reduce a future payment or instalment of the Funding to take account of the unspent Funding; or
 - iii) notify the Supplier that the Supplier is required to repay the unspent Funding to the Department, within the period stated in the notice, which will be not less than 20 Business Days. That amount will be a debt due and owing to the Department by the Supplier.
- (k)** If, when this Agreement expires, any of the Funding has not been spent by the Supplier, the Department may:
 - i) give the Supplier a notice stating that the Supplier must return without delay or set off the unspent Funding to the Department, within the period stated in the notice, which will be not less than 20 Business Days. That amount will be a debt due and owing to the Department by the Supplier; or

- ii) authorise the Supplier to retain the unspent Funding and to expend some or all of it for an approved purpose, on terms and conditions specified by the Department.
- (l) The Supplier must maintain separate and readily identifiable ledger accounts to record the Supplier's receipt and expenditure of the Funding.
- (m) For clarity, Funding remains the property of the State of Queensland unless and until the Funding has been applied to delivering the Services in accordance with this Agreement.

7. Varying the Services or Funding

- (a) The parties acknowledge that:
 - i) this Agreement, or any part of it, may be varied by a variation agreement signed by an authorised representative of each party; and
 - ii) a variation which reduces or increases the scope of the Services may result in a reduction of or increase in (as the case may be) the amount of, or any future instalment of, the Funding.
- (b) The Department may increase the Funding from time to time without a variation to the Service Agreement, provided that:
 - i) the Department will notify the Supplier about any such increase and the Funding and Services Details will be deemed varied in accordance with the notice; and
 - ii) a formal variation to this Agreement will be required where new or expanded Services are to be provided by the Supplier in connection with the increase in the Funding.

8. GST

- (a) The amount of the Funding as set out in a Funding and Service Details is exclusive of GST.
- (b) The Department will pay the Supplier the GST Amount at the same time as paying the Supplier the Funding if the Supplier is registered for GST.
- (c) If, for any reason, including:
 - i) any amendment to the GST Legislation;
 - ii) the issue of a ruling or advice by the Commissioner of Taxation;
 - iii) a refund in respect of a supply made under this Agreement; or
 - iv) a decision of any tribunal or court,
 the amount of GST paid by the Department differs from the amount of GST paid or payable by the Supplier to the Commissioner of Taxation, then the Department must issue an appropriate adjustment note and any difference must be paid to or by the Department as the case may be.
- (d) The parties agree to exchange such information as is necessary to enable each party to accurately assess its rights and obligations under this clause.
- (e) If the Supplier is registered for GST, the Supplier agrees that the Department may issue the Supplier with RCTIs in respect of GST applicable to any payments of the Funding. The following requirements will apply for the duration of the Service Agreement:
 - i) the Department may issue the Supplier with an RCTI in respect of any Taxable Supply;
 - ii) the Supplier must not issue a tax invoice in respect of a Taxable Supply for which the Department issue an RCTI;
 - iii) the Supplier acknowledges that the Supplier is registered for GST and agree to notify the Department if the Supplier ceases to be registered or if the Supplier ceases to satisfy any of the requirements relating to RCTIs; and
 - iv) the Department acknowledges that the Department is registered for GST and agree to notify the Supplier if the Department ceases to be registered or if the Department ceases to satisfy any of the requirements relating to RCTIs.
- (f) The Department will issue an RCTI upon each payment of the Funding made to the Supplier during the Term.

- (g) The Supplier must remit any GST Amount(s) that the Department pays to the Supplier to the Australian Taxation Office as required by the GST Legislation.

9. Acknowledgement of Funding

- (a) The Supplier must ensure that the Funding is acknowledged in the Supplier's annual report (if the Supplier produces an annual report) and promotional materials relating to the Services.
- (b) Any acknowledgement in promotional material about the Services must use an acknowledgement logo which the Supplier must obtain from the Department.

10. Performance review and audit process

- (a) The Department can, at any time, conduct a Performance Review. Where the Department considers it appropriate, the Department will involve the Supplier in any Performance Review.
- (b) A Performance Review may include gathering and analysing information about the Services or the Supplier's use of the Funding for the purpose of the Department:
 - i) assessing the extent to which the terms of this Agreement can be, or are being, met by the Supplier; and
 - ii) considering or recommending a course of action to ensure compliance or to seek a remedy of any non-compliance.
- (c) The Department will give the Supplier notice prior to conducting a Performance Review, which need not be in any particular form but will specify the Funding and Services that the Department wishes to review and any premises to which the Department requires access.
- (d) The Department can, by notice to the Supplier, nominate auditors to conduct a Performance Review for the Department or to conduct any financial and compliance audit of the Supplier. For clarity, nominated auditors can be Departmental staff.
- (e) If the Department gives the Supplier a notice under clauses 10(c) or 10(d), the Supplier must:
 - i) comply with the notice;
 - ii) give the Department's officers or employees or the Auditors full and free access to:
 - A) the Supplier's employees;
 - B) any premises where the Services are delivered or from which the Supplier conducts the Supplier's business; and
 - C) the Supplier's accounts, records, documents and papers that relate directly or indirectly to the receipt, expenditure, or payment of the Funding or the conduct of the Services; and
 - iii) cooperate with the Department's officers or employees or the Auditors, including by giving any assistance required to:
 - A) meet with the Supplier's employees;
 - B) inspect the performance of the Services; and
 - C) locate and make copies of any of the Supplier's accounts, records, documents and papers that relate directly or indirectly to the receipt, expenditure, or payment of the Funding or the conduct of the Services.
- (f) When conducting a Performance Review or audit under this clause 10, the Department will, and will procure the Auditors to, use best endeavours to minimise interference to the Supplier's employees and the conduct of the Services.
- (g) The Supplier must provide any information or documents that the Department or the Auditors may request in relation to a Performance Review or audit and the Supplier warrants that such information and documents are true and correct to the best of the Supplier's knowledge.
- (h) The Supplier must ensure that, where any of the Services are delivered under the Supplier's auspices, the entity delivering those Services under the Supplier's auspices will permit the Department and the Auditors access to its employees, premises, accounts, records, documents, papers to the same extent provided for in this clause 10.

- (i) The Department's rights under this clause 10 are in addition to any other rights the Department may have under this Agreement or a Governing Act.

11. Suspending or stopping Funding

- (a) The Department can take any Specified Action by giving the Supplier notice if:
 - i) the Supplier breaches any term of this Agreement;
 - ii) an amendment to the Supplier's Constitution or operations means that the Supplier is no longer:
 - A) eligible for the Funding; or
 - B) able, in the Department's opinion, to comply with this Agreement;
 - iii) the Supplier become insolvent; or
 - iv) an actual Conflict of Interest arises.

The Department will only do this after following the show cause process in clause 12.

- (b) The Department can immediately take any Specified Action by giving the Supplier notice if:
 - i) the Department has terminated any other service agreement with the Supplier because of an event or occurrence of the same type as specified in clause 12(a);
 - ii) the Supplier becomes subject to any form of external administration;
 - iii) the Supplier enters into an arrangement with the Supplier's creditors or otherwise take advantage of any laws in force in connection with insolvent debtors;
 - iv) the Supplier becomes the subject of a court order for the payment of a sum equal to or greater than \$10,000; or
 - v) any:
 - A) steps or proceedings are commenced, and not withdrawn or dismissed within 5 Business Days; or
 - B) order made,in relation to the Supplier's winding up, voluntarily or involuntarily.

The Department can do this without following the show cause process in clause 12, but the Department notice to the Supplier will contain the reasons for the Department decision.

- (c) The Department rights under this clause 11 are in addition to any other rights or remedies available to the Department.

- (d) The Supplier may terminate:
 - i) all of the Funding provided under this Agreement;
 - ii) part of the Funding (**Partial Funding**) provided under this Agreement; or
 - iii) this Agreement, in which case all Funding payable under this Agreement will stop, by giving the Department at least 3 months' notice.

- (e) If all of the Funding or a Partial Funding is terminated (**Terminated Funding**):
 - i) the Terminated Funding (being all or part, as the case may be) will immediately stop as at the date of termination;
 - ii) any obligation on the State to pay the Terminated Funding will be severed from this Agreement;
 - iii) The Supplier must:
 - A) comply with the requirements specified in the notice of termination;
 - B) do everything possible to mitigate all losses, costs and expenses that the Supplier may incur as a result of the termination; and
 - C) comply with clause 3(d) in relation to the Services; and

- D) repay to the Department any part of the Terminated Funding, whether unexpended or otherwise, that the Department notifies the Supplier is required to be repaid (which notice may be in the notice of termination), within the period stated in the notice, which will be not less than 10 Business Days. That amount will be a debt due and owing to the Department by the Supplier; and
- iv) the remaining Funding will not be affected unless, having regard to clause 1(b), the termination of Funding means that the Term expires, in which case this Agreement will automatically terminate and clause 11(f) will apply.
- (f) If this Agreement is terminated, all Funding provided under this Agreement will immediately stop as at the date of termination and clause 11(e)iii) will apply to all Funding.
- (g) If all or part of the Funding or this Agreement is terminated for any reason:
 - i) the Department will not be liable to pay the Supplier compensation for any loss of profit or benefits that the Supplier would have received had the termination not occurred; and
 - ii) the termination will not limit, or adversely affect, any other right or remedy that may be available to the Department or accrued as at the date of termination.
- (h) The Department may take action under this clause 11 without having to give a compliance notice under a Governing Act or take any other compliance or enforcement action under a Governing Act, except if expressly required by a Governing Act.

12. Show cause process

- (a) If the Department reasonably suspects that any of the grounds or circumstances specified in clauses 11(a) apply, the Department may give the Supplier a show cause notice stating:
 - i) the Specified Action the Department propose to take under clause 11(a);
 - ii) the grounds for the Specified Action;
 - iii) an outline of the facts and circumstances forming the basis for the grounds; and
 - iv) an invitation to the Supplier to show, within a stated period, why the Specified Action should not be taken.
- (b) The Show Cause Period will be a period ending at least 7 days, or such longer period as required under a Governing Act, after the Show Cause Notice is given to the Supplier.
- (c) During the Show Cause Period, the Supplier may make written representations to the Department stating why the Specified Action should not be taken and, the Department will consider all Representations the Supplier makes.
- (d) If, after considering the Representations, the Department no longer believes the grounds exist to take the Specified Action, the Department will not take further action about the Show Cause Notice and will, as soon as practicable, give notice to that effect.
- (e) If the Supplier does not make any Representations or, after considering the Representations the Supplier makes, the Department still believes the grounds exist to take the Specified Action and that the Specified Action is warranted, the Department may take the Specified Action and will notify the Supplier of the Department's decision.

13. Reduction of Funding or termination in particular circumstances

- (a) The Department can reduce the amount of the Funding:
 - i) by giving the Supplier at least 3 months prior notice if the Department determines that:
 - A) changes to the State budget or any guidelines or policies of the State or Commonwealth government impact on the continued provision of the Funding to the Supplier or recipients of similar funding generally; or
 - B) the needs of the Region no longer justify the Funding, or that other persons are in greater need than those of the Region; and
 - ii) by giving the Supplier at least 6 months prior notice if the Department determines that it is appropriate for the Department to re-test the market for the delivery of the Services.

- (b) If the Department determines, that any of the circumstances described in subclauses 13(a)i) or 13(a)ii) apply to a substantial portion of all Funding or Services under this Agreement, the Department may reduce all Funding under this Agreement or terminate this Agreement.
- (c) The Department can take action under clauses 13(a)i) or 13(a)ii) without following the show cause process set out in clause 12, but the Department's notice to the Supplier will contain the reasons for the Department's decision.
- (d) If the Department reduces the Funding under clauses 13(a)i) or 13(a)ii):
 - i) the Department will review the scope of the Services;
 - ii) the Supplier must:
 - A) do everything the Supplier can to mitigate and lessen all losses, costs and expenses that the Supplier may suffer in relation to the reduction;
 - B) repay to the Department any unexpended part of the Funding that the Department notifies the Supplier is required to be repaid as a result of the reduction, within the period stated in the notice, which will be not less than 20 Business Days. That amount will be a debt due and owing to the Department by the Supplier; and
 - C) comply with any reasonable request made by the Department in relation to the reduction of the Funding; and
 - iii) The Department will notify the Supplier about the reduced amount of the Funding and any changed scope of the Services and this Agreement will be deemed varied in accordance with the notice.
- (e) If:
 - i) all or part of the Funding is terminated under clause 13(a)i), clauses 11(e) and 11(g) will apply; or
 - ii) this Agreement is terminated under clause 13(a)ii), clauses 11(f) and 11(g) will apply.
- (f) If the Department reduces any Funding or terminates this Agreement under clauses 13(a)i) or 13(a)ii), the Department will consider paying the Supplier reasonable costs that the Supplier incurs as a direct result of the reduction or termination, subject to the Supplier providing the Department with written evidence of the costs claimed and the Department approving those costs.

Refund of Funding

- (g) If the Department has made payments to the Supplier to which the Supplier is not entitled or which the Supplier has not expended in accordance with the implementation of this Agreement (Refundable Amount), in whole or part, the Department may by notice demand payment of the Refundable Amount no later than 10 Business Days, or longer if mutually agreed, after the date of the Department's demand.
- (h) The notice may specify the mode of payment.
- (i) The Supplier must refund the payment in accordance with the Department's notice or as otherwise agreed by the parties in writing. The refund amount will be a liquidated debt due and recoverable by the Department.
- (j) The Supplier acknowledges and agrees that the Department may charge interest on any the Refundable Amount in an amount equal to the post-judgement interest rate determined by the Supreme Court of Queensland from time to time from the date of the Department's notice described in clause 13(g)

14. Intellectual property rights

- (a) Title to and Intellectual Property Rights in all New Contract Material will, upon its creation, vest in the Department.
- (b) This Agreement does not affect Intellectual Property Rights in Existing Contract Material but the Supplier grants, and will ensure that relevant third parties grant, to the Department a paid up, non-exclusive, non-transferable licence to:
 - i) use, reproduce and adapt for its own use; and
 - ii) perform any other act with respect to copyright; and

- iii) manufacture, sell, hire or otherwise exploit a product or process or to provide a service or to licence a third party to do these things in respect of, any Existing Contract Material, but only for the purpose of carrying out this Agreement or the Program.
- (c) If requested to do so before or after the expiration or sooner termination of this Agreement, the Supplier must deliver to the Department, in a format specified by the Department, all New Contract Material.
- (d) The Supplier must ensure that New Contract Material is used, copied, supplied or reproduced only for the purposes of this Agreement.
- (e) Without limiting the generality of the foregoing, any Intellectual Property Rights in documents and records supplied to the Supplier by the Department for reproduction or guidance remain vested in the Department.
- (f) If the Supplier engages an individual to perform work under this Agreement, the Supplier must, prior to allowing that individual to commence work in respect of a Deliverable, obtain from that individual a consent to any act or omission by the Department that might otherwise constitute an infringement of the person's Moral Rights.

15. Confidentiality

- (a) The Supplier must not disclose Confidential Information belonging to the Department except where the Supplier has obtained the Department's prior written approval (which may be subject to conditions) or where required by law.
- (b) The Department reserves the right, without any liability to account to the Supplier or any third person, to make available, disclose, and allow the disclosure of, to the extent that it is not prohibited or regulated by any legislation, any information received from the Supplier or otherwise relating to this Agreement to:
 - i) any department, agency, authority, or Minister of the Queensland or Commonwealth governments;
 - ii) the Queensland parliament; or
 - iii) any third person, including any court, tribunal, government committee or other person within government, where such disclosure would be permitted or required by law, or otherwise would be consistent with established government policies, procedures or protocols or for public accountability purposes to the extent required in those circumstances.
- (c) The Department may give information about the Supplier to:
 - i) an entity that provides other funding or other assistance to the Supplier; or
 - ii) another entity if the Department consider the entity has an interest in the proper and efficient delivery of any of the Services by the Supplier.
- (d) The Supplier must make every reasonable effort to ensure that the Supplier's employees, volunteers and agents are aware of and comply with the obligations of confidentiality in this clause 15.
- (e) The Department may, at any time, require the Supplier to give, and for the Supplier to arrange for the Supplier's employees, and volunteers engaged in the performance of any Services to give, written undertakings in a form reasonably required by the Department relating to the non-disclosure of Confidential Information under this clause 15.
- (f) The Supplier must notify the Department immediately if the Supplier knows or suspects that Confidential Information has been disclosed without the Department's authorisation.

16. Protection of personal information

- (a) If the Supplier collect or have access to Personal Information for the purposes of this Agreement, the Supplier must:
 - i) comply with Parts 1 and 3 of the *Information Privacy Act 2009* (Qld) in relation to the discharge of the Supplier's obligations under this Agreement as if the Supplier is the Department;

- ii) not use Personal Information other than for the purposes of this Agreement, unless required or authorised by law;
 - iii) not disclose Personal Information without the Department's prior written consent, unless required or authorised by law;
 - iv) not transfer Personal Information outside of Australia without the Department's prior written consent;
 - v) ensure that access to Personal Information is restricted to those of the Supplier's employees, volunteer workers and officers who require access in order to perform their duties;
 - vi) ensure that the Supplier's employees, volunteer workers and officers do not access, use or disclose Personal Information other than in the performance of their duties;
 - vii) ensure that the Supplier's contractors and the Supplier's auspices who have access to Personal Information comply with the obligations the same as those imposed on the Supplier under this clause;
 - viii) fully co-operate with the Department to enable the Department to respond to applications for access to, or amendment of a document containing an individual's Personal Information and to privacy complaints; and
 - ix) comply with such other privacy and security measures as the Department reasonably notify the Supplier about from time to time.
- (b) On the Department's request, the Supplier must obtain from the Supplier's employees, volunteer workers, officers and contractors engaged for the purposes of this Agreement, an executed deed of privacy in a form acceptable to the Department.
- (c) If the Supplier collects, records or otherwise deals with Personal Information, the Supplier must make available a copy of the Supplier's Privacy Notice to the person giving the Supplier the Personal Information.
- (d) The Supplier's Privacy Notice must be of a standard reasonably acceptable to the Department and must state that information the Supplier collects may be provided to the Department to ensure that the Supplier is delivering quality services.
- (e) The Supplier must make every reasonable effort to notify the Department immediately upon becoming aware of any breach of this clause 16.
- (f) The Supplier must notify the Department immediately in the event that the Supplier becomes aware that disclosure of Personal Information, in relation to any child subject to the *Child Protection Act 1999* or the *Youth Justice Act 1992*, is made or may be required by law.

17. Record keeping

- (a) The Supplier must store all records and files regarding the Supplier's use of the Funding and the delivery of the Services under a Funding and Service Details in secure storage for at least 7 years from the date of expiry or termination of this Agreement.
- (b) The Supplier must maintain complete and adequate data and financial and other records to ensure that the Department are able to validate the accuracy and completeness of all reports and other information that the Supplier provides to the Department, including under the Reporting Requirements.
- (c) The Supplier must ensure that the Department's Material is only used, copied, supplied or reproduced for the purposes of delivering the Services.
- (d) On the expiration or termination of this Agreement, the Supplier must return to the Department all of the Department's Material that the Department requires the Supplier to return.

18. Insurance and indemnity

- (a) The Supplier must effect and maintain the following insurances for the term of this Agreement:
 - i) public liability insurance policy for a sum of not less than \$10 million for any one event in respect of accidental death or of accidental bodily injury to persons, or accidental damage to property, arising out of or in the cause of delivering the Services;

- ii) any insurances a prudent person delivering the Services would take out; and
 - iii) any other insurance required by the Department by notice to the Supplier.
- (b) All insurance policies must be effected with an insurer authorised to carry on insurance business with the Australian Prudential Regulation Authority.
- (c) Upon the Department's request, the Supplier must provide the Department with a copy of any insurance policy obtained in accordance with clause 18(a) and a certificate of currency.
- (d) If the Supplier fails to take out or maintain any insurance required under clause 18(a) or to provide to The Department a copy of any such insurance policy or certificate of currency as required under clause 18(c), then, without limiting any other right that the Department may have, the Department may take out the relevant insurance and pay the required premiums on the Supplier's behalf and any such amount that the Department pays will be a debt due and owing to the Department by the Supplier.
- (e) The Supplier releases, discharges, indemnifies and keeps indemnified the Department, the Department's officers, employees and agents from and against any Claim that may be made or brought by any person against the Department in connection with:
- i) the Supplier failing to observe or perform any of the Supplier's obligations under this Agreement;
 - ii) any negligent or unlawful act or omission of the Supplier, the Supplier's officers, employees or volunteer workers; or
 - iii) contravention of any legislative requirement by the Supplier, the Supplier's officers, employees or volunteer workers,

but the Supplier's liability to indemnify the Department under this clause will be reduced proportionally to the extent that a wrongful or negligent act or omission of the Department contributed to the Claim.

- (f) The Supplier represents and warrants that:
- i) it has the power to enter into this Agreement;
 - ii) it has read this Agreement in its entirety before entering into this document and understands the obligations of the Supplier under this Agreement;
 - iii) it has the necessary skills and expertise to supply the Services and otherwise comply with its obligations under this Agreement;
 - iv) it will undertake continuous training to ensure its skills and expertise up to date;
 - v) it has all necessary approvals and qualifications required to lawfully deliver the Services;
 - vi) its Personnel have the necessary skills and expertise to perform the Services and will undertake continuing training to ensure its Personnel's skills and expertise are up to date.

19. Conflicts of interest and compromising relationship

- (a) The Supplier warrants that, to the best of the Supplier's knowledge and belief, after making diligent inquiries at the date of signing the Service Agreement, no Conflict of Interest exists in the performance of the Supplier's obligations under this Agreement.
- (b) If, during the Term, a Conflict of Interest arises, or appears likely to arise, the Supplier undertakes to notify the Department immediately and to take such steps to resolve or otherwise deal with the conflict to the Department's satisfaction.
- (c) The Supplier must keep and implement a policy about Conflicts of Interest of the Supplier's executive officers, employees and volunteers. The policy must include guiding principles and procedures for identifying, declaring and dealing with Conflicts of Interest.
- (d) The Supplier must keep a record of each instance of a Conflict of Interest arising in the delivery of the Services and how the matter was dealt with.

20. Dispute Resolution Process

- (a) The parties agree that any dispute arising during the course of this Agreement will be dealt with as follows:
- i) firstly, the party claiming that there is a dispute will serve notice in writing to the other party setting out the nature of the dispute;
 - ii) secondly, the parties will try to resolve the dispute by direct negotiation;
 - iii) thirdly, the parties have 20 Business Days from the service of notice (or such extended time as the parties may agree before the expiration of the 20 Business Days) to reach a resolution or to agree that the dispute will be submitted to mediation or some other form of alternative dispute resolution procedure; and
- lastly, if:
- iv) there is no resolution or agreement; or
 - v) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 20 Business Days of the submission, or such extended time as the parties may agree before the expiration of the 20 Business Days,
 - vi) then any party may commence legal proceedings.
- (b) This clause does not apply to action by the Department under or purportedly under clause 13 (Termination) nor does it preclude any of the parties from commencing legal proceedings for urgent interlocutory relief.
- (c) Despite the existence of a dispute, the Supplier must (unless advised in writing by the Department not to do so) continue to perform the Services under this Agreement.

21. Notices

- (a) Any notice, request, notification, consent or approval (a "notice") under this Agreement must be in writing and may be sent by prepaid postage, email or delivered by hand to the addresses of the parties set out in Appendix 6 or such other address as a party may subsequently notify to the other.
- (b) A notice will be deemed to be given:
- i) if posted – two days after the date of posting;
 - ii) if delivered – on the date of delivery;
 - iii) if emailed – on the date that the email is sent,
 - iv) except that an email received after 5.00 pm will be deemed to be given on the next business day.

22. General Provisions

- (a) Entire agreement – This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, arrangements and agreements between the parties.
- (b) No partnership or joint venture – The relationship of the parties under this Agreement is one of principal and contractor and the Supplier is not by virtue of this Agreement in partnership or joint venture with the State.
- (c) Delay not to constitute waiver – Any failure by a party at any time to enforce a clause of this Agreement, or any forbearance, delay or indulgence granted by a party to the other, will not constitute a waiver of the party's rights.
- (d) Waiver to be in writing – No provision of this Agreement will be deemed to be waived unless that waiver is in writing and signed by the waiving party.
- (e) Waiver limited to specific occasion – A waiver by a party of a breach of any provision of this Agreement will not operate as a waiver of any subsequent breach of the same provision or as a waiver of any other provision.
- (f) Governing law – This Agreement is governed by the laws of Queensland and each party submits to the jurisdiction of the courts of Queensland.

- (g) Compliance with all laws – The Supplier must comply with all relevant laws in the performance of the Services.
- (h) Severability – If any part of this Agreement is determined to be invalid, unlawful or unenforceable for any reason then that part, to the extent of the invalidity, unlawfulness or unenforceability, will be severed from the rest of the Agreement and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.
- (i) Further assistance – The Supplier must do all things reasonably required by the State to give effect to this Agreement.
- (j) No assignment or novation – The Supplier may not assign or novate its interest in this Agreement, except with the prior written consent of the State.

23. Clauses to Survive Termination

The following clauses will survive termination or expiration of this Agreement:

Clause 5 – Payment of Funding

Clause 6 – Administration and Expenditure of Funding

Clause 12 – Protection of Personal Information

Clause 14 – Intellectual Property Rights

Clause 15 – Confidentiality

Clause 17 – Record Keeping

Clause 18 – Insurance and Indemnity

Clause 24 – Right to Information and Communication and Publication by the Department

Clause 26 – Publicity and Public Statements.

24. Right to Information and Communication and Publication by the Department

- (a) The *Right to Information Act 2009* (Qld) (**RTI Act**) provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies.
- (b) The RTI Act requires that documents be disclosed upon request, unless the documents are exempt or on balance, disclosure is contrary to the public interest.
- (c) Information relating to this Agreement is potentially subject to disclosure to third parties and any such disclosure will not constitute a breach of this Agreement.
- (d) If disclosure under the RTI Act, and/or general disclosure of information provided by the Supplier in connection with this Agreement, would be of substantial concern to the Supplier, because it would disclose trade secrets, information of commercial value, the purpose or results of research or other information of a confidential nature, the Supplier may highlight information of a confidential nature provided to the Department by labelling all such information "Commercial in Confidence". However, the Supplier acknowledges that the Department will not be required to maintain the confidentiality of the Supplier's information in circumstances including where (without limitation):
 - i) the Supplier consents to disclosure (including via this Agreement);
 - ii) the information is publicly available;
 - iii) the Department receives the information from any source or independently develops the information outside of a relationship of confidentiality;
 - iv) the Department is required or authorised by law to make disclosure;
 - v) disclosure is made pursuant to the RTI Act;
 - vi) disclosure is to any Minister or their staff or advisors, or by any Minister in parliament;

- vii) the information otherwise ceases to be confidential.
- (e) Notwithstanding clause 24(d), the Department cannot guarantee that any information provided by the Supplier will be protected from disclosure under the RTI Act.
- (f) The Supplier consents to the Department, its officers and employees using, disclosing, communicating or publishing information to third parties (including Queensland Government departments, agencies or bodies, regulatory bodies, non-government organisations, the Commonwealth, States, Territories and the public) about any matter relating to this Agreement (including information provided to the Supplier) for any purpose in connection with the administration of this Agreement or for the Department's functions and activities. Without limiting the above, this information includes:
 - i) the name and address of the Supplier;
 - ii) a description of the Services provided by the Supplier;
 - iii) initial and remaining funding;
 - iv) enrolment, completion and attrition rates;
 - v) audit outcomes;
 - vi) the Supplier's compliance with its obligations under this Agreement;
 - vii) commencement date of this Agreement or award date; and
 - viii) procurement method used.
 - ix) For information about the Department's Right to Information policy, including the Department's publication scheme and disclosure log refer to <https://desbt.qld.gov.au/about-us/right-to-information>.

25. Representations

- (a) The Supplier acknowledges and confirms that it did not rely upon any representation, information or data made available, or provided to it, by the Department in entering into this Agreement.
- (b) The Supplier acknowledges and warrants that it did not rely on any representation or warranty made by or on behalf of the Department that is not set out in this Agreement.
- (c) The Supplier acknowledges and agrees that the Department has entered into this Agreement in reliance on the warranties, representations and materials provided by the Supplier.

26. Publicity and Public Statements

- (a) The Department reserves the right to issue public statements and will retain the right to release information in the first instance in relation to this Agreement.
- (b) The Supplier must not make any critical or misleading public statements in relation to this Agreement including statements that are critical of the level of funding, or actions taken by the Department pursuant to this Agreement.
- (c) The Supplier must not, without the Department's prior approval (to be given or withheld acting reasonably), make any public announcement of any kind in respect of the terms and conditions of this Agreement or link the Department to the Supplier's social enterprise or the Services. For clarity, the Supplier must not use the Department's name or logo in any advertising or marketing for the Supplier's social enterprise or the Services without the Department's prior consent which may be given or withheld in the Department's absolute discretion.
- (d) All publicity relating to the deliverables under this Agreement, including publications, promotional and advertising materials, public announcements and activities or any products, processes or inventions developed as a result of the Agreement must acknowledge the funding provided by the Department.
- (e) The Department may require the Supplier to remove, amend or include particular information in relation to any publicity undertaken by the Supplier about the deliverables under this Agreement.

- (f) The Minister for the Training and Skills portfolio must be invited to attend or send a representative to any official launch, graduation or significant public event relating to the provision of Services under this Agreement.

27. Intervening Event

- (a) The Supplier must notify the Department if this Supplier is unable to carry out wholly or in part, any of the Supplier's obligations to deliver the Services due to natural disasters, pandemics, strikes, lockouts, or other industrial disturbances, acts of terror, unavoidable accident, fire, flood, or explosion.
- (b) The Supplier's notice to the Department must detail the extent to which the Supplier expects to be unable to perform or will be delayed in performing the Services.
- (c) The Supplier must take all reasonable steps to reduce the effect of the Intervening Event. The Department acknowledges that the Services may be suspended to the extent that they are affected by the Intervening Event.
- (d) Once the Intervening Event has ended, the Supplier must as soon as possible recommence delivery of the Services and where possible, carry out all acts which the Supplier would have been liable to carry out had the Intervening Event not occurred.

28. Not used

DRAFT

EXECUTED by the parties on the respective dates set out below.

SIGNED by an authorised representative,
for and on behalf of the **State of Queensland**
through the Department of Employment,
Small Business and Training
(ABN 84 375 484 963) by

Name:.....

Position:.....

a duly authorised person, in the presence of:

Name of witness:.....

.....
(signature of authorised person)

/ /
(date)

.....
(signature of witness)

/ /
(date)

SIGNED for and on behalf of:

Supplier Legal Name: «Legal_Name»
ABN: «Supplier_ABN»
ACN: «Supplier_ACN»

by

Name:.....

Position:.....

in the presence of:

Name of witness:.....

and

Name:.....

Position:.....

in the presence of:

Name of witness:.....

.....
(signature of authorised person)

/ /
(date)

.....
(signature of witness)

/ /
(date)

.....
(signature of authorised person)

/ /
(date)

.....
(signature of witness)

/ /
(date)

Appendix 1 Definitions and Interpretation

In this Agreement the following definitions apply:

Agreement	Means this document and all Appendices, Annexures and Schedules to the Agreement.
Approved Financial Institution	Means a financial institution registered in Australia and operating as a bank, credit union or building society.
Auditors	Means any auditors nominated by the Department under clause 10(d).
Business Day	Means a day that is not a Saturday, Sunday or public holiday in the State of Queensland.
Chief Executive	Means, for Funding given by: (a) a Department, the Director-General of the Department or other person from time to time holding the office of chief executive or having delegated responsibilities under relevant legislation; or (b) another body or agency, the chief executive officer or equivalent person.
Claim	Includes any claim, action, proceeding, demand, liability, obligation, costs (including legal costs), losses, damages and expenses, including those arising out of the terms of any settlement.
Commencement Date	Means the date specified in Appendix 2 or, if no date is specified, on which the last party to sign this Agreement, signs this Agreement.
Confidential Information	Means the information that is by its nature confidential and: (a) is designated by the Department as confidential; and (b) the Supplier knows or ought to know is confidential, but does not include information which: (c) is or becomes public knowledge other than by: (i) breach of this Agreement; or (ii) any other unlawful means; (d) is in the possession of the Supplier without restriction in relation to disclosure before the date of receipt from the Department; (e) has been independently developed or acquired by the Supplier; (f) is contained in any clause, Item, Appendix, Schedule or detail contained in this Agreement; (g) by law is required to be disclosed including under court subpoena, parliamentary order, under the <i>Right to Information Act 2009 (Qld)</i> or as part of discovery during legal proceedings; or (h) is required to be disclosed to any government agency, authority, department or Minister, or to any parliamentary committee, and the burden of establishing any exceptions referred to in paragraphs (c) to (h) above is on the Supplier.
Conflict of Interest	Includes: (a) having an interest (whether personal, financial, political or otherwise) that conflicts or which may reasonably be perceived as conflicting with the Supplier's ability to perform the Supplier's obligations under this Agreement fairly and objectively, including as a result of employment, procurement or service delivery arrangements that may exist or be put in place; and (b) for clause 19, a potential Conflict of Interest.
Constitution	Means: (a) a company's or incorporated association's constitution, or equivalent documents, which (where relevant) includes rules and any amendments that are part of the constitution; or (b) in relation to any other kind of body: (i) the body's charter or memorandum; or (ii) any instrument or law constituting or defining the constitution of the body or governing the activities of the body or its members.

Deliverable	Means the deliverables, outputs, outcomes, results or quantities of, or for, the Services, specified in the Funding and Services Details.
Delivery Period	Means the delivery period specified in Item 1 of Appendix 2, being the period in which the Services must be provided.
Department's Material	Means any information, document, file, record, electronic image, cinematographic film, video, equipment, software or data stored by any means which is given to the Supplier by the Department for the purposes of delivering Services, including all copies and extracts.
Existing Contract Material	Means any information, document, file, record, electronic image, cinematographic film, video, equipment, software or data that has been incorporated in, or supplied as part of, the Supplier's Material that was either: (a) in existence prior to the Commencement Date; or (b) produced after the Commencement Date independently of this Agreement.
Expiry Date	Means the date specified in Appendix 2 or, if no date is specified, the later of the date on which the Delivery Period ends or the date all obligations under the Agreement have been completed.
Funded Assets	Means an asset purchased wholly or partly with any Funding and includes an asset purchased to replace such an asset.
Funding	Means an amount of funding assistance that the Department will provide to the Supplier under this Agreement, as specified or included in Appendix 5.
Funding and Services Details	Means the details in respect of the Funding (including timing and instalments) and Services (including delivery requirements and KPIs) set out in the Appendices to this Agreement.
Governing Act	Means any Act: (a) under which the Funding is provided to the Supplier, as specified in Appendix 5; or (b) to which the Funding is, or becomes, subject, and includes any regulation from time to time made under it.
GST	Means any tax imposed by or through the GST Legislation.
GST Amount	Means the GST payable in respect of taxable supply under this Agreement calculated at the rate of GST applicable at the time.
GST Legislation	Means <i>A New Tax System (Goods and Services Tax) Act 1999</i> and any related tax imposition Act (whether imposing tax as a duty of customers excise or otherwise) and includes any legislation which is enacted to validate, recapture or recoup the tax imposed by any of such Acts.
Industry Reference Group Member	means any persons appointed by the Supplier to the Industry Reference Group the subject of this Agreement.
Intellectual Property Rights	Includes copyright, except for copyright in "artistic works" as that expression is defined in the <i>Copyright Act 1968 (Commonwealth)</i> , rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered designs, Confidential Information (including trade secrets and know how), and other rights resulting from the intellectual activity in the industrial, scientific, literary or artistic fields, but does not include Moral Rights.
Intervening Event	Means an event specified in clause 27(a).

Jobseeker	Means: <ul style="list-style-type: none"> • a person registered with an Employment Service Provider; or • an income support recipient who is not currently required to meet activity test or participant requirements; or • a participant in the Community Development Projects scheme, or • a person not currently working and seeking or intending to seek paid employment or self-employment after completing the Project; or • a participant in the Commonwealth's Access Program; or • a person not working but who is participating in volunteering activities; or • a person aged 15-19 years working up to 15 hours per week.
Key Performance Indicators (KPIs)	Means the key performance indicators specified in Appendix 3, which lists the standards the Supplier must meet under this Agreement.
Location	Means the location for the delivery of the Services as set out in Item 3 of Appendix 2.
Moral Rights	Means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the <i>Copyright Act 1968 (Commonwealth)</i> , and the rights of a similar nature anywhere in the world whether existing before, on or after the commencement of the Service Agreement.
New Contract Material	Means any material provided in connection with this Agreement that is created, written or otherwise brought into existence by or on behalf of the Supplier in the course of performing the Services.
Personal Information	Means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.
Participant	Means an eligible individual under Items 4 of Appendix 2 of this Agreement.
Performance Review	Means a review under clause 10 of any aspect of the Supplier's performance of its obligations under this Agreement.
Personnel	Means the personnel engaged by the Supplier to perform all or part of its obligations under this Agreement, including employees, officers, agents and volunteers.
Privacy Notice	Means the document which describes how the Supplier will deal with any Personal Information provided to or gathered by the Supplier.
Program	Means the program described in Item 2 of Appendix 2.
Project	Means the Supplier's project for delivery of the Services, as described in Item 2 of Appendix 2 and the Supplier's Application.
Public Statement	Includes any statements to Participants, employers, the media, or external organisations or their representatives.
RCTI	Means a "recipient created tax invoice" within the meaning given in the GST Legislation.
Reporting Requirements	Means the reporting requirements for the Funding, specified in the Funding and Service Details and this Agreement.
Representations	Means any representations made by the Supplier to the Department under clause 12(c).
Services	Means the services to be performed by the Supplier described in Item 2 of Appendix 2.
Service Delivery Requirements	Means any requirements set out in the Funding and Service Details.
Show Cause Notice	Means a show cause notice given under clause 12(a).
Show Cause Period	Means the period described in clause 12(a)(iv), as stated in the Show Cause Notice.

Special Conditions	Means the special conditions (if any) for the Funding or Services, set out in Item 6 of Appendix 2.
Specific Action	Means any of the following: <ul style="list-style-type: none"> (a) suspending all or part of Funding under this Agreement, for a period of time and on specified conditions as stated in the relevant notice; (b) terminating all or part of any Funding; or (c) terminating this Agreement.
Supplier's Application	Means the application made by the Supplier for funding under the Program.
Supplier's Material	Means any information, document, electronic image, cinematographic film, video, equipment, software or data stored by any means which is created by the Supplier or on the Supplier's behalf in performing Services under this Agreement.
Taxable Supply	Has the meaning given to it in the GST Legislation.
Term	Means the term of this Agreement as specified in clause 1(b).
Vocational Education and Training (VET)	Means learning, knowledge and specific practical skills that directly relates to gaining employment or helping in the workplace.

DRAFT

INTERPRETATIONS

In this Agreement including all parts, unless stated otherwise or a contrary intention appears:

- (a) it is intended that this Agreement may cover more than one grant or allocation of Funding. Each grant or allocation of Funding may be the subject of a separate variation to this Agreement. Where this Agreement incorporates more than one allocation of Funding, references to Funding and Services are to be read as references to the Funding under which the Services are to be delivered and the Funding to be paid. References to all or any Funding or Services are to be read as references to all or any of the Funding to be provided or the Services to be delivered under this Agreement;
- (b) words indicating the singular include the plural and words indicating gender include other genders;
- (c) where there is more than one organisation, the obligations of each organisation will be joint and several;
- (d) reference to a person includes an individual and a corporation;
- (e) reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (f) Words importing persons include a partnership and a body whether corporate or otherwise;
- (g) All references to dollars are to Australian dollars;
- (h) the headings in the Service Agreement are included for convenience only and do not affect the interpretation of the Service Agreement;
- (i) reference to a clause, paragraph or schedule is reference to a clause, paragraph or schedule of the document, forming part of the Service Agreement, in which the reference appears;
- (j) reference to a document or agreement includes reference to the document or agreement as amended, notated, supplemented, varied or replaced from time to time;
- (k) if the day on or by which anything is to be done under this Agreement is not a Business Day, that thing may be done on the next proceeding Business Day;
- (l) a reference to the Supplier includes the Supplier's administrators, successors and permitted assigns;
- (m) a reference to a "subcontractor" includes an agent, authorised representative or a person delivering any of the Services under the Supplier's auspices;
- (n) a reference to a government entity (as that term is defined in the Public Service Act 2008) in the event that entity is reconstituted or replaced, will be a reference to the entity then carrying out its powers or functions;
- (o) if there is any inconsistency between these terms and conditions and a Governing Act, the Governing Act will prevail; and
- (p) All references to consent, approval or permission (etcetera) by a party to this Agreement are taken to be a reference to consent, approval, or permission (etcetera) in that party's absolute discretion.

Appendix 2 Program Specification

Item 1 Delivery Period

- (a) The Delivery Period for the provision of the Services is from «**Commencement Date**» until «**Completion Date**» and the Expiry Date as defined in this Agreement means the date all obligations under the Agreement have been completed, unless otherwise agreed to in writing by the Department.

Item 2 Services to be provided by the Supplier

- (a) The Supplier must provide and deliver Project coordination services through the Gateway to Industry School Program (GISP) for the GISP «GISP_Project» Project.
- (b) The Supplier must employ a Project Officer to implement and coordinate the Project as outlined in this Agreement. If the project officer position becomes vacant during the Delivery Period the Supplier must fill the position within four weeks of vacancy.
- (c) The Supplier must within 30 days of the Delivery Period commencement, develop an annual work plan «**Insert years of agreement**» to the satisfaction of the Department that achieves the services specified in this Agreement.
- (d) The Supplier must, through the Program, work with schools and industry to facilitate partnerships that will support developing industry endorsed school and post-school pathways into the «GISP_Project» industry and provide the following services through the GISP «GISP_Project» Project:
- i) within three months of the Delivery Period commencement, establish and maintain a high level Industry Reference Group to provide strategic advice and direction for the Project to improve partnerships. Customise Terms of Reference for the Industry Reference Group, schedule meeting at least two time per calendar year, provide meeting agenda and distribute minutes to Industry Reference Group Members;
 - ii) the Industry Reference Group Members must include:
 - (a) representatives from the training sector;
 - (b) at least two from the «GISP_Project» industry;
 - (c) at least one representative from the state school sector;
 - (d) at least one representative from the non-state school sector;
 - (e) the Supplier Program Manager acting as Chair and Secretariat; and
 - (f) the nominated Department Representative in accordance with Appendix 6.
 - iii) develop an application process in accordance with Annexure 6 to enable schools to apply to participate in the Project and in consultation with the Department Representative, publish the process on the Department website and review periodically;
 - iv) formalise arrangements with participating schools in the Project with a Memorandum of Understanding (MOU) in accordance with Annexure 5, and review annually; and
 - v) connect with and manage industry partners' involvement and commitment to the Project.
- (e) The Supplier must identify, publish and promote industry endorsed career information to raise awareness of the pathways for employment in the «GISP_Project» industry or pathways to further education including the following:
- i) provide information about experiential learning opportunities that will allow students to understand, trial and self-select into a career in the «GISP_Project» industry and its supply chains;
 - ii) engage further education institutions to provide information that will allow students to understand pathways to further education;
 - iii) document and promote the skills and knowledge needs for the «GISP_Project» industry to new participants; and
 - iv) develop and maintain a relevant stakeholder communication strategy with a consistent message about how important it is to attract young people to the «GISP_Project» industry.

- (f) The Supplier must work with schools, their community and relevant industry stakeholders including employers and government agencies to provide students with opportunities to participate in relevant learning experiences including the following:
- i) identify, publish and promote contemporary industry focussed experiences and career events for students to understand the «GISP_Project» industry; and
 - ii) create opportunities for students:
 - (a) to access and undertake structured workplace learning or other relevant learning experiences aiming to develop employability skills; and
 - (b) to work in environments that provide learning experiences to assist them in their career choices and pathways to employment or higher education.
- (g) The Supplier must provide teachers with professional development opportunities to improve their industry related capability including the following:
- i) maintain, and update the professional development opportunities available to teachers on the Suppliers' "events" website which is linked to the Department's Program webpage (www.desbt.qld.gov.au/training/employers/gateway-schools) for the program;
 - ii) Identify and provide relevant industry development activities, such as training days, conferences; and/or
 - iii) coordinate suitable industry nominees to provide on-site professional development to the teachers.
- (h) The Supplier must within three months of the Delivery Period commencement, deliver/develop a communication strategy to promote and raise awareness of the Program, ensuring a positive media presence that complements the Program and the broader government investment in vocational education and training and in secondary school education. In accordance with the "GISP Publicity Style Guide" the communication strategy is to include:
- i) forward any promotional collateral/materials to the Department Representative in accordance with Appendix 6 Industry Engagement at GISP@desbt.qld.gov.au for branding requirements check;
 - ii) maintain and review on a quarterly basis the web content for the Program on the Suppliers' website which is linked to the Department's Program webpage (www.desbt.qld.gov.au/training/employers/gateway-schools);
 - iii) create, maintain, and moderate a social media presence using platforms such as LinkedIn, Facebook, Twitter, Instagram and at least once per month provide the social media content for use on Training and Skills Facebook page and the Department's other relevant social media channels;
 - iv) include the Department Program web address (www.desbt.qld.gov.au/training/employers/gateway-schools) on all printed collateral, documents, promotional banners, email signatures and all relevant internal and external communication channels;
 - v) ensure that any promotions/marketing of events/workshops/initiatives funded and organised due to the Program acknowledges Queensland Government funding by including the following words: "The Department of Employment, Small Business and Training funds this Gateway to Industry Schools Program initiative";
 - vi) select at least one good news story per quarter to include in media releases and on departmental social media;
 - vii) organise at least one event per quarter that promotes the Program to relevant audiences, such as schools, employers, industry; and
 - viii) invite the Minister for the Training and Skills portfolio to any official launch, graduation or significant public event relating to the services under this agreement.

Item 3 Location of Services

- (a) The Services are to be provided in Queensland.

Item 4 Participant Eligibility

Not applicable

Item 5 Documentation and Record Keeping

Item	Duration
1. Documents, records, and all information necessary to substantiate, to the reasonable satisfaction of the Department, compliance with the terms and conditions of this Agreement, including: a) any documents, records, and information specified by the Department from time to time; and b) full evidence (e.g. receipts, records and invoices) of expenditure of the Funds.	Kept for the Term and for a period of 7 years from the date of expiration or termination of this Agreement unless otherwise specified in writing by the Department.

Item 6 Special Conditions

- (a) Funds received by the Supplier from other state or commonwealth programs, after submission of the Supplier's Application for this Program, must not be used by the Supplier for this Program without written approval by the Department.

Item 7 Subcontracting

- (a) Subcontracting of the Services specified in item 2 of Appendix 2 is not permitted under this Agreement. The Supplier must directly establish the Industry Reference Group.

Item 8 Professional Indemnity Insurance

- (a) The Supplier must effect and maintain professional indemnity insurance for \$1 million in respect of each claim.

Item 9 Other Insurance

Not applicable.

Appendix 3 Key Performance Indicators

The Supplier must meet or exceed the following Key Performance Indicators:

Table 1 Key Performance Indicators

General:-
<p>KPI 1 Partnerships Create sustainable partnerships between participating schools and industries to maintain links and opportunities for students into the future.</p> <p>Method of Measuring Performance The Supplier must establish an Industry Reference Group for Project oversight and collaboration on Project objectives and inform the Department of the number of employers and schools participating in the Program.</p> <p>Minimum standard of performance The Supplier must meet the minimum standard of performance by:</p> <ul style="list-style-type: none"> (a) submitting copies of agendas, minutes and milestones achieved via bi-annual review to the Department; (b) meeting targets for increased school and industry partnerships; (c) advising the Department of number of continuing partners, schools and industry each year; and (d) reviewing annually all MOU's with schools.
<p>KPI 2 Pathways Provide industry focused experiential learning opportunities to provide students with an understanding of the industry and for them to trial and self-select pathways into careers.</p> <p>Method of Measuring Performance The Supplier must provide to the Department:</p> <ul style="list-style-type: none"> (a) number of students (by region, gender, Aboriginal and Torres Strait Islander (ATSI), Culturally and Linguistically Diverse (CALD) students) engaged in industry related experiential learning by: <ul style="list-style-type: none"> o School based apprenticeships and traineeships. (b) total number of unique students engaged in experiential learning; and (c) number of tertiary providers participating in the program. <p>Minimum standard of performance The Supplier must meet the minimum standard of performance by:</p> <ul style="list-style-type: none"> (a) meeting targets for increased students engaged in experiential learning, particularly in the following diversity groups: region, gender, ATSI, CALD students and students with a disability. (b) providing number of Program students who go on to further education and training; and (c) number of Program students who gain direct entry into university.
<p>KPI 3 Participation Provide opportunities for participation in employment and gateways to further training and education for school leavers.</p> <p>Method of Measuring Performance The Supplier must provide the number of students (by region, gender, ATSI, CALD students and students with disability) participating in Program activities by:</p> <ul style="list-style-type: none"> o Work experience o Structured workplace training o Work trials (e.g. try a trade) o Industry Scholarships for school students. <p>Minimum standard of performance The Supplier must meet the minimum standard of performance by:</p> <ul style="list-style-type: none"> (a) meeting targets for increased student participations; and (b) providing number of participating students who found the experience worthwhile in influencing their career decision.

Table 1 Key Performance Indicators (Continued)

General:-	
KPI 4 Professional Development	<p>Identify, provide and promote relevant professional development for school teachers to improve their industry related capabilities and the expectation of industry for jobs now and into the future.</p> <p>Method of Measuring Performance The Supplier must provide to the Department:</p> <ul style="list-style-type: none">(a) number and type of industry-related capability building activities for teachers; and(b) number of unique teachers participating in industry-related capability building activities. <p>Minimum standard of performance The Supplier must meet the minimum standard of performance by:</p> <ul style="list-style-type: none">(a) meeting target for increased teacher participation;(b) providing number of teachers whose participation contributes to Queensland College of Teachers' annual professional development requirements; and(c) providing number of participating teachers who are satisfied with the activity.
KPI 5 Promotion	<p>Develop a communication strategy to promote and raise awareness of the Program and the broader government investment in vocational educational training and the secondary school education.</p> <p>Method of Measuring Performance The Supplier must provide to the Department:</p> <ul style="list-style-type: none">(a) number of promotional events (e.g. career expos) and activities held;(b) number of social media posts; and(c) number of mainstream media statements issued. <p>Minimum standard of performance The Supplier must meet the minimum standard of performance by:</p> <ul style="list-style-type: none">(a) a communication strategy created and implemented; and(b) meeting targets for promotional events, activities, social media and mainstream media coverage.

Appendix 4 Reporting Requirements

Item 1 Reports

The Supplier must provide the reports set out in this Appendix in accordance with the relevant timelines. For clarity, the form of reports provided by the Department (set out in Annexures 1 - 8) must be used by the Supplier. If a form of report is not provided by the Department the Supplier must use develop and deliver the required report. If the Supplier needs to provide information which is not provided for in the forms of reports attached to this Agreement in order to comply with its reporting obligations under this Agreement, the Supplier must provide an addendum setting out that information.

Table 1 Reports

Name of Report	Content and form (if any) of Report	Timing for delivery of Report
<p>(a) Annual Work Plan</p>	<p>Using the format provided, the Supplier must submit an annual work plan in accordance with the Services outlined in Appendix 2 Item 2 and KPIs outlined in Appendix 3, Table 1 of this Agreement including reports.</p> <p>The annual work plan must outline:</p> <ul style="list-style-type: none"> i) planned services and activities to be delivered over the next twelve months; and ii) targets to achieve growth in schools, students and industry participation. <p>The annual work plan is to be uploaded to the Department's GISP SharePoint site: https://dsitiqld.sharepoint.com/sites/desbt-industry-engagement/gateway-industry-schools-program/SitePages/LearningTeamHome.aspx</p> <p>Annexure 1: Annual Work Plan</p>	<p>Annual work plan to be submitted for the Department's agreement by 28 February 2025.</p> <p>Thereafter, the Annual Work Plan will be updated and submitted to the Department on a yearly basis by 28 February of each year until the end of the Delivery Period.</p>

<p>(b) Progress Report</p>	<p>Using the format provided, the Supplier must submit a Progress Report every six months in accordance with the Services outlined in Appendix 2 Item 2 and KPIs outlined in Appendix 3, Table 1 of this Agreement.</p> <p>The Progress Report must include:</p> <ol style="list-style-type: none"> 1. Annual Work Plan outlining: <ol style="list-style-type: none"> i) any updates to planned services and activities to be delivered over the next six months; and ii) any updates to targets to achieve growth in schools, students and industry participation. 2. Written Progress Report outlining: <ol style="list-style-type: none"> i) activities and events undertaken in the previous six months; ii) achievement of targets; and iii) good news stories 3. Event register <ol style="list-style-type: none"> i) Activities and events organised or attended in the previous 6 months <p>Progress Reports are to be uploaded to the Department's external GISP SharePoint site: https://dsitiqld.sharepoint.com/sites/desbt-industry-engagement/gateway-industry-schools-program/SitePages/LearningTeamHome.aspx</p> <p>Annexure 1: Annual Work Plan Annexure 3: Progress Report Annexure 5: Event register</p>	<p>Progress Reports to be submitted six monthly to the Department by the following dates, each year until the end of the Delivery Period:</p> <p>31 July 31 January</p>
<p>(c) Event register</p>	<p>Using the format provided in Annexure 5, the Supplier must submit details of events organised or attended relating to the project every six months.</p> <p>Event registers are to be uploaded to the Department's external GISP SharePoint site: https://dsitiqld.sharepoint.com/sites/desbt-industry-engagement/gateway-industry-schools-program/SitePages/LearningTeamHome.aspx</p> <p>Annexure 5: Event register</p>	<p>Event register to be submitted six monthly to the Department by the following dates, each year until the end of the Delivery Period:</p> <p>31 July 31 January</p>
<p>(d) GISP school list</p>	<p>Using the format provided in Annexure 6, the Supplier must submit details of school Memorandums of Understanding.</p> <p>GISP school lists are to be submitted by email to GISP@desbt.qld.gov.au.</p> <p>Annexure 6: GISP school list</p>	<p>GISP school list to be submitted monthly to the Department, by the end of each month until the end of the Delivery Period.</p>
<p>(e) Online/face-to-face meetings</p>	<p>The Supplier must meet with the Department and, as needed, other departmental representatives, regularly for ongoing review of the Supplier's activity and outputs under the approved annual work plan.</p>	<p>Online/face-to-face meetings will be held within two weeks of execution of this Agreement and then every three months until the end of the Delivery Period.</p>

<p>(f) Interim Financial Acquittal</p>	<p>Using the format provided in Annexure 4, the Supplier must submit details of all financial expenditure relating to each Payment provided under this Agreement in line with Funding obligations specified under Clause 6.</p> <p>Financial acquittals are to be uploaded to the Department's external GISP SharePoint site: https://dsitiagld.sharepoint.com/sites/desbt-industry-engagement/gateway-industry-schools-program/SitePages/LearningTeamHome.aspx</p> <p>Annexure 4: Financial Acquittal Report</p>	<p>First Interim Financial Acquittal to be submitted to the Department after the Supplier has expended 80% of the first payment.</p> <p>Subsequent Interim Financial Acquittals to be submitted to the Department after the Supplier has expended 80% of total of all combined payments received by Supplier.</p> <p>Amounts acquitted are to be GST exclusive.</p> <p>Any changes to the approved budget must be approved by DESBT.</p>
<p>(g) Performance Snapshot</p>	<p>Using the format provided, the Supplier must submit a Performance Snapshot that summarises achievements and outcomes against the targets and services outlined in this Agreement.</p> <p>Performance Snapshots are to be uploaded to the Department's external GISP SharePoint site: https://dsitiagld.sharepoint.com/sites/desbt-industry-engagement/gateway-industry-schools-program/SitePages/LearningTeamHome.aspx</p> <p>Annexure 2: Performance Snapshot</p>	<p>Annual Performance Snapshot to be submitted to the Department on a yearly basis by 31 January of each year until the end of the Delivery Period.</p>
<p>(h) Final Report</p>	<p>Using the format provided in Annexure 7, the Supplier must submit a completed Final Report addressing the Key Performance Indicators in Appendix 3.</p> <p>The Final report must include a Performance Snapshot to report on achievements and outcomes against the target.</p> <p>Final report to be uploaded to the Department's external GISP SharePoint site: https://dsitiagld.sharepoint.com/sites/desbt-industry-engagement/gateway-industry-schools-program/SitePages/LearningTeamHome.aspx</p> <p>Annexure 2: Performance Snapshot Annexure 7: Final report</p>	<p>Final Report to be submitted to the Department 30 days after the Delivery Period Completion Date.</p>
<p>(i) Final Financial Acquittal</p>	<p>Using the format provided, the Supplier must submit details of all financial expenditure relating to the funding provided under this Agreement.</p> <p>Final financial Acquittal (see note below - Audit Report may also be required) to be uploaded to the Department's external GISP SharePoint site: https://dsitiagld.sharepoint.com/sites/desbt-industry-engagement/gateway-industry-schools-program/SitePages/LearningTeamHome.aspx</p> <p>Annexure 4: Financial Acquittal Report</p> <p>Note: Funding of \$500,000 or more, a full audit report (i.e. audited financial statements) from a qualified independent accountant is required.</p>	<p>Final Financial Acquittal, signed and declared as true and correct by authorised delegated officers as outlined in Annexure 4, to be submitted to the Department 30 days after the Delivery Period Completion Date.</p> <p>Amounts acquitted are to be GST exclusive.</p>

Appendix 5 Financial Matters

Item 1 Funding

- (a) Subject to the terms of this Agreement, the Department will pay the Supplier the Funds set out in the table below which is a summary of the costings in the Supplier's Application.

Services	1 st Year	2 nd Year	3 rd Year	Total
Project Allocation	\$255,000	\$255,000	\$255,000	\$765,000
GST	\$25,500	\$25,500	\$25,500	\$76,500
Total	\$280,500	\$280,500	\$280,500	\$841,500

Funding: \$841,500 (GST inclusive)

- (b) Funds through this Agreement can only be expended on costs directly associated with the operation of the Project, including:
- wages and associated costs to employ a Project Officer and dedicated resource to support the Project
 - administration costs, such as secretariat support, intrastate travel costs, venue hire and advertising
 - stakeholder engagement and specialist workshops
 - promotional activities/communication strategy
 - meeting reporting requirements
 - management fee is included in Funding amount as detailed in the approved budget in Annexure 4 Financial Acquittal Report and has a definite limit of 5% of Funding specified in this Appendix
- (c) Funds cannot be used to purchase assets/capital equipment e.g. IT equipment, buildings or vehicles or to purchase training that is funded by government through other programs for which the intended Participant/s would be eligible.
- (d) Change to budget line items of more than 10% must be approved by DESBT via an email variation request.

Item 2 Payment

- (a) The Department is not obliged to pay any Funds to the Supplier if the Supplier is not in full compliance with its obligations under this Agreement or the Supplier has been in persistent breach of its obligations under this Agreement (being a breach of an obligation under this Agreement that occurs more than twice in six months).
- (b) Irrespective of the timing of any payment, payment becomes due only when the Services have been satisfactorily provided and the Supplier's capacity to keep and maintain accurate and conforming records associated with this Agreement has been satisfactory.
- (c) Payment to the Supplier will be by electronic funds transfer into the Approved Financial Institution account nominated by the Supplier and in the name of the Supplier in separate payments detailed below.

Payment Structure

- (d) First payment of \$140,250 (GST inclusive) (representing 50% of the Project Allocation Funding for 1st year) will be made 10 Business Days after execution of the Agreement and:
- i) receipt by the Department of the Supplier's Annual Work Plan for First Year in accordance with Appendix 4 and Appendix 3 of this agreement; and
 - ii) the Department's satisfaction and approval of the Supplier's Annual Work Plan for First Year.
- (e) Second payment of \$280,500 (GST inclusive) (representing 50% of the Project Allocation Funding for 1st year plus 50% of the Project Allocation Funding for 2nd year) will be made no sooner than **1 July 2025** and 10 Business Days after:

- i) receipt and endorsement by the Department of the Supplier's Interim Financial Acquittal in accordance with Appendix 4 of this Agreement. The acquittal of funds (80% expenditure of the first payment received by Supplier) must be against the detailed costings for each expenditure item as supplied in the application form approved by the Department;
 - ii) receipt and endorsement by the Department of all the Supplier's required reports; and
 - iii) the Department's satisfaction that the Supplier has met, exceeded or is progressing to exceed the relevant Key Performance Indicators of this Agreement.
- (f)** Third payment of \$280,500 (GST inclusive) (representing 50% of the Project Allocation Funding for 2nd Year plus 50% of the Project Allocation Funding for 3rd year) will be made no sooner than **1 July 2026** and 10 Business Days after:
- i) receipt and endorsement by the Department of the Supplier's Interim Financial Acquittal in accordance with Appendix 4 of this Agreement. The acquittal of funds (80% expenditure of the total of all combined payments received by Supplier) must be against the detailed costings for each expenditure item as supplied in the application form approved by the Department;
 - ii) receipt and endorsement by the Department of all the Supplier's required reports; and
 - iii) the Department's satisfaction that the Supplier has met, exceeded or is progressing to exceed the relevant Key Performance Indicators of this Agreement.
- (g)** Fourth (& final) payment of \$140,250 (GST inclusive) (representing 50% of the Project Allocation Funding for 3rd year) will be made no sooner than **1 July 2027** and 10 Business Days after:
- i) receipt and endorsement by the Department of the Supplier's Interim Financial Acquittal in accordance with Appendix 4 of this Agreement. The acquittal of funds (80% expenditure of the total of all combined payments received by Supplier) must be against the detailed costings for each expenditure item as supplied in the application form approved by the Department;
 - ii) receipt and endorsement by the Department of all the Supplier's required reports; and
 - iii) the Department's satisfaction that the Supplier has met, exceeded or is progressing to exceed the relevant Key Performance Indicators of this Agreement.

Appendix 6 Address for Representatives and Notices

The following address is for notices and reports that apply to this Agreement:

Department's Representative:

Position: Director, Industry Engagement
Engagement Division
Department of Employment, Small Business and Training

Street Address: Level 15
150 Mary Street
BRISBANE QLD 4000

Postal Address: PO Box 15483
CITY EAST QLD 4002

Phone: 07 3524 3328

Email: industry.engagement@desbt.qld.gov.au

Supplier's Representative:

Trading Name of Supplier: «Trading_Name»

Legal Name of Supplier: «Legal_Name»

Contact person: «Authorised_Person__Name»

Position:

Street Address: «Physical_Address»

Postal Address: «Postal_Address»

Phone: «Authorised_Person__Phone_Number»

Email: «Email_Address»

Annexure 1 Annual Work Plan

Gateway to Industry Schools Program – Annual Work Plan

Year: 2025

Organisation:		GISP Manager:		Date:	
The Annual Work Plan should clearly outline the GISP Manager’s forward work plan for the year, including planned activities/services to be delivered to students, teachers and other stakeholders. The work plan will be updated over the life of the agreement and will be regularly reviewed by the Department. If changes are made to the work plan a revised version is to be provided to the Department.					
KPI 1 Partnerships					
Governance (e.g., establish IRG and facilitate meetings; MOU development; employer participation); local school-industry partnerships; stakeholder engagement					
Objective	Target	Timeframe	Planned Activities		
KPI 2 Pathways					
Provide industry-school career pathways; provide experiential learning; support enrolment in VET qualifications (pre-vocational, certificate I, certificate II, school-based apprenticeships and traineeships)					
Objective	Target	Timeframe	Planned Activities		
KPI 3 Participation					
Work experience; structured workplace learning; work trials; Industry scholarships for school students					
Objective	Target	Timeframe	Planned Activities		
KPI 4 Professional Development					
Teacher professional development; Development of resources that contribute to Queensland College of Teachers' annual professional development requirements; Industry currency for teachers including scholarships					
Objective	Target	Timeframe	Planned Activities		
KPI 5 Promotion					
Communication Strategy; strategy to engage under-represented cohorts; GISP website; good news stories; events; social media					
Objective	Target	Timeframe	Planned Activities		

Annexure 2 Performance Snapshot

Gateway to Industry Schools Program - Performance Snapshot

Organisation:		
To be completed annually for the duration of Agreement and submitted to the Department.		
Measure	Target	Actual
Total number of unique students participating in the GISP		
Number of male students		
Number of female students		
Number of gender diverse students		
Prefer not to say		
Total number of students by gender		0
Number of Aboriginal and Torres Strait Islander students		
Number of Culturally and Linguistically Diverse students		
Number of students with a disability or long-term health condition		
Number of students by Department region:		
South-East Queensland		
Far North Queensland		
North Queensland		
North Coast		
Metropolitan		
Central Queensland		
Darling Downs, South-West Queensland		
Total number of students by regions		0
KPI 1 – PARTNERSHIPS. Objective: Create sustainable partnerships between participating schools and industries to maintain links and opportunities for students into the future.		
Measure	Target	Actual
Number of MoU schools		
Number of industry partners participating in the GISP		
Number of tertiary providers participating in the GISP		
Comments:		
KPI 2 – Pathways. Objective: Provide industry focused experiential learning opportunities to provide students with an understanding of the industry and for them to trial and self-select pathways into careers.		
Measure	Target	Actual
Total number of unique GISP students engaged in industry related VET activity	0	0
Number of students participated in GISP and enrolled in an industry related school-based apprenticeship or traineeship		
Number of students participated in GISP and enrolled in an industry related VET qualification		
Number of students participated in GISP and enrolled in university in the target industry post-school		
Comments:		
KPI 3 - Participation. Objective: Provide opportunities for participation in gateways to further training and education for students and school leavers.		
Measure	Target	Actual
Total number of students participated in GISP activities (excluding VET pathways)		
Number of students engaged in industry related experiential learning. (i.e. career events, incursions, excursions, mentorships)		
Number of students participated in GISP work experience		
Number of students participated in GISP structured workplace training		
Number of students participated in GISP work trials		
Number of students participated in GISP industry scholarships		
Number of students participated in paid work facilitated by the GISP		
Number of participating GISP students who completed a survey		
Number of participating GISP students who found the experience influenced their career decision		
Comments:		
KPI 4 - PROFESSIONAL DEVELOPMENT. Objective: Identify, provide and promote relevant professional development for school teachers to improve their industry related capabilities and the expectation of industry for jobs now and into the future.		
Measure	Target	Actual
Number of GISP industry-related capability building activities for teachers		
Total number of unique teachers participating in GISP industry-related capability building activities		
Number of teachers whose GISP participation contributes to Queensland College of Teachers' annual professional development requirements		
Number of teachers who completed a Survey		
Number of participating teachers who are satisfied with the GISP activity		
Comments:		
KPI 5 – PROMOTION. Objective: Develop a communication strategy to promote and raise awareness of the GISP and the broader government investment in vocational education training and the secondary school education.		
Measure	Target	Actual
Total number of GISP activities for students	0	0
Number of GISP events and activities for students, exclusive of career events and job expos (i.e. incursions, excursions, workshops, information sessions)		
Number of career events and jobs expos		
Number of events for career influencers.		
Number of career influencers participated in events for career influencers		
Number of GISP social media posts		
Number of GISP mainstream media statements		
Comments:		

Annexure 3 Report Format

Gateway to Industry Schools Program – Progress Report

Progress Reports are to be submitted to the department on a six-monthly basis.

Reporting Period:		
Organisation:		
GISP Manager:		
Endorsed by:	Name: Title: Date:	
FINANCIAL MANAGEMENT Outline if there have been any budget variations or financial management issues.		
Expenditure Update (GST exclusive)	Funds received to date \$	Estimated expenditure to date \$
KPI PARTNERSHIPS Summarise stakeholder engagement activities undertaken over the last six months, as outlined in the annual work plan. Include details of the Industry Reference Group established for project oversight and collaboration.		
KPI 2 PATHWAYS Provide a summary of any experiential learning opportunities undertaken to provide students with an understanding of the sector and VET pathways.		
KPI 3 PARTICIPATION Provide a summary of work experience and other employment-related activities offered to school leavers.		
KPI 4 PROFESSIONAL DEVELOPMENT Summarise professional development opportunities provided to school teachers over the past six months.		
KPI 5 PROMOTION Summarise activities undertaken to promote and raise awareness of GISP and the broader government investment in vocational educational training and the secondary school education.		
GOOD NEWS STORIES Provide a summary of any good news stories and/or attach copies of any media stories. Ensure all necessary consents (from a privacy/confidentiality perspective) are obtained from persons to be featured in good news and/or media stories.		
GENERAL COMMENTS Provide any other general comments, challenges and learnings from projects/activities undertaken to date (if applicable).		

Annexure 4 Financial Acquittal Report

Amounts acquitted are to be GST exclusive

Section A – Summary of project

(a)	Trading name of your organisation:	«Trading_Name»
(b)	Name of project:	GISP «GISP_Project» Project
(c)	Reference number:	«Agreement_Number»
(d)	Total funds allocated (2022-2025):	\$«Funding»

Section B – Expenditure details

1. Total expenditure:		Approved Budget 2025 - 2028	Total Actual Expenditure
(a)	Project Staff wages	\$	\$
(b)	Administration costs	\$	\$
(c)	Materials and equipment	\$	\$
(d)	Other Costs	\$	\$
(e)	Management fee	\$	\$
(f)	Total:	\$«Funding»	

2. Summary on completion of three-year contract:

(a)	Total payments received under this project:	\$
(b)	Total expenditure as per 1(f) above:	\$
(c)	Total variance: (a) minus (b)	\$

Section C – Declaration

Where the total funds payable as per 2(a) above is:

- less than \$100,000, then the Chief Executive Officer (or equivalent delegate) must sign this declaration.
- more than \$100,000 but less than \$500,000, then the Chief Executive Officer (or equivalent delegate) and your organisation's accountant must sign this declaration.
- more than \$500,000, then your organisation must provide a full audit report (i.e. audited financial statements) from a qualified independent accountant.

On behalf of:
(please print TRADING name of your organisation)

I certify this acquittal of funds and declare that the information contained herein is true and correct and that all records and receipts for expenses have been retained by the above organisation.

<p>1. Chief Executive Officer / Chair of the Board (or equivalent delegate):</p> <p>Print full name:</p> <p>Position in organisation:</p> <p>Phone:</p> <p>Signed:</p> <p>Date:/...../.....</p>	<p>2. Accountant from your organisation:</p> <p>Print full name:</p> <p>Position in organisation:</p> <p>Phone:</p> <p>Signed:</p> <p>Date:/...../.....</p>
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Please ensure that all records and receipts for expenses are retained by your organisation.

Annexure 5 Event register

This template is a guide only. The supplier can develop their own list that can demonstrate their events.

GISP event list										
Date	Event name	Event type	GISP organised (Y/N)	Location (Suburb)	Participating schools	No. of students	No. of teachers	No. of schools	Survey outcome or feedback	
0										
1										
2										
3										
4										
5										
5										
7										
3										
9										
0										
1										
2										
3										
4										
5										
5										
7										
3										
9										
0										

Annexure 6 GISP school list

Date MoU Signed	School Name	Industry	School Type	Suburb	Region	Local Government Area	Date MoU Ended
<i>Enter Date Here DD/MM/YYYY</i>	<i>Copy and Paste from List of Schools Tab (Column A). If the school is not on the list, please type it and advise Industry Engagement.</i>	<i>Select from drop-down List</i>	<i>This field will be auto-filled if the school name is correctly entered.</i>	<i>This field will be auto-filled if the school name is correctly entered.</i>	<i>This field will be auto-filled if the school name is correctly entered.</i>	<i>This field will be auto-filled if the school name is correctly entered.</i>	<i>Enter Date Here DD/MM/YYYY</i>
			#N/A	#N/A	#N/A	#N/A	
			#N/A	#N/A	#N/A	#N/A	
			#N/A	#N/A	#N/A	#N/A	
			#N/A	#N/A	#N/A	#N/A	
			#N/A	#N/A	#N/A	#N/A	
			#N/A	#N/A	#N/A	#N/A	
			#N/A	#N/A	#N/A	#N/A	
			#N/A	#N/A	#N/A	#N/A	
			#N/A	#N/A	#N/A	#N/A	
			#N/A	#N/A	#N/A	#N/A	
			#N/A	#N/A	#N/A	#N/A	
			#N/A	#N/A	#N/A	#N/A	
			#N/A	#N/A	#N/A	#N/A	
			#N/A	#N/A	#N/A	#N/A	
			#N/A	#N/A	#N/A	#N/A	
			#N/A	#N/A	#N/A	#N/A	
			#N/A	#N/A	#N/A	#N/A	
			#N/A	#N/A	#N/A	#N/A	
			#N/A	#N/A	#N/A	#N/A	
			#N/A	#N/A	#N/A	#N/A	
			#N/A	#N/A	#N/A	#N/A	
			#N/A	#N/A	#N/A	#N/A	
			#N/A	#N/A	#N/A	#N/A	
			#N/A	#N/A	#N/A	#N/A	
			#N/A	#N/A	#N/A	#N/A	
			#N/A	#N/A	#N/A	#N/A	
			#N/A	#N/A	#N/A	#N/A	
			#N/A	#N/A	#N/A	#N/A	
			#N/A	#N/A	#N/A	#N/A	
			#N/A	#N/A	#N/A	#N/A	
			#N/A	#N/A	#N/A	#N/A	
			#N/A	#N/A	#N/A	#N/A	
			#N/A	#N/A	#N/A	#N/A	
			#N/A	#N/A	#N/A	#N/A	
			#N/A	#N/A	#N/A	#N/A	
			#N/A	#N/A	#N/A	#N/A	
			#N/A	#N/A	#N/A	#N/A	

Annexure 7 Final Report

Gateway to Industry Schools Program – Final Report

Final report is to be submitted within a month of the project completion.

Project details

Project name	
Organisation	
Reference number	
Project Coordinator	
Statement about achievement of Key Performance Indicators.	
Outline the impact of project. i.e. what difference the project has made to schools, students and employers.	
KPI 1 PARTNERSHIPS	
Summarise stakeholder engagement activities undertaken over the last six months, as outlined in the annual work plan. Include details of the Industry Reference Group established for project oversight and collaboration.	
KPI 2 PATHWAYS	
Provide a summary of any experiential learning opportunities undertaken to provide students with an understanding of the sector and VET pathways.	
KPI 3 PARTICIPATION	
Provide a summary of work experience and other employment-related activities offered to school leavers.	
KPI 4 PROFESSIONAL DEVELOPMENT	
Summarise professional development opportunities provided to school teachers over the past six months.	
KPI 5 PROMOTION	
Summarise activities undertaken to promote and raise awareness of GISP and the broader government investment in vocational educational training and the secondary school education.	
Provide details of any changes that had to be made to the project.	
Good news stories	
Provide a summary of any good news stories and/or attach copies of any media stories. Ensure all necessary consents (from a privacy/confidentiality perspective) are obtained from persons to be featured in good news and/or media stories.	
Outline barriers, if any that have been encountered with this project including any resolution if available.	

Annexure 8 Memorandum of Understanding

Essential Elements

- Purpose, context and rationale of the Gateway to Industry Schools Program (GISP)
- In-scope GISP services
- Roles and contribution of participants

Each project will develop a MOU template that will contain a contextualised version of the following text. The Department must agree to the text for each MOU template before circulation.

1. Purpose, Context and Rationale of the Gateway to Industry Schools Program (GISP)

This Memorandum of Understanding is a statement of intent to build and maintain a cooperative arrangement between the parties listed and is not intended to be legally binding.

The «GISP_Project» industry has been identified as a priority industry for an industry and school engagement strategy by the Queensland Government. If Queensland industries are to remain viable then planning and developing an industry's future workforce is critical to that industry's future.

An industry working closely with schools and their communities to provide students with quality career information, relevant and contextualised education opportunities, industry standard training, work experience and work placement, and post-school pathway opportunities is in the best interests of all participants.

The purpose of GISP is to:

- Inform students of participating schools about and have trial experiences in careers and pathways for future learning in priority industries.
- Complement the broader VET investment and government's investment in secondary school education.
- Bridge the learning opportunities provided by Queensland schools with the expectations of industry for jobs now and into the future.
- Provide opportunities for industry to attract informed and suitable young people to careers in the industry, either directly from school or by way of industry-related post-secondary training and education pathways.

The GISP objectives are to:

- Provide industry focused experiential learning opportunities to provide students an understanding of the industry and for them to trial and self-select into careers.
- Provide opportunities for participation in employment and gateways to further training and education for school leavers.
- Create sustainable partnerships between participating schools and industries to maintain links and opportunities for students into the future.

2. In-Scope GISP Services

The GISP «GISP_Project» Project services are:

- Service agreement services (spelt out in Service Agreement).
- Plus agreed additional services for particular industry and school collaboration related to GISP for "insert name of project".

3. Roles and Contribution of Participants

Participating school agrees to:

- Nominate a leadership team member as a primary contact between the school and the project officer for the GISP «GISP_Project» Project.
- Build and maintain a productive partnership with at least one local industry and support productive relationships with employers from industry.
- Work collaboratively with the GISP project officer, partnering industry and participating employers to ensure a strong industry focus to structured learning opportunities provided to participating students.

- Encourage and support interested students to participate in opportunities to experience the industry and develop industry-related skills.
- Encourage and support teachers to participate in opportunities to experience the industry, develop industry-related skills and maintain currency and competence.
- Provide students and parents with access to industry-related information and career advice including post-school options for further training and education and direct entry to the labour market.
- Support and contribute to the annual evaluation of the value of this MOU and the GISP «GISP_Project» Project.
- Publish details of outcomes and highlights of the GISP «GISP_Project» Project to its school community and provide a copy (text only, no images unless permission granted) to the project officer for the GISP «GISP_Project» Project for record only (unless agreed to in writing by both parties).

The participating service provider, through the GISP project officer, agrees to:

- Support the participation of the school and their students, partnering industry and participating employers in the GISP «GISP_Project» Project.
- Work collaboratively with the school, partnering industry and participating employers to ensure a strong industry focus to structured learning opportunities.
- Work with the school, partnering industry and participating employers to make available a range of industry-endorsed opportunities for students to learn about and experience the industry.
- Provide a calendar of activities and events for each year such as structured learning opportunities including guest speakers, structured workplace training, work experience placements and teaching staff currency opportunities.
- Facilitate enduring partnerships that support the future employment of young people in the industry.
- Advise on the range of industry organisations and employers with which they are working.
- Organise activities that do not duplicate the activities already undertaken by the service provider, participating schools and industry partners.

DRAFT

Annexure 9 Application process for Gateway to Industry Schools Program

The application process for any GISP project will comprise four parts:

1. Offer

Each GISP project will publish on the DESBT website that is hyperlinked from the DESBT website to a suitably branded webpage of the Service Provider:

- What the project offers (the standard offer) to all participating 'Gateway to Industry Schools for «GISP_Project»'.
- What the project offers (the options offer) for schools and their students not participating as a Gateway to Industry School for «GISP_Project».
- The GISP project's expectations (capacity and commitment) of 'Gateway to Industry Schools for «GISP_Project»'.
- An annual calendar of planned events or activities (subject to periodic update).

2. Expression of interest

Each GISP project will publish an expression of interest process for schools not participating in the program. The expression of interest is obligation free and may or may not include an application form. However a form, digital or paper-based is recommended for documentation and record keeping. The expression of interest will include:

- Statement of capacity and commitment to meeting GISP project standard offer;
- authorisation by the school principal for the school to participate; and
- endorsement of the statement of capacity and commitment.

3. Acceptance

The GISP project officer, in consultation with the Service Provider and the relevant Manager, Industry Engagement (DESBT), will decide if there is project capacity to support an application from a school.

The GISP project officer will provide within ten business days one of the following responses in writing (email is acceptable):

- The Application is accepted (Memorandum of Understanding attached);
- A request for more information to support an application;
- Providing advice the application is declined (includes brief explanation that can be about the deficiency of the application or the project's lack of capacity to support the applicant).

4. Memorandum of Understanding (MOU)

If an application to be a 'Gateway to Industry School for «GISP_Project»' is accepted then the Service Provider, through the GISP project officer will have in place a MOU within 20 business days of written notification of acceptance of an application. (See Annexure 6)