INDICATIVE TERMS AND CONDITIONS FOR THE WORKREADY

EMPLOYMENT PROJECTS SERVICE AGREEMENT

(EPSA)

NOTE:

Where the term “Minister” is used it refers to the Minister for Industry and Skills. Where the term “Service Provider” is used it refers to a service provider which has executed a WorkReady EPSA with the Minister.

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EMPLOYMENT PROJECTS SERVICE AGREEMENT

BACKGROUND:

A. WorkReady is an initiative of the South Australian Government that is administered by the Minister and which purchases a range of training, employment and skills activity.

B. Employment Projects are a Subsidised Activity within WorkReady and are designed to assist Prospective Participants to obtain and sustain employment by combining skill development with services that address Barriers to employment.

C. Each Employment Project is comprised of one or more of the following Services:

- Accredited Training
- Non-Accredited Training
- Individual Case Management
- Structured Mentoring
- Career Services
- Project Management
- Any other services prescribed by the Minister.

D. This Service Agreement, together with the Head Agreement, contains the terms and conditions on which the Minister will fund the Service Provider to provide the Employment Project.

IT IS AGREED:

PART 1 – GENERAL

1. DEFINITIONS

In this Service Agreement unless the contrary intention is expressed:

1.1 **Accredited Training** means all training and assessment services relating to any qualification, Training Package, Course, Foundation Skills Course, Bridging Unit or Unit of Competency for a Participant;

1.2 **Acquittal Report** means the report required for each Employment Project pursuant to clauses 8.11.6 and 19 in the form specified by the Minister;

1.3 **Annexure** means an annexure entered into under this Service Agreement pursuant to clause 6;

SAMPLE

1.4 **Application** means an application made by the Service Provider to the Minister seeking funding for a particular Employment Project and in regard to a specific Annexure, means the specific application made for the Employment Project set out in that Annexure;

1.5 **Australian Vocational Education and Training Management Information Statistical Standards** or **AVETMISS** means the national standard for the collection, analysis and reporting of vocational education and training statistical information;

1.6 **Barriers** means aspects of a Participant's personal, educational, social and economic circumstances that preclude or deter the Participant from participating in training or employment;

1.7 **Business Day** means any day that is not a Saturday, Sunday or a public holiday in South Australia;

1.8 **Career Development** means the process of managing an individual's learning and work over their working life;

1.9 **Career Development Practitioner** means a person who is employed or otherwise engaged by the Service Provider or a Nominated Provider to deliver Career Services and who must:

1.9.1 be a member or associate member of a Career Industry Council of Australia member organisation and maintain this membership for the term of the Employment Project;

1.9.2 where any Participant being delivered Career Services by the Career Development Practitioner is under 18 years of age, have successfully completed Child Safe Environment Training;

1.9.3 where relevant to the Participants receiving the Career Services, have successfully completed disability awareness training;

1.9.4 where relevant to the Participants receiving the Career Services, have successfully completed cultural awareness training; and

1.9.5 where relevant to the Participants receiving the Career Services, have successfully completed mental health first aid training;

1.10 **Career Services** means a wide range of Career Development programs and services provided in different delivery settings. Their object is to assist Participants to gain the knowledge, skills, attitudes and behaviours to manage their life, learning and work in self-directed ways;

1.11 **Case Manager** means a person who is employed or otherwise engaged by the Service Provider or a Nominated Provider to deliver Individual Case Management and who must:

1.11.1 have a qualification in counselling or community services, or have at least three years' experience in counselling or community services;

1.11.2 where any Participant being delivered Individual Case Management by the Case Manager is under 18 years of age, have successfully completed Child Safe Environment Training;

1.11.3 where relevant to the Participants receiving the Individual Case Management, have successfully completed disability awareness training;

1.11.4 where relevant to the Participants receiving the Individual Case Management, have successfully completed cultural awareness training; and

1.11.5 where relevant to the Participants receiving the Individual Case Management, have successfully completed mental health first aid training;

1.12 **Chief Executive** means the chief executive officer (or equivalent) of the Service Provider;

1.13 **Child Safe Environment Training** means the Child Safe Environments Reporting Child Abuse and Neglect training (or other equivalent training) offered by the South Australian Department of Education and Child Development (or any successor);

SAMPLE

1.14 **Commencement Form** means the document in the form determined by the Minister and published in the Online Toolkit from time to time;

1.15 **Completion of Training Date** means the date by which the Service Provider or Nominated Provider must have completed all Accredited Training and Non-Accredited Training (if applicable to the Employment Project), being no later than the date specified in Item 2.3 of Part A of the Annexure for the Employment Project or such later date as the Minister notifies the Service Provider in writing;

1.16 **Confidential Information** means information which is by its nature confidential or is identified as confidential, but does not include the Head Agreement or this Service Agreement;

1.17 **Course** means a Full Qualification, Skill Set or Skill Cluster (as those terms are defined in each Annexure);

1.18 **Eligibility Criteria** means the criteria for an Employment Project set out in Item 6 of Part A of the Annexure for that Employment Project;

1.19 **Employment Opportunity** means the employment opportunity for Participants identified by the Service Provider in its Application for the particular Employment Project;

1.20 **Employment Outcome** has the meaning provided in the Annexure and is particular to each Employment Project;

1.21 **Employment Project** means a project (named and described in an Annexure to this Service Agreement) in which the Service Provider delivers or facilitates the delivery of the Services to Participants in accordance with this Service Agreement;

1.22 **Enrolment End Date** means the date specified in Item 2.2 of Part A of each Annexure, being the date from which the Service Provider, or Nominated Provider as the case may be, cannot enrol any Participants in any Course for the particular Employment Project;

1.23 **Exit Form** means a document in the form determined by the Minister and published in the Online Toolkit from time to time;

1.24 **Final Report** means the report required for each Employment Project pursuant to clause 20.2 of this Service Agreement and Item 4.1(c)(i) of the Schedule in the form specified by the Minister to the Service Provider;

1.25 **GST** means the tax imposed by the GST Law;

1.26 **GST Law** has the meaning attributed in the A New Tax System (Goods and Services Tax) Act 1999 (Cth);

1.27 **Head Agreement** means the WorkReady Head Agreement executed by the parties to this Service Agreement;

1.28 **Individual Case Management** means one-on-one support provided by a Case Manager to Participants, which is designed to address Barriers that would impact on the Participant's ability to gain or maintain employment;

1.29 **Information Privacy Principles** means the Cabinet Administrative Instruction No 1 of 1989 (as amended and reissued from time to time), which can be found at http://dpc.sa.gov.au/ or such other website notified by the Minister;

1.30 **Mentor** means a person who is employed or otherwise engaged by the Service Provider or Nominated Provider to deliver Structured Mentoring and who must:

1.30.1 have a qualification in mentoring or at least three (3) years previous experience in mentoring;

1.30.2 if the person will be providing Structured Mentoring to Participants under the age of 18 years, have successfully completed Child Safe Environment Training;

1.30.3 where relevant to the Participants receiving the Structured Mentoring, have successfully completed disability awareness training;

SAMPLE

1.30.4 where relevant to the Participants receiving the Structured Mentoring, have successfully completed cultural awareness training; and

1.30.5 where relevant to the Participants receiving the Structured Mentoring, have successfully completed mental health first aid training;

1.31 **Milestones** means the milestones set out in the Annexures;

1.32 **Module** means a single unit of Non-Accredited Training;

1.33 **Nominated Provider** means a subcontractor listed in Item 4 of Part A of an Annexure or such other subcontractor accepted by the Minister pursuant to clause 13.4;

1.34 **Non-Accredited Training** means any skills development or training not formally recognised by the Australian Skills Quality Authority under the Australian Qualifications Framework that is structured and delivered over a scheduled timeframe with identified and measurable learning outcomes that show a demonstrated link to the objectives of the Employment Project and the individual needs of Participants;

1.35 **Online Toolkit** means the website identified in Item 7 of Part A of the Annexure, or any other website notified by the Minister from time to time;

1.36 **Other Services** means any services as prescribed by the Minister in Part H of the Annexure;

1.37 **Participant** means a person who meets the Eligibility Criteria for an Employment Project and who participates in that Employment Project with the Service Provider;

1.38 **Personal Information** means information or an opinion whether true or not relating to a natural person or the affairs of a natural person whose identity is apparent or can reasonably be ascertained from the information or opinion;

1.39 **Project Acquittal Date** means the date by which the Service Provider must deliver the Acquittal Report for an Employment Project, being no later than the date specified in Item 2.5 of Part A of the Annexure for that Employment Project;

1.40 **Project Commencement Date** means the date specified in Item 2.1 of Part A of the Annexure for that Employment Project;

1.41 **Project Completion Date** means the date by which the delivery of all Services must be completed for a particular Employment Project, being no later than the date specified in Item 2.4 of Part A of the Annexure for that Employment Project or such later date as the Minister notifies the Service Provider in writing;

1.42 **Project Expiry Date** means the date specified in Item 2.6 of Part A of the Annexure for that Employment Project;

1.43 **Project Management** means the framework for the implementation of the Employment Project through planning, organisation, performance monitoring, assessment of the results and, if necessary, making changes to meet the objectives of the Employment Project;

1.44 **Prospective Participant** means a person who has expressed an interest in undertaking an Employment Project with the Service Provider but who has not yet become a Participant;

1.45 **Purpose** means the purpose of this Service Agreement as set out in Item 3 of the Schedule;

1.46 **Record-Subject** means a person to whom Personal Information relates;

1.47 **Registered Training Organisation** or **RTO** has the meaning provided in the *National Vocational Education and Training Regulator Act 2011* (Cth);

1.48 **Registering Body** means the Australian Skills Quality Authority or such other body authorised under state legislation for registering training organisations in the vocational education and training sector;

1.49 **Service** means any one of the Services;

SAMPLE

1.50 **Service Agreement Event of Default** has the meaning given by clause 23.1;

1.51 **Service Agreement Commencement Date** means the date specified in Item 2.1 of the Schedule;

1.52 **Service Agreement Expiry Date** means the date specified in Item 2.2 of the Schedule or such later date as otherwise agreed;

1.53 **Service Agreement Representative** means the Minister's representative or the Service Provider's Representative (as relevant) as set out in Item 5 of the Schedule;

1.54 **Services** means the applicable services set out in Item 4 of Part A of each Annexure to this Service Agreement;

1.55 **Skills and Employment Portal** means the information technology system used by the Minister which the Service Provider may access through the Website and includes any other information technology system prescribed by the Minister for this purpose;

1.56 **Subsidy** means the funds paid or payable pursuant to clause 15 and Item 5 of Part A of an Annexure;

1.57 **Standard** means the standard made pursuant to section 185(1) of the *National Vocational Education and Training Regulator Act 2011* (Cth);

1.58 **STELA** means the Student Training Enrolment Logistics Application (or a successor application determined by the Minister) which is an online application prescribed by the Minister for reporting on AVETMISS requirements and the other data reporting obligations under the Head Agreement and this Service Agreement;

1.59 **Structured Mentoring** means a mutually agreed relationship between a Participant and a Mentor which focuses on assisting the Participant to gain or sustain employment;

1.60 **Term of this Service Agreement** has the meaning specified in clause 4;

1.61 **Unexpended Subsidy** means any Subsidy which has been paid by the Minister and has not been expended towards the Purpose at the Project Acquittal Date; and

1.62 Terms defined in the Head Agreement have the same meaning in this Service Agreement unless otherwise specified.

2. INTERPRETATION

2.1 In this Service Agreement, unless a contrary intention is evident, a reference to a "clause", "Schedule" or "Annexure" is a reference to a clause, Schedule or Annexure of this Service Agreement.

2.2 The terms and conditions of this Service Agreement between the Minister and the Service Provider are set out in:

2.2.1 the Head Agreement;

2.2.2 this Service Agreement (excluding the Schedule and Annexures attached to it);

2.2.3 the Schedule to this Service Agreement; and

2.2.4 each Annexure to this Service Agreement which is entered into pursuant to clause 6,

and in resolving inconsistencies, will have priority in that order unless expressly stated otherwise in the Head Agreement, this Service Agreement or an Annexure to this Service Agreement.

2.3 The parties acknowledge and agree that the background is true and correct and that the background forms part of this Service Agreement.

SAMPLE

3. OPERATION OF THE HEAD AGREEMENT

3.1 This Service Agreement is executed pursuant to the terms of, and is a "Service Agreement" for the purpose of, the Head Agreement.

3.2 The terms of the Head Agreement apply to this Service Agreement.

3.3 The Subsidised Activity which the Service Provider is delivering pursuant to this Service Agreement is an Employment Project.

4. TERM

4.1 This Service Agreement will start on the Service Agreement Commencement Date and end on the Service Agreement Expiry Date, unless terminated earlier in accordance with this Service Agreement.

5. NON-EXCLUSIVITY

5.1 The Service Provider acknowledges that this Service Agreement is entered into on a non-exclusive basis. The Minister may also enter into agreements with other service providers to fund Employment Projects or similar projects.

PART 2 – APPLICATION PROCESS, OBLIGATIONS AND WARRANTIES

6. APPLICATION PROCESS

6.1 The Minister may from time to time during the Term of this Service Agreement publish an invitation or otherwise invite the Service Provider to apply to deliver an Employment Project.

6.2 At the absolute discretion of the Minister, the Minister may accept the Service Provider's Application to deliver an Employment Project.

6.3 The terms and conditions for delivery of each Employment Project granted to the Service Provider will be set out in a separate Annexure for that Employment Project.

6.4 Upon acceptance by the Minister of the Service Provider's Application the Minister will provide the Service Provider with a new Annexure specific to that Employment Project and, if the Service Provider agrees to the terms set out in the Annexure, the Service Provider must sign and date the Annexure and return it to the Minister within ten (10) Business Days of the date of the Notice enclosing the Annexure or such longer period as agreed by the Minister.

6.5 Upon the signed Annexure being received by the Minister, the Minister will issue a written notice informing the Service Provider of the date that the Annexure will form part of, and become subject to, this Service Agreement and the Service Provider will be legally bound to provide the Employment Project specified in the Annexure in accordance with the Annexure and this Service Agreement.

6.6 The execution of this Service Agreement does not provide the Service Provider with any guarantee that more than one Employment Project will be provided to the Service Provider.

6.7 The Minister is not under any obligation to pay any minimum level of Subsidies to the Service Provider.

7. TERM OF EMPLOYMENT PROJECT

7.1 Each Employment Project will start on the Project Commencement Date specified in the Annexure for that Employment Project and will end on the Project Completion Date, unless terminated earlier in accordance with this Service Agreement.

SAMPLE

7.2 Before the Enrolment End Date, the Service Provider may apply in writing to the Minister to vary the Enrolment End Date.

7.3 Before the Completion of Training Date, the Service Provider may apply in writing to the Minister to vary the Completion of Training Date.

7.4 Before the Project Completion Date, the Service Provider may apply in writing to the Minister to vary the Project Completion Date.

7.5 Before the Project Acquittal Date, the Service Provider may apply in writing to the Minister to vary the Project Acquittal Date.

7.6 Before the Project Expiry Date, the Service Provider may apply in writing to the Minister to vary the Project Expiry Date.

7.7 The Service Provider acknowledges that the decision to grant or refuse a variation requested pursuant to clause 7.2, 7.3, 7.4, 7.5 or 7.6 is at the Minister's sole discretion.

8. SERVICE PROVIDER'S OBLIGATIONS

8.1 In consideration of the Minister paying the Subsidies, the Service Provider agrees to deliver or facilitate the delivery of the Purpose in accordance with the terms and conditions of the Head Agreement and this Service Agreement.

8.2 The Service Provider must deliver or arrange for delivery of each Employment Project in accordance with this Service Agreement and perform all other obligations in accordance with this Service Agreement, including (where applicable) ensuring compliance with the obligations in the Annexures.

8.3 The Service Provider must not allow a Prospective Participant to participate in an Employment Project if the circumstances in clause 12.2.1, 12.2.2, 12.2.3 apply or if the Prospective Participant does not meet the Eligibility Criteria for that Employment Project.

8.4 The Service Provider must ensure that the delivery of each Employment Project is completed by the Project Completion Date for the particular Employment Project.

8.5 The Service Provider must ensure that the delivery of each Employment Project is undertaken at the location (if any) specified in the Annexure for that Employment Project.

8.6 The Service Provider acknowledges and agrees that it will ensure that it has access to, and diligently monitors, information published by the Minister in the Online Toolkit and on the Website.

8.7 The Service Provider or its agents must not use Duress to cause any person to do anything including but not limited to enrolling in, undertaking or completing a Service.

8.8 The Service Provider or its agents must not offer an Inducement to any person.

8.9 The Service Provider must:

8.9.1 provide timely advice to the Minister of any significant changes to the nature or scope of the activities and operations of the Service Provider;

8.9.2 comply with legislation, any constitution, deed, or company rules that govern the Service Provider's operations and any conditions attaching to the Head Agreement and this Service Agreement;

8.9.3 ensure that all information provided to the Minister under the Head Agreement or this Service Agreement is complete and accurate;

8.9.4 notify the Minister within five (5) Business Days of:

(a) a change to the name of the legal entity or trading name of the Service Provider or the addition of a new trading name of the Service Provider; or

(b) changes to the Service Provider's Chief Executive and Service Agreement Representative;

SAMPLE

8.9.5 notify the Minister immediately:

(a) of a change in the location(s) of the Place of Business of the Service Provider or its registered address (being the address registered with either the Australian Securities and Investment Commission or Consumer and Business Services);

(b) of a change in the locations at which any Employment Project is delivered;

(c) if the Service Provider enters any form of Insolvency Administration;

(d) of changes to any material facts relating to the Service Provider's financial situation which have not been disclosed to the Minister and which could or might affect the willingness of the Minister to continue engaging with the Service Provider under this Service Agreement; or

(e) of operational changes that may adversely impact on the Service Provider's delivery of the Employment Project in accordance with its obligations under this Service Agreement including but not limited to changes in the financial position of the Service Provider.

8.10 Each Application made by the Service Provider for funding to deliver an Employment Project includes certain commitments by the Service Provider in relation to Employment Outcomes which the Service Provider will ensure are achieved for certain numbers of Participants with specific employers nominated by the Service Provider. The Service Provider must immediately notify the Minister in writing in the event that:

8.10.1 an employer identified in any of its Applications withdraws from the commitment made in the Application; or

8.10.2 the Service Provider cannot achieve any of the commitments made by the Service Provider in the Application.

8.11 The Service Provider must:

8.11.1 use the Subsidies and any other amounts paid by the Minister under this Service Agreement only for the Purpose;

8.11.2 maintain accounts for the Subsidies which identify the use of the Subsidies in accordance with generally accepted accounting principles;

8.11.3 comply with the reporting requirements under this Service Agreement;

8.11.4 ensure Participants consent to disclosure of Personal Information on the Commencement Form for the purpose of evaluation, reporting or promotion of the Purpose and such form is provided to the Minister within fifteen (15) days of the Service Provider agreeing to deliver the Services to the particular Participant;

8.11.5 give the Minister notice in writing immediately on becoming aware of the occurrence of any Service Agreement Event of Default or other event which, with the giving of notice, lapse of time or on the Minister making the relevant determination, would constitute a Service Agreement Event of Default;

8.11.6 complete an Acquittal Report for each Employment Project and provide it to the Minister no later than the Project Acquittal Date specified in the Annexure for that Employment Project; and

8.11.7 comply with all promises, representations and warranties made by the Service Provider.

8.12 The Service Provider must ensure that its staff, agents and contractors are aware of all of the obligations under this Service Agreement that are relevant to their role and duties.

8.13 The Service Provider must ensure its relevant staff:

8.13.1 keep informed of all Notices or other information published by the Minister in connection with this Service Agreement, whether on the Website, in the Online Toolkit or otherwise; and

SAMPLE

8.13.2 are available to attend any briefing, training and information sessions held by the Minister from time to time relating to this Service Agreement.

9. SERVICE PROVIDER WARRANTIES

9.1 In addition to the warranties provided under the Head Agreement, the Service Provider represents and warrants to the Minister that:

9.1.1 no Service Agreement Event of Default has occurred or is continuing; and

9.1.2 the information contained in each Application is true and accurate or in the case of predictions represent the Service Provider's good faith best estimates.

PART 3 – DELIVERY OF THE SERVICES

10. PROVISION OF INFORMATION

10.1 Prior to agreeing to deliver a Service to a Prospective Participant, the Service Provider must provide the Prospective Participant with sufficient information to allow the Prospective Participant to make an informed decision as to whether the Service and the Employment Opportunity are appropriate for the Prospective Participant.

10.2 The Service Provider must ensure that each Participant to whom the Service Provider delivers a Service signs a Commencement Form prior to undertaking a Service and the Service Provider must retain each completed and signed Commencement Form.

10.3 The Service Provider must provide a copy of each signed Commencement Form to the Minister within such times and in the manner specified in Item 4 of the Schedule.

10.4 The Service Provider must ensure that each Participant who completes or withdraws from a Service signs an Exit Form and the Service Provider must retain each completed and signed Exit Form.

10.5 The Service Provider must provide a copy of each signed Exit Form to the Minister within such times and in the manner specified in Item 4 of the Schedule.

11. ASSESSMENT OF ELIGIBILITY

11.1 The Service Provider may only agree to deliver the Services to a Prospective Participant (and deliver the Services to that Prospective Participant) if that Prospective Participant meets the Eligibility Criteria for the particular Employment Project.

11.2 The Service Provider is responsible for determining whether a Prospective Participant is eligible to be a Participant in an Employment Project. In assessing whether a Prospective Participant is eligible to be a Participant the Service Provider must undertake all reasonable investigation to authenticate that the Prospective Participant meets the Eligibility Criteria for the Employment Project.

11.3 The Service Provider must not deliver or allow its Nominated Provider to deliver a Service to a Participant unless and until:

11.3.1 the Participant has signed a Commencement Form; and

11.3.2 the Participant’s name, address, details about the Service to be undertaken by the Participant and such other information required by the Minister have been entered into the Skills and Employment Portal.

SAMPLE

12. ASSESSMENT FOR DELIVERY OF A SPECIFIC SERVICE TO PROSPECTIVE PARTICIPANTS

12.1 Before the Service Provider agrees to deliver a Service to a Prospective Participant the Service Provider must conduct an assessment of the Prospective Participant's needs, his or her willingness to complete the Service and his or her capacity to undertake employment in the vocation or job types identified in the Service Provider's Application.

12.2 The Service Provider must not agree to deliver any Service to a Prospective Participant if:

12.2.1 the Service Provider cannot meet the needs of the Prospective Participant identified in an assessment under clause 12.1;

12.2.2 the Prospective Participant does not have the willingness to complete the Service; or

12.2.3 the Prospective Participant does not have the capacity to undertake employment in the vocation or job types identified in the Service Provider's Application.

13. DELIVERY OF SERVICES BY NOMINATED PROVIDER

13.1 Other than as expressly provided for in this Service Agreement, the Service Provider must not subcontract the performance of any of its obligations under this Service Agreement without the prior written consent of the Minister.

13.2 All Services under this Service Agreement must be delivered by the Service Provider or a Nominated Provider.

13.3 Subject to clause 13.4, the Nominated Provider must be listed in the Annexure for the particular Employment Project as a Nominated Provider to deliver the particular class of Service.

13.4 In the event that the Service Provider would like to engage a Nominated Provider which is not listed in the Annexure for the particular Employment Project, the Service Provider must make a written application to the Minister. The Minister may accept or reject the application in its absolute discretion.

13.5 Before any Services are delivered by a Nominated Provider, the Service Provider must:

13.5.1 enter into a written agreement with the Nominated Provider for the delivery of Services in accordance with this Service Agreement; and

13.5.2 ensure that the written agreement imposes on the Nominated Provider all the obligations necessary to ensure that the Services are delivered in accordance with this Service Agreement and in the case of Accredited Training include an obligation that the Nominated Provider provide the Accredited Training in accordance with any agreement it has entered into with the Minister for the delivery of Accredited Training.

13.6 Notwithstanding clause 13.2, the Service Provider is responsible for the performance of all of its obligations under this Service Agreement, even if it subcontracts some or all of them to a Nominated Provider, and the Service Provider is responsible for ensuring the suitability of a Nominated Provider to deliver the Services and to meet the requirements of this Service Agreement.

13.7 If during the Term of this Service Agreement, the Minister forms the reasonable view that a Nominated Provider is inadequate, unfit, unsuitable, unqualified, incompetent or otherwise unable to deliver services in order to achieve the Purpose, the Minister may direct by notice in writing to the Service Provider that the Service Provider suspend using that Nominated Provider.

SAMPLE

13.8 On receipt of notification under clause 13.7, the Service Provider must contact the Minister in writing within fourteen (14) days and within a timeframe specified in writing by the Minister take such steps as are necessary to rectify any concerns raised by the Minister. In the event that these concerns are not resolved to the reasonable satisfaction of the Minister, at the Minister's direction the Service Provider must promptly cease to use the Nominated Provider to deliver the Services and arrange for the engagement of a substitute Nominated Provider acceptable to the Minister.

13.9 If the Minister directs the Service Provider to cease the use of a Nominated Provider pursuant to clause 13.8, the Service Provider remains liable under this Service Agreement for the past acts or omissions of the Nominated Provider.

13.10 Nothing in this clause 13 will operate so as to relieve the Service Provider from fulfilling its obligations under this Service Agreement.

14. SERVICE PROVIDER QUALITY AND PERFORMANCE

14.1 The Service Provider grants consent and otherwise authorises the Minister to disclose information about the performance of the Service Provider under the Head Agreement and this Service Agreement and share it with relevant governmental and regulatory bodies.

14.2 The Service Provider must ensure that its staff, agents and contractors are aware of all of the obligations under the Head Agreement, this Service Agreement and any other Service Agreements executed pursuant to the Head Agreement that are relevant to their role and duties.

14.3 The Service Provider must ensure that its staffing levels are always sufficient to deliver the Services which it, rather than a Nominated Provider, will deliver under this Service Agreement.

14.4 The Service Provider must deliver, or ensure that the Nominated Provider delivers, the Services in accordance with any national registration standards, where applicable, and in compliance with all its obligations under the Head Agreement and this Service Agreement.

PART 4 – SUBSIDIES

15. PAYMENT OF SUBSIDIES

15.1 Subject to the satisfactory delivery of the Services by the Service Provider or its Nominated Provider, the Minister agrees to pay the Subsidies at the times and in the manner specified in each Annexure.

15.2 Without limiting any of its rights under this Service Agreement, the Minister may withhold or suspend any payment of a Subsidy in whole or in part if, in the Minister's reasonable opinion, the Service Provider:

15.2.1 has not delivered, or has failed to ensure the delivery of, the Services in accordance with the obligations in the Annexures;

15.2.2 has not satisfied the Milestones set out in the Annexures;

15.2.3 delivers Services in breach of the obligations in clauses 10, 11 or 0;

15.2.4 breaches clause 20 or clause 21.2;

15.2.5 delivers a Service to a person who is not eligible to be a Participant;

15.2.6 does not complete delivery of the Services for an Employment Project by the Project Completion Date for that Employment Project;

15.2.7 does not deliver or organise delivery of the Services in accordance with its obligations specified in the Head Agreement, in this Service Agreement or in any other Service Agreement executed pursuant to the Head Agreement; or

SAMPLE

15.2.8 is in breach of any its obligations pursuant to the Head Agreement, this Service Agreement or any other Service Agreement executed pursuant to the Head Agreement.

15.3 The Minister's right under clause 15.2 allows the Minister to withhold or suspend the payment of Subsidies arising under all and any Service Agreements executed under the Head Agreement, even where the breach or failure by the Service Provider only relates to one or more specific Service Agreements.

15.4 If an overpayment is made by the Minister to the Service Provider for any reason (including, but not limited to, where the Minister has required the Service Provider to make a repayment under clause 18) then the overpaid amount will be, at the Minister's sole discretion:

15.4.1 repaid by the Service Provider to the Minister within twenty (20) Business Days of a written Notice from the Minister notifying the Service Provider of the overpayment; or

15.4.2 set off by the Minister against payments due to the Service Provider under this Service Agreement or against any other debt owed by the Minister to the Service Provider; or

15.4.3 dealt with by the Service Provider as directed in writing by the Minister.

15.5 The parties agree that any amount owed to the Minister is recoverable by the Minister as a debt without further proof of the debt being necessary.

16. GOODS AND SERVICES TAX

16.1 If any Supply made under this Service Agreement is a Taxable Supply, then, unless the consideration for that Taxable Supply is expressed to include GST, in addition to the consideration payable for the Taxable Supply, the Recipient of the Taxable Supply must pay to the party making the Taxable Supply (**Supplier**) an additional amount equal to the GST payable on the Taxable Supply.

16.2 Subject to clause 16.3, where a Taxable Supply is made under this Service Agreement then the Recipient must pay the GST payable on the Taxable Supply (which is calculated in accordance with the GST Law) following receipt of a Tax Invoice by the Supplier.

16.3 The Minister can elect to issue Recipient Created Tax Invoices in respect of a Taxable Supply made by the Service Provider under this Service Agreement on the following conditions:

16.3.1 the Service Provider will not issue tax invoices in respect of the Taxable Supply;

16.3.2 the Service Provider will notify the Minister within seven (7) days if the Service Provider ceases to be registered under the GST Law; and

16.3.3 the Minister will notify the Service Provider if the Minister ceases to be registered under the GST Law.

16.4 If, under or in connection with this Service Agreement, the Supplier has an adjustment for a Supply under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) which varies the amount of GST payable by the Supplier, the Supplier will adjust the amount payable by the Recipient to take account of the varied GST amount. The Supplier must issue an adjustment note to the Recipient within 28 days of becoming aware of the adjustment.

16.5 If a party is entitled to be reimbursed or indemnified under this Service Agreement, the amount to be reimbursed or indemnified is reduced by the amount of GST for which there is an entitlement to claim an input tax credit associated with the reimbursement or indemnity. The reduction is to be made before any increase under clause 16.1.

SAMPLE

16.6 The parties acknowledge and represent to each other that they are, and will continue to be, for the Term of this Service Agreement, registered under the *A New Tax System (Australian Business Number) Act 1999* (Cth) and the GST Law.

16.7 The Australian Business Number for the Service Provider is specified in Item 1 of the Schedule.

16.8 The Australian Business Number for the Department of State Development is 83 524 915 929.

16.9 Terms used in this clause that are not otherwise defined in this Service Agreement have the meanings given to them in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

17. FUNDING FROM OTHER GOVERNMENT SOURCES

17.1 Subject to clause 17.2, the Service Provider will not be eligible under this Service Agreement for Subsidies in respect of any Services identified in an Annexure where the Service Provider receives funding for those Services from another Government entity (including but not limited to local, State and Federal Government entities) and where that funding is provided to fund a similar activity or expense to that which the Subsidy was intended to fund.

17.2 Clause 17.1 does not operate to restrict the payment of a Subsidy where the Subsidy is funding part of an activity or expense and funding provided by another Government entity is being provided to fund a distinctly separate part of the same activity or expense.

17.3 Where the Service Provider becomes aware that it has received or will receive additional funding in respect of the Services in the manner contemplated by clause 17.1, the Service Provider must immediately notify the Minister.

17.4 Where the Minister becomes aware of any additional funding in respect of the Services in the manner contemplated under clause 17.1, further Subsidies otherwise payable by the Minister in respect of such Services under this Service Agreement will cease and any payments made by the Minister in accordance with this Service Agreement must be repaid to the Minister and any such amounts payable will comprise a debt due and owing to the Minister.

17.5 In the event of payment of additional funding as provided for in clause 17.1 and in addition to the rights of recovery described in clause 17.4, the Minister may, in its sole discretion, treat the actions of the Service Provider in obtaining the Subsidies from the Minister and another source as a Service Agreement Event of Default for the purposes of clause 23.1.

18. REPAYMENT EVENT

18.1 In addition to all other rights arising under the Head Agreement or this Service Agreement, where the Minister is satisfied that the Service Provider has breached the terms of the Head Agreement or this Service Agreement it may, in addition to taking any other action pursuant to the Head Agreement or this Service Agreement:

18.1.1 withhold all future funding from the Service Provider whether the funding is payable under this Service Agreement or any other Service Agreement;

18.1.2 require the Service Provider to repay either the whole or a portion of the Subsidies paid under this Service Agreement (whether expended or not); and

18.1.3 pursue any legal rights or remedies which may be available to the Minister.

18.2 The Minister may at its sole discretion require the Service Provider to repay a Subsidy if the Minister pays a Subsidy to the Service Provider:

18.2.1 for a Participant where the Service Provider has not complied with clause 21.2 for that Participant;

SAMPLE

18.2.2 for a Participant where the circumstances in clause 12.2.1, 12.2.2 or 12.2.3 apply;

18.2.3 where it becomes apparent to the Minister that the Minister was not obliged to pay the Subsidy pursuant to clause 15; or

18.2.4 where the Service Provider has failed to comply with any of the requirements in clause 14.

18.3 Without limiting the Minister's rights under clause 18.2, where the Service Provider fails to deliver the Services to a Participant in accordance with the Head Agreement or this Service Agreement, this will be deemed to be a breach which triggers a right to repayment under clause 18.1.

18.4 The Minister may review any decision made pursuant to clause 18.1 if the Service Provider is able to satisfy the Minister that the Service Provider has complied with the conditions of the Head Agreement and this Service Agreement.

18.5 Where the Minister requires the Service Provider to repay the whole or a portion of the Subsidies paid under this Service Agreement, the Minister may by Notice in writing require the Service Provider to repay the amount within such time as specified in the Notice and the Service Provider must comply with a Notice issued under this clause within twenty (20) Business Days of the date of the Notice or such longer period as agreed with the Minister.

19. UNEXPENDED SUBSIDIES

19.1 For each Employment Project, the Service Provider must provide to the Minister by the Project Acquittal Date an Acquittal Report on the use of the Subsidies and this Acquittal Report must include details of any Unexpended Subsidies.

19.2 The Service Provider must provide all information and records necessary to the person that is preparing the Acquittal Report.

19.3 The Service Provider must ensure that the Acquittal Report is:

19.3.1 prepared in accordance with the form and requirements determined and published by the Minister from time to time; and

19.3.2 signed by a duly authorised officer of the Service Provider.

19.4 The Service Provider must repay any Unexpended Subsidies to the Minister unless the Minister gives written approval for the Service Provider to retain the Unexpended Subsidies and if the Minister approves the Service Provider retaining Unexpended Subsidies the Minister may specify conditions on the Service Provider's use of such Unexpended Subsidies.

PART 5 – REPORTS, RECORDS AND AUDIT

20. REPORTS AND FINANCIAL INFORMATION

20.1 The Service Provider must deliver to the Minister all reports required under this Service Agreement, including but not limited to reports as to the application of the Subsidies by the Service Provider with appropriate evidence in support, and such other reports requested by the Minister. Such reports must be provided in accordance with:

20.1.1 the form, timing and manner notified by the Minister from time to time; and

20.1.2 any timeframes specified in this Service Agreement or as otherwise notified by the Minister.

20.2 Without limiting the scope of clause 20.1, the Service Provider must comply with any reporting requirements contained in Item 4 of the Schedule and in the Annexures and must:

SAMPLE

20.2.1 provide regular progress reports on the Purpose including any change to the authorised scope of the Purpose;

20.2.2 provide any other reports reasonably requested by the Minister (with appropriate evidence in support) about the application of the Subsidies during the Term of this Service Agreement;

20.2.3 on request of the Minister, provide to the Minister such other information, records and reports as the Minister may reasonably require from time to time to enable the Minister to make an informed assessment of the ongoing financial position of the Service Provider, monitor the Service Provider's compliance with the terms of this Service Agreement and assess the overall effectiveness of the Subsidies during the Term of this Service Agreement;

20.2.4 on request of the Minister (or an employee of a public authority nominated by the Minister) provide management accounts, annual reports, financial statements and any other information or documents relevant to the Service Provider's operations to the Department of State Development (or any successor);

20.2.5 prepare financial statements at the end of each financial year during the Term of this Service Agreement, or if the Term of this Service Agreement is for less than one year at the end of the Term of this Service Agreement. The financial statements must be prepared in accordance with Australian Accounting Standards, signed by an appropriate senior officer of the Service Provider and submitted to the Minister;

20.2.6 where the Subsidies are in excess of $1 million over the Term of this Service Agreement or where the total of all grants provided through the Department of State Development (or any successor) to the Service Provider are in excess of $1 million in a financial year, prepare financial statements in the nature of a General Purpose Financial Statement; and

20.2.7 at all times maintain and make available to the Minister, all accounting records relating to the Subsidies, which records will comply with generally accepted accounting principles and with any conditions that attach to the Subsidies. The Service Provider agrees that the Minister may direct that the financial accounts be audited and the Minister may also specify the minimum qualifications to be held by a person appointed to conduct such an audit.

20.3 The Service Provider must ensure that the Nominated Providers collect all information necessary to allow the Service Provider to meet its reporting obligations imposed under this Service Agreement.

21. RECORDS

21.1 The Service Provider must maintain full complete and accurate records about the Services delivered under this Service Agreement in accordance with Directions published by the Minister from time to time.

21.2 The Service Provider must obtain and retain evidence of:

21.2.1 the existence and eligibility of every Participant participating in an Employment Project with the Service Provider; and

21.2.2 the assessment made pursuant to clause 12,

in accordance with the obligations in this Service Agreement and with Directions published by the Minister from time to time.

21.3 The Service Provider must provide the evidence retained pursuant to clause 21.2 to the Minister upon request.

21.4 The Service Provider must maintain a register of agreements with Nominated Providers and keep an executed copy of every agreement entered into with a Nominated Provider for the purposes of this Service Agreement.

SAMPLE

21.5 The Service Provider must retain evidence in support of each payment of a Subsidy that it claims from the Minister.

21.6 The Service Provider must keep:

21.6.1 accounts and financial records for Subsidies received under this Service Agreement separate from the accounts and financial records for Subsidies received under other Service Agreements; and

21.6.2 all records and other documentation (including, but not limited to, the Commencement Form and Exit Form for each Participant) required to be kept by the Service Provider under the Head Agreement, under this Service Agreement and under any other legislation or statutory instrument,

for:

21.6.3 a period of at least five (5) years after the later of the Expiry Date of the Head Agreement or the Service Agreement Expiry Date; or

21.6.4 such longer period required by law.

21.7 The Service Provider must, following five (5) Business Days prior written notice from the Minister, make available to the Minister all records and other documentation relating to this Service Agreement. At the Minister's sole discretion such records or information must be:

21.7.1 made available for inspection at Adelaide at all times during normal business hours; or

21.7.2 sent to the Minister in paper or electronic form provided that the records and information are organised and readily accessible and legible by the Minister.

21.8 The Minister may make copies of some or all of the documents and other records created, prepared or maintained by the Service Provider relating to this Service Agreement and to the provision of the Services.

22. AUDIT BY MINISTER

22.1 Upon receipt of at least five (5) Business Days' written Notice, the Service Provider:

22.1.1 must allow the Minister or its officers (including any contractor or agent engaged for this purpose) to enter the Service Provider's premises to inspect the operations of the Service Provider including equipment, premises, accounting records, documents and information and to interview employees and Participants of the Service Provider on matters pertaining to its operation; and

22.1.2 must provide the Minister or its officers (including any contractor or agent engaged for this purpose) with access to records relating to this Service Agreement and the Services including but not limited to any records required to be kept under clause 21.

22.2 The Service Provider:

22.2.1 accepts that the Minister may direct that the Service Provider's financial accounts be audited and that the Minister may also specify the minimum qualifications to be held by a person appointed to conduct such an audit; and

22.2.2 must cooperate with the Minister's staff or its authorised agents in the conduct of audits as required to confirm the Service Provider is complying with all of the terms and conditions of this Service Agreement.

22.3 The rights of the Minister pursuant to this clause will continue for a period of five (5) years after the expiry or earlier termination of the Term of this Service Agreement.

SAMPLE

PART 6 – TERMINATION

23. DEFAULT AND TERMINATION

23.1 For the purposes of this clause and clause 13 of the Head Agreement, Service Agreement Event of Default means where the Service Provider:

23.1.1 enters any form of Insolvency Administration;

23.1.2 fails to comply with clauses 13 or 17;

23.1.3 claims a Subsidy in breach of a clause of this Service Agreement (including but not limited to a breach of a clause of an Annexure to this Service Agreement);

23.1.4 delivers a Service to a person who is not eligible to be a Participant;

23.1.5 applies the Subsidies other than for the Purpose;

23.1.6 fails to implement the Purpose;

23.1.7 is in breach of any other provision of this Service Agreement and, where the breach is capable of being rectified, fails to rectify such breach within twenty-eight (28) days of being notified in writing by the Minister about such breach; or

23.1.8 is in breach of any other provision of this Service Agreement and such breach is incapable of being rectified.

23.2 On the occurrence of any one or more Service Agreement Events of Default, the Minister may give written notice to the Service Provider specifying the Service Agreement Event of Default, and specifying the date of:

23.2.1 suspension of some or all of the provisions of this Service Agreement, (**Suspension Date**) or,

23.2.2 suspension of one or more Employment Projects (**Employment Project Suspension Date**);

23.2.3 termination of one or more Employment Projects (**Employment Project Termination Date**);

23.2.4 termination of the provisions of this Service Agreement (**Termination Date**).

23.3 On receipt of a notice under clause 23.2.1, the Service Provider must, from the Suspension Date:

23.3.1 cease those Services specified in the notice;

23.3.2 take such action specified by the Minister to remedy the Service Agreement Event of Default to the satisfaction of the Minister; and

23.3.3 continue to deliver the Services which are not subject to suspension.

23.4 On receipt of a notice under clause 23.2.2, the Service Provider must, from the Employment Project Suspension Date:

23.4.1 cease delivery of all of the Services for the Employment Project(s) specified in the notice;

23.4.2 take such action specified by the Minister to remedy the Service Agreement Event of Default to the satisfaction of the Minister; and

23.4.3 continue to deliver the Employment Projects which are not subject to suspension.

23.5 If, after receipt of a notice under clauses 23.2.1 or 23.2.2, the Service Provider takes such action to remedy the Service Agreement Event of Default to the satisfaction of the Minister, the Minister may revoke the suspension.

SAMPLE

23.6 On receipt of a notice under clause 23.2.3, the Service Provider must, from the Employment Project Termination Date:

23.6.1 cease delivery of all of the Services for the Employment Project(s) specified in the notice;

23.6.2 continue to deliver the Employment Projects which are not subject to termination; and

23.6.3 take all available steps to minimise any loss resulting from the termination of the Employment Project.

23.7 If a notice given pursuant to clauses 23.2.1, 23.2.2 or 23.2.3 has a consequence of reducing the scope of the Service Provider's obligations under this Service Agreement, the Minister's liability to pay any part of the Subsidies will be reduced in proportion to the reduction of the scope of the obligations imposed on the Service Provider.

23.8 On receipt of a notice under clause 23.2.4, the Service Provider must, from the Termination Date:

23.8.1 cease delivery of all of the Services; and

23.8.2 take all available steps to minimise any loss resulting from the termination of this Service Agreement.

23.9 The Minister's obligations under this Service Agreement will cease on the Termination Date and the Minister may require the Service Provider to repay either the whole or a portion of the Subsidies (whether expended or not).

23.10 Within one hundred and twenty (120) days of the Termination Date, the Service Provider must:

23.10.1 provide to the Minister any reports or other documents required under this Service Agreement or the Head Agreement;

23.10.2 repay the Minister for the Subsidies or any portion of the Subsidies which have been received but have not been expended for the Purpose by the Service Provider in accordance with this Service Agreement; and

23.10.3 provide to the Minister any amount required to be repaid to the Minister pursuant to clause 23.9 or any other provision of this Service Agreement.

23.11 Suspension or termination of this Service Agreement (or part of it) pursuant to this clause 23 is without prejudice to the rights, liabilities and obligations of either party accruing prior to the date of termination.

PART 7 – INSURANCE, INDEMNITY & OTHER MATTERS

24. INSURANCE

24.1 The Service Provider must take out and maintain a professional indemnity insurance policy and public liability insurance policy on the terms and conditions described in Item 6 of the Schedule and, if requested by the Minister, will provide copies of certificates of currency.

24.2 The Minister in specifying levels of insurance in this Service Agreement accepts no liability for the completeness of their listing, the adequacy of the sum insured, limit of liability, scope of coverage, conditions or exclusions of those insurances in respect of how they may or may not respond to any loss, damage or liability.

SAMPLE

25. INDEMNITY

25.1 The Service Provider will indemnify and keep the Minister indemnified from and against any cost, loss, expense, claim or liability of any kind howsoever suffered or incurred by the Minister in respect of any loss of life, personal injury or disability, loss or damage to property or any other loss whatsoever, arising out of:

25.1.1 any negligence or wrongful act or omission by the Service Provider, its employees, agents, or contractors in connection with or incidental to the Head Agreement or this Service Agreement; or

25.1.2 any breach of the Head Agreement or this Service Agreement by the Service Provider.

26. CONFIDENTIAL INFORMATION

26.1 Subject to the Head Agreement and this Service Agreement, the party (**receiving party**) to whom Confidential Information is disclosed by another party (**disclosing party**) must not disclose Confidential Information to any person without first obtaining the disclosing party's written consent.

26.2 There will be no breach of the obligations of the receiving party under this Service Agreement if the Confidential Information is legally required to be disclosed or the circumstances of its disclosure are permitted by this Service Agreement.

26.3 The receiving party may disclose Confidential Information to its officers, employees, advisers, consultants and agents (**Authorised Persons**) if:

26.3.1 the Authorised Person needs to know the Confidential Information for the performance of his or her duties under this Agreement;

26.3.2 the receiving party first notifies the proposed disclosure to the disclosing party; and

26.3.3 the receiving party first makes the Authorised Person aware of the confidential nature of the Confidential Information and requires the employee to treat it confidentially.

26.4 Despite anything else in this Service Agreement, it is a condition to any permitted disclosure that the receiving party must notify the disclosing party promptly if the receiving party becomes aware of any unauthorised disclosure by a third party. The receiving party must give the disclosing party all assistance reasonably required by that party in connection with any proceedings which it may institute against any persons for the disclosure.

26.5 The receiving party indemnifies the disclosing party against any loss or damage which the disclosing party may suffer or for which the disclosing party may become liable as a result of:

26.5.1 any disclosure or use of Confidential Information in breach of this Agreement by the receiving party; or

26.5.2 any unauthorised disclosure or use by an Authorised Person of Confidential Information.

26.6 The Service Provider acknowledges that the Minister may disclose Confidential Information:

26.6.1 to Parliament, the Governor, Cabinet or a Parliamentary or Cabinet committee or subcommittee;

26.6.2 where required by law to do so;

SAMPLE

26.6.3 to any agency, authority, instrumentality, Minister or Officer of the State of South Australia to whom it is customary for the Minister to disclose information such as the Confidential Information (whether or not the Minister is legally obliged to do so); or

26.6.4 for the purposes of prosecuting or defending any legal proceedings.

27. PERSONAL INFORMATION

27.1 The Service Provider will comply with the South Australian Government's Information Privacy Principles as if it were an agency to which the Information Privacy Principles apply.

27.2 The Minister may at any time, at its own cost, appoint a person to conduct an audit to ensure that the Service Provider is complying with its specific obligations under this clause.

27.3 To comply with this clause, the Service Provider must:

27.3.1 ensure that before it collects Personal Information (or as soon as practicable after it has collected the information) the person to whom it relates is made aware of the following:

(a) the purpose for which the information is being collected (including for the purpose of fulfilling its obligations under the Head Agreement and this Service Agreement) and including the disclosure of that information to the Minister;

(b) if the collection is authorised or required by or under law, that the collection is so authorised; and

(c) the way in which the information will be used (including any disclosure) and stored;

27.3.2 obtain written consent from each person to whom the Personal Information relates;

27.3.3 only collect, use and disclose Personal Information for the purpose of fulfilling its obligations under the Head Agreement and this Service Agreement unless otherwise permitted under the Information Privacy Principles;

27.3.4 take all reasonable measures to ensure that all Personal Information collected pursuant to the Head Agreement and this Service Agreement in its possession or under its control is kept in a secure area (within the Service Provider's premises or other location approved by the Minister), is securely stored and sufficient security measures are employed by the Service Provider to protect it against unauthorised access, destruction, disclosure or other misuse;

27.3.5 immediately refer to the Minister any complaints received by the Service Provider about the Service Provider's treatment of Personal Information under the Head Agreement and this Service Agreement; and

27.3.6 notify the Minister, as soon as practicable of any unauthorised disclosure to third parties or of any breach of the Head Agreement or a Service Agreement in respect of Personal Information.

28. VARIATION OF THE SCHEDULE OR ANNEXURES

28.1 Where a party seeks to vary the Schedule or Annexures, the variation may be agreed by the parties.

28.2 The variation will apply from the date of notice by the Minister's representative.

SAMPLE

29. DISPUTE RESOLUTION

29.1 Except in a case of genuine urgency where a party seeks immediate interlocutory relief or other interim remedy, neither party may take legal proceedings in respect of any dispute in relation to this Service Agreement without attempting resolution in accordance with this clause.

29.2 Where a party is of the view that a dispute exists in connection with this Service Agreement it may serve a written notice on the other party detailing the nature of the alleged dispute.

29.3 Where a notice has been served in accordance with this clause, the Service Agreement Representative of each party or such other representative nominated by the Service Agreement Representative must meet (including by way of telephone conference) at the earliest mutually convenient time and use reasonable endeavours to attempt to reach a satisfactory resolution to the dispute.

29.4 Where the parties reach a satisfactory resolution, the resolution will be recorded in writing and signed by the parties.

29.5 If the Service Agreement Representatives of each party (or such other representative nominated by the Service Agreement Representative) are unable to reach agreement on a resolution to the dispute in accordance with this clause, the parties may take such other action available to them under this Service Agreement or at law.

29.6 Notwithstanding the existence of a dispute each party must continue to perform its obligations under all Service Agreements.

30. SURVIVAL

Clauses 8.11.6 (Service Provider's Obligations), 15 (Payment of Subsidies), 18 (Repayment Event), 19 (Unexpended Subsidies), 20 (Reports and Financial Information), 21 (Records), 22 (Audit by Minister), 23.10 (Termination), 23.11 (Termination), 24 (Insurance), 0 (Indemnity), 26 (Confidential Information), 27 (Personal Information), 29 (Dispute Resolution) of this Service Agreement and any other clauses that by necessary implication should survive, survive any expiry or termination of the Head Agreement or this Service Agreement.

EXECUTED AS AN AGREEMENT

SAMPLE

SCHEDULE

ITEM 1 SERVICE PROVIDER

ITEM 2 KEY DATES

2.1 **Service Agreement Commencement Date**
The date this Service Agreement is executed by the last party.

2.2 **Service Agreement Expiry Date**
The latter of:
(a) 1 August 2019; or
(b) the Project Expiry Date which is the latest in time.

ITEM 3 PURPOSE

ITEM 4 REPORTING

ITEM 5 SERVICE AGREEMENT REPRESENTATIVES AND NOTICES

Minister
Director, Regulation and Contract Management
Department for Industry and Skills
11 Waymouth Street
ADELAIDE SA 5000

Service Provider

ITEM 6 INSURANCE

Public Liability: Twenty Million Dollars ($20,000,000) for any one event or such other amount as the Minister reasonably determines from time to time. The insurance policy must note the interest of the Minister under the Head Agreement and Service Agreements. The Insurance policy must cover the Service Provider in respect of any claim arising from, or related to, the Head Agreement or this Service Agreement.

Professional Indemnity: Two Million Dollars ($2,000,000) for any one event or such other amount as the Minister reasonably determines from time to time. The insurance policy must be maintained during the Term of this Service Agreement and on similar terms for a period of three (3) years after the expiration or earlier termination of this Service Agreement.

ANNEXURE

The Annexure will be project-specific and will consist of one or more of the following parts:

PART A	GENERAL
PART B	ACCREDITED TRAINING
PART C	NON-ACCREDITED TRAINING
PART D	INDIVIDUAL CASE MANAGEMENT
PART E	STRUCTURED MENTORING
PART F	CAREER SERVICES
PART G	PROJECT MANAGEMENT
PART H	OTHER SERVICES
PART I	EXECUTION