



Government
of South Australia

Hon David Pisoni MP
Member for Unley

19IS/00174
FOI 7287742

Hon Claire Scriven MLC
Deputy Leader of the Opposition in the Legislative Council
Parliament House
ADELAIDE SA 5000
E-mail: scriven.office@parliament.sa.gov.au

Dear Ms Scriven

APPLICATION UNDER THE *FREEDOM OF INFORMATION ACT 1991*

I refer to your application to the office of the Minister for Industry and Skills made under the Freedom of Information Act 1991 (FOI Act) and received on 20th February 2019. Your application sought access to:

"Any correspondence between Minister Pisoni and or his Office and the Department of Industry and Skills and TAFE in relation to Castalloy. - Any information relating to career transition services. - Any documents relating to State Government financial assistance for workers at Castalloy. - Any documents relating to the Federal Government's Stronger Transition Program."

A comprehensive search for documents held by the office of the Minister for Industry and Skills was conducted and three documents were identified as within scope of your request.

I have considered the documents and determined to release them in part pursuant to the following:

- Schedule 1 Part 2 (6) of the FOI Act with person affairs redacted,
- Schedule 1 Part 2 (7) of the FOI Act with business affairs redacted.

No fees and charges are payable for this application.

If you are not satisfied with this determination you have a legal right of review and appeal. Details on your review rights can be found by visiting www.archives.sa.gov.au/content/foi-forms.

Yours sincerely

Ms Franca Bergamaschi
Accredited FOI OFFICER
Office of the Minister for Industry and Skills

1 / 4 / 2019

Minister for Industry and Skills

Level 10, 1 King William Street Adelaide SA 5000 | GPO Box 11071 Adelaide SA 5001
Tel +61 8 8303 2304 | Email officeofministerpisoni@sa.gov.au | ABN 83 524 915 929



Tan, Jenny (DIS)

From: Tan, Kuang (DIS)
Sent: Friday, 15 February 2019 8:00 AM
To: Richardson, Madeline (DIS)
Cc: Muller, Gayle (DIS); Tan, Jenny (DIS)
Subject: FW: Collaboration Agreement - NCA 27-11-2018.docx [DLM=For-Official-Use-Only]
Attachments: Collaboration Agreement - NCA 27-11-2018.docx

Security Classification:

For Official Use Only

For Official Use Only

Hi Mads

Further to your discussion with Jenny, find attached the Deed of Collaboration with the Commonwealth, to provide support to New Castalloy workers.

Pages 11 and 12 outline the particulars. In summary, the State will provide \$35k (digital literacy training) to have the Commonwealth and company contribute \$200k.

The Commonwealth was only willing to contribute if the State showed some commitment.

Regards
 Kuang

From: Tan, Kuang (DIS)
Sent: Tuesday, 27 November 2018 6:04 PM
To: Zielinski, Chris (DIS) ; Potts, Michelle (DIS) >
Cc: May, John (DIS)
Subject: FW: Collaboration Agreement - NCA 27-11-2018.docx [DLM=For-Official-Use-Only]

For Official Use Only

Hi Chris and Michelle

FYI, attached is a copy of the agreement between the Commonwealth Government, Minister for Industry and Skills contract for an assistance package for New Castalloy workers, which I signed earlier today. I was the first signatory, so it is yet to be executed.

If you have questions please speak with John May or me.

Regards
 Kuang

From: May, John (DIS) ≥
Sent: Tuesday, 27 November 2018 2:35 PM
To: Tan, Kuang (DIS)
Subject: Collaboration Agreement - NCA 27-11-2018.docx

Hi Kuang,

The attached has been updated with CSOs edits. Are you able to sign the document and send it back to me today? It needs to go back to New Castalloy for re-signing Asap.

Thanks

John



Australian Government

Deed of Collaboration

between

The Commonwealth of Australia

and

New Castalloy Pty Ltd

28 120 910 125

And

Minister for Industry and Skills

83 524 915 929

Deed

Parties

The **COMMONWEALTH OF AUSTRALIA** acting through and represented by the Department of Jobs and Small Business (ABN 54 201 218 474) ('**Department**')

AND

New Castalloy Pty Ltd (ABN 28 120 910 125)
('Participating Employer')

AND

MINISTER FOR INDUSTRY AND SKILLS a body corporate by virtue of the *Administrative Arrangements Act 1994* of Level 10 1 King William Street Adelaide South Australia 5000 through the Department of Industry and Skills (ABN 83 524 915 929) ('SA Government')

Background

- A. Stronger Transitions is an Australian Government program which aims to assist workers who have been, or will be, retrenched to find new jobs and take advantage of labour market opportunities across Australia, by providing them with targeted training and employment support leading up to and after the date of their retrenchment.
- B. Under the Stronger Transitions program, employers can elect to partner with the Department to collectively deliver targeted transition services to their workers.
- C. The Participating Employer intends to retrench the Participants and has opted to participate in the Stronger Transitions program to assist the Participants to transition to new employment.
- D. The Parties have collectively developed a package of transition services and supports (**Support Package**) which is designed to assist the Participants to transition to new employment.
- E. The Parties have agreed to enter into this Deed to formalise the terms on which they collaborate to deliver the Support Package to the Participants.

Collaboration Terms

1. Term of this Deed

- 1.1 This Deed will commence on the Commencement Date and, unless terminated earlier, will remain in force until the Completion Date.
- 1.2 The Completion Date is 30 April 2019.

2. Delivering the Support Package

- 2.1 The Parties agree to deliver the Support Package:
 - 2.1.1 in accordance with this Deed which includes the Schedules;
 - 2.1.2 so as to do all things necessary or desirable to achieve the Collaboration Objectives;
 - 2.1.3 so as to achieve the Collaboration Objectives by their required dates, unless as agreed otherwise by the Parties; and
 - 2.1.4 in compliance with all applicable laws.

3. Contributions

- 3.1 Each Party agrees to provide the Contribution(s) to the Support Package as specified in item 0 of the Support Package Details.
- 3.2 The Participating Employer warrants that it is solvent at the time of its execution of this Deed and that it is willing and able to provide the Contribution(s).

4. Collaboration principles

- 4.1 Without limiting clause 2.1, each Party agrees:
 - 4.1.1 to diligently conduct its responsibilities in relation to the administration of the Support Package and observe and perform its respective obligations and commitments set out in this Deed;
 - 4.1.2 to carry out its responsibilities in relation to the administration of the Support Package to a high standard, and in doing so, actively promote the Collaboration Objectives;
 - 4.1.3 to provide its Contributions to the Support Package in accordance with the terms of this Deed;
 - 4.1.4 not unreasonably delay any action, approval, direction, determination or decision which is required of it in relation to the administration of the Support Package; and

- 4.1.5 use reasonable efforts to ensure that its directors, officers, employees, agents, contractors, students and other representatives involved in any way with the Support Package give full force and effect to the provisions of this Deed including the other provisions of this clause 4.

5. Procurement of Transition Services from the Transition Services Panel

- 5.1 This clause applies if the Support Package includes Transition Services to be procured from the Transition Services Panel.
- 5.2 If the Parties have specified in item 2 of the Support Package Details that the Participating Employer will procure the Transition Services directly from a TSP Member, the Participating Employer acknowledges and agrees:
 - 5.2.1 that, in accordance with clause 4 of the TSP Deed, both the Participating Employer and the Department will execute the TSP Work Order in order for a TSP Contract to be formed;
 - 5.2.2 that the Department will be a party to any TSP Contract formed by the execution of a Work Order by the Participating Employer and the Department;
 - 5.2.3 to perform its obligations under the TSP Contract; and
 - 5.2.4 it is a term of any such TSP Contract that the Department may, at its absolute discretion, exercise any rights or assume any obligations of the Participating Employer under the TSP Contract.

6. Insurance

- 6.1 Each Party agrees to maintain the insurances specified in item 5 of the Support Package Details.
- 6.2 The Parties acknowledge that the Department (as a part of the Commonwealth of Australia) self-insures through the Comcover fund and is subject to a statutory workers' compensation scheme.
- 6.3 Within 10 Business Days of a request, the Participating Employer must provide the Department with a certificate of currency of its relevant insurance policies as may be requested by the Department from time to time.

7. Acknowledgement and promotion

- 7.1 The Parties will:
 - 7.1.1 publicise, advertise or promote the Support Package, and respond to any enquiries relating to the Support Package or this Deed, in accordance with item 6.1(a) of the Support Package Details; and
 - 7.1.2 use their best endeavours to consult closely about any additional media releases, announcements, publicity or similar activities associated with this Deed which are not specified or contemplated in item 6.1(a) of the Support Package Details.

7.2 Each Non-Commonwealth Party must not use the Commonwealth Coat of Arms for the purposes of this Deed or otherwise, except as authorised in accordance with the Use of the Commonwealth Coat of Arms General Guidelines.

7.3 This clause does not apply to communications to the Australian Government or a House or Committee of Parliament or a regulatory body, that are otherwise required by law.

8. Reporting

8.1 Each Party agrees to meet its reporting obligations as specified in item 6 of the Support Package Details.

8.2 Each Non-Commonwealth Party must use reasonable endeavours to provide information reasonably requested by the Department from time to time to allow the Department to respond to briefing requests from Parliament and the responsible Minister and any other body to which it is required to report.

9. Records

9.1 Each Party must:

9.1.1 keep adequate books and records, in accordance with applicable accounting standards, in sufficient detail to enable all receipts and payments related to this Deed to be identified and reported in accordance with this Deed; and

9.1.2 retain for a period 7 years after the termination of this Deed all books and records relating to this Deed.

10. Notices and other communications

10.1 A notice, demand, consent, approval or communication under this Deed (Notice) must be:

10.1.1 in writing, in English and signed by a person duly authorised by the sender; and

10.1.2 sent to the physical or email address of the relevant Contact Person as specified in item 7.1(a) of the Support Package Details.

10.2 A Notice given in accordance with clause 10.1 takes effect when taken to be received (or at a later time specified in the Notice), and is taken to be received:

10.2.1 if hand delivered, on delivery;

10.2.2 if sent by pre-paid post, five Business Days after the date of posting, unless it has been received earlier; and

10.2.3 if sent by email, upon receipt by the addressee.

11. Priority of documents

11.1 If there is inconsistency between any of the documents forming part of this Deed, those documents will be interpreted in the following order of priority to the extent of any inconsistency:

- 11.1.1 the Collaboration Terms;
- 11.1.2 the General Terms and Conditions;
- 11.1.3 the Support Package Details;
- 11.1.4 any attachments to the Schedules; and
- 11.1.5 any documents incorporated by reference in this Deed.

12. Interpretation

12.1 In this Deed, except where the context otherwise requires:

- 12.1.1 the singular includes the plural and vice versa, and a gender includes other genders;
- 12.1.2 another grammatical form of a defined word or expression has a corresponding meaning;
- 12.1.3 a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Deed, and a reference to this Deed includes any schedule or annexure;
- 12.1.4 a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- 12.1.5 a reference to 'A\$', '\$A', 'dollar' or '\$' is to Australian currency;
- 12.1.6 a reference to a Party to a document (including this Deed) includes the Party's executors, administrators, successors and permitted assigns and substitutes;
- 12.1.7 a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- 12.1.8 a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- 12.1.9 the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- 12.1.10 a rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this Deed or any part of it;
- 12.1.11 if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day; and
- 12.1.12 headings are for ease of reference only and do not affect interpretation.

12.2 In the interpretation of a provision of this Deed, a construction that would promote the Collaboration Objectives will be preferred to a construction that would not promote the Collaboration Objectives.

13. Definitions

13.1 In this Deed:

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

Access includes access or facilitate access (whether directly or indirectly), traverse, view, use or interface.

Business Day means, in relation to the doing of any action in a place, a weekday other than a public holiday or bank holiday in that place.

Business Hours means from 9.00am to 5.00pm on any Business Day.

Collaboration Objectives means the objectives of the Parties in implementing the Support Package as set out in item 1 of the Support Package Details.

Collaboration Terms means clauses 1 to 13 of this Deed.

Commencement Date means the date on which this Deed is signed by the last Party to do so.

Commonwealth means the Commonwealth of Australia and includes officers, delegates, employees and agents of the Commonwealth of Australia.

Commonwealth Material means any Material provided by the Department to another Party for the purposes of this Deed and Material which is copied or derived from Material so provided.

Completion Date means the date specified in clause 1.2.

Confidential Information means all information that is not in the public domain that is by its nature confidential or that has been designated as confidential by the disclosing Party, and includes all trade secrets, know-how, financial information and other commercially or scientifically valuable information of whatever description and

in whatever form (whether written, or oral, visible or invisible).

Contribution means, in relation to a Party, all of the Specified Personnel, payments, facilities and services to be contributed by the Party in relation to the Support Package, as set out in item 0 of the Support Package Details.

Deed means this deed between the Parties, as varied from time to time in accordance with item 12 of Schedule 2, including its Schedules and any attachments.

Deed Material means all Material:

- a) developed or created or required to be developed or created as part of or for the purpose of performing this Deed;
- b) incorporated in, supplied or required to be supplied along with the Material referred to in paragraph (a) above; or
- c) copied or derived from Material referred to in paragraphs (a) or (b).

Department means the Department of Jobs and Small Business and any successor department that may administer this Deed.

Existing Material means all Material, except Commonwealth Material, in existence prior to the Commencement Date:

- a) incorporated in;
- b) supplied with, or as part of; or
- c) required to be supplied with, or as part of,

the Deed Material.

General Terms and Conditions means the terms and conditions in Schedule 2.

Intellectual Property or **IP** includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patents), plant varieties, trade marks (including service marks), designs, circuit layouts, all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields and any right to have confidential information kept confidential, but does not include Moral Rights or rights of performers.

Material includes equipment, software (including source code and object code), goods, and records stored by any means including all copies and extracts of same.

Moral Rights has the same meaning as in the *Copyright Act 1968* (Cth).

Non-Commonwealth Party a Party to this Deed other than the Department.

Participants means the current or former employees of the Participating Employer to whom the Parties have agreed to deliver the Support Package, as specified in the Package Support Details.

Party means a party to this Deed and 'Parties' has a corresponding meaning.

Party Confidential Information means any information of a Party:

- a) treated by that Party as confidential; and
- b) disclosed by that Party to another Party, or of which another Party becomes aware, whether before or after the execution of this Deed.

Personnel any employee, officer, agent, or professional adviser or subcontractor of a Party.

Support Package means the package of support to be provided to the Participants, as specified in item 2 of the Support Package Details.

Support Package Details means the particulars of the Support Package specified in Schedule 1.

Specified Personnel means the personnel or subcontractors of a Party allocated to the administration of the Support Package as part of that Party's Contribution (if any).

Term means the term of this Deed, ascertained in accordance with clause 1.

Transition Services means the services delivered by TSP Members in accordance with their respective TSP Deed.

Transition Services Panel means the Transition Services Panel established and administered by the Department in accordance with the TSP Deed.

TSP Contract means a contract between a TSP Member and the Department, or between a TSP Member, the Participating Employer and the Department, created in accordance with the TSP Deed.

TSP Deed means the *Transition Services Panel Deed 2018-2020* entered into by the Department and TSP Members.

TSP Member means an entity that is a member of the Transition Services Panel and which delivers Transition Services under a TSP Deed.

TSP Work Order means a work order for Transition Services placed by the Department or the Participating Employer under the TSP Deed.

Signing page

DATE:

EXECUTED AS A DEED by the Parties on the date above.

THE COMMONWEALTH OF AUSTRALIA by:

(Printed Name)

(Signature)

(Position)

in the presence of:

(Printed Name)

(Signature)

Executed by New Castalloy Pty Ltd ABN 28 120 910 125
in accordance with s 127(1) of the *Corporations Act 2001*:

.....
Signature of Director

.....
Signature of Director/Company Secretary

.....
Print full name

.....
Print full name

SIGNED by Kuang Tan as
delegate of the **MINISTER FOR INDUSTRY
AND SKILLS**

.....
(signature)

in that regard in the presence of:

.....
Witness

[Print Name:]

Schedule 1 Support Package Details

1. Collaboration Objectives (clause 4)

1.1 The Collaboration Objectives are:

- 1.1.1 Inform impacted employees of support available through Government programs and of labour market trends and opportunities in their region
- 1.1.2 Provide access to skills assessment which includes professional career advice to inform training and job seeking activities
- 1.1.3 Provide training and support in job seeking, interviews, cold-calling, resume writing and Digital Literacy
- 1.1.4 Provide timely support for up to 89 employees leaving prior to their final exit dates: (some will leave in November 2018, with the remainder staying until approximately March 2019)

2. Support Package (clause 2)

2.1 The Support Package comprises the services and support specified in Table 2.1.

Table 2.1: Support Package description

Activity	Activity Description	Number of Employees	Cost
Comprehensive Skills Assessment (CTS 1)	Full description at Attachment A, includes career advice and skills assessment. Individual one-on-one assessments. Private training room provided onsite.		CTS 1 cost – Department of Jobs and Small Business
	Total (max) time per participant 3.0 hours (2 hour assessment - max 3 hours)	Up to 89 employees (this includes 6 contractors who will be paid for attending)	CTS 1 – delivered by TSP Member (HenderCareers)
	CTS 1 \$600 per participant		Time offline – New Castalloy
LinkedIn Seminar	Employees permitted time offline during work hours to attend (from all three shifts -day, afternoon and night)		
	LinkedIn seminar to be held in training room onsite		Delivered at no charge by Transition Services Panel provider
	Group session 2 hours - onsite	Maximum 15 employees	Time offline (when training onsite) – New Castalloy
Preparing, Planning and Applying for Jobs (CTS 2)	Employees permitted time offline during work hours to attend.		
	Full description attached Attachment A		
	Total (max) time per participant 3 hour sessions.		CTS 2 cost – Department of Jobs and Small Business
Digital Literacy Training	CTS 2 \$1,050 per participant	Up to 89 employees (this includes 6 contractors who will be paid for attending)	CTS 2 – delivered by TSP Member (HenderCareers)
	Private training room provided onsite.		Time offline – New Castalloy
	Employees permitted time offline during work hours to attend (across all three shifts – day, afternoon and night)		
Digital Literacy Training	Digital Literacy Training – provided by TAFE SA under the SA Governments WorkReady		
	Core Skills Profile for Adults (CSPA) and WorkReady course.		Digital Literacy Training cost – WorkReady, funded by SA Government
	Cost per participant \$590.42 (= additional cots)	Up to 20 employees in each intake.	
Digital Literacy Training	Initial CSPA assessment and 4 hours per week for up to 6 weeks (total 24 hours)	Total up to 40 employees.	Training – delivered by TAFE SA under SA Government WorkReady
	Two intakes – 1 pre December, 1 post-December		
	Employees permitted time offline during work hours to attend (across all three shifts)		Time offline – New Castalloy

3. Contributions (clause 3)

3.1 The Contributions of each Party are as specified in Table 3.1.

Table 3.1: Contributions

Party	Description of Contribution	Contribution amounts	Timing for provision of Contribution
Department (Australian Government)	CTS 1 x 89 \$600 per participant for 2 hours (up to 3 hours)	\$53,400	Sessions to be held throughout November/December Sessions to be held throughout February/March
	CTS2 x 89 \$1,050 per participant for 3 hours	\$93,450	
	Total	\$146,850	
Participating Employer			Worker paid hours offline as required for training and transition services. Training room use as required for training and transition services.
SA Government	Digital Literacy Training – WorkReady Two intakes of up to 20 participants Total up to 40 participants WorkReady course 4 hr x 6 weeks, per participant Course cost per participant = \$872.27 40 participants @ \$872.27	\$34,890.80	Two intakes
	Total	\$34,890.80	
Total combined contributions		\$	

4. Intellectual Property (items 3 and 4 of the General Terms and Conditions)

4.1 N/A

5. Insurances (clause 6)

5.1 The insurances to be maintained are as specified in Table 5.1.

Table 5.1: Insurances

Insurance	Participating Employer	Public Liability
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Participating Employer	Public Liability
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6. Reporting (clause 8)

6.1 The Parties agree to report on the delivery and implementation of the Support Package as follows:

- (a) Participating employer - Progress email to be provided to the department every three months, until the Completion Date. Email should include participant numbers / names, dates of agreed activities, employee participation (completion) in activities and employee feedback (if any).
- (b) Allow Departmental approved external research bodies access to any information related to the Deed of Collaboration for research and evaluation purposes.
- (c) Assist with completion of participant registration forms for each retrenched employee.

7. Acknowledgement and promotion (clause 7)

7.1 The Parties agree to the following terms with respect to acknowledgment and promotion of the Support Package:

- (a) Allow any outcomes / case studies from the Deed of Collaboration between the Department and Participating Employer to be used for the promotion of the Stronger Transition package and as an evidence base for future retrenchment policies.

8. Contact Persons (clause 10)

8.1 The Contact Person for the Department is:

Katharine Blackwell

8.2 The Contact Person for the Participating Employer is:

Ian Walsh
New Castalloy Pty Ltd
76-82 Mooringe Avenue
North Plympton
SA 5037
Mobile:
Email:

8.3 The Contact Person for SA Government is:

Karen Garrett
Regional Manager – Adelaide and Western Adelaide
Department for Industry and Skills

Mobile:
Email:

Schedule 2 General Terms and Conditions

- | | |
|--|--|
| <p>1. Confidential Information and privacy</p> <p>1.1 Except as otherwise provided in this item 1, each Party must keep confidential and not disclose, any Confidential Information.</p> <p>1.2 Each Party may:</p> <p style="margin-left: 20px;">1.2.1 use Confidential Information only for the purposes of this Deed;</p> <p style="margin-left: 20px;">1.2.2 disclose Confidential Information to its:</p> <p style="margin-left: 40px;">(a) employees;</p> <p style="margin-left: 40px;">(b) directors and officers; and</p> <p style="margin-left: 40px;">(c) legal, financial or other professional advisors,</p> <p style="margin-left: 40px;">who have a need to know for the purposes of this Deed (and only to the extent that each has a need to know), provided the disclosure is made subject to an obligation of confidentiality in accordance with item 1.6 of this Schedule 2;</p> <p style="margin-left: 20px;">1.2.3 disclose Confidential Information to the extent required by law; and</p> <p style="margin-left: 20px;">1.2.4 if the Party is:</p> <p style="margin-left: 40px;">(a) the Department or the SA Government, disclose Confidential Information to its responsible Minister or in response to a request by a House or a Committee of the Parliament or as otherwise required or authorised by law; or</p> <p style="margin-left: 40px;">(b) a Non-Commonwealth Party, disclose Confidential Information to its parent or related entities.</p> <p style="margin-left: 20px;">1.6.2 any of the above mentioned employees, directors, officers</p> | <p>1.3 The obligations imposed on a Party by this item 1 do not apply to Confidential Information which:</p> <p style="margin-left: 20px;">1.3.1 prior to disclosure is in the public domain or subsequent to disclosure to the Party becomes part of the public domain other than as a result of an unauthorised act or failure to act by that Party;</p> <p style="margin-left: 20px;">1.3.2 is received by a Party from a third Party without any obligation to hold in confidence and which has not been obtained by that third Party directly or indirectly from any Party;</p> <p style="margin-left: 20px;">1.3.3 is independently developed by an employee or officer of the Party owing the obligation of confidentiality while having no knowledge of the Confidential Information; or</p> <p style="margin-left: 20px;">1.3.4 in the case of Party Confidential Information, the Party claiming confidentiality has agreed may be disclosed by that other Party.</p> <p>1.4 The relevant receiving Party has the onus of showing that any of the above exceptions apply.</p> <p>1.5 A combination of information will not be taken to be in the public domain merely because it contains information in the public domain.</p> <p>1.6 Each Party must use its reasonable efforts to ensure that:</p> <p style="margin-left: 20px;">1.6.1 its respective employees, directors, officers and advisors who participate in the Support Package or acquire access to Confidential Information, must comply with the obligation of confidentiality under this item 1 as though they were Parties to this Deed; and</p> <p style="margin-left: 40px;">and advisors who cease to be employees, directors, officers or advisors must continue to</p> |
|--|--|

	be bound by such obligations of confidentiality.		3.1.2	Deed Material, vest at all times in the Department.
1.7	Nothing in this item 1 derogates from any obligation which any Party may have either under the <i>Privacy Act 1988</i> (Cth), or under this Deed, in relation to the protection of personal information.	3.2		Unless specified otherwise in item 4 of the Support Package Details, each Non-Commonwealth Party warrants that it:
1.8	The obligations of confidentiality imposed on a Party will survive termination of this Deed.	3.2.1		is entitled, or will be entitled at the relevant time, to deal with the Intellectual Property Rights in Deed Material and its Existing Material in accordance with this item 3 and item 4 of this Schedule 2, as relevant; and
2.	Protection of personal information	3.2.2		has obtained valid, unconditional and irrevocable written consents from all owners of Intellectual Property Rights in, and all authors involved in creating Deed Material and its Existing Material so that the Department's use of that Material in accordance with this item 3 and item 4 of this Schedule 2, as relevant, will not infringe:
2.1	Each Party agrees to deal with personal information in accordance with the <i>Privacy Act 1988</i> (Cth) or, if the Party is an agency of a State government or a Territory government, in accordance with the privacy legislation enacted in the relevant State or Territory.		(a)	the Intellectual Property Rights of any third party; or
2.2	The Participating Employer must not do any act or engage in any practice (or omit to do any act or engage in any practice) which, if done or engaged in by the Department, would be a breach of any Australian Privacy Principle as defined in the <i>Privacy Act 1988</i> (Cth).		(b)	any author's Moral Rights.
2.3	If the Participating Employer enters into a contract with another party for the purposes (whether directly or indirectly) of this Deed, the Participating Employer must ensure that the contract contains provisions to ensure that the subcontractor has the same awareness and obligations as the Participating Employer under this item 2 including the requirement in relation to contracts.	3.3		Each Non-Commonwealth Party must:
3.	Ownership of Intellectual Property Rights and Material	3.3.1		if requested by the Department to do so, create, sign, execute or otherwise deal with any document that may be necessary or desirable to give effect to item 3.1 of this Schedule 2;
3.1	Unless specified otherwise in item 4 of the Support Package Details, subject to item 4 of this Schedule 2, as between the Parties (but without affecting the position between a Party and a third party), the ownership of Intellectual Property Rights in, and the actual documents comprising:	3.3.2		not deal with the Intellectual Property Rights in the Deed Material, except as expressly provided for in this Deed; and
3.1.1	Commonwealth Material; and	3.3.3		deliver all Deed Material to the Department at the Completion Date, unless otherwise Notified by the Department.

- 3.4 For the purposes of this item 3, 'infringe' includes unauthorised acts that would, but for the operation of section 163 of the *Patents Act 1990* (Cth), section 96 of the *Designs Act 2003* (Cth), section 183 of the *Copyright Act 1968* (Cth), and section 25 of the *Circuits Layout Act 1989* (Cth), constitute an infringement.
- 4. Licensing of Intellectual Property Rights**
- 4.1 The Department grants to each Non-Commonwealth Party a licence to use, copy and reproduce Commonwealth Material and Deed Material, but only for the purposes of this Deed and in accordance with any conditions or restrictions Notified by the Department.
- 4.2 The licence in item 4.1 is revocable on 10 Business Days' Notice by the Department, and expires on the Completion Date.
- 4.3 Each Non-Commonwealth Party must not do anything that would prejudice the Department's right title and interest in Commonwealth Material or Deed Material.
- 4.4 This Deed does not affect the ownership of any Intellectual Property Rights in any Existing Material. Each Non-Commonwealth Party, however, grants to the Department or must arrange for the grant to the Department of a permanent, irrevocable, free, world-wide, non-exclusive licence (including a right of sublicense) to use, reproduce, communicate, adapt and exploit the Intellectual Property Rights in Existing Material for any purpose as required by the Department.
- 4.5 If requested by the Department to do so, a Non-Commonwealth Party must create, sign, execute or otherwise deal with any document that may be necessary or desirable to give effect to this item 4.
- 5. Responsibility for delivering the Support Package**
- 5.1 The Parties agree that:
- 5.1.1 the rights, duties, obligations and liabilities of the Parties in relation to the administration of the Support Package are in every case, several and not joint or joint and several;
- 5.1.2 in relation to the administration of the Support Package, the Parties do not, or will not, carry on business in common with a view to joint profit and do not, or will not, receive income jointly;
- 5.1.3 the relationship between the Parties is limited to administering the Support Package so that nothing contained in this Deed constitutes any of them (or either of them, as the case may be) as agent, partner or trustee of each other, or creates any agency, partnership or trust for any purpose whatsoever; and
- 5.1.4 except as otherwise specifically provided in this Deed, a Party does not have any authority or power to act for, or to create or assume any responsibility or obligation on behalf of, any other Party.
- 6. Liability**
- 6.1 A Party (the First Party) is responsible for its own acts and omissions and is not liable to any other Party for any claims for damages or compensation relating to any such acts or omissions of the First Party.
- 6.2 Without limiting item 6.1, the Parties agree that:
- 6.2.1 the Participating Employer is fully responsible for:
- (a) its obligations, including its Contributions, under this Deed; and

	(b) any other duty, obligation or liability owed by the Participating Employer to a Participant, including any duty, obligation or liability relating to the Participating Employer's employment or retrenchment of a Participant;		becoming aware, notify each other Party of a Critical Event.
6.2.2	the Department is not, or will not be, liable to any other Party in respect of its Contributions under this Deed or otherwise;	8.	Work, Health and Safety
6.2.3	the SA Government is only liable for its Contributions under this Deed; and	8.1	The definitions set out below apply to this item 8:
6.2.4	nothing in this Deed varies or otherwise affects the rights or obligations of a Party under any other contract or agreement.	8.1.1	WHS Act means the <i>Work Health and Safety Act 2011</i> (Cth) and any 'corresponding WHS law' as defined in section 4 of the <i>Work Health and Safety Act 2011</i> (Cth);
7.	Notification of Critical Events	8.1.2	WHS Laws means the WHS Act, WHS Regulations and all relevant state and territory work, health and safety legislation; and
7.1	In this item 7, Critical Event means any of the following events:	8.1.3	WHS Regulations means the regulations made under the WHS Act.
7.1.1	any litigation threatened or commenced against a Party concerning the Support Package;	8.2	Each Party must ensure that the Support Package is administered in a safe manner.
7.1.2	any notification from any government agency of breach or alleged breach of any legal obligation concerning the administration of the Support Package; and	8.3	Each Non-Commonwealth Party:
7.1.3	any other matter which will, or may, affect a Party's ability to comply with clause 2 or clause 4 of the Collaboration Terms, or to provide the Contributions specified in the Support Package Details.	8.3.1	must comply with all applicable WHS Laws in administering the Support Package;
7.2	Each Party must, as soon as reasonably practicable, but in any event no later than 5 Business Days after	8.3.2	must not, and must ensure its Personnel do not, by act or omission place the Department in breach of its obligations under the WHS Laws; and
		8.3.3	must, and must ensure its Personnel, if using or accessing the Commonwealth's premises or facilities, comply with all reasonable instructions, directions, policies and procedures relating to work health and safety in operation at those premises or facilities whether specifically drawn to the attention of the Non-Commonwealth Party or might reasonably be inferred from the circumstances.

8.4	To the extent permitted by law, the Commonwealth is not liable to any Non-Commonwealth Party for any loss in connection with work health and safety in relation to any <i>Work Health and Safety Act 2011 (Cth)</i> defined workers or any other person performing services for the purpose of administering the Support Package.		(Dispute), a Party must comply with this item 10 before starting arbitration or court proceedings (except proceedings for interlocutory relief).
		10.2	A Party claiming a Dispute has arisen must give the other Party or Parties to the Dispute written notice setting out details of the Dispute.
9.	Conflicts	10.3	During the 14 days after notice is given under item 10.2 (or longer period if the Parties to the Dispute agree in writing), each Party to the Dispute must use its reasonable efforts to resolve the Dispute. If the Parties cannot resolve the Dispute within that period, they must, if a Party requests it, refer the Dispute to an independent third party, as agreed between the Parties, with power to intervene and direct some form of resolution, in which case the Parties will be bound by that resolution.
9.1	For the purposes of this item 9, Conflict means any matter, circumstance, interest, or activity affecting a Party (including the officers, employees, agents and subcontractors of the Party) which may or may appear to impair the ability of the Party (Affected Party) to meet the Collaboration Objectives, provides its Contribution or deliver any part of the Support Package diligently and independently in accordance with this Deed.	10.4	Any information or documents disclosed by a Party under this item 10:
9.2	Each Party warrants to each other Party that, to the best of its knowledge after making diligent enquiries, at the date of signing this Deed no Conflict exists or is likely to arise in the performance of that Party's obligations under this Deed.	10.4.1	must be kept confidential; and
		10.4.2	may only be used to attempt to resolve the Dispute.
9.3	If a Conflict arises, or appears likely to arise, the Affected Party agrees to:	10.5	Each Party to a Dispute must pay its own costs of complying with this item 10. The Parties to the Dispute must equally pay the costs of any independent third party.
	9.3.1 notify the other Party immediately;	10.6	A party to a Dispute may terminate the dispute resolution process by giving notice to the other Party or Parties after it has complied with items 10.1, 10.2, and 10.3. Items 10.4 and 10.5 survive termination of the dispute resolution process.
	9.3.2 subject to any obligations to maintain confidentiality, make full disclosure of all relevant information relating to the Conflict to the other Party; and		
	9.3.3 take such steps as the other Party may reasonably require to resolve or otherwise deal with the Conflict.	11.	Force majeure
10.	Dispute Resolution	11.1	In this item 11, a Force Majeure Event affecting a Party means anything outside that Party's reasonable control including, but not limited to, fire, storm, flood, earthquake, explosion, war, invasion, rebellion, sabotage and epidemic.
10.1	If a dispute arises out of this Deed, including any questions regarding its existence, validity or termination	11.2	Where a Party is unable, wholly or in part, by reason of a Force Majeure

Event, to carry out any obligation under this Deed, and that Party:	13.2	For the purposes of item 13.1.2, Due Cause means:
11.2.1 gives each other Party prompt notice of that Force Majeure Event including reasonable particulars, and, in so far as known, the probable extent to which it will be unable to perform or be delayed in performing that obligation; and	13.2.1	unauthorised disclosure of Confidential Information;
11.2.2 uses all possible diligence to remove that force majeure as quickly as possible, that obligation is suspended so far as it is affected by the Force Majeure Event during the continuance of that Force Majeure Event and that Party will be allowed a reasonable extension of time to perform its obligations.	13.2.2	proposed changes to the agreed Contributions that are likely to adversely affect the administration of the Support Package with respect to the Collaboration Objectives;
11.3 If, after 30 days, the Force Majeure Event has not ceased, the Parties will meet in good faith to discuss the situation and endeavour to achieve a mutually satisfactory resolution.	13.2.3	any other material breach of this Deed;
12. Variation	13.2.4	failure to remedy a Conflict in relation to the administration of the Support Package under item 9 of this Schedule 2 to the reasonable satisfaction of the other Party;
12.1 No agreement or understanding varying this Deed shall be legally binding unless it is in writing signed by all Parties.	13.2.5	change in the direct or indirect beneficial ownership or control of the Party in question that would affect its ability to comply with its obligations under this Deed;
13. Termination	13.2.6	insolvency;
13.1 Subject to this item 13:	13.2.7	steps taken by a mortgagee to take possession or dispose of the whole or any part of the Party's assets, operations or business;
13.1.1 a Party may terminate the Deed by giving 30 days' written notice to each other Party; and	13.2.8	steps taken to enter into any arrangement between the Party and its creditors other than in the ordinary course of business;
13.1.2 a Party may terminate this Deed by notice to the other Party or Parties if Due Cause has arisen with respect to another Party or Parties and is not remedied within 21 days after notice to that other Party or Parties.	13.2.9	steps taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person, concerning the whole or any part of the Party's assets, operations or business; or
	13.2.10	assignment of its rights or obligations under this Deed other than in accordance with item 17 (Assignment) of this

Schedule 2.

14. Effect of termination	19.1	The continuing obligations described in item 15 of this Schedule 2 are independent and survive termination of this Deed. Any other term by its nature intended to survive termination of this Deed survives termination of this Deed.
14.1 Termination of this Deed for any reason will be without prejudice to the continuing enforceability of any rights or obligations of the Parties accrued at the time of termination.	20. Counterparts	
	20.1	This Deed may be executed in counterparts. All executed counterparts constitute one Deed.
15. Continuing obligations	21. No merger	
15.1 Unless agreed otherwise by the Parties, on the termination of this Deed, the Parties shall continue to be bound by the obligations under clause 6, 9.1.2 of the Collaboration Terms and items 1 (Confidential information and privacy), 2 (Protection of personal information), 5 (Responsibility for delivering the Support Package), 6 (Liability), and any other provision of this Deed which expressly or by implication from its nature is intended to survive the expiry or termination of this Deed.	21.1	The rights and obligations of the Parties under this Deed do not merge on completion of any transaction contemplated by this Deed.
	22. Entire agreement	
	22.1	This Deed constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all previous agreements or understandings between the Parties in connection with its subject matter.
16. Approvals and consents		
16.1 Except whether this Deed expressly states otherwise, a Party may, in its reasonable discretion, given conditionally or unconditionally or withhold any approval or consent under this Deed.		
17. Assignment		
17.1 No Party may assign or attempt to assign or otherwise transfer or encumber any right or obligation arising out of this Deed except with the written consent of each other Party.		
18. Costs		
18.1 Each Party agrees to pay its own costs of negotiating, preparing and executing this Deed.		
19. Survival		

23. Further action

- 23.1 Each Party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Deed.

24. Severability

- 24.1 A term or part of a term of this Deed that is illegal or unenforceable may be severed from this Deed and the remaining terms or parts of the terms of this Deed continue in force.

25. Waiver

- 25.1 A Party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the Party giving the waiver.

26. Governing law and jurisdiction

- 26.1 This Deed is governed by the laws of the New South Wales and each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

Core Transition Services

CTS 1 - Comprehensive Skills Assessments

Comprehensive Skills Assessments must be delivered individually and at a minimum include:

- clearly identifying a Participant's existing competencies and skills and how these competencies and skills could be used in other industries and fields that the Participant may not have experienced
- identifying and exploring a Participant's career goals, providing career advice relevant to managing expectations, recent experience, employment or other goals
- exploring a Participant's strengths, life stage and goals relative to employment and family circumstances
- identifying a Participant's Vocational and Non-vocational Barriers and assisting them to understand how these might be addressed
- identifying any development opportunities and pathways for re-skilling and further training that will assist them in securing sustainable employment
- a discussion about the local job market
- assisting Participants to find out if they are eligible for formal Recognition of Prior Learning or new relevant qualifications (where required)
- a discussion on self-employment opportunities and whether a Participant might have an interest in self-employment, linking or referring Participants to services which can provide further advice and assistance on self-employment, where appropriate, and
- a written report detailing the outcomes of the Comprehensive Skills Assessment, the written report should provide the Participant with a stocktake of their existing skills and identify potential pathways to sustainable employment. Written reports will also be provided to the Department or jobactive Provider.

CTS 2 – Preparing, Planning and Applying for Jobs

Preparing, Planning and Applying for Jobs must, at a minimum include:

- assisting Participants to develop or review and improve their résumé, including assistance to tailor their résumé as appropriate for a range of different jobs
- helping Participants to understand different job application processes and managing expectations of responses and feedback, including the competitiveness of applying for a position, particularly online
- encouraging Participants to practise identifying and applying for jobs through different online platforms
- assisting Participants to understand the employment-related impacts and requirements of having an online presence
- preparing Participants for job interviews across a range of different employers and industries, including how a Participant can best sell themselves.

Retrenched Worker Program – Talking Points

- The Retrenched Worker Program applied to manufacturing companies that were closing or downsizing, providing workers made redundant with access to career services and training.
- The Retrenched Worker Program is no longer continuing as the **Commonwealth Government is providing these services** through the new Stronger Transitions Program.
- The Stronger Transitions Programs commenced on 1 July 2018 and provides comprehensive services for retrenched workers including targeted career advice, training and skills recognition, skills assessment, access to language, literacy and numeracy, digital literacy and online job search support.
- The South Australian Government will **continue to support unemployed people, including retrenched workers** to gain skills and secure employment through access to subsidised training, support for Adult Community Education, and the Skilling Australians Fund.
- Retrenched Worker Program Funding is being redirected funding to **growing the number of apprentices** and trainees employed in South Australia.
- The South Australian Government is committed to creating new jobs and **growing the number of apprentices** and trainees employed in South Australia by over 20,000 in the next four years.
- Apprentice numbers have been falling year on year in South Australia and at the same time we are experiencing skills shortages in a range of industries.
- The South Australian Government will focus efforts on activity that delivers outcomes for industry and develops skills for our people to win jobs.
- Our commitment is **underpinned by a \$200 million investment** by the South Australian and Commonwealth Government in South Australia over the next four years.

Talking Points – New Castalloy

- The Retrenched Worker Program predominately worked with manufacturing companies that were closing or downsizing.
- The Program provided up to \$2,000 to help workers with re-training.
- When New Castalloy announced that they were closing, the former Minister for Employment doubled this commitment to \$4,000 and I am advised by the Department that no clear reason was provided for this decision.
- I would like to ensure that initiatives we deliver provide value for money and decisions are made with openness and transparency.
- New Castalloy workers will receive support through the Commonwealth's Stronger Transitions Program which commenced on 1 July 2018. This assistance includes targeted career advice, training and skills recognition, skills assessment, access to language, literacy and numeracy, digital literacy and online job search support.

