



Australian Government
Department of Education and Training

**CONTRACT IN RELATION TO THE DELIVERY OF THE HIGH
ACHIEVING TEACHERS PROGRAM BY TEACH FOR AUSTRALIA
2019-2023**

Commonwealth of Australia represented by the Department of Education and
Training
ABN 12 862 898 150

Teach For Australia
ABN 27 133 833 762

Contact: ^S 22
T ^S 22

AlternativePathways@education.gov.au

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CONTRACT

CONTRACT IN RELATION TO THE DELIVERY OF THE HIGH ACHIEVING TEACHERS PROGRAM BY TEACH FOR AUSTRALIA 2019-2023

Date

This contract is made on 26 March 2019.

Parties

This contract is made between and binds the following parties:

1. Commonwealth of Australia represented by the Department of Education and Training ABN 12 862 898 150 (**the Customer**)
2. Teach For Australia ABN 27 133 833 762
Teach For Australia, Level 1, 103 Flinders Lane, Melbourne, Victoria 3000 (**the Supplier**)

Context

This contract is made in the following context:

- A. The Customer requires the provision of certain services.
- B. The Supplier has fully informed itself about the Customer's requirement in relation to those services.
- C. The parties have agreed that the Supplier will perform the Services for the Customer on the terms and conditions set out in this contract.

Operative Provisions

1. Interpretation

1.1. Definitions

1.1.1. In this contract, unless the context indicates otherwise:

Accredited teaching qualification	means an Australian teaching qualification which is accredited in accordance with the <i>Accreditation of Initial Teacher Education Programs in Australia: Standards and Procedures (December 2015)</i> and recognised by one or more teacher regulatory authorities for the purpose of Australian teacher registration;
Attachment	means a document attached to the contract or incorporated by reference in a Schedule, and includes an Attachment as amended or replaced from time to time by agreement in writing between the parties;
Australian Privacy Principle	has the same meaning as it has in the Privacy Act;

Business Day	means a weekday that is not a Saturday, Sunday or public holiday in the place specified in Item 22;
Commencement Date	means the date on which this contract is made, unless otherwise specified in Item 5.1;
Commonwealth Material	means any Material: <ul style="list-style-type: none"> a. provided by the Customer to the Supplier for the purposes of this contract; or b. derived at any time from the Material referred to in paragraph a;
Completion Date	means the date specified in Item 5.2;
Confidential Information (of the Supplier)	means information specified in Item 17;
Conflict	means any matter, circumstance, interest, or activity affecting the Supplier, its Personnel or subcontractors which may or may appear to impair the ability of the Supplier to provide the Services to the Customer diligently and independently;
Contract Material	means any Material: <ul style="list-style-type: none"> a. exclusively created for the Customer or expressly required by this contract to be provided to the Customer as part of the Services; or b. derived at any time from the Material referred to in paragraph a;
Contract Terms	means clauses 1 to 12 (inclusive) of the contract;
Copy	means any document, device, article or medium in which Commonwealth Material, Contract Material, or Official Resources is embodied;
Eligible Placement School	means an Australian secondary school experiencing one or more of the following identified teacher workforce challenges as agreed with the Customer: <ul style="list-style-type: none"> a. clear and ongoing difficulties employing teachers that meet curriculum needs; b. a significant number of teachers are teaching subjects other than those in which they have specialised, or c. clear and ongoing difficulties attracting quality teachers or teachers with the personal qualities, skills, knowledge or experience the schools need. <p style="margin-left: 40px;"><i>Note – items 2.4.1 to 2.4.10 of Schedule 1 to the contract set out the requirements for the Supplier in placing Program Participants in Eligible Placement Schools.</i></p>
Existing Material	means any Material, except Commonwealth Material or Contract Material, which is incorporated in, supplied with or

as part of, or required to be supplied with or as part of, the Contract Material and includes, but is not limited to, Material specified in Item 14;

General Interest Charge Rate	means the interest charge determined under section 8AAD of the <i>Taxation Administration Act 1953</i> on the day that payment is due. Details of the General Interest Charge rate are available from the Australian Taxation Office website;
GST	has the meaning that it has in the <i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i> ;
Indigenous enterprise	means an organisation that is 50 per cent or more Indigenous owned that is operating a business;
Indigenous Procurement Policy	means the <u>Indigenous Procurement Policy of the Commonwealth</u> ;
Information Officer	means any of the information officers appointed under the <i>Australian Information Commissioner Act 2010 (Cth)</i> when performing privacy functions as defined in that Act;
Instalment	means the fee payable under clause 3.1.1(a) and Item 10 in relation to a specified part or the whole of the Services;
Intellectual Property Rights	includes: <ul style="list-style-type: none"> a. all copyright (including rights in relation to phonograms and broadcasts); b. all rights in relation to inventions, plant varieties, trademarks (including service marks), designs and circuit layouts; and c. all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields, <p>but does not include:</p> <ul style="list-style-type: none"> d. Moral Rights; e. the non-proprietary rights of performers; or f. rights in relation to Confidential Information;
Legislation	means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority;
Material	means any thing in relation to which Intellectual Property Rights arise;
Moral Rights	means the following non-proprietary rights of authors of copyright Material: <ul style="list-style-type: none"> a. the right of attribution of authorship; b. the right of integrity of authorship; and

	c. the right not to have authorship falsely attributed;
Official Resources	means: <ol style="list-style-type: none"> a. any information created, developed, received or collected by or on behalf of the Customer to which the Supplier gains access under or in connection with this contract, and includes Contract Material, Commonwealth Material, and the terms of the contract; and b. assets belonging to (even if in the possession of contracted providers) or in the possession of the Customer;
Open Access Licence	means a licence to the public on broad open access terms that allows any member of the public to perform a wide range of acts in respect of the material subject to certain restrictions. An Open Access Licence includes any Customer or Commonwealth open access licence and any Creative Commons Attribution licence (see http://creativecommons.org.au/learn-more/licences);
Personnel	means: <ol style="list-style-type: none"> a. in relation to the Supplier - any natural person who is an officer, employee, agent or professional adviser of the Supplier or of its subcontractors; and b. in relation to the Customer - any natural person, other than a person referred to in paragraph a, who is an officer, employee, agent or professional adviser of the Commonwealth;
Privacy Act	means the <i>Privacy Act 1988 (Cth)</i> ;
Program	means the Services which involve the design and delivery of an alternative employment-based pathway into teaching as described in this contract.
Program Participant	means an individual that: <ol style="list-style-type: none"> a. the Supplier has selected, in accordance with the requirements of this contract, to participate in the Program, and b. has accepted an offer to participate in the Program.
Project Officer	means the person specified (by name or position) in Item 7 or any substitute notified to the Supplier;
Proper Commonwealth Purpose	means: <ol style="list-style-type: none"> a. administering (including, without limitation, the reporting on and promotion of) the Services performed under this contract; b. the Customer meeting its responsibilities under this contract;

- c. the Customer meeting its responsibilities in relation to accountability for expenditure of Commonwealth funds paid to the Supplier under this contract;
- d. briefing the responsible Minister in relation to this contract or the Services generally;
- e. responding to a request by a House or Committee of the Parliament of the Commonwealth of Australia in relation to this contract or the Services generally;
- f. evaluating the Services (including through any third party evaluator);
- g. sharing by the Customer within the Department of Education and Training, or with another Commonwealth agency, where this serves the Commonwealth's legitimate interests;
- h. improving initial teacher education and/or student outcomes; and
- i. any further purpose with the Supplier's written approval.

**Relevant
Approved
Authority**

means:

- a. for any government schools in which Program Participants are placed, the State or Territory in which the schools are located; or
- b. for any non-government schools in which Program Participants are placed, the body corporate approved by the Minister for the school under the *Australian Education Act 2013*;

Requirement

means an obligation, condition, restriction or prohibition binding on the Supplier under this contract;

Schedule

means a schedule to this contract and includes a Schedule as amended or replaced from time to time by agreement in writing between the parties;

**Security
Classified
Resources**

means:

- a. Official Resources that, if compromised, could have adverse consequences for the Customer;
- b. Official Resources identified as Security Classified Resources by the Customer from time to time, including any specified in Item 15; and
- c. any Commonwealth Material.

**Security
Incident**

means an actual or suspected security breach, violation, contact or approach from those seeking unauthorised access to Official Resources;

Services

means the services described in Item 2 and includes the provision to the Customer of the Material specified in Item 3; and

Specified Personnel	means the Personnel specified in Item 9 as required to perform all or part of the work constituting the Services.
Teaching and Leadership Adviser	An experienced teacher who provides one-on-one coaching, regular in person classroom observations and pastoral care to guide Program Participant's development as a teacher and leader while they participate in the Program.

1.2. Interpretation

1.2.1. In this contract, unless the contrary intention appears:

- (a) words importing a gender include any other gender;
- (b) words in the singular include the plural and words in the plural include the singular;
- (c) clause headings are for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
- (d) words importing a person include a partnership and a body whether corporate or otherwise;
- (e) a reference to dollars is a reference to Australian dollars;
- (f) a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
- (g) if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (h) a reference to an Item is a reference to an Item in Schedule 1;
- (i) the Schedules and any Attachments form part of this contract;
- (j) if any conflict arises between the terms and conditions contained in the clauses of this contract and any part of the Schedule (and Attachments if any), the terms and conditions of the clauses prevail;
- (k) if any conflict arises between any part of the Schedules and any part of an Attachment, the relevant Schedule prevails; and
- (l) a reference to writing is a reference to any representation of words, figures or symbols, whether or not in a visible form.

1.3. Guidance on construction of contract

1.3.1. This contract records the entire agreement between the parties in relation to its subject matter.

1.3.2. As far as possible all provisions of this contract will be construed so as not to be void or otherwise unenforceable.

1.3.3. If anything in this contract is void or otherwise unenforceable then it will be severed and the rest of the contract remains in force.

1.3.4. A provision of this contract will not be construed to the disadvantage of a party solely on the basis that it proposed that provision.

1.4. Precedence of documents

1.4.1. This contract is comprised of:

- (a) the Contract Terms;
- (b) the Schedule(s); and
- (c) the Attachment(s).

1.4.2. If there is ambiguity or inconsistency between the documents comprising the contract, the document appearing higher in the list in clause 1.4.1 will have precedence.

1.5. Commencement

1.5.1. This contract commences on the Commencement Date and continues until the Completion Date, unless otherwise extended or terminated in accordance with this contract.

2. Provision of Services

2.1. Principal obligations of Supplier

2.1.1. The Supplier agrees to:

- (a) perform the Services as specified in Item 2;
- (b) perform the Services diligently, effectively, to a high professional standard and in a manner that does not bring the Services into disrepute;
- (c) provide to the Customer the Material specified in Item 3;
- (d) adopt relevant best practice and comply with all applicable Australian standards (or in its absence an applicable International standard), including those specified in Item 4;
- (e) comply with all applicable industry standards and guidelines, and any Customer or Commonwealth policies, standards or guidelines specified in Item 4;
- (f) comply with the time frame for the performance of the Services specified in Item 5.3; and
- (g) submit invoices, and any required supporting documents, in the manner specified in Item 6.

2.1.2. The Supplier agrees to:

- (a) keep adequate books and records, in accordance with Australian accounting standards, in sufficient detail to enable the amounts payable by the Customer under this contract to be determined; and
- (b) keep copies of all certifications and other records to confirm their compliance with all applicable Australian standards (or in its absence an applicable international standard).

2.2. Liaison with Project Officer

- 2.2.1. The Supplier agrees:
- (a) to liaise with the Project Officer as reasonably required; and
 - (b) to comply with directions of the Project Officer that are consistent with this contract.

2.3. Subcontractors

- 2.3.1. The Supplier agrees not to subcontract the performance of any part of the Services without the Customer's prior written approval.
- 2.3.2. The Customer may impose any conditions it considers appropriate when giving its approval under clause 2.3.1.
- 2.3.3. The Customer has approved the subcontracting of the performance of the parts of the Services to the persons, and subject to the conditions (if any), specified in Item 8.
- 2.3.4. The Supplier agrees to make available to the Customer (if requested) details of all subcontractors engaged in the performance of the Services and must complete a separate Subcontractor Credentials Information Form for each subcontractor if requested.
- 2.3.5. The Supplier acknowledges, and must inform all subcontractors that, the Customer may publicly disclose the names of any subcontractors engaged in the performance of the Services.
- 2.3.6. The Supplier must ensure that any subcontract it enters into for performance of any part of the Services, imposes on the Supplier the requirements set out in the Australian Government's pay-on-time policy as if a reference to a non-corporate Commonwealth entity in that policy is a reference to the Supplier.
- 2.3.7. The Supplier must not enter into a subcontract for the performance of any part of the Services with a subcontractor who is a relevant employer under the *Workplace Gender Equality Act 2012* (Cth) (**WGE Act**), unless that subcontractor has provided the Supplier with a current letter of compliance from the Workplace Gender Equality Agency.
- 2.3.8. The Supplier must ensure that any subcontract it enters into for the performance of any part of the Services includes the obligations in clause 12.1 and imposes those obligations on the subcontractor.
- Note: the Supplier must also ensure that all other Requirements are imposed on a subcontractor under a subcontract and see clause 12.9.*
- 2.3.9. If the Supplier receives notification of non-compliance with the WGE Act from a subcontractor approved under this clause 2.3, then the Supplier must immediately provide details of that non-compliance to the Customer.

2.4. Specified Personnel and Personnel

- 2.4.1. The Supplier agrees that the Specified Personnel will perform work in relation to the Services in accordance with this contract.

- 2.4.2. If Specified Personnel are unable to perform the work as required under clause 2.4.1, the Supplier agrees to notify the Customer immediately.
- 2.4.3. The Supplier agrees, at the request of the Customer acting in its absolute discretion, to remove Specified Personnel from work in relation to the Services.
- 2.4.4. If clause 2.4.2 or clause 2.4.3 applies, the Supplier will provide replacement Personnel acceptable to the Customer at no additional cost and at the earliest opportunity.
- 2.5. Responsibility of Supplier**
- 2.5.1. The Supplier is fully responsible for the performance of the Services and for ensuring compliance with the requirements of this contract, and will not be relieved of that responsibility because of any:
- (a) involvement by the Customer in the performance of the Services;
 - (b) subcontracting of the Services or any approval of a subcontractor or imposition of any conditions by the Customer under clause 2.3;
 - (c) acceptance by the Customer of Specified Personnel; or
 - (d) payment made to the Supplier on account of the Services.

3. Fees, allowances and assistance

3.1. Principal obligations of Customer

- 3.1.1. The Customer agrees to:
- (a) pay the fees in the Instalments specified in Item 10;
 - (b) pay the allowances and meet the costs specified in Item 11;
 - (c) make all payments as and when specified in Item 6; and
 - (d) provide facilities and assistance as specified in Item 12.

3.2. Customer's rights to defer payment

- 3.2.1. The Customer will be entitled (in addition and without prejudice to any other right it may have) to defer payment or reduce the amount of any Instalment if and for so long as the Supplier has not completed, to the satisfaction of the Customer, that part of the Services to which the Instalment relates.

3.3. Taxes, duties and government charges

- 3.3.1. Except as provided by this clause 3.3, the Supplier agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this contract.
- 3.3.2. Unless otherwise indicated, the fees and all other consideration for any supply made under this contract is exclusive of any GST imposed on the supply.
- 3.3.3. If one party (the supplier) makes a taxable supply to the other party (the recipient) under this contract, on receipt of a tax invoice from the supplier, the recipient will pay without setoff an additional amount to the supplier equal to the GST imposed on the supply in question.

- 3.3.4. No party may claim or retain from the other party any amount in relation to a supply made under this contract for which the first party can obtain an input tax credit or decreasing adjustment.

3.4. Superannuation

- 3.4.1. This contract is entered into on the understanding that the Customer is not required to make any superannuation contributions in connection with the contract, unless stated to the contrary in Item 10.

3.5. Overpayment

- 3.5.1. If, at any time, an overpayment occurs for any reason (including where an invoice is found to have been incorrectly rendered after payment) then this amount must be repaid to the Customer within 20 Business Days of a written notice from the Customer, or dealt with as directed in writing by the Customer.
- 3.5.2. An overpayment may be recovered from the Supplier, including by offsetting that overpayment against any amount subsequently due to the Supplier under this contract or any other arrangement between the parties.
- 3.5.3. If an overpayment is not repaid to the Customer, General Interest Charge Rate is payable on the amount after the expiry of the 20 Business Days notice referred to in clause 3.5.1, until the amount is paid in full.
- 3.5.4. An amount owed to the Customer under clause 3.5.1 and any interest amount owed under clause 3.5.3 is recoverable by the Customer as a debt due to the Customer by the Supplier without further proof of the debt.

4. Intellectual Property Rights

4.1. Use of Commonwealth Material

- 4.1.1. The Customer agrees to provide Commonwealth Material to the Supplier as specified in Item 13.
- 4.1.2. The Customer grants (or will procure) a royalty-free, non-exclusive licence for the Supplier to use, reproduce and adapt the Commonwealth Material for the purposes of this contract.
- 4.1.3. The Supplier agrees to use the Commonwealth Material strictly in accordance with any conditions or restrictions set out in Item 13, and any direction from the Customer.

4.2. Rights in Contract Material

- 4.2.1. Intellectual Property Rights in all Contract Material vests or will vest in the Customer.
- 4.2.2. The Customer grants to the Supplier a perpetual, irrevocable, royalty free, world-wide, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt, modify, perform, distribute, communicate and exploit any Contract Material for the Supplier's ongoing operations, including the right to provide that Contract Material to potential funders of the Supplier.

- 4.2.3. Clause 4.2.1 does not affect the ownership of Intellectual Property Rights in:
- (a) any Commonwealth Material incorporated into Contract Material; or
 - (b) any Existing Material.
- 4.2.4. The Supplier grants to (or will procure for) the Customer a perpetual, irrevocable, royalty-free, world-wide, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt, modify, perform, distribute, communicate and exploit any Existing Material for any Proper Commonwealth Purpose in conjunction with an equivalent use of the Contract Material, or as otherwise agreed between the parties in writing. For the avoidance of doubt, nothing in the licence granted in this clause 4.2.4 entitles the Customer to use or disclose any Existing Information in a manner which breaches clause 6, and the Customer will ensure that the terms of any sub-licence granted by the Customer (including any Open Access Licence) are similarly restricted.
- 4.2.5. For the avoidance of doubt, the licence granted to (or procured for) the Customer in clause 4.2.4 includes a right for the Customer to licence the Existing Material in conjunction with the Contract Material under an Open Access Licence for the purposes of improving initial teacher education and/ or student outcomes.
- 4.2.6. The Supplier agrees, on request by the Customer, to create, sign, execute or otherwise deal with any document necessary or desirable to give effect to this clause 4.2.
- 4.2.7. The Supplier warrants that:
- (a) it is entitled; or
 - (b) it will be entitled at the relevant time,
- to deal with the Intellectual Property Rights in the Contract Material in the manner provided for in this clause 4.2.

5. Confidentiality of Security Classified Resources and other security obligations

5.1. Security Classification

- 5.1.1. Unless otherwise notified by the Customer, the highest level of security classification of Security Classified Resources that the Supplier will have access to under this contract is that specified in Item 15.

5.2. Confidentiality of Security Classified Resources

- 5.2.1. The Supplier will not, without prior written authorisation of the Customer, disclose any Security Classified Resources to any person other than the Customer (unless required to do so by law).
- 5.2.2. The Supplier is authorised, subject to clause 5.3.1(a) to 5.3.1(d), to disclose Security Classified Resources to those Personnel and subcontractors who require access for the purposes of this contract.

5.2.3. The Supplier agrees, on request by the Customer at any time, to arrange for the Personnel and subcontractors referred to in clause 5.2.2 to give a written undertaking in a form acceptable to the Customer relating to the use and non-disclosure of Security Classified Resources.

5.2.4. The Supplier agrees to secure all Security Classified Resources against loss and unauthorised access, use, modification or disclosure.

5.3. Other security obligations of Supplier

5.3.1. The Supplier agrees:

- (a) to ensure that all Personnel that require access to Security Classified Resources have obtained the appropriate security clearance;
- (b) to prevent access to Security Classified Resources by Personnel whose security clearances are revoked, have lapsed or who no longer require access for the purposes of the contract;
- (c) to make its Personnel available to attend any security training provided by the Customer;
- (d) to notify the Customer of any change in the personal circumstances of Personnel referred to in 5.3.1(a);
- (e) to notify the Customer immediately if it becomes aware that a Security Incident has occurred and otherwise implement the Customer's procedures for Security Incident reporting as advised by the Customer from time to time;
- (f) not to perform the Services outside Australia without the Customer's prior written approval;
- (g) to comply with all applicable requirements of the Commonwealth's protective security policy framework to the Services;
- (h) to comply with all applicable requirements of the Commonwealth's information security manual to the Services; and
- (i) to comply with the additional security requirements specified in Item 15, if any, and any variations or additions to those requirements as notified by the Customer from time to time.

6. Dealing with Copies and access to documents

6.1. Actions at end of contract

6.1.1. The Supplier agrees, on expiration or termination of this contract, to deal with all Copies as directed by the Customer, subject to any requirement of law binding on the Supplier. For the avoidance of doubt, this clause does not apply to any Materials which are:

- (a) the subject of an Open Access Licence; or
- (b) licenced to the Supplier by the Customer.

6.2. Confidential Information not to be disclosed

6.2.1. Subject to clause 6.3, the Customer will not, without the prior written authorisation of the Supplier, disclose any Confidential Information of the Supplier to a third party.

6.3. Exceptions to obligations

6.3.1. The obligations of the Customer under this clause 6 will not be taken to have been breached to the extent that Confidential Information:

- (a) is disclosed by the Customer to its Personnel for the purposes of this contract;
- (b) is disclosed by the Customer to its internal management Personnel, to enable effective management or auditing of contract-related activities;
- (c) is disclosed by the Customer to the responsible Minister;
- (d) is disclosed by the Customer in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia, the Commonwealth Ombudsman, or the Australian National Audit Office;
- (e) is disclosed by the Customer to an independent evaluator, appointed by the Customer, for the purposes of evaluating the Services;
- (f) is shared by the Customer within the Customer's organisation, or with another agency, where this serves the Commonwealth's legitimate interests;
- (g) is required by law to be disclosed; or
- (h) is in the public domain otherwise than due to a breach of this clause 6.

6.3.2. Where the Customer discloses Confidential Information to another person pursuant to clauses 6.3.1(a) to 6.3.1(e), the Customer will notify the receiving person that the information is confidential.

6.3.3. In the circumstances referred to in clauses 6.3.1(a), 6.3.1(b) and 6.3.1(e), the Customer agrees not to provide the information unless the receiving person agrees to keep the information confidential.

6.4. Period of confidentiality

6.4.1. The obligations under this clause 6 in relation to an item of information described in Item 17 continue for the period set out there in respect of that item.

6.5. Access to documents

6.5.1. In this clause 6.5, 'document' and 'Commonwealth contract' have the same meaning as in the *Freedom of Information Act 1982 (Cth)*.

6.5.2. The Supplier acknowledges that this contract is a Commonwealth contract.

6.5.3. Where the Customer has received a request for access to a document created by, or in the possession of, the Supplier or any subcontractor that relates to the performance of this contract (and not to the entry into the contract), the Customer may at any time by written notice require the Supplier to provide the

document to the Customer and the Supplier must, at no additional cost to the Customer, promptly comply with the notice.

- 6.5.4. The Supplier must include in any subcontract relating to the performance of this contract provisions that will enable the Supplier to comply with its obligations under this clause 6.5.

7. Liability

7.1. Proportionate liability regimes excluded

- 7.1.1. To the extent permitted by law, the operation of any legislative proportionate liability regime is excluded in relation to any claim against the Supplier under or in connection with this contract.

7.2. Indemnity

- 7.2.1. The Supplier indemnifies the Customer from and against any:
- (a) cost or liability incurred by the Customer;
 - (b) loss of or damage to property of the Customer; or
 - (c) loss or expense incurred by the Customer in dealing with any claim against it including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used or disbursements paid by the Customer, arising from either:
 - (d) a breach by the Supplier of this contract; or
 - (e) an act or omission involving fault on the part of the Supplier or its Personnel in connection with this contract.
- 7.2.2. The Supplier's liability to indemnify the Customer under clause 7.2.1 will be reduced proportionately to the extent that any act or omission involving fault on the part of the Customer or its Personnel contributed to the relevant cost, liability, loss, damage or expense.
- 7.2.3. The right of the Customer to be indemnified under this clause 7.2 is in addition to, and not exclusive of, any other right, power or remedy provided by law, but the Customer is not entitled to be compensated in excess of the amount of the relevant cost, liability, loss, damage or expense.
- 7.2.4. The maximum aggregate liability for the Supplier under this clause 7 is limited to \$15 million.

8. Dispute resolution

8.1. Procedure for dispute resolution

- 8.1.1. The parties agree that a dispute arising under this contract will be dealt with as follows:
- (a) the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute (**Dispute Notice**);

- (b) within five (5) Business Days (or such other period as agreed by the parties in writing) each party will nominate a representative not having any prior involvement in the dispute;
- (c) the representatives will try to settle the dispute by direct negotiation between them;
- (d) unless otherwise specified,
 - i. failing settlement within a further 10 Business Days or such other period as agreed by the parties in writing (or failure of one or both parties to nominate a representative within the period set out in clause 8.1.1(b)), the parties may agree to refer the dispute to an independent third person with power:
 - A. to intervene and direct some form of resolution, in which case the parties will be bound by that resolution; or
 - B. to mediate and recommend some form of non-binding resolution;
 - ii. the parties will co-operate fully with any process instigated under clause 8.1.1(d) in order to achieve a speedy resolution; and
 - iii. if the parties have been unable to agree to refer the dispute to an independent third person, or they have agreed and a resolution is not reached within a further 20 Business Days (or such other period as the parties may agree in writing), either party may commence legal proceedings.

8.2. Costs

- 8.2.1. Each party will bear its own costs of complying with this clause 8, and the parties will bear equally the cost of any third person engaged under clause 8.1.1(d).

8.3. Continued performance

- 8.3.1. Despite the existence of a dispute, the Supplier will (unless requested in writing by the Customer not to do so) continue to perform the Services.

8.4. Exemption

- 8.4.1. This clause 8 does not apply to:
 - (a) action by the Customer under or purportedly under clause 9.1;
 - (b) action by either party under or purportedly under clause 9.2; or
 - (c) legal proceedings by either party seeking urgent interlocutory relief.

9. Termination or reduction in scope of Services

9.1. Termination for convenience

- 9.1.1. For the purpose of clauses 9.1.1 to 9.2.2 (inclusive), an intake is considered current while Program Participants are teaching in an Eligible Placement School

- 9.1.2. The Customer may no less than [120] days by written notice, in its absolute discretion, terminate this contract or reduce the scope of the Services, however, any such termination or reduction in scope will only be effective from completion of the current intake's placement in Eligible Placement Schools..
- 9.1.3. The Supplier agrees, on receipt of a notice of termination or reduction:
- (a) to take all available steps to stop or reduce work as specified in the notice;
 - (b) to take all available steps to minimise loss resulting from that termination or reduction; and
 - (c) to continue work on any part of the Services not affected by the notice, including completing delivery of the Program for the current intake.
- 9.1.4. In the event of termination under clause 9.1.1, the Customer will be liable only:
- (a) to pay any Instalment relating to Services completed before the effective date of termination;
 - (b) to reimburse any expenses the Supplier unavoidably incurs relating entirely to Services not covered under clause 9.1.4(a);
 - (c) to pay any allowance and meet any costs unavoidably incurred under Item 11 before the effective date of termination; and
 - (d) to provide the facilities and assistance necessarily required under Item 12 before the effective date of termination.
- 9.1.5. The Customer will not be liable to pay amounts under clauses 9.1.4(a) and 9.1.4(b) which would, added to any fees already paid to the Supplier under this contract, together exceed the fees set out in Item 10.
- 9.1.6. In the event of a reduction in the scope of the Services under clause 9.1.2, the Customer's liability to pay fees or allowances, meet costs or provide facilities and assistance under clause 3 will, unless there is agreement in writing to the contrary, reduce in accordance with the reduction in the Services.
- 9.1.7. The Supplier will not be entitled to compensation for loss of prospective profits.
- 9.2. Termination for fault**
- 9.2.1. If a party fails to satisfy any of its obligations under this contract, then the other party - *if it considers that the failure is:*
- (a) *not capable of remedy* - may, by notice, terminate the contract immediately; or
 - (b) *capable of remedy* - may, by notice, require that the failure be remedied within the time specified in the notice and, if not remedied within that time, may terminate the contract immediately by giving a second notice.
- 9.2.2. The Customer may also by notice terminate this contract immediately (but without prejudice to any prior right of action or remedy which either party has or may have) if the Supplier:
- (a) *being a corporation* – subject to any applicable requirement of the *Corporations Act 2001*, comes under one of the forms of external

administration referred to in chapter 5 of the *Corporations Act 2001 (Cth)*, or has an order made against it for the purpose of placing it under external administration; or

- (b) *being an individual* - becomes bankrupt or enters into a scheme of arrangement with creditors.

10. Notices

10.1. Format, addressing and delivery

10.1.1. A notice under this contract is only effective if it is in writing, and dealt with as follows:

- (a) *if given by the Supplier to the Customer* - addressed to the Project Officer at the address specified in Item 18 or as otherwise notified by the Customer; or
- (b) *if given by the Customer to the Supplier* - given by any of the Customer's Personnel to any of the Supplier's Personnel.

10.1.2. A notice is to be:

- (a) signed by the person giving the notice and delivered by hand; or
- (b) signed by the person giving the notice and sent by pre-paid post; or
- (c) transmitted electronically by the person giving the notice by electronic mail.

10.2. When effective

10.2.1. A notice is deemed to be effected:

- (a) *if delivered by hand* - upon delivery to the relevant address;
- (b) *if sent by post* - upon delivery to the relevant address;
- (c) *if transmitted electronically* - upon actual receipt by the addressee.

10.2.2. A notice received after 5.00 pm, or on a day that is not a Business Day in the place of receipt, is deemed to be effected on the next Business Day in that place.

11. Indigenous Procurement Policy

11.1. Application and definitions

11.1.1. In this clause:

Indigenous Participation Plan means the plan set out at Schedule 2 to this contract; and

Indigenous Procurement Policy means the Indigenous Procurement Policy of the Commonwealth.

- 11.1.2. It is Commonwealth policy to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy.
- 11.1.3. The Supplier must use its reasonable endeavours to increase its:
- (a) purchasing from Indigenous enterprises; and
 - (b) employment of Indigenous Australians,
- in the delivery of the Services.
- 11.1.4. Purchases from Indigenous enterprises may be in the form of engagement of an Indigenous enterprise, including as a subcontractor, and use of Indigenous suppliers in the Supplier's supply chain.
- 11.1.5. Without limiting clause 11.1.3, the Supplier must comply with the Indigenous Participation Plan.
- 11.1.6. The Supplier must provide a report on its compliance with the Indigenous Participation Plan to the Customer:
- (a) at least once every quarter during the term of this contract;
 - (b) within five (5) Business Days after the Completion Date (**End of Term Report**); and
 - (c) in accordance with any requirements of the Customer, including but not limited to online submission.
- 11.1.7. The End of Term Report must identify whether the Supplier:
- (a) met the Mandatory Minimum Requirements specified in the Indigenous Participation Plan; and
 - (b) otherwise complied with the Indigenous Participation Plan.
- If the Supplier did not comply with the Indigenous Participation Plan it must provide an explanation for its non-compliance.
- 11.1.8. If the Customer considers, in its absolute discretion at any time during the term of this contract, that it has concerns in relation to the Supplier's:
- a. compliance with the Indigenous Participation Plan; or
 - b. overall ability to meet the Mandatory Minimum Requirements as set out in the Indigenous Participation Plan,
- the Customer may request that the Supplier provide additional detail in relation to its implementation of and overall ability to comply with the Indigenous Participation Plan. The Supplier must comply with all reasonable directions issued by the Customer in relation to the Supplier's implementation of the Indigenous Participation Plan.
- 11.1.9. Without limiting its other rights under the contract or at law, any material failure by the Supplier to:
- (a) implement the Indigenous Participation Plan; or
 - (b) comply with a direction issued by the Customer under clause 11.1.8,

will be a breach of this contract, and the Customer may terminate this contract in accordance with clause 9.2.

- 11.1.10. Notwithstanding any other clause of this contract, the Supplier acknowledges and agrees that the reports it submits under this clause:
- (a) will be recorded in a central database that is able to be accessed by Commonwealth entities and may be made publicly available;
 - (b) will not be considered to be the Supplier's Confidential Information; and
 - (c) may be used by Commonwealth entities for any purpose, including for evaluation of an offer by the Supplier to provide goods and/or services to a Commonwealth entity.

12. General provisions and compliance with laws and Commonwealth policies

12.1. Workplace Gender Equality

- 12.1.1. The Supplier must comply with its obligations, if any, under the *Workplace Gender Equality Act 2012* (Cth) (**WGE Act**).
- 12.1.2. If the Supplier becomes non-compliant with the WGE Act during the term of this contract, the Supplier must promptly notify the Customer.
- 12.1.3. If the term of the contract exceeds 18 months, the Supplier must provide a current letter of compliance from the Workplace Gender Equality Agency within 18 months from the Commencement Date and, following this, annually to the Customer.
- 12.1.4. Compliance with the WGE Act does not relieve the Supplier from its responsibility to comply with its other obligations under this contract.

12.2. Work health and safety

- 12.2.1. The Supplier agrees, in carrying out this contract, to comply with:
- (a) all relevant legislation, codes of practice and national standards relating to work health and safety, including in relation to consultation, representation and participation; and
 - (b) all applicable policies and procedures relating to work health and safety, including those that apply to the Customer's premises when using those premises.
- 12.2.2. In the event of any inconsistency between any of the policies and procedures referred to in clause 12.2.1, the Supplier will comply with those policies and procedures that produce the highest level of health and safety.

12.3. Web accessibility

- 12.3.1. In this contract:

Web Content Accessibility Guidelines	means the <u>Web Content Accessibility Guidelines (WCAG) 2.0</u>
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- 12.3.2. In providing the Services and unless otherwise notified by the Customer, the Supplier must comply with the Double A (medium standard) of web accessibility in accordance with the Web Content Accessibility Guidelines.
- 12.3.3. In providing the Services, the Supplier must comply with the World Wide Web Access: The Disability Discrimination Act Advisory Notes, which outline the expectations of the Australian Human Rights Commission with respect to the accessibility of online information, goods and services.
- 12.3.4. In providing the Services, the Supplier must comply with any reasonable web accessibility requirements notified by the Customer from time to time, and any web accessibility requirements identified in Item 23.

12.4. **Obligations of Supplier in relation to privacy**

- 12.4.1. The Supplier agrees, in providing the Services:
- (a) not to do any act or engage in any practice which, if done or engaged in by the Customer, would be a breach of an Australian Privacy Principle under the Privacy Act; and
 - (b) to comply with any requirements, directions, guidelines, determinations or recommendations referred to in, or relating to the matters set out in, Item 16, to the extent that they are consistent with the obligations referred to in subclause (a) above.
- 12.4.2. The Supplier agrees to notify the Customer immediately if it becomes aware of a breach or possible breach of any of its obligations under this clause 12.4.
- 12.4.3. **Notifiable Data Breach**
- (a) In this contract:
 - Eligible Data Breach** is as defined in the Privacy Act.
 - Personal Information** is as defined in the Privacy Act.
 - (b) If the Supplier becomes aware that there are reasonable grounds to suspect that there may have been an Eligible Data Breach in relation to any Personal Information held by the Supplier as a result of this contract or its provision of the Services, the Supplier must:
 - i. notify the Customer in writing as soon as possible and no later than three (3) Business Days of becoming aware;
 - ii. unless otherwise directed by the Customer, carry out an assessment in accordance with the requirements of the Privacy Act in relation to an Eligible Data Breach;
 - iii. take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any of the individuals to whom the Personal Information relates;
 - iv. unless otherwise directed by the Customer, take all other action necessary to comply with the requirements of the Privacy Act in relation to an Eligible Data Breach; and

- v. take any other action as reasonably directed by the Customer.

Note: For information about the Privacy Act 1988 (Cth) see the fact sheet referred to in Item 21.

12.5. Working with Children

12.5.1. Definitions

In this clause:

Contact with Children means contact with an individual or group (whether that contact is supervised or not) where the individual or at least one member of the group is under the age of 18 years, and includes both physical and non-physical contact including over the internet, via telephone, or any other form of communication, in circumstances where that contact arises due to the performance of this contract by the Supplier or on the Supplier's behalf.

State and Territory law relating to working with children and vulnerable people includes the *Child Protection (Working With Children) Act 2012* (NSW), *Working With Children (Risk Management and Screening) Act 2000* (Qld), *Working with Children (Criminal Record Checking) Act 2004* (WA), *Working with Children Act 2005* (Vic), *Children's Protection Act 1993* (SA), *Working with Vulnerable People (Background Checking) Act 2011* (ACT), *Care and Protection of Children Act* (NT), *Registration to Work with Vulnerable People Act 2013* (Tas), as those laws are in force from time to time, as well as subsequent, and other, laws of a similar nature protecting children and vulnerable people.

12.5.2. Obligations

- (a) The Supplier must ensure that any individual that performs any part of the Services for the Supplier or on the Supplier's behalf complies with any relevant State and Territory law relating to working with children and vulnerable people.
- (b) The Supplier must comply with any relevant State and Territory law relating to working with children and vulnerable people.
- (c) The Supplier must ensure that any individual that performs any part of the Services for the Supplier or on the Supplier's behalf:
 - i. does not have Contact with Children unless that individual and the Supplier are compliant with any relevant State and Territory law relating to working with children and vulnerable people; and
 - ii. ceases to have Contact with Children as soon as the Supplier becomes aware that that individual is not compliant with any relevant

State and Territory law relating to working with children and vulnerable people.

- (d) The Supplier must immediately notify the Customer if the Supplier becomes aware of a breach of any of its obligations under clauses 12.5.2(a) to (c) (inclusive).
- (e) The Supplier must, when requested by the Customer, provide the Customer with a 'Working with Children Compliance Report' that must detail, at a minimum, the Supplier's compliance with clauses 12.5.2(a) to (c) (inclusive) including evidence of that compliance.
- (f) The Supplier must ensure that any subcontract the Supplier enters into in relation to this contract includes the requirements set out in clause 12.5.2(a) to (e) (inclusive) so that any subcontractor is required to comply with the working with children requirements set out in this clause as if the subcontractor were the Supplier.
- (g) If the Supplier does not comply with this clause, then the Customer may immediately terminate this contract under clause 9.2.1(a).

12.6. Compliance with Legislation

- 12.6.1. The Supplier agrees to comply with any Legislation applicable to its performance of this contract, including any relevant regulatory frameworks including but not limited to those relating to employment, work health and safety, and environmental.
- 12.6.2. Without limiting clause 12.6.1, the Supplier must ensure that it complies with the *Disability Discrimination Act 1992* and, where applicable to the Services, the *Disability Standards for Education 2005*.
- 12.6.3. The Supplier acknowledges that its attention has been drawn to the fact sheet referred to in Item 21 which provides details of some Legislation that may be applicable to the performance of the contract.

12.7. Audit and access

- 12.7.1. The Supplier agrees:
 - (a) to give the Project Officer, or any persons authorised in writing by the Project Officer, access to assets, including any computer hardware or software or other equipment, and premises where the Services are being performed including where Official Resources are located; and
 - (b) to permit those persons to inspect and take copies of any Material relevant to the Services, including but not limited to details of the Supplier's compliance with all applicable standards, the Commonwealth's protective security policy framework, and the Commonwealth's information security manual.
- 12.7.2. The rights referred to in clause 12.7.1 are subject to:
 - (a) the Customer providing reasonable prior notice;
 - (b) the reasonable security procedures in place at the premises; and

- (c) if appropriate, execution of a deed of confidentiality by the persons to whom access is given.
- 12.7.3. The Auditor-General and Information Officer (including their delegates) are persons authorised for the purposes of this clause 12.7.
- 12.7.4. This clause 12.7 does not detract from the statutory powers of the Auditor-General or Information Officer (including their delegates).
- 12.8. Insurance**
- 12.8.1. The Supplier agrees:
 - (a) to effect and maintain the insurance specified in Item 20; and
 - (b) on request, to provide proof of insurance acceptable to the Customer.
- 12.8.2. This clause 12.8 continues in operation for six years from the Completion Date.
- 12.9. Extension of provisions to subcontractors and Personnel**
- 12.9.1. The Supplier agrees to ensure that:
 - (a) its subcontractors and Personnel comply with all relevant Requirements; and
 - (b) any contract entered into in connection with this contract imposes all relevant Requirements on the other party.
- 12.9.2. The Supplier agrees to exercise any rights it may have against any of its subcontractors, Personnel or third parties in connection with a Requirement in accordance with any direction by the Customer.
- 12.10. Conflict of interest**
- 12.10.1. The Supplier warrants that, to the best of its knowledge after making diligent inquiry, at the Commencement Date no Conflict exists or is likely to arise in the performance of the Services.
- 12.10.2. If, during the period of this contract a Conflict arises, or appears likely to arise, the Supplier agrees:
 - (a) to notify the Customer immediately;
 - (b) to make full disclosure of all relevant information relating to the Conflict; and
 - (c) to take any steps the Customer reasonably requires to resolve or otherwise deal with the Conflict.
- 12.11. Relationship of parties**
- 12.11.1. The Supplier is not by virtue of this contract an officer, employee, partner or agent of the Customer, nor does the Supplier have any power or authority to bind or represent the Customer.
- 12.11.2. The Supplier agrees:
 - (a) not to misrepresent its relationship with the Customer; and

- (b) not to engage in any misleading or deceptive conduct in relation to the Services.

12.12. Waiver

- 12.12.1. A failure or delay by a party to exercise any right or remedy it holds under this contract or at law does not operate as a waiver of that right.
- 12.12.2. The exercise or partial exercise by a party of any right or remedy it holds under this contract or at law does not prevent any other exercise or partial exercise of that right or remedy by the party.

12.13. Variation

- 12.13.1. A variation of this contract is binding only if agreed in writing and signed by the parties.

12.14. Assignment

- 12.14.1. The Supplier cannot assign its obligations, and agrees not to assign its rights, under this contract without the Customer's prior written approval. A change in control of the beneficial ownership of a majority of shares in the Supplier (if it is a company) will be deemed to be an assignment for the purposes of this clause.

12.15. Survival

- 12.15.1. Unless the contrary intention appears, the expiry or earlier termination of this contract will not affect the continued operation of any provision relating to:
 - (a) overpayments;
 - (b) Intellectual Property Rights;
 - (c) confidentiality;
 - (d) security;
 - (e) privacy;
 - (f) dealing with copies and access to documents;
 - (g) books and records;
 - (h) audit and access;
 - (i) an indemnity;
 - (j) fraud;

or any other provision which expressly or by implication from its nature is intended to continue.

12.16. Applicable law

- 12.16.1. This contract is to be construed in accordance with, and any matter related to it is to be governed by, the law of the State or Territory specified in Item 22.
- 12.16.2. The parties submit to the jurisdiction of the courts of that State or Territory.

SCHEDULE 1 CONTRACT DETAILS

1. Purpose and Objective of Services

- 1.1.1 Through the High Achieving Teachers Program, the Australian Government supports the growth and emergence of alternative, employment-based pathways into the teaching profession as a mechanism for improving access to quality teaching and education for all Australian students, regardless of their location.
- 1.1.2 Many Australian secondary schools in regional or remote communities and low socio-economic areas experience significant challenges attracting and retaining staff and finding teachers with the subject expertise they need. This has repercussions on Australia's ability to provide equal access to quality education.
- 1.1.3 Alternative, employment-based pathways into teaching can increase the quality of teaching, and therefore education, across the system by broadening the entry points into teaching, helping to address teacher shortages, and placing high-performing individuals in the schools that need them most.
- 1.1.4 The expected outcomes of delivering the Services under this contract are to:
- a. Increase and diversify the pathways into teaching in Australia.
 - b. Broaden the recruitment-base into teaching.
 - c. Increase the number of high-quality teachers who entered the profession through an alternative, employment-based pathway into teaching and continue teaching after completing an alternative, employment-based pathway into teaching.
 - d. Increase the number of high-quality teachers who are teaching in Australian secondary schools that would benefit the most from the program and with specific teacher workforce challenges.
 - e. Help address educational disadvantage and teacher workforce challenges in Australian secondary schools.
 - f. Grow the evidence base on best practices in pedagogy, teacher selection and preparation in Australia.
 - g. Drive improvement and innovation in schools and the initial teacher education sector.
 - h. Reduce Australian Government funding to fund the delivery of alternative, employment-based pathways into teaching over the life of the contract.
 - i. Increase support for alternative, employment-based pathways into teaching across the education sector.

2. Services

(see clause 2.1.1.a)

General obligations in delivering services

- 2.1.1 For the purpose of items 2.1.2 to 2.1.7 (inclusive), 'recipients of the services' means individuals who applied for the Program, Program Participants, Relevant Approved Authorities and schools.
- 2.1.2 The Supplier must undertake the Services: to the highest ethical standards; fairly; effectively; impartially; courteously to the Australian public; and with sensitivity to the diversity of the Australian public;

- 2.1.3 The Supplier must establish a feedback and complaints process to deal with feedback and complaints from recipients of the Services about the Supplier's delivery of the Services. The Supplier must consult and co-operate with the Customer on the development of this process.
- 2.1.4 The Supplier's feedback and complaints process must:
- a. be consistent with this contract;
 - b. clearly indicate that recipients of the Services may also provide feedback or complaint directly to the Customer using the Customer's contact information provided to the Supplier;
 - c. be underpinned by principles of fairness, accessibility, responsiveness, efficiency and integration;
 - d. be developed and implemented, as far as possible, based on the Commonwealth Ombudsman's Better Practice Guide to Complaint Handling.
- 2.1.5 Upon request, the Supplier must give the Customer details of the feedback and complaints process the Supplier has established.
- 2.1.6 The Supplier must publicise to recipients of the Services the existence and details of the feedback and complaints process.
- 2.1.7 The Supplier must keep a feedback and complaints register which includes, but is not limited to, details about:
- a. all feedback and complaints received by the Supplier;
 - b. all feedback and complaints referred to the Supplier by, or through, the Customer; and
 - c. the Personnel and subcontractors (if any), the subject of the feedback or complaint, circumstances giving rise to the feedback or complaint, the investigation undertaken (where relevant), and any follow-up action.

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- 2.1.9 The Supplier must support and encourage participation in the Program by people who identify as Aboriginal and/or Torres Strait Islander. This may be through:
- a. supporting Aboriginal and/or Torres Strait Islander businesses;

- b. the placement of Program Participants in schools with a large student population who identify as Aboriginal and/or Torres Strait Islander; and/or
 - c. the recruitment and selection of Program Participants who identify as Aboriginal and/or Torres Strait Islander.
- 2.1.10 The Supplier must deliver the Services in a way that maximises achievement of the expected outcomes described at item 1.1.4 of Schedule 1.
- 2.1.11 The Customer may review this contract prior to the Completion Date and approach the Supplier to negotiate an extension to the Services and contract.

Program design and delivery

- 2.2.1 The Supplier must design and deliver an alternative, employment-based pathway into teaching program which:
- a. recruits and selects Program Participants from a non-teaching background who possess the personal qualities and academic skills to become high-quality teachers;
 - b. places Program Participants in teaching positions in Eligible Placement Schools for the duration of their participation in the Program;
 - c. provides Program Participants with ongoing training, support and professional learning to become high-quality teachers and to prepare them to respond to the specific circumstances at their Eligible Placement School;
 - d. results in all Program Participants being awarded an Australian accredited teaching qualification; and
 - e. retains Program Participants in teaching positions in Eligible Placement Schools after completing the Program.
- 2.2.2 The Supplier must design and deliver the Program to respond to one or more of the following teacher workforce challenges:
- a. clear and ongoing difficulties employing teachers that meet curriculum needs;
 - b. a significant number of teachers are teaching subjects other than those in which they have specialised;
 - c. clear and ongoing difficulties attracting or retaining quality teachers or teachers with the personal qualities, skills, knowledge or experience the schools need; and/or
 - d. supporting early career teachers in communities with low socioeconomic status.
- 2.2.3 The Supplier must design and deliver the Program in a way that meets the relevant legislative and regulatory requirements in the States and Territories in which the Supplier places Program Participants.

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- 2.2.6 The Supplier must ensure that all aspects of the Program specified at item 2.2.1 of Schedule 1 are available to all Program Participants and are delivered consistently to all Program Participants, regardless of the location of the Eligible Placement School in which the Program Participant undertakes the Program.
- 2.2.7 The Supplier must design and deliver the Program in a way that:
- a. minimises duplication or overlap in content; and
 - b. includes material and content specifically tailored to take into account different State and Territory requirements.

- 2.2.8 The Supplier must notify the Customer as soon as possible, where the Supplier becomes aware of any issues with the delivery of any aspect of the program specified at item 2.2.1 of Schedule 1.

Recruitment and selection of Program Participants

- 2.3.1 The Supplier must select a sufficient number of applicants to become Program Participants to meet the required number of Program Participants at item 2.4.1 and 2.4.3 of Schedule 1.
- 2.3.2 The Supplier must select Program Participants based on an assessment of:
- a. their personal qualities, skills, knowledge and experience;
 - b. their performance against published selection criteria;
 - c. their potential to become high-quality teachers;
 - d. their ability to address the specific teacher workforce challenges in Eligible Placement Schools; and
 - e. their level of commitment to a career in teaching beyond completing the Program.
- 2.3.3 In selecting Program Participants, the Supplier must apply guidelines regarding the selection of initial teacher education students published by the Australian Institute of Teaching and School Leadership ('AITSL') available at www.aitsl.edu.au.
- 2.3.4 The Supplier must only select Program Participants who:
- a. are Australian citizens or permanent residents;
 - b. have been awarded an undergraduate degree;
 - c. do not hold an initial teacher education qualification that allows them to register to teach in one or more Australian States or Territories when they are selected;
 - d. are not in the process of completing an initial teacher education qualification that would allow them to teach in an Australian school when they are selected;
 - e. demonstrate an intention to pursue a career as a teacher after completing the Program;
 - f. best meet the personal qualities, skills, knowledge and experience that Eligible Placement Schools need (see Item 2.3.5 below);
 - g. are able to meet the relevant legislative and regulatory requirements in the State or Territory in which they will be placed to undertake the duties of a teacher ('permission to teach') prior to commencing in schools; and
 - h. are suitable to work with children, including by being able to meet any requirements in State and Territory legislation relating to working with children and vulnerable people.
- 2.3.5 For the avoidance of doubt, the personal qualities, skills, knowledge and experience that Eligible Placement Schools need includes:
- a. academic and other achievements that indicate an applicant is likely to set, pursue and achieve transformational results for their students;
 - b. evidence of commitment to teaching that indicates a willingness to remain in teaching after the completion of the program;
 - c. clear and confident communication and the ability to influence and motivate others;
 - d. openness to learning from others and to seeking out opportunities to do so;
 - e. drive to work hard and overcome obstacles;
 - f. the ability to think critically, analyse information and generate relevant solutions to problems;
 - g. evidence of humility, respect and empathy;
 - h. the ability to plan, organise and prioritise activities effectively to meet goals;
 - i. individuals with a STEM qualification;
 - j. people who identify as Aboriginal and/or Torres Strait Islander;
 - k. individuals living in regional or remote areas; or

- l. individuals seeking a career-change with experience working in a field other than teaching.
- 2.3.6 The Supplier must select Program Participants, for each intake, by November of the year before the Program Participants commence in schools.
- 2.3.7 The Supplier must enter into a written agreement, approved by the Customer, with each Program Participant, which sets out the terms and conditions for the Program Participant's participation in the Program.
- 2.3.1 The Supplier must ensure that the written agreement with each Program Participant includes, at a minimum, the following terms and conditions of engagement:
 - a. consent to provide the Program Participant's personal information to the Customer in relation to the program, including the information specified at Item 3.5;
 - b. a right for the Customer to contact the Program Participant directly in relation to the program;
 - c. a right for the Customer and Supplier to disclose the Program Participant's personal information, as reasonably required, to an independent evaluator, appointed by the Customer, for the purposes of evaluating the Services; and
 - d. any other terms reasonably required by the Customer in relation to the provision of the Services.

Placement of Program Participants in schools

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- 2.4.5 The Supplier must notify the Customer of the expected number of Program Participants for each intake in each State and Territory. The Customer may direct a maximum number of Program Participants in a State or Territory to ensure efficient delivery of the High Achieving Teachers Program.

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- 2.4.10 The Supplier must match Program Participants to positions at Eligible Placement Schools to help address one or more of the relevant Eligible Placement School's identified teacher workforce challenges.
- 2.4.11 The Supplier must endeavour to ensure that all Program Participants receive a consistent, quality experience in the Program, regardless of their Eligible Placement School and location.
- 2.4.12 In placing Program Participants in Eligible Placement Schools, the Supplier must engage with the Relevant Approved Authority to:
- a. identify and meet their specific teacher workforce challenges, and
 - b. identify appropriate Eligible Placement Schools.
- 2.4.13 The Supplier must only place Program Participants
- a. in Eligible Placement Schools; and
 - b. with the permission of the Relevant Approved Authority.
- 2.4.14 The Supplier must, prior to placing a Program Participants in Eligible Placement Schools, agree in writing the terms and conditions for the Relevant Approved Authority's participation in the Program, including at a minimum:
- a. the number of Program Participants to be placed;
 - b. the Eligible Placement Schools;
 - c. any financial contributions the Relevant Approved Authority will make towards the Program or Program Participants;
 - d. any support or mentoring for Program Participants that will take place in Eligible Placement Schools;
 - e. the employment conditions (including salaries and insurance) for Program Participants; and
 - f. permission to teach requirements and any other regulatory requirements, as required.
- 2.4.15 The Supplier must, prior to placing a Program Participants in Eligible Placement Schools, agree in writing the terms and conditions for the Eligible Placement School's participation in the Program, including at a minimum:
- a. the number of Program Participants to be placed;
 - b. any support or mentoring for Program Participants that will take place in Eligible Placement Schools; and
 - c. the employment conditions (including salaries, insurance and 0.8 FTE teaching load) for Program Participants.

Support for program participants

- 2.5.1 The Supplier must provide Program Participants with ongoing and tailored training, support and professional learning for the duration of their participation in the Program to support Program Participants to:
- a. become high-quality teachers;
 - b. have a positive impact on their schools and students; and
 - c. achieve an Australian accredited teaching qualification.

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- 2.5.3 The training, support and professional learning referred to in item 2.5.2 of Schedule 1 must:
- a. be tailored to prepare Program Participants to respond to the specific circumstances of the Eligible Placement Schools in which they are placed;
 - b. ensure Program Participants have adequate classroom management skills and knowledge prior to commencing their placement;
 - c. include regular face-to-face classroom observation, feedback and mentoring;
 - d. be designed to develop Program Participants into high-quality teachers;
 - e. support Program Participants to complete an Accredited teaching qualification that will enable them to register to teach in one or more Australian States or Territories; and
 - f. be informed by the best evidence-based pedagogy and teacher preparation.

Completion and Retention

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Program partners and funding

- 2.7.1 The Supplier must build and maintain collaborative, respectful and effective partnerships with all program stakeholders, including:
- a. the Australian Government;
 - b. the Australian Government Department of Education and Training;
 - c. Program Participants;
 - s 47G
 - e. the Relevant Approved Authorities responsible for employing the teachers in the Eligible Placement Schools in which Program Participants are placed;
 - f. Eligible Placement Schools;
 - g. higher education providers delivering initial teacher education programs and with an interest in delivering alternative pathways into teaching;
 - h. the regulatory bodies responsible for the registration of teachers in the States/Territories in which the Program operates;
 - i. any subcontractors;
 - j. other providers delivering the High Achieving Teachers Program; and
 - k. any evaluator appointed, engaged or authorised by the Department of Education and Training to conduct an evaluation of the program.
- 2.7.2 The Supplier must regularly (at least once per year) engage with the Customer, Program Participants, Relevant Approved Authorities, Eligible Placement Schools in which Program Participants are placed and subcontractors ('Program Partners) to measure their levels of satisfaction with the Program and Program partnership.
- 2.7.3 The Supplier must respond to feedback from Program Partners within a reasonable amount of time if Program Partners indicate low levels of satisfaction with the relationship or issues of concern regarding any aspect of the provision of Services by the Supplier.
- 2.7.4 The Supplier must explore and create opportunities to share information with other initial teacher education providers and all Australian approved authorities, regarding the Program's model and strengths.
- 2.7.5 The Supplier must establish a governance group that:
- a. includes the Supplier, the Customer and any Program Partners;
 - b. is chaired by the Supplier;
 - c. meets at least biannually for the duration of this contract;
 - d. has written terms of reference developed by the Supplier and agreed by the Customer; and
 - e. has written meeting minutes, taken by the Supplier and approved by the Customer.
- 2.7.6 The Supplier must cooperate with other suppliers, delivering alternative, employment-based pathways into teaching as part of the High Achieving Teachers Program as reasonably directed by the Customer.
- 2.7.7 The Supplier must support, assist and fully cooperate with an independent evaluator, appointed, engaged or authorised by the Customer, for the purposes of evaluating all aspects of the Program and for the public release of an evaluation of the Program on behalf of the Australian Government in 2021, 2022 and 2023.
- 2.7.8 In any publications, promotional or advertising material, public announcements and activities that relate to the Services undertaken pursuant to this Contract, the Supplier must acknowledge that the Program is delivered as part of the High Achieving Teachers Program as follows:

"The [Name of Program] is delivered as part of the High Achieving Teachers Program with the support of the Australian Government Department of Education and Training."

- 2.7.9 The Supplier must endeavour to deliver the Program in an innovative way which maximises value for money for the Australian Government by:
- a. attracting financial contributions to fund the delivery of the Program or supplement the funding provided by the Australian Government;
 - b. limiting the level of funding required from the Australian Government; and
 - c. implementing strategies to reduce the Australian Government funding required to deliver their Program and become financially sustainable over time.

Reporting requirements

- 2.8.1 The Supplier must regularly report to the Customer on program administration, delivery and performance as specified at item 3 of Schedule 1.
- 2.8.2 The Supplier must collect and maintain accurate data and records on program administration, delivery and performance for the purposes of:
- a. reporting to the Customer on the Services in this contract and key performance indicators;
 - b. informing an independent evaluation of the Program;
 - c. allowing the Customer and the evaluator to assess and understand the Program model;
 - d. sharing information on the Program model and strengths with Australian approved authorities for schools and higher education providers delivering initial teacher education programs and with an interest in delivering alternative pathways into teaching.

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4. Policies, Standards and Guidelines

(see clause 2.1.1.d & 2.1.1.e)

4.1. Applicable Australian and International standards

Not applicable.

4.2. Customer or Commonwealth policies, standards or guidelines

4.2.1 You must conduct yourself in accordance with the following Commonwealth legislation and policies:

- a. *Privacy Act 1988* and Australian Privacy Principles ('APPs')

- b. *Workplace Gender Equality Act 2012*
- c. *Crimes Act 1914*
- d. *Competition and Consumer Act 2010*
- e. *Archives Act 1983*; and
- f. working with children requirements, including State and Territory legislation relating to working with children and vulnerable people.

5. Commencement and Time-frame

(see clause 2.1.1.f)

- 5.1. **Commencement Date:** The provision of services is expected to commence on execution of the contract by both parties.

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6. Invoicing and Payment

(see clauses 2.1.1.e & 3.1.1.c)

6.1. Invoices:

Invoices will be issued by the Supplier within 10 Business Days of completion of the relevant milestone in the table in Item 5.3.

To be correctly rendered, invoices must include the following information:

- a. the words "tax invoice" stated prominently;
- b. the Supplier's name;
- c. the Supplier's ABN;
- d. the Customer's name and address;
- e. the date of issue of the tax invoice;

- f. the title of this contract and the contract number or purchase order number (if any);
- g. details of fees, including the items to which they relate;
- h. the total amount payable (including GST, if applicable);
- i. the GST amount shown separately (if applicable); and
- j. written certification in a form acceptable to the Customer that the Supplier has paid all remuneration, fees or other amounts payable to its Personnel and subcontractors involved in performance of the contract.

All claims for allowances or costs must be supported by receipts or other documentation which clearly substantiate the Supplier's entitlement to those allowances or costs.

An invoice is not correctly rendered where:

- i. it includes amounts that are not properly payable under this contract or are incorrectly calculated; or
- ii. it relates to a payment in relation to which the Customer has exercised its rights under clause 3.2 of the contract.

All invoices must be addressed to the Project Officer.

6.2. **Payment:**

The due date for payment by the Customer is 30 calendar days after delivery of a correctly rendered invoice. If this period ends on a day that is not a Business Day, the due date for payment is the next Business Day.

Payment will be effected by electronic funds transfer (EFT) to the following bank account of the Supplier:

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7. **Project Officer** (see clause 2.2)

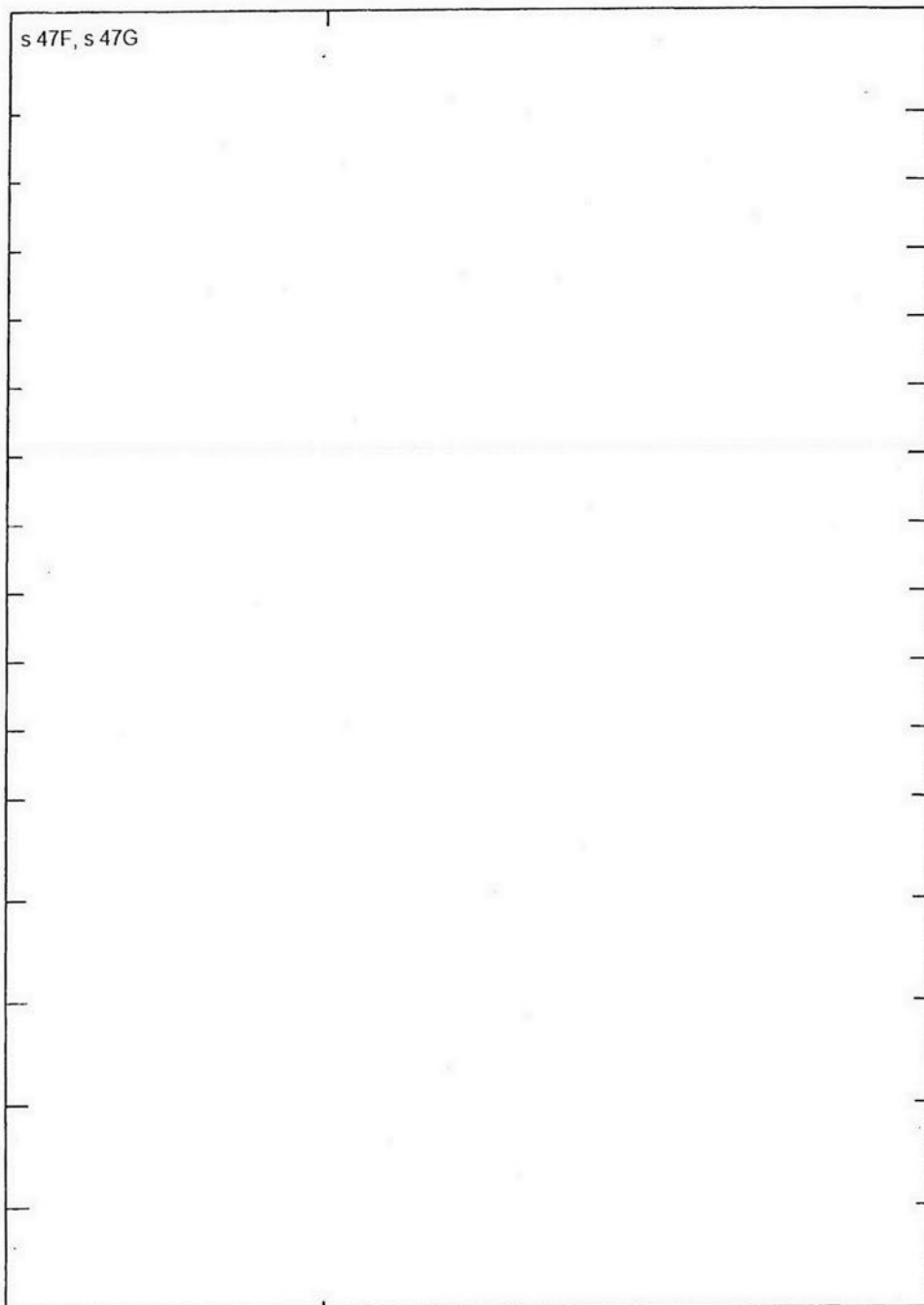
The Project Officer is the person for the time-being holding, occupying or performing the duties of s 22 Teaching Pathways Team, currently s 22 , available on telephone number s 22 or via the address set out in Item 18 of Schedule 1.

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10. Fees

(see clauses 3.1.1.a, 9.1.3.a & 9.1.3.b)

The total fee for the Services is \$14,930,000 (GST exclusive) payable by the following Instalments:

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11. Allowances and Costs

(see clauses 3.1.1.b & 9.1.3.c)
Not Applicable.

12. Facilities and Assistance

(see clauses 3.1.1.d & 9.1.3.d)
Not Applicable.

13. Use of Commonwealth Material

(see clause 4.1)
Not Applicable.

14. Existing Material
(see clause 4.2.3)

Category	Documents
Alumni Engagement	Teach For Australia Alumni Strategy Alumni surveys Alumni database
Finance	Budget planning tool Finance toolkits and formulas
Human Assets	Policies and Procedures Job descriptions
Marketing	Teach For Australia promotional material including: Recruitment brochures Fundraising brochures School brochures Annual reports Promotional videos
Performance Management	Performance and Development Framework Performance Toolkits
Placement Process	Placement guidelines
Recruitment Strategy	Associate recruitment strategy Associate selection rubrics and process
Teacher Training	TFA Curriculum Professional development materials for Associates
Website / Online resources	Teach For Australia website Associate Virtual Platform

15. Security Requirements

(see clause 5)

Level of Security Classified Resources

Unclassified.

Security Classified Resources

Not applicable.

Additional Security Requirements

- 15.1. In this Item, "ICT Systems" means the information and communication technology systems and software used by the Supplier, its Personnel, its subcontractors, or otherwise on the Contractor's behalf for the delivery of the Services under this contract (including but not limited to any mobile applications and other digital resources developed as part of the Services).
- 15.2. The Supplier must ensure that:
- a. it complies with all applicable requirements of the Commonwealth's strategies to mitigated cyber security incidents, <https://www.asd.gov.au/infosec/mitigationstrategies.htm>;
 - b. the ICT Systems are always hosted and maintained within Australia;
 - c. for any 'cloud' ICT Systems, such as platform infrastructure as a service (IaaS) software as a service (SaaS), or platform as a service (PaaS), the relevant ICT System has successfully undergone and received Australia Signals Directorate (ASD) infosec registered assessor program (IRAP) certification and has been listed on the ASD Certified Cloud Services List (CCSL), https://www.asd.gov.au/infosec/irap/certified_clouds.htm;
 - d. if an IaaS, PaaS, SaaS service within Australia is not hosted with a vendor on the CCSL, the department may require an IRAP assessment to be undertaken; any development of ICT Systems adheres to the software development guidelines as described within the Commonwealth's Information Security Manual and documentation provided in the Open Web Application Security Project guides at https://www.owasp.org/index.php/Main_Page;
 - e. there is effective and appropriate ongoing system monitoring of the ICT Systems including but not limited to network services, host resources, run-scripts, plugins, parallelized service checks, host hierarchies, log files and rotations, and data storage; and
 - f. there is effective and appropriate ongoing platform-level support of the ICT Systems including but not limited to regular maintenance, security updates, and security patches.
- 15.3. Security documentation – ICT Systems
- a. The Supplier must develop separate documentation that details each of the matters listed in this Item and in accordance with any applicable requirements of the Commonwealth's Protective Security Policy Framework and Information Security Manual.
 - b. The Supplier must, by the date specified in item 5.3 of Schedule 1, submit the security documentation to the Customer for the Customer's approval.
 - c. The matters that the documentation specified above must detail are:

- i. architecture and design, for both infrastructure and application;
 - ii. security risk management plan;
 - iii. system security plan;
 - iv. standard operating procedures – for security, admin and user;
 - v. incident response plan; and
 - vi. statement of applicability.
- d. The Supplier must ensure that any documentation detailing a system security plan details the following matters (where applicable to the ICT Systems provided to the Customer):
- i. identity access management plan;
 - ii. data management plan;
 - iii. on boarding process;
 - iv. audit logging plan;
 - v. key management plan (certificate management);
 - vi. supplier management plan, where subcontracting;
 - vii. patch management plan;
 - viii. vulnerability assessment plan;
 - ix. disaster recovery plan;
 - x. business continuity plan;
 - xi. emergency procedures;
 - xii. change management process;
 - xiii. training and awareness plan, including presentation pack;
 - xiv. any existing industry assessments, including worksheets;
 - xv. Australian Signals Directorate gateway certification (where applicable);
and
 - xvi. Australian Signals Directorate cloud certification (where applicable).

15.4.

Accreditation and certification – ICT Systems

- a. The Customer may undertake an accreditation and certification process of the ICT Systems.
- b. The Customer may undertake as many accreditation and certification processes of the ICT Systems as the Customer reasonably requires.
- c. The Customer may require the Supplier to submit documentation for the purposes of an accreditation and certification process, and by the date and in the way required by the Customer.
- d. The Supplier must provide its, and ensure its Personnel and subcontractors also provide, full cooperation and support to the Customer during any accreditation and certification process.
- e. An accreditation and certification process may assess whether the ICT Systems meet, to the satisfaction of the Customer, the requirements of this contract including but not limited to applicable requirements of the Commonwealth's Protective Security Policy Framework and Information Security Manual.
- f. An accreditation and certification process may also involve penetration testing and assess the vulnerability of the ICT Systems.
- g. Notwithstanding anything else in this contract, if directed by the Customer, the Supplier must immediately cease, and must ensure that its Personnel and subcontractors immediately cease, using the ICT Systems for delivery

of the Services until the accreditation and certification process has successfully concluded to the satisfaction of the Customer.

- h. If the accreditation and certification process identifies that the ICT Systems do not meet any of the requirements of this contract including but not limited to any applicable requirements of the Commonwealth's Protective Security Policy Framework and Information Security Manual, then the Supplier must, and as soon as possible, take all action necessary to rectify the ICT Systems to the satisfaction of the Customer.

- 15.5. If the Supplier becomes aware of a cyber security incident in relation to the Supplier's systems, the Supplier must report any Security Incident to the Customer immediately by emailing ITSecurity@education.gov.au. The report must provide at a minimum:
 - a. the date the Security Incident was discovered;
 - b. the date the Security Incident occurred;
 - c. a description of the Security Incident, including the Personnel and locations involved (if any);
 - d. the action taken by the Supplier in response to the Security Incident; and
 - e. to whom the Security Incident was reported.

- 15.6. Supplier's Personnel and sub-contractors
 - a. The Supplier's Personnel and sub-contractors performing work in relation to this contract, and with access to Personal Information, must have obtained a National Police Check within the previous six months of, or otherwise obtain such a check as soon as possible, after the Commencement Date from an organisation accredited by the Australian Criminal Intelligence Commission, unless otherwise directed by the Customer.
 - b. The Supplier's Personnel must not be involved in any aspect of the delivery of the Services until this requirement is complied with in full.
 - c. If a National Police Check returns an adverse finding with respect to any Personnel, then the Contractor must ensure that the Personnel is not involved in any aspect of the delivery of the Services until:
 - i. the Supplier has undertaken a comprehensive risk assessment of the suitability of the Personnel to be involved in the delivery of the Services. The risk assessment must also consider whether specific conditions should be placed on the involvement of the Personnel in the delivery of the Services;
 - ii. the Supplier is satisfied, after completing the risk assessment specified above, that the Personnel can be involved in the delivery of the Services;
 - iii. the Supplier has notified the Customer of the adverse finding and their risk assessment of the suitability of the Personnel being involved in the delivery of the Services;
 - iv. the Customer has not otherwise notified the Supplier, that the Personnel must not be involved in any aspect of the delivery of the Services; and
 - v. the Supplier has imposed any conditions (if any) on the Personnel's involvement in the delivery of the Services, and the Personnel has undertaken to comply with those conditions.

- d. The Supplier must provide all National Police Checks obtained by its Personnel to the Customer as requested by the Customer.
- e. The Supplier must immediately notify the Customer if the Supplier is undertaking a risk assessment and provide the outcome of that risk assessment to the Customer within five Business Days of the risk assessment having been completed.
- f. The Supplier must ensure that its Personnel obtain a National Police Check each 12-month anniversary of the Commencement Date. Items c, d, and e. apply to any such subsequent National Police Checks.
- g. The Supplier must ensure it obtains a sufficient consent from each of its Personnel to give effect to this.
- h. The Supplier's Personnel must comply with any security policies or procedures as notified by the Customer.

16. Privacy Requirements, Directions, Guidelines, Determinations, and Recommendations

(see clause 12.4)

In relation to Personal Information handled (e.g. collected, created, received or held) by the Supplier for the purposes of this contract, the Supplier agrees:

- (a) not to transfer Personal Information outside Australia, or to allow parties outside Australia to have access to it, without the prior written approval of the Project Officer;
- (b) to ensure that any person who the Supplier allows to access Personal Information is made aware of, and undertakes in writing, to observe the Australian Privacy Principles as if they were the Customer;
- (c) to co-operate with reasonable directions or inquiries made by an Information Officer or the Project Officer in relation to the management of Personal Information; and
- (d) to the Supplier's name being published in reports by the Information Commissioner.

17. Supplier's Confidential Information

(see clause 6.4)

- a. Information contained in contract:

Item	Period of Confidentiality

- b. Information obtained or generated in performing contract:

Item	Period of Confidentiality

<p>Contracts between the Supplier and its subcontractors.</p>	<p>Perpetuity unless:</p> <ul style="list-style-type: none"> a. otherwise agreed in writing; or b. until the information is in the public domain otherwise than by a breach of this contract; or c. the information is no longer sensitive.
<p>Existing material held under third party licence where obligations of confidentiality exist for the Supplier with respect to licensed material.</p>	<p>Perpetuity unless:</p> <ul style="list-style-type: none"> a. otherwise agreed in writing; or b. until the information is in the public domain otherwise than by a breach of this contract; or c. the information is no longer sensitive.
<p>Information requested by the Customer under item 3.10 of Schedule 1 that is confidential to the Supplier.</p>	<p>Perpetuity unless:</p> <ul style="list-style-type: none"> a. otherwise agreed in writing; or b. until the information is in the public domain otherwise than by a breach of this contract; or c. the information is no longer sensitive.
<p>The Supplier's back office detail which is commercially sensitive, including staff, salary and benefits, policies and procedures, selection criteria methodology and process information or other information relating to graduate selection, which is not published by the Supplier, detailed in the Contract or required as Contract Material.</p>	<p>Perpetuity unless:</p> <ul style="list-style-type: none"> a. otherwise agreed in writing; or b. until the information is in the public domain otherwise than by a breach of this contract; or c. the information is no longer sensitive.
<p>Information from the Supplier's funding agreements with other funders of the Supplier, but excluding the funders' names and total funding.</p>	<p>Perpetuity unless:</p> <ul style="list-style-type: none"> a. otherwise agreed in writing; or b. until the information is in the public domain otherwise than by a breach of this contract; or c. the information is no longer sensitive.

18. Customer's Address for Notices

(see clause 10.1.1.a)

Physical address	50 Marcus Clarke Street, Canberra ACT 2601
Postal address	GPO Box 9880, Canberra ACT 2601
Email	<u>AlternativePathways@education.gov.au</u>

19. Fraud Control

- Fraud** means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means.
- a. The Supplier must:
 - i. take all reasonable steps to prevent and detect Fraud in relation to the performance of this contract;
 - ii. ensure its Personnel and subcontractors do not engage in any Fraud in relation to this contract.
 - b. If the Supplier becomes aware of:
 - i. any Fraud in relation to this contract; or
 - ii. any Fraud not related to this contract but which has had or may have an effect on the performance of this contract,
 then it must:
 - iii. within five (5) Business Days, report the matter to the Customer and all appropriate law enforcement and regulatory agencies;
 - iv. at its own cost and in consultation with the Customer, investigate the Fraud based on the principles set out in the Australian Government Investigations Standards and in accordance with any directions or standards required by the Customer.
 - c. The Supplier acknowledges the occurrence of Fraud will constitute a breach of this contract.
 - d. If an investigation finds that the Supplier or its Personnel or subcontractors have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud by its Personnel or subcontractors, the Supplier must reimburse or compensate the Customer in full.

- e. The Customer may, at its absolute discretion, investigate any Fraud in relation to this contract. The Supplier agrees to co-operate and provide all reasonable assistance at its own cost with any such investigation.

20. Insurance

(see clause 12.8)

Required insurance:

- a. workers' compensation as required by law;
- b. public liability insurance to a value of \$10 million; and
- c. professional negligence insurance to a value of \$5 million.

21. Applicable Legislation

(see clause 12.6)

See AGS Fact Sheet: Commonwealth legislation that may apply to Australian Government contractors.

22. Applicable Law

(see clause 12.16)

Australian Capital Territory

23. Web Accessibility

(see clause 12.3)

- a. The Supplier must, by the date specified in Item 5.3, submit a draft web accessibility strategy (**Accessibility Strategy**) to the Customer for the Customer's approval.
- b. The Accessibility Strategy must, at a minimum, detail:
 - i. the types of Contract Material that will require web accessibility;
 - ii. any other Material used in delivery of the Services that will require web accessibility;
 - iii. how the Supplier will ensure that it complies, and its subcontractors comply, with the Double A (medium standard) of web accessibility in accordance with the Web Content Accessibility Guidelines in delivery of the Services;
 - iv. how the Supplier will ensure that it complies, and its subcontractors comply, with the World Wide Web Access: The Disability Discrimination Act Advisory Notes, in delivery of the Services.
 - v. timelines and any key activities for the above requirements;
 - vi. any applicable requirements contained in the Customer's policies relating to web accessibility; and

- vii. any other requirements notified by the Customer prior to submission of the Accessibility Strategy.
- c. The Supplier must consult and co-operate with the Customer in preparing the Accessibility Strategy, and the Supplier must incorporate in the strategy any applicable requirements contained in the Customer's policies relating to web accessibility.
- d. The Accessibility Strategy must not be inconsistent with this contract, in the case of any inconsistency the requirements contained in this contract prevail.
- e. Upon submission of the Accessibility Strategy, the Customer may, at its absolute discretion, approve the strategy or require the Supplier to make amendments to the strategy. The Supplier must make any amendments to the Accessibility Strategy within the timeframe specified by the Customer.
- f. Once approved, the approved Accessibility Strategy forms part of this contract and the Supplier must fully comply with the approved Accessibility Strategy.
- g. The approved Accessibility Strategy is in addition to the requirements specified in clause 12.3 of this contract.

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SCHEDULE 3. PROGRESS REPORTING REQUIREMENTS

The Supplier must include, at a minimum, the following information in the ^{s 47G}
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s 47G

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Executed by:

SIGNED for and on behalf of the Commonwealth of Australia as represented by the Department of Education and Training by:

s 22

s 22

Name of signatory

Signature

In the presence of:

s 22

s 22

Name of witness

Signature of witness

SIGNED for and on behalf of Teach For Australia, ABN 27 133 833 762, in accordance with the requirements of section 127 of the *Corporations Act 2001* by:

s 47F

Melodie Potts Rosevear

Name of Director

Signature

In the presence of:

s 47F

CRAIG COMRIE

Name of witness

Signature of witness

And by

s 47F

Larry Kamener

Name of Director/Secretary

Signature

In the presence of:

s 47F

RYAN MASON

Name of witness

Signature of witness



Australian Government
Department of Education

**DEED OF VARIATION NO.1 TO
CONTRACT
IN RELATION TO THE DELIVERY OF THE HIGH
ACHIEVING TEACHERS PROGRAM BY TEACH
FOR AUSTRALIA 2019-2023**

Commonwealth of Australia represented by the
Department of Education
ABN 12 862 898 150

Teach For Australia
ABN 27 133 833 762

DEED OF VARIATION

Date

This Deed is made on 24 October 2019.

Parties

This Deed is made between and binds the following parties:

1. Commonwealth of Australia ('Commonwealth', 'Us', 'We' or 'Our') represented by and acting through the Department of Education ABN 12 862 898 150 ('the Department')
2. Teach For Australia ABN 27 133 833 762 / ACN 133 833 762
Level 1, 103 Flinders Lane, Melbourne VIC 3000 ('the Supplier')

Context

- A. The parties entered into a contract dated 26 March 2019 for the provision of Services for the delivery of the High Achieving Teachers Program ('Principal Contract').
- B. The parties now wish to amend the Principal Contract:
 - i. in response to a request from a Relevant Approved Authority for the High Achieving Teachers Program to be delivered in a number of schools which did not satisfy the eligibility requirements identified in the Principal Contract.
 - ii. to reflect changes to the timeframes for milestones and deliverables as agreed by Us with the Supplier.
- C. The Principal Contract requires that a variation be in writing and signed by both parties.

THIS DEED WITNESSES AND THE PARTIES AGREE:

1. Interpretation

- 1.1. Unless the contrary intention appears, words used in this Deed have the same meaning as in the Principal Contract.

2. Construction of this Deed

- 2.1.1. As far as possible all provisions of this Deed will be construed so as not to be void or otherwise unenforceable.
- 2.1.2. If anything in this Deed is void or otherwise unenforceable then it will be severed and the rest of the Deed remains in force.
- 2.1.3. A provision of this Deed will not be construed to the disadvantage of a party solely on the basis that it proposed that provision.

3. Commencement

- 3.1. This Deed commences on the date the last party to sign this Deed does so ('Effective Date').
- 3.2. In accordance with clause 12.13 of the Principal Contract, on and from the Effective Date, the Principal Contract is varied by consent of the parties on the terms and conditions contained in clause 4 of this Deed.

4. Terms and conditions of variation

The Principal Contract is amended as follows:

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5. Further acts

- 5.1. Each party must promptly execute all documents and do all things that another party from time to time reasonably requests to give effect to this Deed and all transactions incidental to it.

6. Costs

- 6.1. Each party must pay its own costs in relation to finalising and executing this Deed and in relation to effecting any other document or thing required to give effect to this Deed.

7. Applicable law

- 7.1. This Deed is to be construed in accordance with, and governed by, the laws of Australian Capital Territory.

8. Counterparts

- 8.1. This Deed may be executed in counterparts.

Signatures

EXECUTED by the Parties as a Deed.

SIGNED SEALED AND DELIVERED for and on behalf of the Commonwealth of Australia as represented by the Department of Education by:

s 22 _____ Name of signatory	s 22 _____ <i>Signature</i>
------------------------------------	-----------------------------------

s 22 _____ Position	
---------------------------	--

In the presence of: s 22	s 22
-----------------------------	------

_____ Name of witness	_____ <i>Signature of witness</i>
--------------------------	--------------------------------------

SIGNED SEALED AND DELIVERED for and on behalf of Teach For Australia, ABN 27 133 833 762, in accordance with the requirements of section 127 of the *Corporations Act 2001* by:

s 47F Melodie Potts Rosevear _____ Name of Director	s 47F _____ <i>Signature</i>
--	------------------------------------

In the presence of:

s 47F _____ Name of witness	s 47F _____ <i>Signature of witness</i>
-----------------------------------	---

And by

s 47F Craig Comrie _____ Name of Director/Secretary	s 47F _____ <i>Signature</i>
--	------------------------------------

In the presence of:

s 47F Sarah Bufano _____ Name of witness	s 47F _____ <i>Signature of witness</i>
---	---



Australian Government
**Department of Education,
Skills and Employment**

**DEED OF VARIATION NO.2 TO
CONTRACT
IN RELATION TO THE DELIVERY OF THE HIGH
ACHIEVING TEACHERS PROGRAM BY TEACH
FOR AUSTRALIA 2019-2023**

Commonwealth of Australia represented by the
Department of Education, Skills and Employment
ABN 12 862 898 150

Teach For Australia
ABN 27 133 833 762

DEED OF VARIATION

Date

This Deed is made on 13 February 2020.

Parties

This Deed is made between and binds the following parties:

1. Commonwealth of Australia represented by and acting through the Department of Education, Skills and Employment ABN 12 862 898 150 ('the Customer')
2. Teach For Australia ABN 27 133 833 762 / ACN 133 833 762
Level 1, 103 Flinders Lane, Melbourne VIC 3000 ('the Supplier')

Context

- A. The parties entered into a contract dated 26 March 2019 and varied on 24 October 2019 for the provision of Services for the delivery of the High Achieving Teachers Program ('Principal Contract').
- B. The parties now wish to amend the Principal Contract in response to an election commitment by the Minister for Education, the Hon Dan Tehan MP, to extend the program for one additional intake of program participants.
- C. The Principal Contract requires that a variation be in writing and signed by both parties.

THIS DEED WITNESSES AND THE PARTIES AGREE:

1. Interpretation

- 1.1. Unless the contrary intention appears, words used in this Deed have the same meaning as in the Principal Contract.

2. Construction of this Deed

- 2.1.1. As far as possible all provisions of this Deed will be construed so as not to be void or otherwise unenforceable.
- 2.1.2. If anything in this Deed is void or otherwise unenforceable then it will be severed and the rest of the Deed remains in force.
- 2.1.3. A provision of this Deed will not be construed to the disadvantage of a party solely on the basis that it proposed that provision.

3. Commencement

- 3.1. This Deed commences on the date the last party to sign this Deed does so ('Effective Date').
- 3.2. In accordance with clause 12.13 of the Principal Contract, on and from the Effective Date, the Principal Contract is varied by consent of the parties on the terms and conditions contained in clause 4 of this Deed.

4. Terms and conditions of variation

Schedule 1 of the Principal Contract is amended as follows:

s 47G

- 4.2. Delete item 2.3.1, on page 30, and replace with:

"2.3.1 The Supplier must select a sufficient number of applicants to become Program Participants to meet the required number of Program Participants at item 2.4.1, 2.4.3 and 2.4.5 of Schedule 1."

4.3. Renumber item 2.3.1, on page 31, as item 2.3.8.

4.4. Renumber items 2.4.5 to 2.4.15 as items 2.4.7 to 2.4.17, respectively.

s 47G

4.6. Renumber items 2.6.3 and 2.6.4 as items 2.6.4 and 2.6.5, respectively.

s 47G

4.8. Delete item 2.7.7, and replace with:

"2.7.7 The Supplier must support, assist and fully cooperate with an independent evaluator, appointed, engaged or authorised by the Customer, for the purposes of evaluating all aspects of the Program in 2021, 2022, 2023 and 2024, and for the public release of an evaluation of the Program on behalf of the Australian Government."

s 47G

s 47G

s 47G

s 47G

s 37

4.13. Delete item 10, and replace with:

"The total fee for the Services is \$22,395,000 (GST exclusive) payable by the following Instalments:

s 47G

5. Further acts

5.1. Each party must promptly execute all documents and do all things that another party from time to time reasonably requests to give effect to this Deed and all transactions incidental to it.

6. Costs

6.1. Each party must pay its own costs in relation to finalising and executing this Deed and in relation to effecting any other document or thing required to give effect to this Deed.

7. Applicable law

7.1. This Deed is to be construed in accordance with, and governed by, the laws of Australian Capital Territory.

8. Counterparts

8.1. This Deed may be executed in counterparts.

Signatures

EXECUTED by the Parties as a Deed.

SIGNED SEALED AND DELIVERED for and on behalf of the Commonwealth of Australia as represented by the Department of Education, Skills and Employment by:

s 22

s 22

Name of signatory

Signature

s 22

Position

In the presence of:

s 22

s 22

Name of witness

Signature of witness

SIGNED SEALED AND DELIVERED for and on behalf of Teach For Australia, ABN 27 133 833 762 in accordance with the requirements of section 127 of the Corporations Act 2001 by:

Melodie Potts Rosevear
Name of Director

s 47F

Signature

In the presence of:

s 47F

CRAIG COMRIE
Name of witness

Signature of witness

And by

s 47F

Angela Taylor
Name of Director/Secretary

Signature

In the presence of:

s 47F

CRAIG COMRIE
Name of witness

Signature of witness



Australian Government

Department of Education

DEED OF VARIATION

**IN RELATION TO PROVISION OF THE HIGH ACHIEVING TEACHERS PROGRAM BY
TEACH FOR AUSTRALIA 2019-2027**

Department of Education

ABN 12 862 898 150

Teach for Australia

ABN 27 133 833 762

Contract Number: 4400035468

FORMAL AGREEMENT

VARIATION NUMBER	3
CONTRACT	4400035468
DATE	
PARTIES	Department of Education ABN 12 862 898 150 of 50 Marcus Clarke Street Canberra ACT 2601 (Customer)
	AND
	Teach for Australia ABN 27 133 833 762 / ACN 133 833 762 of Level 1, 103 Flinders Lane, Melbourne VIC 3000 ('Supplier')

1. The Customer and the Supplier executed a Contract (4400035468) dated 26 March 2019, and varied on 24 October 2019 and 13 February 2020, for the provision of Services for the delivery of the High Achieving Teachers Program ('Contract').
2. The Customer and the Supplier agree that:
 - a. the Contract is to be varied in accordance with this Deed of Variation; and
 - b. except to the extent expressly set out in this Deed of Variation, the terms and conditions of the Contract are not limited or otherwise affected;
 - c. unless the contrary intention appears, words used in this Deed of Variation have the same meaning as in the Contract;
 - d. as far as possible all provisions of this Deed of Variation will be construed so as not to be void or otherwise unenforceable;
 - e. if anything in this Deed of Variation is void or otherwise unenforceable then it will be severed and the rest of the Deed of Variation remains in force; and
 - f. a provision of this Deed of Variation will not be construed to the disadvantage of a party solely on the basis that it proposed that provision.

Commencement

3. This Deed of Variation commences on the date the last party to sign this Deed of Variation does so ('Effective Date').
4. In accordance with clause 12.13 of the Contract, on and from the Effective Date, the Contract is varied by consent of the Customer and the Supplier as set out in the Variation Details.

Further acts

5. Each party must promptly execute all documents and do all things that another party from time to time reasonably requests to give effect to this Deed of Variation and all transactions incidental to it.

Costs

6. Each party must pay its own costs in relation to finalising and executing this Deed of Variation and in relation to effecting any other document or thing required to give effect to this Deed of Variation.

Applicable law

7. This Deed of Variation is to be construed in accordance with, and governed by, the laws of Australian Capital Territory.

Counterparts

8. This Deed of Variation may be executed in counterparts.

EXECUTED as a deed:

SIGNED by the Department of Education by a duly authorised representative, in the presence of s 22

Signature of witness s 22

Signature of authorised representative s 22

Name of witness (print)

Name of authorised representative (print)

Date Signed: 9/2/2023

Date Signed: 9/2/2023

SIGNED by Teach for Australia ACN 133 833 762 in accordance with section 127 of the Corporations Act 2001 (Cth) by: s 47F

Signature of director

Signature of director/secretary [Strike out whichever does not apply]

Melodie Potts Rosevear

Katrina McBeath

Name of director (print)

Name of director/secretary [Strike out whichever does not apply]

Date Signed: 31/01/2023

Date Signed: 30/01/2023

VARIATION DETAILS

AMENDMENTS TO THE CONTRACT

Schedule 1 of the Contract is amended as follows:

s 47G

- 1.2. Delete item 2.3.4(b) and replace it with:

"b. have been awarded an undergraduate degree, or have significant post-graduate study that makes them eligible to enrol in the Program's Master of Teaching qualification and allows them to register to teach in one or more Australian States or Territories when they are selected."

- 1.3. Renumber items 2.4.7 to 2.4.17 as items 2.4.11 to 2.4.21, respectively.

s 47G

1.8. Delete item 2.5.3 and replace it with:

- "2.5.3 The training, support and professional learning referred to in item 2.5.2 of Schedule 1 must:
- a. be tailored to prepare Program Participants to respond to the specific circumstances of the Eligible Placement Schools in which they are placed;
 - b. ensure Program Participants have adequate classroom management skills and knowledge prior to commencing their placement;
 - c. include regular face-to-face and/or virtual classroom observation, feedback and mentoring;

- d. be designed to develop Program Participants into high-quality teachers;
- e. support Program Participants to complete an Accredited teaching qualification that will enable them to register to teach in one or more Australian States or Territories; and
- f. be informed by the best evidence-based pedagogy and teacher preparation."

1.9. Renumber items 2.6.4 and 2.6.5 as items 2.6.7 and 2.6.8, respectively.

s 47G

1.11. Delete item 2.6.7 and replace it with:

"2.6.6 The Supplier must implement strategies, supports and structures to maximise the number of Program Participants who complete the Program and report on these strategies, supports and structures in its Progress Reports."

s 47G

s 47G

s 47G

s 47G

s 47G

s 47G

1.17. Delete item 10 and replace it with:

"10. The total fee for the Services is \$57,395,000 (GST exclusive) payable by the following Instalments:

s 47G

s 47G



Australian Government

Department of Education

DEED OF VARIATION 4

FORMAL AGREEMENT

VARIATION NUMBER	4
CONTRACT	4400035468
DATE	17 August 2023
PARTIES	Department of Education ABN 12 862 898 150 of 50 Marcus Clarke Street Canberra ACT 2601 ('Customer')
	AND
	Teach For Australia ABN 27 133 833 762 / ACN 133 833 762 of Level 1, 103 Flinders Lane, Melbourne VIC 3000 ('Supplier')

1. The Customer and the Supplier executed a Contract (4400035468) on 26 March 2019, and varied on 24 October 2019, 13 February 2020 and 9 February 2023, for the provision of Services for the delivery of the High Achieving Teachers Program ('Contract').
2. The Customer and the Supplier agree that:
 - a. the Contract is to be varied in accordance with this Deed of Variation; and
 - b. except to the extent expressly set out in this Deed of Variation, the terms and conditions of the Contract are not limited or otherwise affected;
 - c. unless the contrary intention appears, words used in this Deed of Variation have the same meaning as in the Contract;
 - d. as far as possible all provisions of this Deed of Variation will be construed so as not to be void or otherwise unenforceable;
 - e. if anything in this Deed of Variation is void or otherwise unenforceable then it will be severed and the rest of the Deed of Variation remains in force; and
 - f. a provision of this Deed of Variation will not be construed to the disadvantage of a party solely on the basis that it proposed that provision.

Commencement

3. This Deed of Variation commences on the date the last party to sign this Deed of Variation does so ('Effective Date').
4. In accordance with clause 12.13.1 of the Contract, on and from the Effective Date, the Contract is varied by consent of the Customer and Supplier as set out in the Variation Details.

Further acts

5. Each party must promptly execute all documents and do all things that another party from time to time reasonably requests to give effect to this Deed of Variation and all transactions incidental to it.

Costs

6. Each party must pay its own costs in relation to finalising and executing this Deed of Variation and in relation to effecting any other document or thing required to give effect to this Deed of Variation.

Applicable law

7. This Deed of Variation is to be construed in accordance with, and governed by, the laws of Australian Capital Territory.

Counterparts

8. This Deed of Variation may be executed in counterparts.

EXECUTED as a deed:

SIGNED by the Department of Education by
a duly authorised representative, in the
presence of

s 22

s 22

Signature of witness

Signature of authorised representative

s 22

s 22

Name of witness (print)

Name of authorised representative (print)

Date Signed:

17/08/23

Date Signed:

17/8/23

SIGNED by Teach For Australia ACN 133
833 762 in accordance with section 127 of the
Corporations Act 2001 (Cth) by:

s 47F

s 47F

Signature of director

Signature of director/secretary

[Strike out whichever does not apply]

Melodie Potts Rosevear

Katrina McBeath

Name of director (print)

Name of director/secretary

[Strike out whichever does not apply]

Date Signed: 15/8/2023

Date Signed: 15/08/2023

****By signing this agreement, the authorised representative represents and warrants that he/she is duly authorised to execute this document on behalf of the Supplier.***

VARIATION DETAILS

AMENDMENTS TO THE CONTRACT

The Contract is amended as follows:

- 1 Delete the contents of items 15.6.f and 15.6.g of Schedule 1 in their entirety, and replace with the following:
 - "f. [reserved].
 - g. [reserved]."
- 2 In all other aspects, the Terms and Conditions of the Contract remain unchanged.



Australian Government

Department of Education, Skills and Employment

Commonwealth Standard Grant Agreement

between the Commonwealth represented by

Department of Education, Skills and
Employment

and

Teach For Australia

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Grant Agreement - Future Leaders Program pilot

Once completed, this document, together with each set of Grant Details and the Commonwealth Standard Grant Conditions (Schedule 1), forms an Agreement between the Commonwealth and the Grantee.

Parties to this Agreement

The Grantee

Full legal name of Grantee	Teach For Australia
Legal entity type (e.g. individual, incorporated association, company, partnership etc)	Australian Public Company
Trading or business name	Teach For Australia
Any relevant licence, registration or provider number	NA
Australian Company Number (ACN) or other entity identifiers	133 833 762
Australian Business Number (ABN)	27 133 833 762
Registered for Goods and Services Tax (GST)?	YES
Date from which GST registration was effective?	19 November 2008
Registered office (physical/postal)	Level 1, 103 Flinders Lane, Melbourne, Victoria 3000
Relevant business place (if different)	NA
Telephone	(03) 8640 4500
Fax	NA
Email	s 47G

The Commonwealth

The Commonwealth of Australia represented by the Department of Education, Skills and Employment
ABN 12 862 898 150

Background

The Commonwealth has agreed to enter into this Agreement under which the Commonwealth will provide the Grantee with one or more Grants for the purpose of assisting the Grantee to undertake the associated Activity.

The Grantee must use each Grant and undertake each Activity in accordance with this Agreement and the relevant Grant Details.

Scope of this Agreement

This Agreement comprises:

- (a) this document;
- (b) the Supplementary Terms from the Clause Bank (if any);
- (c) the Standard Grant Conditions (Schedule 1);
- (d) the Grant Details;
- (e) any other document referenced or incorporated in the Grant Details.

Each set of Grant Details, including Supplementary Terms (if any), only applies to the particular Grant and Activity covered by that set of Grant Details and a reference to the 'Agreement' in the Grant Details or the Supplementary Terms is a reference to the Agreement in relation to that particular Grant and Activity. If there is any ambiguity or inconsistency between the documents comprising this Agreement in relation to a Grant, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

This Agreement represents the Parties' entire agreement in relation to each Grant provided under it and the relevant Activity and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

Grant Details - Future Leaders Program pilot

A. Purpose of the Grant

A.1 Objective

The policy objective of the Future Leaders Program pilot grant (the Grant) is to encourage and support High Achieving Teachers to transition to positions of school leadership and promote quality leadership in schools, particularly in regional and rural Australia.

The Grant contributes to the achievement of the Australian Government Department of Education, Skills and Employment (the Department) Outcome 1, Program 1.5 – Early Learning and Schools Support. The objective of Program 1.5 is to support initiatives that contribute to improved access to high quality teaching and learning in early learning and school education for all Australian students.

A.2 Background

Current data and reporting points to a significant loss of quality and experience among principals in the near future as many are approaching retirement. In addition, evidence shows there is a lack of teachers and middle leaders with the willingness or preparedness to fill the emerging vacancies. This presents a threat to the standard of school leadership, the quality of teaching in classrooms and to student outcomes.

The Future Leaders Program was announced as part of the Australian Government's 'Our Plan for Quality Education' released on 10 May 2019. The program aligns with 'Reform 4: Review teacher workforce needs of the future' as set out in the National School Reform Agreement 2019 to 2023.

A.3 Grant Outcomes

The Grant will provide funding for the development and delivery of the Future Leaders Program pilot (the program). The program will test a new approach to strengthening the school leadership pipeline in regional and rural schools. The Grantee will identify and provide support to high achieving teachers with leadership potential working at disadvantaged regional and rural primary and secondary schools. The program will provide training and support to help eligible teachers aspire and transition to higher leadership roles.

The program will support the policy objective by pursuing the following grant outcomes:

- increasing the quality of school leadership training and development in regional and rural schools
- increasing aspirations among high achieving teachers in regional and rural schools to become school leaders, including principals
- increasing the supply of teachers with high quality leadership skills who can fill available leadership positions.

B. Grant Activity

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B.2 Engagement with stakeholders

In designing and implementing the program the Grantee must consult with Key Stakeholders to obtain:

- their views on best practice design and implementation of school leadership programs in regional and rural schools
- obtain advice regarding other leadership programs operating in the relevant area to ensure there will be sufficient support and demand for the program, and
- endorsement of the final program model prior to implementation.

The results of consultations with Key Stakeholders should be reflected in the description of the program as outlined in the Program and Implementation Plan (see item B.5).

At a minimum, the Grantee must consult with, and receive advice from, the following stakeholders:

- the Department
- Peak Principal Associations (as defined in clause 22 of Schedule 1)
- the Relevant Approved Authorities (as defined in clause 22 of Schedule 1) for the schools in which the program will operate, including non-government education authorities where relevant
- Partner Schools (as defined in clause 22 of Schedule 1), and
- the Australian Institute for Teaching and School Leadership (AITSL).

Consultation and engagement with Key Stakeholders will be detailed in the Stakeholder Communication and Engagement Plan (see item E).

B.3 Eligibility requirements for program participants

The Grantee must only deliver the program to eligible program participants. An individual is eligible to apply for the program if they satisfy all of the following criteria:

- is an Australian citizen or permanent resident
- is registered by the relevant state or territory teacher regulatory authority to teach in an Australian school
- is permanently employed in a teaching or middle-level school leadership role at an eligible Partner School (part or full-time)
- has a minimum of three years years teaching experience in an Australian school (or a minimum of two years teaching experience if currently in a Middle Leadership position - as defined in clause 22 of Schedule 1), and
- has the written endorsement and support from their school principal (see item B.4).

B.4 Recruitment and selection of program participants

The Grantee must develop a rigorous process to recruit and select participants for the program which meets the objectives of the program.

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In selecting program participants, the Grantee must only select program applicants who meet all the following criteria:

- the eligibility criteria outlined in item B.3
- have demonstrated they will benefit from the program, as evidenced by their application for the program, their stated objectives and aspirations, and the recommendation of their principal
- satisfy the Grantee that they intend to remain teaching in a regional or rural Australian school following program completion for at least the next two years
- have aspirations to expand their leadership capability and improve their educational impact in regional or rural schools, as evidenced in their application for the program
- have written endorsement from the principal at the eligible Partner School in which they are employed and are:
 - o are a High Achieving Teacher (as defined in clause 22 of Schedule 1) and/or are in a Middle Leadership position
 - o have school leadership qualities, aspirations and potential, and
 - o have the principal's support to complete the program, including the provision of practical leadership opportunities that meets their developmental needs.

The Grantee must document the recruitment and selection process/criteria in a Recruitment and Selection Plan which must be submitted to the Governance Committee for comment and to the Department for approval prior to the recruitment of participants for the program (see item E).

When final, the Grantee must provide to the Department in the form of Participant Profile Reports the details of Cohort 1 and 2 program participants including their key characteristics (e.g. gender, age, ATSI status), school name and location, and participation activities. The Reports must be delivered to the Department each year on or around the beginning of the program (see Section C and item E).

B.5 High quality leadership training and support

The Grantee must provide all program participants with high quality leadership training and support which develops the capabilities required for participants to become effective school leaders. Improving the pool of effective school leaders will help address shortages in the supply of leaders in regional and rural schools and improve the quality of school leadership.

At a minimum, all training and development opportunities must:

- be ongoing and regular throughout the duration of the program in each year in 2021 and 2022 and include a blend of face to face, online and practical learning modules
- be aligned with the Principal Standard, the *Leadership Profiles* and the Teacher Standards
- reflect best practice in school leadership in regional and rural schools, drawing on both Australian and international evidence
- include blended training options involving face-to-face and online training/learning components, including opportunities for program participants to undertake training/learning components away from the classroom
- include training/learning components tailored to the particular state/territory and local region in which the program participant's school is located
- provide opportunities for practical and hands-on leadership experience, including through acting opportunities, job shadowing, secondments or internships in either the program participant's school or another regional or rural school
- include mentoring and coaching to program participants delivered by experienced current or former school leaders, and
- provide program participants with access to peer networks to reflect on the training, their personal development and experiences.

The Grantee must also:

- explore the benefits and practicality of incorporating into the program accredited training and/or professional learning for program participants. This could include working in partnership with accredited training providers to deliver components of the program.
- consider how elements of the program might align with or satisfy a participant's professional learning entitlements, as set out by the relevant education authority.

B.6 Program design and implementation

B.7 Program costing

As part of the Program and Implementation Plan, the Grantee will provide a detailed costing outlining all the main cost items, their values, and the timeframes in which the costs will be incurred and/or expended over the duration of the Grant.

Unless otherwise agreed in writing with the Department, the Grantee can only spend the Grant funds on eligible activities:

- services outlined in this Agreement
- advertising and promotion of the program
- support for Partner Schools to provide release for program participants
- staff salaries and on costs that can be directly attributed to the program
- the development of resources and materials directly related to the program
- travel and accommodation within Australia for purposes directly and specifically related to the program
- venue hire, insurance, catering, marketing and promotion for events, seminars and workshops in relation to the program
- operating and administration expenses that can be directly attributed to the provision of the program such as telephones, computer, website, software, utilities, postage, stationery and printing, accounting and auditing, domestic travel and accommodation costs

- research and evaluation of the program and/or to explore options for future sustainability and ongoing viability of the program.

The following are ineligible activities for the purposes of the Grant:

- existing activities that may be considered the day-to-day corporate activities of the Grantee's organisation (e.g. updating your website content which is not related to the program)
- activities or programs that will be completed outside of Australia
- activities or programs that are undertaken prior to the commencement of the grant agreement
- overseas travel
- cross-subsidisation of existing programs or initiatives run by the Grantee's organisation.

The Grant cannot be used for the following costs:

- purchase of land
- major capital expenditure, without prior approval from the Department
- costs incurred in the preparation of a grant application or related documentation
- subsidy of general ongoing administration of an organisation such as electricity, phone and rent not directly attributed to the activity or program being delivered as part of the grant agreement
- major construction/capital works
- costs to attend and travel to conferences not specifically related to the program
- alcohol, gifts, hospitality and entertainment
- the provision of leadership training and development opportunities for graduate teachers, early career teachers with less than three years' teaching experience (or two years' teaching experience if in a middle leadership role), deputy principals, principals, or employees or sub-contractors of the Grantee.

B.8 Partner Schools

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B.9 Grantee's agreements with stakeholders

The Grantee must enter into written agreements with the following stakeholders involved in the delivery of the program. The stakeholders and contents of agreements are outlined in the table below:

Stakeholder	Purpose
<ul style="list-style-type: none"> Relevant Approved Authorities 	<ul style="list-style-type: none"> confirming permission to operate the program in their schools and any agreed obligations or expectations on the part of the Authorities, and if applicable, any financial contributions towards delivery of the program.
<ul style="list-style-type: none"> Partner Schools 	<ul style="list-style-type: none"> confirming authority to deliver the program in their schools and with their teachers, agreement to provide leadership opportunities to program participants during the program and any other obligations or expectations, and confirming necessary release time for program participants to undertake the program.
<ul style="list-style-type: none"> Program participants 	<ul style="list-style-type: none"> confirming expectations when undertaking the program (including disclosure of personal information to the Department)
<ul style="list-style-type: none"> Providers of accredited training 	<ul style="list-style-type: none"> outlining the training modules to be delivered and any other obligations (if applicable)

B.10 Governance Committee

The Grantee must convene a Governance Committee for the duration of the program. The functions of the Governance Committee are to be established in consultations with the Department but must, at minimum, include the following:

- monitor the program through periodic updates and progress reports
- provide guidance on the design and implementation of the program, including providing comment on reports such as the Recruitment and Selection Plan and the Program and Implementation Plan
- discuss and comment on Outcome Reports, and
- provide a forum for ongoing discussion and advice.

The Governance Committee must:

- have written Terms of Reference
- meet at least twice a year (either face to face or via telepresence)
- include, at a minimum, a representative from each of the Department, Teach For Australia, Relevant Approved Authorities and Peak Principal Associations.

The Grantee must provide the draft Terms of Reference for the Governance Committee to the Department for comment prior to finalising the membership and meeting schedule for the Governance Committee (in accordance with the timeframes at item E).

C. Duration of the Grant

The Activity starts on the date this Grant is executed.

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D. Payment of the Grant

Subject to completion of the agreed Milestones and compliance by the Grantee of its obligations under this Agreement, the total amount of the Grant is \$7.535 million (GST exclusive), to be paid over three years, as outlined below:

s 47G

The Grantee's nominated bank account into which the Grant is to be paid is

s 47G

The Grant will be paid by the Department upon completion of the agreed Milestones, and compliance by the Grantee with its obligations under this Agreement.

s 47G

Invoicing

Each payment will be made following submission by the Grantee of a correctly rendered invoice. To be correctly rendered, the invoice must include the following information:

- a) the words "tax invoice" stated prominently;
- b) the Grantee's full legal name and ABN;

- c) the Commonwealth's name and address;
- d) the date of issue of the tax invoice;
- e) the title of this Agreement;
- f) details of the Milestone/s to which the invoice relates;
- g) the total amount payable (including GST);
- h) the GST amount shown separately; and
- i) bank account details for the payment of the invoice by electronic funds transfer.

An invoice is not correctly rendered where it includes amounts that are not properly payable under this Agreement or are incorrectly calculated.

E. Reporting

The Grantee must create the following reports in the form specified and to provide the reports to the Commonwealth representative in accordance with the following:

s 47G

s 47G

F. Party representatives and address for notices

Grantee's representative and address

Grantee's representative name	Craig Comrie
Position	Director Government Relations and Fundraising
Postal/physical address(es)	Level 1, 103 Flinders Lane
Business hours telephone	(03) 8640 4500
Mobile	s 47F
E-mail	craig.comrie@teachforaustralia.org

Commonwealth representative and address

Name of representative	s 22
Position	
Postal/physical address(es)	50 Marcus Clarke Street, Canberra, 2601
Business hours telephone	s 22
Mobile	
E-mail	

The Parties' representatives will be responsible for liaison and the day-to-day management of the Grant, as well as accepting and issuing any written notices in relation to the Grant.

G. Activity Material

Activity Materials	Documents
TFA Alumni engagement	TFA Alumni strategy Alumni surveys Alumni database – associate and Teach To Lead
Finance	Budget planning tools Finance toolkits and formulas
Human Assets	Policies and procedures Job descriptions
Marketing	TFA promotional material including: <ul style="list-style-type: none"> - recruitment brochures - fundraising brochures - school brochures - annual reports

	<ul style="list-style-type: none"> - promotional videos - social media content - stakeholder distribution lists
Performance management	Performance and development framework Performance toolkits
LDP Placement process	Placement guidelines
Recruitment Strategy	Associate recruitment strategy Associate selection rubrics and process Teach to Lead recruitment strategy Teach to Lead selection rubrics and process
Teacher training	TFA LDP curriculum TFA LDP coaching framework TFA mentor development program curriculum Teach to Lead curriculum Teach to Lead leadership competency framework Professional development materials for associates, Teach to Lead fellows, TFA in school mentors
Website / online resources	TFA website Associate virtual platform Teach To Lead virtual platform

Supplementary Terms from Clause Bank

1. Other contributions

Not applicable.

2. Activity budget

Not applicable.

3. Intellectual property in Activity Material

CB3.1 The Grantee agrees, on request from the Commonwealth, to provide the Commonwealth with a copy of any Activity Material in the format reasonably requested by the Commonwealth.

CB3.1 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right to sub licence) to use, modify, communicate, reproduce, publish, and adapt the Activity Material as specified in the Grant Details for Commonwealth Purposes.

CB3.1 The Grantee warrants that the provision of Activity Material in accordance with the Agreement (and the use of specified Activity Material in accordance with clause CB3.2) will not infringe any third party's Intellectual Property Rights.

CB3.1 The Grantee will obtain written moral rights consents (other than in relation to acts of false attribution) from all authors of Reporting Material, and any Activity Material specified in the Grant Details to the use of that Material by the Commonwealth in accordance with this Agreement, prior to that Material being provided to the Commonwealth.

3A. Creative Commons licence

CB3A.1 The licence in clause 17 includes a right for the Commonwealth to licence the Reporting Material and any Activity Material specified in the Grant Details, to the public under a Creative Commons Attribution licence (CC BY licence).

4. Access/Monitoring/Inspection

Not applicable.

5. Equipment and assets

Not applicable.

6. Specified personnel

CB6.1 The Grantee must provide a detailed list of Specified Personnel to be involved in the Activity (Program) as part of the Program and Implementation Plan to be submitted to the Department for approval (see item B.6).

CB6.2 The Grantee must notify the Commonwealth as soon as practicable if Specified Personnel are unable to perform the work as required under this clause.

CB6.3 The Grantee must remove any personnel (including Specified Personnel, subcontractors, agents or volunteers) involved in the Activity at the request of the Commonwealth.

CB6.4 If clause CB6.2 or clause CB6.3 applies, the Grantee will provide replacement personnel acceptable to and at no additional cost to the Commonwealth at the earliest opportunity and without any interruption to the Grantee's compliance with its other obligations under this Agreement.

7. Relevant qualifications, checks, licences or skills

CB7.1 The Grantee must ensure that personnel performing work in relation to the Activity:

- (a) are appropriately qualified to perform the tasks indicated;

- (b) have obtained the required qualifications, licences, permits, approvals or skills before performing any part of the Activity; and
- (c) continue to maintain all relevant qualifications, licences, permits, approvals or skills for the duration of their involvement with the Activity.

8. Vulnerable persons

CB8.1 In this Agreement:

Criminal or Court Record: means any record of any Other Offence;

Other Offence: means, in relation to a person, a conviction, finding of guilt, on-the-spot fine for, or court order relating to:

- (a) an apprehended violence or protection order made against the person;
- (b) the consumption, dealing in, possession or handling of alcohol, a prohibited drug, narcotic or other prohibited substance;
- (c) violence against another person or the injury, but excluding the death, of another person; or (d) an attempt to commit a crime or offence, or to engage in any conduct or activity, described in paragraphs (a) to (c);

Police Check: means a formal inquiry made to the relevant police authority in each State or Territory and designed to obtain details of an individual's criminal conviction or a finding of guilt in all places (within and outside Australia) that the Grantee know the person has resided in;

Serious Offence: means:

- (a) a crime or offence involving the death of a person;
- (b) a sex-related offence or a crime, including sexual assault (whether against an adult or child); child pornography, or an indecent act involving a child;
- (c) fraud, money laundering, insider dealing or any other financial offence or crime, including those under legislation relating to companies, banking, insurance or other financial services; or (d) an attempt to commit a crime or offence described in (a) to (c);

Serious Record: means a conviction or any finding of guilt regarding a Serious Offence; and

Vulnerable Person: means an individual aged 18 years and above who is or may be unable to take care of themselves, or is unable to protect themselves against harm or exploitation for any reason, including age, physical or mental illness, trauma or disability, pregnancy, the influence, or past or existing use, of alcohol, drugs or substances or any other reason.

CB8.2 Before any person commences performing work on any part of the Activity that involves working or contact with a Vulnerable Person, the Grantee must:

- (a) obtain a Police Check for that person;
- (b) confirm that the person is not prohibited by any law from being engaged in a capacity where they may have contact with a Vulnerable Person;
- (c) comply with all State, Territory or Commonwealth laws relating the employment or engagement of persons in any capacity where they may have contact with a Vulnerable Person; and

(d) ensure that the person holds all licences or permits for the capacity in which they are to be engaged, including any specified in the Grant Details, and the Grantee must ensure that Police Checks and any licences or permits obtained in accordance with this clause CB8.2 remain current for the duration of their involvement in the Activity.

CB8.3 The Grantee must ensure that a person does not perform work on any part of the Activity that involves working or contact with a Vulnerable Person if a Police Check indicates that the person at any time has:

- (a) a Serious Record; or
- (b) a Criminal or Court Record and the Grantee has not conducted a risk assessment and determined that any risk is acceptable.

CB8.4 In undertaking a risk assessment under clause CB8.3, the Grantee must have regard to:

- (a) the nature and circumstances of the offence(s) on the person's Criminal or Court Record and whether the charge or conviction involved Vulnerable Persons;
- (b) whether the person's Criminal or Court Record is directly relevant to, or reasonably likely to impair the person's ability to perform, the role that the person will, or is likely to, perform in relation to the Activity;
- (c) the length of time that has passed since the person's charge or conviction and his or her record since that time;
- (d) the circumstances in which the person will, or is likely to, have contact with a Vulnerable Person as part of the Activity;
- (e) any other relevant matter, and must ensure it fully documents the conduct and outcome of the risk assessment.

CB8.5 The Grantee must notify the Commonwealth of any risk assessment it conducts under this clause and must provide the Commonwealth with copies of any relevant documentation on request.

CB8.6 If during the term a person involved in performing work on any part of the Activity that involves working or contact with a Vulnerable Person is:

- (a) charged with a Serious Offence or Other Offence, the Grantee must immediately notify the Commonwealth; or
- (b) convicted of a Serious Offence, the Grantee must immediately notify the Commonwealth and ensure that that person does not, from the date of the conviction, perform any work or role relating to the Activity.

9. Child safety

CB9.1 In this Agreement:

Child: means an individual(s) under the age of 18 years and Children has a similar meaning;

Child-Related Personnel: means officers, employees, contractors (including subcontractors), agents and volunteers of the Grantee involved with the Activity who as part of that involvement may interact with Children;

Legislation: means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority;

National Principles for Child Safe Organisations: means the National Principles for Child Safe Organisations, which have been endorsed in draft form by the Commonwealth Government (available at:

<https://www.humanrights.gov.au/nationalprinciples-child-safe-organisations>) and subsequently, from the time of their endorsement by the Council of Australian Governments, the final National Principles for Child Safe Organisations as published by the Australian Government;

Relevant Legislation: means Legislation in force in any jurisdiction where any part of the Activity may be carried out;

Working With Children Check or WWCC means the process in place pursuant to Relevant Legislation to screen an individual for fitness to work with Children.

Relevant checks and authority

CB9.2 The Grantee must:

- (a) comply with all Relevant Legislation relating to the employment or engagement of Child-Related Personnel in relation to the Activity, including all necessary Working With Children Checks however described; and
- (b) ensure that Working With Children Checks obtained in accordance with this clause CB9.2 remain current and that all Child-Related Personnel continue to comply with all Relevant Legislation for the duration of their involvement in the Activity.

National Principles for Child Safe Organisations and other action for the safety of Children

CB9.3 The Grantee agrees in relation to the Activity to:

- (a) implement the National Principles for Child Safe Organisations;
- (b) ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;
- (c) complete and update, at least annually, a risk assessment to identify the level of responsibility for Children and the level of risk of harm or abuse to Children;
- (d) put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required by this clause CB9.3;
- (e) provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:
 - (i) the National Principles for Child Safe Organisations;
 - (ii) the Grantee's risk management strategy required by this clause CB9.3;
 - (iii) Relevant Legislation relating to requirements for working with Children, including Working With Children Checks;
 - (iv) Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described; and
- (f) provide the Commonwealth with an annual statement of compliance with clauses CB9.2 and CB9.3, in such form as may be specified by the Commonwealth.

CB9.4 With reasonable notice to the Grantee, the Commonwealth may conduct a review of the Grantee's compliance with this clause CB9.

CB9.5 The Grantee must:

- (a) notify the Commonwealth of any failure to comply with this clause CB9;
- (b) co-operate with the Commonwealth in any review conducted by the Commonwealth of the Grantee's implementation of the National Principles for Child Safe Organisations or compliance with this clause CB9; and
- (c) promptly, and at the Grantee's cost, take such action as is necessary to rectify, to the Commonwealth's satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this clause CB9.

10. Commonwealth material, facilities and assistance

Not applicable.

11. Jurisdiction

This agreement is to be construed in accordance with, and any matter related to it is to be governed by, the law of the Australian Capital Territory.

12. Grantee trustee of trust

Not applicable.

13. Fraud

CB13.1 In this Agreement, Fraud means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

CB13.2 The Grantee must ensure its personnel and subcontractors do not engage in any Fraud in relation to the Activity.

CB13.3 If the Grantee becomes aware of:

- (a) any Fraud in relation to the performance of the Activity; or
- (b) any other Fraud that has had or may have an effect on the performance of the Activity;

then it must within 5 business days report the matter to the Commonwealth and all appropriate law enforcement and regulatory agencies.

CB13.4 The Grantee must, at its own cost, investigate any Fraud referred to in clause CB13.3 in accordance with the Australian Government Investigations Standards available at www.ag.gov.au.

CB13.5 The Commonwealth may, at its discretion, investigate any Fraud in relation to the Activity. The Grantee must cooperate and provide all reasonable assistance at its own cost with any such investigation.

CB13.6 This clause survives the termination or expiry of the Agreement.

14. Prohibited dealings

CB14.1 In this Agreement:

Listed Terrorist Organisation: means an organisation listed as a terrorist organisation pursuant to Division 102 of the Criminal Code Act 1995 (Cth). This list is available at:

<https://www.nationalsecurity.gov.au/Listedterroristorganisations/Pages/default.aspx>;

Consolidated List: means the list of all individuals and entities subject to targeted financial sanctions pursuant to the Charter of the United Nations Act 1945 (Cth) and the Autonomous Sanctions Act 2011 (Cth). This list is available at: <https://dfat.gov.au/internationalrelations/security/sanctions/Pages/consolidated-list.aspx>;

World Bank Listing of Ineligible Firms and Individuals: means the list of firms and individuals ineligible to be awarded a World Bank-financed contract.

This list is available at: <https://www.worldbank.org/en/projectsoperations/procurement/debarred-firms>.

CB14.2 The Grantee must take all reasonable steps to ensure that all individuals or entities involved in carrying out the Activity, including the Grantee itself and its officers, employees, contractors and agents:

- (a) are not directly or indirectly engaged in preparing, planning, assisting in or the doing of a terrorist act;
- (b) are not, and do not become a Listed Terrorist Organisation;
- (c) are not, and do not become listed on the Consolidated List;
- (d) are not, and do not become listed on the World Bank Listing of Ineligible Firms and Individuals;
- (e) are not owned or controlled by any individual or entity mentioned in the lists referred to in CB14.2 (b) to (d); and (f) do not provide direct or indirect support, resources or assets (including any Commonwealth funding) to any individual or entity associated with terrorism or mentioned in the lists referred to in CB14.2 (b) to (d).

CB14.3 The Grantee must inform the Commonwealth immediately if the Grantee discovers that the Grantee itself or any of its officers, employees, contractors or agents or any other individual or entity involved in carrying out the Activity may have contravened this clause CB14.

15. Anticorruption

CB15.1 In this Agreement:

Illegal or Corrupt Practice means directly or indirectly:

- (a) making or causing to be made, any offer, gift, payment, consideration or benefit of any kind to any party, or
- (b) receiving or seeking to receive, any offer, gift, payment, consideration or benefit of any kind from any party, as an inducement or reward in relation to the performance of the Activity, which would or could be construed as an illegal or corrupt practice.

CB15.2 The Grantee warrants that the Grantee, its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity have not, engaged in an Illegal or Corrupt Practice.

CB15.3 The Grantee agrees not to, and to take all reasonable steps to ensure that its officers, employees, contractors, agents and any other individual or entity involved in carrying out the Activity do not:

- (a) engage in an Illegal or Corrupt Practice; or
- (b) engage in any practice that could constitute the offence of bribing a foreign public official contained in section 70.2 of the Criminal Code Act 1995 (Cth).

CB15.4 The Grantee must inform the Commonwealth within five business days if the Grantee becomes aware of any activity as described in CB15.3 in relation to the performance of the Activity.

16. Step-in rights

Not applicable.

17. Grant Administrator

Not applicable.

18. Management Advisor

Not applicable.

19. Indemnities

CB19.1 The Grantee indemnifies the Commonwealth, its officers, employees and contractors against any claim, loss or damage arising in connection with the Activity.

CB19.2 The Grantee's obligation to indemnify the Commonwealth will reduce proportionally to the extent any act or omission involving fault on the part of the Commonwealth contributed to the claim, loss or damage

20. Compliance with Legislation and Policies

CB20.1 In this Agreement:

Legislation: means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority

CB20.2 The Grantee must comply with all Legislation applicable to its performance of this Agreement.

CB20.3 The Grantee agrees, in carrying out its obligations under this Agreement, to comply with any of the Commonwealth's policies as notified, referred or made available by the Commonwealth to the Grantee (including by reference to an internet site).

CB20.4 In carrying out the Activity, the Grantee must comply with the following applicable policies/laws:

- *Privacy Act 1988 and Australian Privacy Principles ('APPs')*
- *Workplace Gender Equality Act 2012*
- *Crimes Act 1914*
- *Competition and Consumer Act 2010*
- *Archives Act 1983; and*
- working with children requirements, including State and Territory legislation relating to working with children and vulnerable people.

21. Work Health and Safety

CB21.1 The Grantee must ensure that it complies at all times with all applicable work health and safety legislative and regulatory requirements and any additional work health and safety requirements set out in the Grant Details.

CB21.2 If requested by the Commonwealth, the Grantee must provide copies of its work health and safety management plans and processes and such other details of the arrangements it has in place to meet the requirements referred to in clause CB21.1.

CB21.3 When using the Commonwealth's premises or facilities, the Grantee must comply with all reasonable directions and procedures relating to work health and safety and security in effect at those premises or facilities, as notified by the Commonwealth or as might reasonably be inferred from the use to which the premises or facilities are being put.

22. Transition

Not applicable

23. Corporate Governance

CB23.1 In this Agreement:

Constitution means (depending on the context):

- (a) a company's, body corporate's or incorporated association's constitution, or equivalent documents, which (where relevant) includes rules and any amendments that are part of the constitution; (b) in relation to any other kind of body:
 - (i) the body's charter or memorandum; or
 - (ii) any instrument or law constituting or defining the constitution of the body or governing the activities of the body or its members.

CB23.2 The Grantee warrants that nothing in its Constitution conflicts with its obligations under this Agreement.

CB23.3 The Grantee agrees to provide a copy of its Constitution to the Commonwealth upon request and inform the Commonwealth whenever there is a change in the Grantee's Constitution, structure or management

23A. Incorporation Requirement

Not applicable.

24. Counterparts

Not applicable.

25. Employees Subject to SACS Decision

Not applicable.

Signatures

Executed as an agreement:

Commonwealth:

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Education, Skills and Employment	s 22
Name: (print)	s 22
Position: (print)	s 22
Signature and date:	27 March 2020
Witness Name: (print)	s 22
Signature and date:	27/3/2020

Grantee:

Name of Company:	Teach For Australia 27 133 833 762
Director's Name: (print)	Melodie Potts Rosevear, CEO
Signature and date:	s 47F 26.03.2020
Director/Company Secretary Name: (print)	Angela Taylor, CFO and Company Secretary
Signature and date:	s 47F 26.03.2020

Schedule 1: Commonwealth Standard Grant Conditions

1. Undertaking the Activity

1.1 The Grantee must undertake the Activity for the purpose of the Grant in accordance with this Agreement.

1.2 The Grantee is fully responsible for the Activity and for ensuring the performance of all its obligations under this Agreement in accordance with all relevant laws. The Grantee will not be relieved of that responsibility because of:

- (a) the grant or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth; or
- (b) any payment to, or withholding of any payment from, the Grantee under this Agreement.

2. Payment of the Grant

2.1 The Commonwealth must pay the Grant to the Grantee in accordance with the Grant Details.

2.2 Notwithstanding any other provision of this Agreement, the Commonwealth may by notice withhold payment of any amount of the Grant and/or take any other action specified in the Supplementary Terms if it reasonably believes that:

- (a) the Grantee has not complied with this Agreement;
- (b) the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) there is a serious concern relating to the Grantee or this Agreement that requires investigation.

2.3 A notice under clause 2.2 will contain the reasons for any action taken under clause 2.2 and, where relevant, the steps the Grantee can take to address those reasons.

2.4 The Commonwealth will only be obliged to pay a withheld amount once the Grantee has addressed the reasons contained in a notice under clause 2.2 to the Commonwealth's reasonable satisfaction.

3. Acknowledgements

3.1 The Grantee agrees not to make any public announcement, including by social media, in connection with the awarding of the Grant without the Commonwealth's prior written approval.

3.2 The Grantee must acknowledge the Commonwealth's support in all Material, publications and promotional and advertising materials published in connection with this Agreement. The Commonwealth may notify the Grantee of the form of acknowledgement that the Grantee is to use.

3.3 The Grantee agrees not to use the Commonwealth Coat of Arms in connection with the Grant or the Activity without the Commonwealth's prior written approval.

4. Notices

4.1 Each Party must promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of the Activity, management of the Grant or its performance of any of its other requirements under this Agreement.

4.2 A notice given by a Party under this Agreement must be in writing and addressed to the other Party's representative as set out in the Grant Details or as most recently updated by notice given in accordance with this clause.

4.3 A notice is deemed to be effected:

- (a) if delivered by hand - upon delivery to the relevant address;
- (b) if sent by post - upon delivery to the relevant address;
- (c) if transmitted electronically - upon actual receipt by the addressee.

4.4 A notice received after 5.00 pm, or on a day that is a Saturday, Sunday or public holiday, in the place of receipt, is deemed to be effected on the next day that is not a Saturday, Sunday or public holiday in that place.

5. Relationship between the Parties

A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

6. Subcontracting

6.1 The Grantee is responsible for the performance of its obligations under this Agreement, including in relation to any tasks undertaken by subcontractors.

6.2 The Grantee must make available to the Commonwealth the details of any of its subcontractors engaged to perform any tasks in relation to this Agreement upon request.

7. Conflict of interest

7.1 Other than those which have already been disclosed to the Commonwealth, the Grantee warrants that, to the best of its knowledge, at the date of this Agreement neither it nor its officers have any actual, perceived or potential conflicts of interest in relation the Activity.

7.2 If during the term of the Agreement, any actual, perceived or potential conflict arises or there is any material change to a previously disclosed conflict of interest, the Grantee must:

- (a) notify the Commonwealth promptly and make full disclosure of all relevant information relating to the conflict; and
- (b) take any steps the Commonwealth reasonably requires to resolve or otherwise deal with that conflict.

8. Variation, assignment and waiver

8.1 This Agreement may be varied in writing only, signed by both Parties.

8.2 The Grantee cannot assign its obligations, and agrees not to assign its rights, under this Agreement without the Commonwealth's prior approval.

8.3 The Grantee agrees not to enter into negotiations with any other person for the purposes of entering into an arrangement that will require novation of, or involve any assignment of rights under, this Agreement without first consulting the Commonwealth.

8.4 A waiver by a Party of any of its rights under this Agreement is only effective if it is in a signed written notice to the other Party and then only to the extent specified in that notice.

9. Taxes, duties and government charges

9.1 The Grantee must pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Agreement, except as provided by this Agreement.

9.2 If Goods and Services Tax (GST) is payable by a supplier on any supply made under this Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under this Agreement.

9.3 The Parties acknowledge and agree that they each:

- (a) are registered for GST purposes;
- (b) have quoted their Australian Business Number to the other; and
- (c) must notify the other of any changes to the matters covered by this clause.

9.4 The Grantee agrees that the Commonwealth will issue it with a recipient created tax invoice for any taxable supply it makes under this Agreement.

9.5 The Grantee agrees not to issue tax invoices in respect of any taxable supplies.

9.6 If the Grantee is not, or not required to be, registered for GST, then:

- (a) clauses 9.3(a), 9.4 and 9.5 do not apply; and
- (b) the Grantee must notify the Commonwealth in writing within 7 days of becoming registered for GST if during the term of the Agreement it becomes, or is required to become, registered for GST.

10. Spending the Grant

10.1 The Grantee must spend the Grant for the purpose of performing the Activity and otherwise in accordance with this Agreement.

10.2 Within the timeframe specified by the Commonwealth (and if no timeframe is specified, three months) after the Activity's Completion Date, and each 12 month anniversary of the Activity's start date during the term of the Activity, the Grantee must provide the Commonwealth with an independently audited financial acquittal report verifying that the Grant has been spent in accordance with this Agreement.

10.3 The reports under clause 10.2 must be audited by:

- (a) a Registered Company Auditor under the *Corporations Act 2001*; or
- (b) a certified Practising Accountant; or
- (c) a member of the National Institute of Accountants; or
- (d) a member of the Institute of Chartered Accountants;

who is not a principal member, shareholder, officer or employee of the Grantee or a related body corporate.

11. Repayment

11.1 If any amount of the Grant:

- (a) has been spent other than in accordance with this Agreement; or
 - (b) is additional to the requirements of the Activity;
- then the Commonwealth may by written notice:
- (c) require the Grantee to repay that amount to the Commonwealth;
 - (d) require the Grantee to deal with that amount as directed by the Commonwealth; or
 - (e) deduct the amount from subsequent payments of the Grant or amounts payable under another agreement between the Grantee and the Commonwealth.

11.2 If the Commonwealth issues a notice under this Agreement requiring the Grantee to repay a Grant amount:

- (a) the Grantee must do so within the time period specified in the notice;
- (b) the Grantee must pay interest on any part of the amount that is outstanding at the end of the time period specified in the notice until the outstanding amount is repaid in full; and
- (c) the Commonwealth may recover the amount and any interest under this Agreement as a debt due to the Commonwealth without further proof of the debt being required.

12. Record keeping

12.1 The Grantee must keep financial accounts and other records that:

- (a) detail and document the conduct and management of the Activity;
- (b) identify the receipt and expenditure of the Grant [and any Other Contributions] separately within the Grantee's accounts and records so that at all times the Grant is identifiable;
- (c) enable all receipts and payments related to the Activity to be identified and reported.

12.2 The Grantee must keep the records for five years after the Completion Date or such other time specified in the Grant Details and provide copies of the records to the Commonwealth upon request.

13. Reporting

13.1 The Grantee must provide the Reporting Material specified in the Grant Details to the Commonwealth.

13.2 In addition to the obligations in clause 13.1, the Grantee must:

- (a) liaise with and provide assistance and information to the Commonwealth as reasonably required by the Commonwealth; and

(b) comply with the Commonwealth's reasonable requests, directions and monitoring requirements, in relation to the Activity and any Commonwealth review or evaluation of it.

13.3 If the Commonwealth acting reasonably has concerns regarding the performance of the Activity or the management of the Grant, the Commonwealth may by written notice require the Grantee to provide one or more additional reports, containing the information and by the date(s), specified in the notice.

13.4 If, at any time, a Party reasonably believes that the Activity is unlikely to fully meet the purpose of the Grant, or there are Activity risks that need to be addressed, that Party may provide written notice to the other Party setting out its reasons for that belief and proposing steps that could be taken to better achieve that purpose or address those risks. The Parties agree to work co-operatively to:

- (a) consider, and negotiate in good faith, any change proposed under this clause 13.4; and
- (b) implement any such change that is agreed by the Parties by executing a variation to this Agreement under clause 8.1.

13.5 Except to the extent the Parties agree a variation under clause 8.1, clause 13.4 does not limit any of a Party's other rights under this Agreement.

13.6 The Grantee acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under the *Criminal Code Act 1995* (Cth).

14. Privacy

14.1 When dealing with Personal Information in carrying out the Activity, the Grantee agrees:

- (a) to comply with the requirements of the *Privacy Act 1988* (Cth);
- (b) not to do anything which, if done by the Commonwealth, would be a breach of an Australian Privacy Principle;
- (c) to ensure that any of the Grantee's subcontractors or personnel who deal with Personal Information for the purposes of this Agreement are aware of the requirements of the *Privacy Act 1988* (Cth) and the Grantee's obligations under this clause;
- (d) to immediately notify the Commonwealth if the Grantee becomes aware of an actual or possible breach of this clause by the Grantee or any of the Grantee's subcontractors or personnel.

15. Confidentiality

15.1 The Parties agree not to disclose each other's confidential information without the other Party's prior written consent unless required or authorised by law or Parliament to disclose.

15.2 The Commonwealth may disclose the Grantee's confidential information where;

- (a) the Commonwealth is providing information about the Activity or Grant in accordance with Commonwealth accountability and reporting requirements;
- (b) the Commonwealth is disclosing the information to a Minister of the Australian Government, a House or Committee of the Commonwealth Parliament; or
- (c) the Commonwealth is disclosing the information to its personnel or another Commonwealth agency where this serves the Commonwealth's legitimate interests.

16. Insurance

16.1 The Grantee must maintain adequate insurance for as long as any obligations remain in connection with this Agreement and provide proof of insurance to the Commonwealth upon request.

17. Intellectual property

17.1 The Grantee owns the Intellectual Property Rights in Material created by the Grantee as a result of undertaking the Activity.

17.2 The Grantee provides the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence to use, modify, communicate, reproduce, publish, adapt and sub-license the Reporting Material for Commonwealth Purposes.

17.3 The licence in clause 17.2 does not apply to Activity Material.

17.4 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

18. Dispute resolution

18.1 The Parties agree not to initiate legal proceedings in relation to a dispute arising under this Agreement unless they have first tried and failed to resolve the dispute by negotiation.

18.2 Unless clause 18.3 applies, the Parties agree to continue to perform their respective obligations under this Agreement when a dispute exists.

18.3 The Parties may agree to suspend performance of the Agreement pending resolution of the dispute.

18.4 Failing settlement by negotiation in accordance with clause 18.1, the Parties may agree to refer the dispute to an independent third person with power to intervene and direct some form of resolution, in which case the Parties will be bound by that resolution. If the Parties do not agree to refer the dispute to an independent third person, either Party may initiate legal proceedings.

18.5 Each Party will bear their own costs in complying with this clause 18, and the Parties will share equally the cost of any third person engaged under clause 18.4.

18.6 The procedure for dispute resolution under this clause does not apply to any action relating to termination, cancellation or urgent interlocutory relief.

19. Reduction, Suspension and Termination

19.1 Reduction in scope of agreement for fault

19.1.1 If the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy, or if the Grantee has failed to comply with a notice to remedy, the Commonwealth may by written notice reduce the scope of the Agreement.

19.1.2 The Grantee agrees, on receipt of the notice of reduction, to:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice;
- (b) take all available steps to minimise loss resulting from the reduction;
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth;
- (d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

19.1.3 In the event of reduction under clause 19.1.1, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

19.2 Suspension

19.2.1 If:

- (a) the Grantee does not comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is capable of remedy;
- (b) the Commonwealth reasonably believes that the Grantee is unlikely to be able to perform the Activity or manage the Grant in accordance with this Agreement; or
- (c) the Commonwealth reasonably believes that there is a serious concern relating to the Grantee or this Agreement that requires investigation;

the Commonwealth may by written notice:

- (d) immediately suspend the Grantee from further performance of the Activity (including expenditure of the Grant); and/or

(e) require that the non-compliance or inability be remedied, or the investigation be completed, within the time specified in the notice.

19.2.2 If the Grantee:

(a) remedies the non-compliance or inability specified in the notice to the Commonwealth's reasonable satisfaction, or the Commonwealth reasonably concludes that the concern is unsubstantiated, the Commonwealth may direct the Grantee to recommence performing the Activity; or

(b) fails to remedy the non-compliance or inability within the time specified, or the Commonwealth reasonably concludes that the concern is likely to be substantiated, the Commonwealth may reduce the scope of the Agreement in accordance with clause 19.1 or terminate the Agreement immediately by giving a second notice in accordance with clause 19.3.

19.3 Termination for fault

19.3.1 The Commonwealth may terminate this Agreement by notice where the Grantee has:

- (a) failed to comply with an obligation under this Agreement and the Commonwealth believes that the non-compliance is incapable of remedy or where clause 19.2.2.b applies; or
- (b) provided false or misleading statements in relation to the Grant; or
- (c) become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

19.3.2 The Grantee agrees, on receipt of the notice of termination, to:

- (a) stop the performance of the Grantee's obligations;
- (b) take all available steps to minimise loss resulting from the termination; and
- (c) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20. Cancellation or reduction for convenience

20.1 The Commonwealth may cancel or reduce the scope of this Agreement by notice, due to:

- (a) a change in government policy; or
- (b) a Change in the Control of the Grantee which the Commonwealth reasonably believes will negatively affect the Grantee's ability to comply with this Agreement.

20.2 On receipt of a notice of reduction or cancellation under this clause, the Grantee must:

- (a) stop or reduce the performance of the Grantee's obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that reduction or cancellation; and
- (c) continue performing any part of the Activity or the Agreement not affected by the notice if requested to do so by the Commonwealth;
- (d) report on, and return any part of, the Grant to the Commonwealth, or otherwise deal with the Grant, as directed by the Commonwealth.

20.3 In the event of reduction or cancellation under this clause, the Commonwealth will be liable only to:

- (a) pay any part of the Grant due and owing to the Grantee under this Agreement at the date of the notice; and
- (b) reimburse any reasonable and substantiated expenses the Grantee unavoidably incurs that relate directly and entirely to the reduction in scope or cancellation of the Agreement.

20.4 In the event of reduction, the amount of the Grant will be reduced in proportion to the reduction in the scope of the Agreement.

20.5 The Commonwealth's liability to pay any amount under this clause is:

- (a) subject to the Grantee's compliance with this Agreement; and

(b) limited to an amount that when added to all other amounts already paid under the Agreement will not exceed the total amount of the Grant.

20.6 The Grantee will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on the Grantee but for the cancellation or reduction in scope of the Agreement under clause 20.1.

20.7 The Commonwealth will act reasonably in exercising its rights under this clause.

21. Survival

The following clauses survive termination, cancellation or expiry of this Agreement:

- clause 10 (Spending the Grant)
- clause 11 (Repayment);
- clause 12 (Record keeping)
- clause 13 (Reporting)
- clause 14 (Privacy);
- clause 15 (Confidentiality);
- clause 16 (Insurance)
- clause 17 (Intellectual property);
- clause 19 (Reduction, Suspension and Termination);
- clause 21 (Survival);
- clause 22 Definitions;
- Item CB3 (Intellectual Property in Activity Material)
- Item CB3.A (Creative Commons licence)
- Item CB13 (Fraud)
- Item CB14 (Prohibited Dealings)
- Item CB15 (Anticorruption); and
- Any other clause which expressly or by implication from its nature is meant to survive.

22. Definitions

In this Agreement, unless the contrary appears:

- **Activity** means the activity described in the Grant Details and includes the provisions of the Reporting Material.
- **Activity Completion Date** means the date or event specified in the Grant Details.
- **Activity Material** means any Material, other than Reporting Material, created or developed by the Grantee as a result of the Activity and includes any Existing Material that is incorporated in or supplied with the Activity Material.
- **Agreement** means the Grant Details, Supplementary Terms (if any), the Commonwealth Standard Grant Conditions and any other document referenced or incorporated in the Grant Details.
- **Australian Privacy Principle** has the same meaning as in the *Privacy Act 1988*.
- **Change in the Control** means any change in any person(s) who directly exercise effective control over the Grantee.
- **Commonwealth** means the Commonwealth of Australia as represented by the Commonwealth entity specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth Purposes** includes the following:
 - a. the Commonwealth verifying and assessing grant proposals, including a grant application;
 - b. the Commonwealth administering, monitoring, reporting on, auditing, publicising and evaluating a grant program or exercising its rights under this Agreement;
 - c. the Commonwealth preparing, managing, reporting on, auditing and evaluating agreements, including this Agreement;
 - d. the Commonwealth developing and publishing policies, programs, guidelines and reports, including Commonwealth annual reports;
 but in all cases:
 - e. excludes the commercialisation (being for-profit use) of the Material by the Commonwealth.
- **Commonwealth Standard Grant Conditions** means this document.
- **Completion Date** means the date or event specified in the Grant Details.
- **Existing Material** means Material developed independently of this Agreement.
- **Grant** means the money, or any part of it, payable by the Commonwealth to the Grantee for the Activity as specified in the Grant Details and includes any interest earned by the Grantee on that money.
- **Grantee** means the legal entity other than the Commonwealth specified in the Agreement and includes, where relevant, its officers, employees, contractors and agents.
- **Grant Details** means the document titled Grant Details that forms part of this Agreement.
- **High Achieving Teachers** means teachers with a minimum three years experience teaching in an Australian school and who have been endorsed by their Principal as having leadership aspirations and potential and who have the capacity to benefit from participation in the program. High Achieving Teachers may or may not have leadership responsibilities or be a Middle Level Leader
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Key Stakeholders** means Relevant Approved Authorities, eligible Partner Schools, Peak Principal Associations.
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.

- **Middle Leader or Leadership** means teachers who are in middle leadership positions including, but not restricted to, executive teachers, heads of department, curriculum leaders or a certified Highly Accomplished and Lead Teachers (HALT)
- **Party** means the Grantee or the Commonwealth.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Records** includes documents, information and data stored by any means and all copies and extracts of the same.
- **Relevant Approved Authority** means:
 - For any government school which employs a program participant, the state or territory in which the school is located.
 - For any non-government school which employs a program participant, the body corporate approved by the Minister for Education as the approved authority for the school under the Australian Education Act 2013.
- **Reporting Material** means all Material which the Grantee is required to provide to the Commonwealth for reporting purposes as specified in this Agreement, including the Grant Details, and includes any Existing Material that is incorporated in or supplied with the Reporting Material.
- **Partner Schools** means Schools in which program participants work or schools offering leadership opportunities to program participants
- **Peak Principal Associations** includes, at minimum, the Australian Primary Principals' Association and the Australian Secondary Principals' Association. May also include the Australian Special Education Principals' Association (ASEPA) and the National Aboriginal and Torres Strait Islander Principals Association (NATSIPA).



Australian Government
Department of Education

Heath Ducker
Teach For Australia
Level 1, 103 Flinders Lane
Melbourne VIC 3000

Department of Education
PO Box 9880
Canberra
ACT 2601s
25 November 2022

Dear Heath

Letter of Variation

You entered into an agreement with the Commonwealth on 27 March 2020 (the 'Agreement') in relation to a grant under the Future Leaders Program pilot (the 'Grant').

The Commonwealth proposes to vary the terms of the Agreement with effect from 1 December 2022. The Schedule to this letter shows the proposed amendments to the Agreement.

We confirm that other than these amendments, all the other provisions of the Agreement remain in full force and effect.

To accept these amendments to the Agreement, please sign and return a scanned copy of this letter to the address below by 29 November 2022, otherwise this offer will lapse.

Please email a scanned copy of the signed letter to:

s 22

If you have any questions regarding this variation, please contact ^{s 22} at ^{s 22}

Yours sincerely

s 22

Teaching Branch
25 November 2022

Signatures

Executed as a deed:

Teach for Australia, ABN 27133833762 (the 'Grantee') agrees to vary the Agreement as outlined in this Letter of Variation and the attached Schedule.

Grantee:

[If Grantee is a Company]

Full legal name of Grantee:	Signed, sealed and delivered for and on behalf of Teach for Australia, ABN 27133833762
Director's Name: (print) Signature and date:	Melodie Potts Rosevear s 47F 28/11/2022
Director/Company Secretary Name: (print) Signature and date:	Katrina McBeath s 47F 28/11/2022

Commonwealth:

Signed, sealed and delivered for and on behalf of the Commonwealth of Australia as represented by the Department of Education	
Name: (print) Position: (print) Signature and date:	s 22 28/11/2022
Witness Name: (print) Signature and date:	s 22 28/11/2022

Schedule

s 47G

3. The final paragraph in Item B.4 Recruitment and selection of program participants:

When final, the Grantee must provide to the Department in the form of Participant Profile Reports the details of Cohort 1 and 2 program participants including their key characteristics (e.g. gender, age, ATSI status), school name and location, and participation activities. The Reports must be delivered to the Department each year on or around the beginning of the program (see Section C and item E).

is deleted and replaced with:

The Grantee must provide to the Department in the form of Participant Profile Reports the details of Cohort 1, 2 and 3 program participants including their key characteristics (e.g. gender, age, ATSI status), school name and location, and participation activities. The Reports must be delivered to the Department each year on or around the beginning of the program (see Items C and E).

4. The first bullet point under Item B.5 High quality leadership training and support:

- be ongoing and regular throughout the duration of the program in each year in 2021 and 2022 and include a blend of face to face, online and practical learning modules

is deleted and replaced with:

- be ongoing and regular throughout the duration of the program in each year in 2021, 2022 and 2023 and include a blend of face to face, online and practical learning modules.

s 47G

7. The Activity Schedule in Item C. Duration of the Grant is deleted and replaced with the following:

s 47G

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s 47G

9. Under Item F. Party representatives and address for notices:

Grantee's representative and address

Grantee's representative name	Craig Comrie
Position	Director Government Relations and Fundraising
Postal/physical address(es)	Level 1, 103 Flinders Lane
Business hours telephone	(03) 8640 4500
Mobile	s 47G
E-mail	craig.comrie@teachforaustralia.org

Commonwealth representative and address

Name of representative	s 22	_____
Position		_____
Postal/physical address(es)	50 Marcus Clarke Street, Canberra, 2601	
Business hours telephone	s 22	_____
Mobile		_____
E-mail		_____

is deleted and replaced with:

Grantee's representative and address

Grantee's representative name	Heath Ducker
Position	Director, Government Relations and Media
Postal/physical address(es)	Level 1, 103 Flinders Lane, Melbourne, Victoria
Business hours telephone	+61 3 8640 4500
Mobile	s 47F
E-mail	

Commonwealth representative and address

Name of representative	s 22
Position	
Postal/physical address(es)	50 Marcus Clarke Street, Canberra, 2601
Business hours telephone	s 22
Mobile	
E-mail	