



**New South Wales Government**  
Department of Premier and Cabinet

**SAMPLE**

Panel of Registered Group Training Organisations

**DEED OF AGREEMENT**  
Between

The Department of Premier and Cabinet

**AND**

[Insert name]

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## 1. THE PARTIES

This DEED OF AGREEMENT is made:

BETWEEN: The NSW Department of Premier and Cabinet ('the Department')  
ABN: 34 945 244 274  
AND: [insert name] ('the Provider')  
ABN: [insert ABN number]

## 2. BACKGROUND

A key component of the NSW Government's job strategy is the employment of a minimum of 1,000 new apprentices each year, for the next four years, through government funded initiatives.

Premier's Memorandum 2009-07, issued in March, requires apprentices to be recruited and hosted by public sector agencies. Agencies will be responsible for ensuring that contractors comply with the requirements of the *Training Management Guidelines*, including requisite supervising tradesmen ratios and support for apprentices to meet their ongoing vocational training needs.

A number of NSW public sector agencies already use the services of group training organisations to employ and manage apprentices and trainees. These arrangements are expected to continue, and increase as more agencies engage group training organisations to help them meet the Premier's requirements to employ and host new apprentices.

As the lead agency for NSW public sector employment and management the Department of Premier and Cabinet is establishing a panel of registered group training organisations (GTOs) to:

- 1) streamline the procurement process for engaging group training services across the NSW public sector; and
- 2) identify a group of GTOs which can support agencies in meeting the NSW Premier's requirements. This means, in addition to providing core group training services, having the capacity and capability to administer, co-ordinate and report on the employment and deployment of apprentices on government funded projects on behalf of agencies.

## 3. DEFINITIONS

Agency includes NSW Government departments, statutory authorities, statutory corporations, and government business enterprises. The terms 'government agencies', 'agency' or 'agencies' are used interchangeably in this document.

Agreement refers to this Deed of Agreement.

Apprentice is any person engaged in formal apprenticeship or traineeship as provided for in NSW vocational education and training legislation.

Contractor is any person or company responsible for the performing specific work under a contract.

Individual agency agreements or individual agreements are contracts drawn up between individual agencies and Service Providers outlining services to be provided, service performance levels and fees to be charged, where applicable.

Panel is the Panel of Registered Group Training Organisations.

Premier is the New South Wales Premier.

Service Provider is a person, or company, which has applied for, and been granted inclusion on the Panel.

Subcontractor is any person or company that provides a service and/or product to a contractor and/or subcontractor.

Training Management Plans include Enterprise and Project Training Management Plans as set out in the *Training Management Guidelines* – February 2009. Information contained in these plans include: total workforce and trade workforce size; subcontractors engaged on the project; and apprentice and training targets.

## 4. OPERATIVE PROVISIONS

### MUTUAL AGREEMENT

The Provider agrees to participate in good faith and co-operate with the Department to provide the group training services to NSW Government agencies in accordance with this Agreement.

#### 4.1 DEPARTMENT OF PREMIER AND CABINET

4.1.1 The Department of Premier and Cabinet (the Department) will maintain a current list of group training organisations deemed to be qualified according to conditions set out in the document *Panel Conditions: Registered Group Training Organisations*.

4.1.2 The Department will monitor the operation of the Panel to ensure that the objectives and intent of the Panel are met. Changes may be made to the Panel at the Department's discretion during the life of the Panel.

#### 4.2 GOVERNMENT AGENCIES

4.2.1 Agencies may engage one or more Service Providers from the Panel to employ and manage the placement of apprentices on government funded projects on its behalf.

4.2.2 Agencies and Service Provider(s) will enter into a separate individual agency agreement for each engagement.

4.2.3 Individual agency agreements should include description of services to be performed, service performance levels and a statement of fees to be charged for that engagement, where applicable.

4.2.4 Service requirements, other than those described in Clause 4.3.2 and Schedule 2, and performance levels will be negotiated with the Service Provider(s) and described in individual agency agreements.

4.2.5 When new contracts are established as part of capital and maintenance programs, agencies will provide details of Contractor to the chosen Service Provider for a compliance review on apprenticeship requirements under the *NSW Training Management Guidelines*. Details will include: contractor contact details; type of work undertaken; number of subcontractors engaged and number of tradespeople employed on the project.

4.2.6 Agencies may provide the Provider with copies of the (contractor) Enterprise/Project Training Management Plans, submitted with the tender according to *Training Management Guidelines*, where appropriate.

#### 4.3 PROVIDER RESPONSIBILITY

##### *Registration*

4.3.1 The Provider must maintain registration as a group training organisation under the *NSW Apprenticeship and Traineeship Act 2001* and comply with the National Standards for Group Training Organisations.

##### *Services*

4.3.2 In addition to core group training activities as set out in *Schedule 1: Core group training services*, the Provider will undertake the following services according to *Schedule 2: Service terms and fees*.

Service	Description
<i>Training Management Audit and Needs assessment</i>	<p>Undertake a review of Principal Contractor/Contractor capacity and compliance with apprenticeship requirements under the <i>Training Management Guideline (TMG)</i>, on behalf of an Agency.</p> <p>Report back to the Agency on Contractor non-/compliance with TMG requirements.</p> <p>This will include:</p> <ul style="list-style-type: none"> <li>- Compliance with apprentice and training targets for the project, based on a ratio of one apprentice to every four supervising tradespeople;</li> <li>- Training Contract Identification Numbers of those actual apprentices and trainees employed by the contractor and sub-contractors as part of the project;</li> <li>- Indication of compliance on-the-job training requirements; and</li> <li>- Indication of compliance with vocational training requirements.</li> </ul>
<i>Placement</i>	<p>In the event of non-compliance the GTO will assess Contractor needs to comply and, where necessary, approach Contractor or subcontractors to place apprentices onto projects at a ratio of one apprentice to every four tradespeople.</p>
<i>Administration &amp; record keeping</i>	<p>Collect, collate and maintain information on apprentices employed and deployed to 'host employers'. That is, placed with contractors on behalf of agencies. Monitor progress on apprentice targets and contractor compliance with the TMG, including on-the-job training and compliance with vocational training requirements.</p>
<i>Reporting to agency</i>	<p>Provide monthly reports to Agency on details of apprentices employed and placed with contractors to comply with TMG.</p>

4.3.3 The Provider must enter into a separate agreement with individual agencies for each engagement.

- 4.3.4 The Provider will provide the services set out in Clause 4.3.2 and individual agency agreements according to the terms, conditions and fees set out in Schedule 2 of this Agreement and by individual agreements.
- 4.3.5 The Provider must perform in a diligent manner and to the standard of skill and care expected of a Service Provider qualified, competent and experienced in the provision of services set out in Schedules 1 and 2.
- 4.3.6 The Provider must ensure that all personnel used by it in connection with the services set out in Schedules 1 and 2 are appropriately qualified, competent and experienced in the provision of services of the nature set out in the two Schedules.

*Recruitment branding*

- 4.3.7 All recruitment and publicity materials related to the employment of apprentices under the NSW Government Apprenticeship Program and this Agreement must carry the NSW Government logo.

*Access to records*

- 4.3.8 The Provider must liaise, co-operate and confer with Agencies, their representatives, contractors and sub-contractors in the collection of information required by Agencies. In doing so, it must not act outside the scope conferred on it by this Agreement and individual agency agreement(s).

*Confidentiality*

- 4.3.9 The Provider must protect and keep safe and secure all materials provided by the Department, Agencies, their contractors and sub-contractors.
- 4.3.10 The Provider agrees to use confidential information for the purpose of providing the Services outlined in this Agreement and for no other purpose. It must not disclose any confidential information to any person not authorised by the Department or Agencies with which it has a contractual arrangement.
- 4.3.11 Notwithstanding Clause 4.3.10, the Provider may disclose confidential information to its officers and employees where such disclosure is essential to carrying out their duties in accordance with this Agreement.
- 4.3.12 The Provider shall return all records containing confidential information to the Agency immediately on:
- a) the termination or expiry of the individual agency agreement;
  - b) the termination of this Agreement;
  - c) closure of the provider's business;
  - d) demand by the relevant Agency.

*Privacy and disclosure of personal information*

- 4.3.13 Where the Provider has access to personal information which readily identifies a person – such as, name, training contract identification, address, age, education standards/qualifications, employment history, health information – in order to fulfil its obligations under this Agreement it must:

- a) ensure that personal information is protected against loss, unauthorised access, use modification or disclosure and other misuse;
- b) not use personal information other than for the purposes of this Agreement, unless required or authorised by law;
- c) ensure that only authorised personnel have access to personal information; and
- d) indemnify the Department for any liability arising from a breach by the Provider of this clause notwithstanding any other provisions of this Agreement.

*Reports and deliverables*

4.3.14 The Provider will report to the relevant agency(ies) on a monthly basis on the employment, deployment and training progress of apprentices. The reports must also include specific deliverables according to terms negotiated as part of individual agency agreements.

*Conflict of interest*

4.3.15 The Provider undertakes that at the date of this Agreement, no conflict of interest exists or is likely to arise in the performance of the services under this Agreement.

4.3.16 The Provider must notify the Department, in writing, immediately upon becoming aware of the existence, or possibility, of a conflict of interest.

4.3.17 On receipt of a notice under Clause 4.3.16, the Department may:

- a) approve the Provider continuing to perform the services under this Agreement, subject to reasonable conditions to ensure appropriate management of the conflict; or
- b) exercise its right of termination under this Agreement, where in the Department's view the conflict of interest cannot be appropriately managed.

*Subcontracting and assignment*

4.3.18 The Provider must not assign or subcontract any part of the services outlined in Clause 4.3.2 and Schedule 1 of this Agreement without the prior written approval of the Department.

*Compliance with laws*

4.3.19 The provider will comply with all State and Commonwealth laws which may in any way relate to the performance of the Provider's obligations under this Agreement and must not do, or permit to be done, any act which may conflict with these laws.

*Disclosure obligations*

4.3.20 The Provider must immediately inform the Department, in writing, of any:

- a) changes in capacity or capability to deliver the services outlined in Clause 4.3.2 and Schedule 1 of this Agreement; or
- b) changes in financial capacity, capability or ownership; or
- c) convictions of a breach of obligations under NSW occupational health and safety legislation, child protection legislation, industrial relations or environmental protection legislation.

4.3.21 On receipt of notice under Clause 4.3.20, the Department may:

- a) approve the Provider continuing to perform services under this Agreement; or
- b) exercise its right of termination under this Agreement and in accordance with Clause 3.8 of the *Panel Conditions: Registered Group Training Organisations*.

#### *Insurances*

4.3.22 The Provider shall ensure that they maintain:

- a) a public liability insurance to the value of at least \$10 million in respect of each claim; and
- b) workers compensation insurance as required by NSW workers compensation legislation.

#### 4.4 NO GUARANTEE OF WORK

4.4.1 The inclusion of the Provider on the Panel does not guarantee:

- a) ongoing inclusion on the panel for the life of the Panel;
- b) receipt of opportunities to tender; or
- c) that engagements or work of any kind or quantity will be offered.

#### 4.5 TEMPORARY SUSPENSION, TERMINATION AND REMOVAL FROM THE PANEL

4.51 The Provider must provide advice to the Department, in writing, where it is seeking a temporary suspension or removal from the Panel.

4.52 Temporary suspension, termination and removal of the Provider from the Panel by the Department will be in accordance with Clauses 3.5 to 3.10 of the *Panel Conditions: Registered Group Training Organisations*.

#### 4.6 CLAUSE OF CONVENIENCE

4.6.1 The Department reserves the right to review and amend any part of this Agreement and other supporting documentation in the event of changes to NSW Government policy and/or legislation.

#### 4.7 VARIATION TO AGREEMENT

4.7.1 No variation to this Agreement will be valid unless it is in writing and signed by both parties except as otherwise provided for by this Agreement.

#### 4.8 NOTICES

4.8.1 Any notice, request or consent required to be made or given under this Agreement will not be valid unless it is in writing and forwarded to the following respective addresses:

- a) for the Department:  
Director, Workforce Strategy  
Department of Premier and Cabinet  
Level 17, Bligh House  
4-6 Bligh Street  
SYDNEY NSW 2000  
Fax: 02 9228 4704  
Email: [apprentices@dpc.nsw.gov.au](mailto:apprentices@dpc.nsw.gov.au)

b) for the Provider:

[Insert details]

Fax: [insert fax number]

Email: [insert email address]

## 5. TERM

### 5.1 DURATION

5.1.1 This Agreement commences on 13 July 2009 to 30 June 2011 and will operate for two (2) years until terminated in accordance with this Agreement.

5.1.2 The Department may, in its sole discretion, extend this Agreement for a further two (2) 12 month periods to 30 June 2013.

6. SIGNATORIES

EXECUTED as an Agreement.

Signed for and on behalf of the  
Department of Premier and Cabinet by:

\_\_\_\_\_

this      day of      2009

In the presence of:

\_\_\_\_\_

Witness

Signed for and on behalf of the [insert  
GTO name] by:

\_\_\_\_\_

this      day of      2009

In the presence of:

\_\_\_\_\_

Witness

## SCHEDULE 1: CORE GROUP TRAINING SERVICES

Services	Description
<i>Promotion &amp; marketing</i>	<p>Source, promote and market positions, where required, after needs assessment undertaken.</p> <p>Ensure all promotional and marketing for apprenticeship positions are branded consistently with the NSW Government logo.</p>
<i>Recruitment &amp; selection</i>	<p>Develop position description where necessary; prepare advertisement; determine selection process and criteria; undertake selection process; undertake reference and quality checks; selects program participants (apprentices) arrange letters of offer and advises unsuccessful applicants.</p>
<i>Establish external partnerships (incl. training providers)</i>	<p>Scope training requirements; identify and assess Registered Training Organisation (RTO); establish contract agreement; contact State Training Centre</p>
<i>Contract management</i>	<p>Prepare, where required, and manage: 1) employment contract 2) training contract 3) contract between apprentice/trainee and RTO. Ensure mandatory requirements of apprenticeships are met, including vocational training and requisite 1 apprentice: 4 supervising tradesmen ratio.</p>
<i>Induction &amp; on-boarding</i>	<ul style="list-style-type: none"> <li>• Outline arrangement re: payroll system; superannuation; workers compensation</li> <li>• Arrange workplace orientation; basic training (OH&amp;S; safety; manual handling; code of conduct; basic skills etc.</li> <li>• Provide induction to training plan and workplace</li> </ul>
<i>Work placement/ appointment</i>	<ul style="list-style-type: none"> <li>• Arrange on-the-job training plan and workbook; introduction to supervisor, duty statement and performance management plan; on-the-job training</li> <li>• Monitor by Australian Apprenticeship Centre and RTO throughout placement</li> <li>• Ensure work placements available throughout apprenticeship, rotating apprentice through different workplaces to meet training requirements</li> <li>• Ensure apprentice successfully completes apprenticeship assessments.</li> </ul>
<i>Supervision/ performance management</i>	<ul style="list-style-type: none"> <li>• Ensure agreed performance plan in place</li> <li>• Plan for regular supervision</li> <li>• Clearly define expectation of apprentice and supervisor</li> <li>• Provide post-placement support mechanisms, including 'pastoral care' to new apprentices</li> <li>• Undertake regular review dates and expectations</li> <li>• Undertake day-to-day management</li> <li>• Coordinate supervision</li> </ul>
<i>Training delivery</i>	<ul style="list-style-type: none"> <li>• Define individual training needs and method of training delivery</li> <li>• Establish agreement with host employers for release of apprentices undertake off-the-job training</li> <li>• Ensure assessments planned, undertaken and recorded (according to requirement of assessment – RTO, supervisor, assessor)</li> <li>• Ensure training completed within agreed timeframe (apprenticeship contract)</li> <li>• Ensure competency outcomes met (issued by RTO and DET on completion)</li> <li>• Manage (process) non-competency (apprentices assessed as not competent against specific requirements).</li> </ul>
<i>Retention of apprentice (or not)</i>	<ul style="list-style-type: none"> <li>• Availability of ongoing employment</li> <li>• Funding availability</li> <li>• Assessment of achievement of required competencies</li> </ul>

## SCHEDULE 2: SERVICE TERMS AND FEES

Terms and fees for the provision of services outlined in Schedule 1 are to be determined by individual agency agreements.

Terms and fees for other services are set out below:

Service	Description	Terms	Fees
<i>Training Management Audit and Needs assessment</i>	<p>Undertake a review of Principal Contractor/Contractor capacity and compliance with apprenticeship requirements under the <i>Training Management Guideline</i> (TMG), on behalf of an Agency.</p> <p>Report back to the Agency on Contractor non-/compliance with TMG requirements.</p> <p>This will include:</p> <ul style="list-style-type: none"> <li>- Compliance with apprentice and training targets for the project, based on a ratio of one apprentice to every four supervising tradespeople;</li> <li>- Training Contract Identification Numbers of those actual apprentices and trainees employed by the contractor and sub-contractors as part of the project;</li> <li>- Indication of compliance on-the-job training requirements; and</li> <li>- Indication of compliance with vocational training requirements.</li> </ul>	Format and timeframe for service delivery to be negotiated with the relevant Agency(ies).	Provided at no cost to the Agency
<i>Placement</i>	<p>In the event of non-compliance the GTO will assess what the Contractor needs to comply and, where necessary, approach Contractor or subcontractors to place apprentices onto projects at a ratio of one apprentice to every four tradespeople.</p> <p>Ensure that apprentice placement is maintained with the contractor, to meet the required apprentice to tradespeople ratio, for the duration of the project.</p>	To be negotiated with the Contractor.	Apprentice placement/ employment is charged-out to the Contractor/subcontractor
<i>Administration &amp; record keeping</i>	Collect, collate and maintain information on apprentices employed and deployed to 'host employers'. That is, placed with contractors on behalf of agencies. Monitor progress on apprentice targets and contractor compliance with the TMG, including on-the-job training and compliance with vocational training requirements.	To be negotiated with the relevant Agency(ies).	Provided at no cost to the Agency
<i>Reporting to agency</i>	Provide monthly reports and updates, to Agency on details of apprentices employed and placed with contractors to comply with TMG.	To be negotiated with the relevant Agency(ies).	Provided at no cost to the Agency

Agency-specific or additional service requirements must be negotiated as part of an Individual Agency Agreement between the Agency and the Provider.

Terms and fees for core group training services set out in Schedule 1 are to be determined as part of an Individual Agency Agreement, where required.

Tendered rates (cost of service) apply at the commencement of this Agreement. Any price/cost variations during the life of the Panel and Individual Agency Agreements must be advised by the Provider, and be accepted by the Agency to which the Provider is contracted to.