



Commonwealth of Australia

## Quality Principles Quality Auditor Deed

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SCHEDULE 1 – DEED AND CAB DETAILS.....1

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## Parties

Name	<b>Commonwealth of Australia</b> as represented by the Department of Employment and Workplace Relations
	ABN 96 584 957 427
Address	GPO Box 9828, Canberra ACT, 2601
Deed name	<b>The Department</b>
Name	<b>[Conformity Assessment Body]</b>
	<b>[ABN/ACN/ARBN]</b>
Address	<b>[Business Address of CAB]</b>
Deed name	<b>Conformity Assessment Body or CAB</b>

## Background

- A. The Department has entered into the Workforce Australia Services Deed of Standing Offer 2022 – 2028 with Providers.
- B. It is a requirement of the Workforce Australia Services Deed that Providers issued with a Head Licence undertake Quality Principles Audits to determine whether the Provider complies with, or continues to comply with, the Quality Principles.
- C. Quality Principles Audits may be conducted by a conformity assessment body approved by the Department and on the Quality Auditor List, or by the Department at the Department’s absolute discretion.
- D. The CAB applied for approval from the Department to conduct Quality Principles Audits by submitting the Application. Having satisfied the conditions for appointment to the Quality Auditor List, the Department now wishes to appoint the CAB to the Quality Auditor List.
- E. The CAB’s appointment to, and participation on, the Quality Auditor List is implemented and administered under this Deed.

## Section A1.1 – Definitions and interpretation

### 1. Definitions and interpretation

1.1 In this Deed, unless the contrary intention appears:

- (a) all:
  - (i) capitalised terms have the meaning given to them in the definitions in ATTACHMENT 1 – DEFINITIONS; and
  - (ii) other words have their natural and ordinary meaning;
- (b) words in the singular include the plural and vice versa;

- (c) a reference to an entity includes a natural person (i.e. an individual), a partnership, a body corporate, an incorporated association, a governmental or local authority or agency, or any other legal entity;
- (d) a reference to any legislation or legislative provision is to that legislation or legislative provision as in force from time to time;
- (e) the section headings, clause headings and subheadings within clauses and notes are inserted for convenience only, and do not affect the interpretation of this Deed;
- (f) a rule of construction does not apply to the disadvantage of a Party just because the Party was responsible for the preparation of this Deed;
- (g) a reference to an internet site or webpage includes those sites or pages as amended from time to time;
- (h) a reference to the Guidance or a form, agreement or other document is to that document as revised or reissued from time to time;
- (i) a reference to the name of a Commonwealth program is to that name as amended from time to time;
- (j) where a 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;
- (k) the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- (l) a reference to time is to the time in the location where the relevant obligations are to be performed; and
- (m) a reference to A\$, \$A, dollar or \$ is to Australian currency.

1.2 The CAB agrees that:

- (a) the Guidance forms part of this Deed;
- (b) it must perform all obligations in this Deed in accordance with the Guidance, even if a particular clause does not expressly refer to the Guidance;
- (c) the Guidance may be varied by the Department at any time and at the Department's absolute discretion; and
- (d) any action, direction, advice or Notice that may be taken or given by the Department under this Deed, may be taken or given from time to time and at the Department's absolute discretion.

1.3 The word 'Reserved' indicates that a particular clause is not used.

1.4 The Department's exercise of any right under this Deed does not in any way limit the Department's other rights under this Deed, or the law.

- 1.5 For avoidance of doubt, the Department's exercise of any right under this Deed does not amount to a reduction of scope or termination for which any amount is payable by the Department.

## **2. Priority of Deed Documents**

- 2.1 To the extent of any inconsistency between any of the following documents forming part of this Deed, the following order of precedence will apply:
- (a) clauses 1 to 39 and ATTACHMENT 1 – DEFINITIONS;
  - (b) any annexures to this Deed;
  - (c) SCHEDULE 1 – DEED AND CAB DETAILS;
  - (d) the Particulars;
  - (e) the Guidance; and
  - (f) any documents incorporated by reference.

## **Section A2.1 – Deed length**

### **3. Term of this Deed**

- 3.1 This Deed starts on the Deed Commencement Date and, unless terminated earlier, expires on the Deed Completion Date.
- 3.2 The Department may, at its absolute discretion, offer the CAB an extension of the Term of this Deed:
- (a) for one or more Extended Deed Periods up to a maximum total period of four years; and
  - (b) if the Department determines, at its absolute discretion, on the basis of additional terms and conditions, or variations to existing terms and conditions,
- by giving Notice to the CAB not less than 20 Business Days prior to the Deed Completion Date.
- 3.3 If:
- (a) the Department offers the CAB an extension of the Term of this Deed under clause 3.2; and
  - (b) the CAB accepts the offer,
- the Term of this Deed will be extended in accordance with the offer.

## 4. Survival

- 4.1 The termination or expiry of this Deed for any reason does not extinguish or otherwise affect the operation of:
- (a) clauses 9 (CAB's conduct), 10 (Information provided to the Department and Providers), 11 (Records to be provided), 12 (Liaison and directions), 13 (Evaluation activities), 15 (Security), 16 (Personal and Protected Information), 17 (Confidential Information), 18 (Records the CAB must keep), 19 (Public Sector Data), 20 (Access by individuals to Records held by the CAB), 21 (Access to documents for the purposes of the *Freedom of Information Act 1982* (Cth)), 22 (Access to Material), 23 (Indemnity), 24 (Insurance), 33 (Protection of rights) and 37 (Applicable law and jurisdiction); or
  - (b) any other clauses that are expressly specified as surviving, or by implication from their nature are intended to continue.
- 4.2 Clause 22 (Access to Material) of this Deed survives for seven years from the expiry or earlier termination of this Deed.

## Section A2.2 – Quality Assurance Framework

### 5. Appointment to the Quality Auditor List

- 5.1 By entering into this Deed, the Department appoints the CAB to the Quality Auditor List to conduct Quality Principles Audits.
- 5.2 The CAB acknowledges that the Application has been accepted by the Department on the basis of the claims made by the CAB in the Application.
- 5.3 The CAB acknowledges that:
- (a) it is one of a number of entities on the Quality Auditor List which may be contracted by Providers to conduct Quality Principles Audits;
  - (b) the Department provides no guarantee of the number, if any, of Quality Principles Audits that the CAB may be contracted by Providers to conduct; and
  - (c) the Department may itself conduct one or more Quality Principles Audits on any Provider at any time, at the Department's absolute discretion.
- 5.4 The CAB must ensure that any contract between the CAB and a Provider to conduct Quality Principles Audits includes a right of termination for the CAB to take account of the Department's:
- (a) right to conduct a Quality Principles Audit on a Provider at the Department's absolute discretion, as specified in clause 5.3(c); and
  - (b) rights of termination under clauses 28.1 and 29.1 of this Deed.
- 5.5 The CAB agrees that the Department may publish the CAB's name and contact information, including any updates to such information, as part of the Quality Auditor List on the Department's IT Systems or otherwise as advised by the Department.

## **6. Conditions for Ongoing Participation**

- 6.1 In order to remain on the Quality Auditor List, the CAB must:
- (a) maintain the Required Accreditation;
  - (b) maintain its expertise, capacity and capability to provide Quality Principles Audits, as specified in the Application;
  - (c) ensure that its relevant Personnel and Subcontractors attend and/or undertake any training and information sessions as specified in the Guidance or as otherwise Notified by the Department, prior to conducting any Quality Principles Audits; and
  - (d) effect and maintain, or cause to be effected and maintained, the insurances specified at clause 24.
- 6.2 The CAB must Notify the Department:
- (a) if there is a significant change to the information provided as part of the Application; or
  - (b) if the CAB no longer complies with clause 6.1,
- within 10 Business Days of becoming aware thereof.
- 6.3 The Department may conduct an assessment of whether the CAB is compliant with clause 6.1 at any time.
- 6.4 The Department may remove the CAB from the Quality Auditor List (by terminating this Deed under clause 29.1) if at any time the CAB fails to comply with clause 6.1 as determined by the Department at its absolute discretion.
- 6.5 The Department may vary the requirements in clause 6.1 from time to time, at its absolute discretion, and will Notify the CAB of any such change.

## **7. Suspension**

- 7.1 The Department may suspend the CAB's participation on the Quality Auditor List by Notice if the Department is of the opinion that:
- (a) the CAB may be in breach of its obligations under this Deed, and while the Department investigates the matter;
  - (b) the CAB's performance of any of its obligations under this Deed is less than satisfactory to the Department; or
  - (c) the CAB may be engaged in fraudulent activity, and while the Department investigates the matter.
- 7.2 Upon receipt of a Notice under clause 7.1 of this Deed, the CAB must:
- (a) immediately cease all Quality Principles Audits, until Notified by the Department;



- (b) not enter into any new contract or any extension of an existing contract with a Provider to conduct Quality Principles Audits, until Notified by the Department; and
- (c) notify any Provider who has contracted with the CAB to conduct Quality Principles Audits that the CAB's participation on the Quality Auditor List has been suspended, within 10 Business Days of receiving Notice under clause 7.1.

## **8. Quality Principles Audits and Reports**

- 8.1 The CAB must conduct Quality Principles Audits and produce Quality Principles Reports:
- (a) in accordance with this Deed including the Guidance;
  - (b) to a high professional standard, in line with all relevant professional codes of conduct; and
  - (c) based on valid, current and authentic evidence.
- 8.2 When conducting Quality Principles Audits, the CAB must, in accordance with the Guidance:
- (a) review and submit each completed Self-Assessment Tool to the Department;
  - (b) complete and quality assure the Quality Principles Report template within the timeframes specified in the Guidance; and
  - (c) where required, work with each Provider to develop a Corrective Action Plan to document corrective actions for all identified non-conformances and close out any non-conformances within the timeframes specified in the Guidance.
- 8.3 The CAB must ensure that, prior to conducting a Quality Principles Audit or producing a Quality Principles Report, any relevant Personnel or Subcontractors:
- (a) have the appropriate auditing experience, skill and/or qualification;
  - (b) attend and/or undertake any training and information sessions as specified in the Guidance or as otherwise Notified by the Department, including passing any assessment, to the Department's satisfaction; and
  - (c) have a sufficient understanding of:
    - (i) the Quality Principles; and
    - (ii) the Workforce Australia Services required to be delivered by Providers as specified in the Workforce Australia Services Deed, including the Workforce Australia Services Guideline,
 to effectively and efficiently conduct Quality Principles Audits.
- 8.4 If the Department determines, at its absolute discretion, that the CAB has failed to conduct a Quality Principles Audit or to produce a Quality Principles Report in accordance with clauses 8.1, 8.2 or 8.3, the CAB must:
- (a) rectify the relevant breach in accordance with any Notice from the Department; and

- (b) not impose, or seek to impose, any additional cost or charge on the relevant Provider in relation to such rectification.

8.5 If the CAB fails to comply with clause 8.4 to the Department's complete satisfaction within 10 Business Days of receiving a relevant Notice, or within such other period specified by the Department, the Department may remove the CAB from the Quality Auditor List (by terminating this Deed in accordance with clause 29.1).

## **Section A2.3 – Some basic rules**

### **9. CAB's conduct**

9.1 The CAB must:

- (a) at all times, act in good faith towards the Department, and in a manner that does not bring employment services, the CAB or the Department into disrepute; and
- (b) immediately Notify the Department of any matter or incident that could be damaging to the reputation of employment services, the CAB, or the Department should it become publically known.

### **10. Information provided to the Department and Providers**

10.1 The CAB must ensure that:

- (a) all information it provides to the Department and any Provider, in any form and by any means, including all Self-Assessment Tools, Quality Principles Reports, Corrective Action Plans and information regarding Quality Principles Audits, is true, accurate, and complete at the time of its provision; and
- (b) it diligently takes all necessary steps to verify the truth, completeness and accuracy of any information referred to in clause 10.1(a).

### **11. Records to be provided**

11.1 Without limiting its obligations under clause 22, when requested by the Department, the CAB must provide to the Department, or the Department's nominee, any Records in the possession or control of the CAB:

- (a) within the timeframe required by the Department;
- (b) in such form, and in such manner, as reasonably required by the Department; and
- (c) at no cost to the Department.

### **12. Liaison and directions**

12.1 The CAB must:

- (a) liaise with, and provide information related to this Deed to:
  - (i) the Department; and/or

- (ii) any other entity nominated by the Department,  
as requested by the Department; and
- (b) immediately comply with all of the Department's requests and directions related to this Deed.

Note: 'other entity' referred to in clause 12.1(a) includes, for example, an auditor appointed by the Department.

- 12.2 For the day to day management of, and communication under, this Deed, the Department and the CAB must each nominate a Contact Person for the Term of this Deed, and Notify the other Party as soon as practicable of any change to the details of the individuals occupying those positions.

### **13. Evaluation activities**

- 13.1 The CAB agrees that:

- (a) evaluation activities may be undertaken by the Department for the purposes of evaluating the CAB's performance of obligations under this Deed, and may include:
  - (i) the Department monitoring, measuring and evaluating the performance of obligations by the CAB;
  - (ii) the CAB's Personnel and Subcontractors being interviewed by the Department or an independent evaluator nominated by the Department;
  - (iii) the CAB giving the Department or the Department's evaluator access to its premises and Records in accordance with clause 22; and
- (b) it will fully cooperate with the Department in relation to all such activities.

### **14. Costs**

- 14.1 The CAB is fully responsible for all costs of meeting its obligations under this Deed.
- 14.2 For the avoidance of doubt, the Department is not liable or responsible for any Loss incurred by the CAB in connection with its inclusion on the Quality Auditor List, including and without limitation:
- (a) in the event that:
    - (i) the CAB is suspended under clause 7.1;
    - (ii) this Deed is terminated under clauses 28.1 or 29.1; or
    - (iii) the requirements to remain on the Quality Auditor List under clause 6.1 change;  
or
  - (b) in connection with the provision of Quality Principles Audits including:
    - (i) where a Provider fails to pay the CAB for any work conducted by the CAB; and

- (ii) the provision of any other information requested by the Department in accordance with clause 11.

## **Section A3.1 – Information Management**

### **15. Security**

- 15.1 The CAB must comply, and ensure that its Subcontractors comply, with the Department's Security Policies, as relevant.

### **16. Personal and Protected Information**

- 16.1 Clauses 16.2 to 16.8 apply only where the CAB deals with Personal Information for the purpose of performing any obligations under this Deed or under any contract with a Provider to conduct Quality Principles Audits, and the terms 'agency', 'APP Code', 'Australian Privacy Principle' (APP), 'contracted service provider', 'eligible data breach', 'organisation' and 'sensitive information' have the same meaning as they have in section 6 of the Privacy Act.
- 16.2 The CAB acknowledges that it is not a contracted service provider, but agrees, in performing any obligations under this Deed or any contract with a Provider to conduct Quality Principles Audits:
  - (a) to use or disclose Personal Information, including sensitive information, obtained in the course of conducting the services ('relevant Personal Information'), only for the purposes of this Deed or where otherwise permitted under the Privacy Act;
  - (b) except where this clause 16 expressly requires the CAB to comply with an APP that applies only to an organisation, and subject to clause 16.3, to carry out and discharge the obligations contained in the APPs as if it were an agency;
  - (c) subject to clause 16.3, not to do any act or engage in any practice that if done or engaged in by the Department, would be a breach of an APP or contrary to the Privacy Act;
  - (d) to co-operate with reasonable demands or inquiries made by the Australian Information Commissioner or the Department in relation to the management of Personal Information;
  - (e) to notify individuals whose Personal Information it holds, that complaints about its acts or practices may be investigated by the Australian Information Commissioner who has power to award compensation against the CAB in appropriate circumstances;
  - (f) unless expressly authorised or required under this Deed, to not engage in any act or practice that would breach:
    - (i) APP 7 (direct marketing);
    - (ii) APP 9 (adoption, use or disclosure of government related identifiers); or
    - (iii) any registered APP code that is applicable to the CAB;

- (g) to comply with any request under section 95C of the Privacy Act;
- (h) to comply with any directions, guidelines, determinations, rules or recommendations of the Australian Information Commissioner to the extent that they are consistent with the requirements of this clause 16;
- (i) not to transfer relevant Personal Information outside Australia, or to allow parties outside Australia to have access to it, without the prior written approval of the Department;
- (j) to its name being published in reports by the Australian Information Commissioner;
- (k) if the CAB suspends or terminates any of its relevant Personnel, or if any of its relevant Personnel resign, the CAB must immediately:
  - (i) remove any access that the Personnel have to any relevant Personal Information; and
  - (ii) require that the Personnel return to the CAB or the Department any relevant Personal Information held in the Personnel's possession; and
  - (iii) remind the Personnel of their relevant obligations under this Deed;
- (l) to ensure that any of its Personnel who are required to deal with relevant Personal Information:
  - (i) where required by the Department, undertake in writing to comply with the APPs (or a registered APP code, where applicable); and
  - (ii) are made aware of their obligations in this clause 16, including to undertake in writing to comply with the APPs (or a registered APP code, where applicable); and
- (m) otherwise comply with the Guidance.

16.3 The CAB will not, by reason of this clause 16, be bound by any provision of the *Privacy (Australian Government Agencies – Governance) APP Code 2017*.

16.4 Unless such act or practice is expressly authorised by this Deed, no clause in this Deed will be interpreted so as to authorise the CAB or its Subcontractors to engage in an act or practice that would breach an APP if done or engaged in by the Department.

16.5 The CAB must immediately Notify the Department if it becomes aware:

- (a) of a breach or possible breach of any of the obligations contained in, or referred to in, this clause 16 by any of its Personnel or a Subcontractor;
- (b) that a disclosure of Personal Information may be required by law; or
- (c) of an approach to the CAB by the Australian Information Commissioner or by an individual claiming that their privacy has been interfered with.

### **Notifiable data breaches**

- 16.6 If the CAB becomes aware that there are reasonable grounds to suspect that there may have been an eligible data breach in relation to any Personal Information the CAB holds as a result of this Deed or its performance of obligations under this Deed or a contract with a Provider to conduct a Quality Principles Audit, the Provider must:
- (a) Notify the Department in writing no later than the Business Day after the CAB becomes so aware; and
  - (b) unless otherwise directed by the Department, carry out an assessment as to whether there are reasonable grounds to believe that there has been an eligible data breach in accordance with the requirements of the Privacy Act.
- 16.7 Where the CAB is aware that there are reasonable grounds to believe that there has been, or where the Department Notifies the CAB that there has been an eligible data breach in relation to any Personal Information the CAB holds as a result of this Deed or its performance of obligations under this Deed or a contract with a Provider to conduct a Quality Principles Audit, the CAB must:
- (a) take all reasonable action to mitigate the risk of the breach causing serious harm to any of the individuals to whom the Personal Information relates;
  - (b) take all other action necessary to comply with the requirements of the Privacy Act (including preparing a statement for the Australian Information Commissioner and notifying affected individuals about the eligible data breach where required); and
  - (c) take any other action as reasonably directed by the Department or the Australian Information Commissioner.

### **Protected Information**

- 16.8 The CAB must ensure that its Personnel and Subcontractors only obtain, record, disclose or otherwise use Protected Information as permitted under Division 3 [Confidentiality] of Part 5 of the *Social Security (Administration) Act 1999* (Cth).

## **17. Confidential Information**

### **Confidential information not to be disclosed**

- 17.1 Subject to this Deed, a Party must not, without the other Party's prior written approval, disclose that other Party's Confidential Information to a third party.
- 17.2 In giving written approval to disclose Confidential Information, a Party may impose conditions as it thinks fit, and the other Party agrees to comply with the conditions.

### **Exceptions to obligations**

- 17.3 The obligations on the Parties under this clause 17 will not be breached to the extent that Confidential Information is disclosed:
- (a) unless otherwise Notified by the Department, by the CAB to its Personnel to enable the CAB to comply with its obligations, or to exercise its rights, under this Deed;

- (b) unless otherwise Notified by the Department, by the CAB to its internal management Personnel, solely to enable effective management or auditing of Deed related activities;
- (c) by the Department to its Personnel, within the Department's organisation, or with another agency, where this serves the Commonwealth's legitimate interests;
- (d) by the Department to the responsible Minister or the Minister's staff;
- (e) by the Department, in response to a request or direction by a House or a Committee of the Parliament of the Commonwealth of Australia; or
- (f) by a Party as authorised or required by law.

**Obligation on disclosure**

- 17.4 Where the CAB discloses Confidential Information to its Personnel pursuant to clause 17.3(a) or 17.3(b), the CAB must notify the Personnel that the information is Confidential Information.

**No reduction in privacy obligations**

- 17.5 Nothing in this clause 17 limits the obligations of the CAB under clauses 16 or 22.

**18. Records the CAB must keep**

- 18.1 The CAB must:

- (a) in accordance with this Deed including the Guidance, create and maintain detailed Records of the conduct of the services under the CAB's contracts with Providers and under this Deed, in a form, and with the content, that is sufficient to enable proper auditing by the Department; and
- (b) ensure that those Records are true, complete and accurate.

- 18.2 Notwithstanding this clause 18, if the Department considers it appropriate, the Department may, at its absolute discretion, impose special conditions in relation to Records management, and the CAB must comply with those special conditions as directed by the Department.

- 18.3 Without limiting the CAB's other obligations under this Deed, including in relation to Personal Information, the CAB must:

- (a) store, transfer and retain all Records in connection with this Deed, and only destroy such Records;
- (b) maintain a register of Records; and
- (c) ensure that its Personnel and Subcontractors only access Records,

in accordance with this Deed including the Guidance.

- 18.4 The CAB must:

- (a) not, without the prior written approval of the Department, transfer, or be a party to an arrangement for the transfer of, custody of the Records outside of Australia or to any person entity or organisation other than to the Department; and
- (b) where transferring Records, only transfer the Records in accordance with the Guidance or as otherwise directed by the Department.

18.5 All Records must be retained by the CAB for a period of no less than six years after the creation of the Record, unless otherwise specified in the Guidance or as directed by the Department.

## 19. Public Sector Data

19.1 The Department may at any time require the CAB by Notice to provide Public Sector Data to the Department or a third party nominated by the Department for the purposes of sharing that data pursuant to the *Data Availability and Transparency Act 2022* (Cth) ('DAT Act').

Note: 'Public Sector Data' is defined in the DAT Act to mean "data lawfully collected, created or held by or on behalf of a Commonwealth body...".

19.2 Where Notified under clause 19.1, the CAB must:

- (i) provide the required Public Sector Data to the Department or a third party nominated by the Department within the timeframe and in the manner and form specified by the Department; and
- (ii) in providing the required Public Sector Data to the Department or a third party, comply with the relevant data breach provisions of the DAT Act.

19.3 If the Department requires the CAB to provide Public Sector Data directly to a nominated third party, the Department may require the CAB to register as an 'Accredited Data Services Provider' pursuant to the accreditation scheme in Part 5.2 of the DAT Act.

19.4 The CAB agrees that compliance with this clause 19 is at the Provider's own cost.

## 20. Access by individuals to Records held by the CAB

20.1 Subject to this clause 19, the CAB must allow individuals to access Records that contain their own Personal Information, and provide them with copies of such Records if they require, except to the extent that Commonwealth legislation would, if the Records were in the possession of the Commonwealth, require or authorise the refusal of such access by the Commonwealth including Records of the type set out in clause 20.3.

20.2 The CAB must, in providing access to the requested Records in accordance with clause 20.1:

- (a) ensure that the relevant individual requesting the access in clause 20.1 provides proof of identity to the CAB before access is given to the requested Records; and
- (b) ensure that any third party requesting the access in clause 20.1 on behalf of an individual provides to the CAB written authority from the relevant individual to obtain access to the requested Records before access is given; and



- (c) notate the relevant files with details of the Records to which access was provided, the name of the individual granted access and the date and time of such access.

20.3 Where an individual requests access to Records containing information falling within the following categories:

- (a) information about another individual;
- (b) medical/psychiatric records (other than those actually supplied by the individual, or where it is clear that the individual has a copy or has previously sighted a copy of the records);
- (c) psychological records; and
- (d) information provided by other third parties,

the request must be directed by the CAB to the Department for consideration.

20.4 The CAB must comply with any direction given by the Department in relation to the provision, or refusal, of access to Records held by the CAB to the individual.

## **21. Access to documents for the purposes of the *Freedom of Information Act 1982* (Cth)**

21.1 In this clause 21, 'document' has the same meaning as in the *Freedom of Information Act 1982* (Cth).

21.2 The CAB agrees that:

- (a) where the Department has received a request for access to a document created by, or in the possession of, the CAB or any Subcontractor, the Department may, at any time by Notice, require the CAB to provide the document to the Department and the CAB must, at no additional cost to the Department, promptly comply with the Notice;
- (b) the CAB must assist the Department in respect of the Department's obligations under the *Freedom of Information Act 1982* (Cth), as required by the Department; and
- (c) the CAB must include in any Subcontract, provisions that will enable the CAB to comply with its obligations under this clause 21.

## **22. Access to Material**

22.1 The Department may access, locate, inspect, copy and remove any Record including Records stored on any CAB IT System for any purpose connected with this Deed, including for the purposes of improving the Quality Assurance Framework, and reviewing CAB compliance under this Deed.

22.2 For the purposes of clause 22.1, the CAB must, in accordance with any request by the Department, give or arrange:

- (a) unfettered access for the Department to:
  - (i) any of its premises and/or any of those of any Subcontractor;

- (ii) any CAB IT System, including for the purposes of regular and automated retrieval of Records through the Department's IT Systems;
  - (iii) any Material, including any Records in a data format and storage medium accessible by the Department by use of the Department's existing computer hardware and software;
  - (iv) its Personnel and Subcontractors; and
- (b) all assistance to or for the Department to:
- (i) inspect its premises and those of any Subcontractor;
  - (ii) inspect the CAB's compliance with its obligations under this Deed;
  - (iii) access any CAB IT System, including through the Department's IT Systems; and
  - (iv) locate, inspect, copy and remove, any Records including data stored on any CAB IT System.

22.3 Subject to clause 22.4, the obligations referred to in clause 22.2 are subject to the Department providing reasonable prior notice to the CAB and compliance with the CAB's reasonable security procedures.

22.4 If:

- (a) a matter is being investigated that, in the opinion of the Department, may involve:
  - (i) an actual or apprehended breach of the law;
  - (ii) a breach of this Deed; or
  - (iii) suspected fraud;
- (b) the Department is conducting an audit in relation to:
  - (i) the CAB; or
  - (ii) a Provider that has contracted the CAB to conduct Quality Principles Audits; or
- (c) the Department accesses any CAB IT System and any related Material pursuant to a regular, automated process of retrieval of Records including through the Department's IT Systems,

clause 22.3 does not apply, and the Department may remove and retain any Records, including those stored electronically, that the Department determines are relevant to any action under this clause 22.4, provided that, in the case of clauses 22.4(a) and 22.4(b), the Department returns a copy of all such Records to the CAB within a reasonable period of time.

Note: There are additional rights of access under the *Ombudsman Act 1976* (Cth), the *Privacy Act 1988* (Cth), and the *Auditor-General Act 1997* (Cth).

22.5 Each Party must bear its own costs in relation to any action under this clause 22.

- 22.6 The CAB's compliance with this clause 22 does not in any way reduce the CAB's responsibility to perform its obligations in accordance with this Deed.

## **Section A4.1 – Indemnity and insurance**

### **23. Indemnity**

- 23.1 The CAB must indemnify the Department against any Loss by the Department, including in dealing with any claim against the Department, arising from or in connection with any:
- (a) act or omission by:
    - (i) the CAB; or
    - (ii) a Subcontractor (whether or not the relevant entity is a current Subcontractor),  
  
in connection with this Deed, where there was fault on the part of the entity whose conduct gave rise to the Loss; or
  - (b) breach by the CAB of this Deed or failure to meet an undertaking given under this Deed.
- 23.2 The liability of the CAB to indemnify the Department under this clause 23 will be reduced proportionately to the extent that fault on the Department's part contributed to the relevant Loss.
- 23.3 The Department's right to be indemnified under this clause 23 is in addition to any other right, power, or remedy provided by law, but the Department will not be entitled to be compensated in excess of the amount of the relevant Loss.

#### **Meaning of fault**

- 23.4 In this clause 23, 'fault' means any negligent or unlawful act or omission or wilful misconduct, including fraud.

### **24. Insurance**

- 24.1 Subject to this clause 24 and unless the Department otherwise agrees in writing, the CAB must, for the Term of this Deed, effect and maintain, or cause to be effected and maintained, the following insurances, which must be valid and enforceable and, except for the professional indemnity insurance, be written on an occurrence basis:
- (a) public liability insurance with a limit of indemnity of at least \$20 million in respect of each and every occurrence; and
  - (b) professional indemnity insurance or errors and omissions insurance to be maintained during the Term of this Deed and for at least seven years following the Deed Completion Date with a limit of indemnity of at least \$5 million in respect of each claim and in the aggregate for all claims in any one 12 month policy period with one right of reinstatement.
- 24.2 The CAB must also effect and maintain, or cause to be affected and maintained, any other insurance policies (including workers compensation insurance) required to adequately cover

the CAB's business risk that a similar entity performing obligations under this Deed, acting reasonably, would acquire, and any other insurance cover required by law.

- 24.3 Unless otherwise agreed by the Department in writing, all insurances required under this clause 24 must be obtained from an insurer authorised by the Australian Prudential Regulation Authority.
- 24.4 In relation to each insurance policy relied upon by the CAB in compliance with the CAB's obligations to effect and maintain, or cause to be effected and maintained, insurances as required by this Deed, the CAB must provide to the Department:
- (a) a fully copy of the insurance policy (including all schedules and endorsements); and
  - (b) a certificate of currency,
- at any time that the Department requests.

Note: Clause 24.4 allows the Department to request information relating to the insurances of any Subcontractor of the CAB.

- 24.5 The CAB must ensure that all Subcontractors retained by it to perform work in connection with this Deed are covered by insurance of the types specified in this clause 24, as appropriate (including as to limits of indemnity) given the nature of the work to be performed by each such Subcontractor.

## **Section A4.2 – Changes in entities undertaking Quality Principles Audits**

### **25. Subcontracting**

- 25.1 The CAB must not, without the Department's prior written approval, enter into, or terminate, a Subcontract.
- 25.2 In giving approval under clause 25.1, the Department may impose such terms and conditions as the Department thinks fit and the CAB must comply with any such terms and conditions.
- 25.3 The Subcontractors that the Department has approved are identified in item 3 of SCHEDULE 1 – DEED AND CAB DETAILS.
- 25.4 The CAB must ensure that any Subcontract is in writing.
- 25.5 The CAB is liable to the Department for any Loss by the Department in connection with this Deed caused by the acts or omissions of any Subcontractor, whether or not the relevant entity is a current Subcontractor.
- 25.6 The CAB must ensure that:
- (a) every potential Subcontractor is aware, before entering into any Subcontract, of all terms and conditions of this Deed that will be relevant to the Subcontractor's performance of this Deed or the CAB's provision of services under contracts with Providers; and
  - (b) every Subcontractor is aware of any variations to this Deed relevant to the Subcontractor's part in performance of this Deed.

- 25.7 The Department may revoke its approval of a Subcontractor on any reasonable ground by giving Notice to the CAB, and, on receipt of the Notice, the CAB must, at its own cost, promptly:
- (a) cease using that Subcontractor; and
  - (b) if the CAB continues to require that the relevant function is Subcontracted, arrange for its replacement by another Subcontractor acceptable to, and approved by, the Department.
- 25.8 The CAB must ensure that any Subcontract includes:
- (a) a right of termination for the CAB to take account of the Department's right of termination under clauses 28.1 and 29.1 and the Department's right of revocation of approval of a Subcontract under clause 25.1, and the CAB must, where appropriate, make use of that right in the Subcontract in the event of a termination, or revocation of approval of the Subcontractor, by the Department;
  - (b) a requirement that the Subcontractor must not subcontract to any entity any aspect of the performance of this Deed that have been Subcontracted without the prior written approval of the Department. The Department may grant or withhold its approval at its absolute discretion and that consent, if given, may be subject to conditions; and
  - (c) obligations on the Subcontractor that are the same as the obligations imposed on the CAB under any provision of this Deed that is relevant to any aspect of the performance of obligations that have been Subcontracted, including the obligations imposed on the CAB under clauses 16 (Personal and Protected Information), 17 (Confidential Information), 18 (Records the CAB must keep), 22 (Access to Material), 24 (Insurance), 32 (Negation of employment, partnership and agency), and 38 (Compliance with laws and government policies).

## **26. Assignment and novation**

- 26.1 The CAB must not assign any of its rights under this Deed without the Department's prior written approval.
- 26.2 The CAB must not enter into an arrangement that will require the novation of this Deed, without the Department's prior written approval.

## **Section A4.3 – Resolving Problems**

### **27. Dispute resolution**

- 27.1 Subject to clause 27.3, if any dispute arises in relation to this Deed, the Parties will use the following process:
- (a) the Party claiming that there is a dispute will give the other Party a Notice ('Notice of Dispute') setting out:
    - (i) the nature of the dispute; and
    - (ii) the relief or outcome being sought by the Party;

- (b) within five Business Days of receipt of the Notice of Dispute, each Party will nominate a representative with the authority to negotiate and settle the dispute, and who has not been previously involved in the dispute;
- (c) within 10 Business Days of the date on which the last Party to do so nominates a representative under clause 27.1(b), the Parties must confer and attempt to resolve the dispute in good faith. Any resolution reached by the Parties must be reduced to writing and signed by or on behalf of each Party and will be final and binding on the Parties; and
- (d) if the dispute is not resolved within the 10 Business Day period specified in clause 27.1(c), the Parties may either submit to mediation or arbitration by agreement or institute legal proceedings.

**Costs and application of this clause**

27.2 Each Party must bear its own costs of complying with this clause 27.

27.3 This clause 27 does not apply to the following circumstances:

- (a) either Party commences legal proceedings for urgent interlocutory relief;
- (b) where action is taken, or purportedly taken, by the Department under clauses 7 (Suspension), 19 (Public Sector Data), 20 (Access by individuals to Records held by the CAB), 22 (Access to Material), 25 (Subcontracting), 28 (Termination for convenience) or 29 (Termination for default);
- (c) where the Department is conducting its own breach of contract or fraud investigation or taking consequential action; or
- (d) where an authority of the Commonwealth, or of a state or a territory is investigating a breach, or suspected breach, of the law by the Provider.

27.4 Despite the existence of a dispute, both Parties must (unless requested in writing by the other Party not to do so) continue to perform their obligations under this Deed.

**28. Termination for convenience**

28.1 The Department may, at its absolute discretion, at any time by Notice to the CAB, terminate this Deed.

28.2 If this Deed is terminated under clause 28.1, the Department is not liable under this Deed or otherwise for:

- (a) any costs, whether direct or indirect, incurred by the CAB; or
- (b) any other form of compensation,

as a result of the termination.

**29. Termination for default**

29.1 The Department may terminate this Deed, by giving Notice to the CAB, if:

- (a) the CAB is in breach of any of its obligations under this Deed that are not capable of being rectified (as determined by the Department);
- (b) the CAB is in breach of any of its obligations under this Deed that are capable of being rectified, and fails to rectify the breach, or pattern of breaches, within 10 Business Days, or such other period specified by the Department, of receiving a Notice from the Department to do so;
- (c) to the extent permitted by law, any Insolvency Event occurs;

Note: For the avoidance of doubt, clause 29.1(c) does not apply where a CAB has transferred its incorporation or registration in accordance with the legislation under which it is incorporated or registered.

- (d) the Department determines at its absolute discretion that, prior to or during the Term of this Deed, the CAB has:
  - (i) engaged in misleading or deceptive conduct;
  - (ii) made a statement that is incorrect or incomplete; or
  - (iii) omitted to provide information to the Department; or
- (e) the Department becomes expressly entitled to terminate this Deed under any other provision of this Deed (excluding clause 28) including under any other provision of this Deed giving the Department the right to terminate under this clause 29.

### **30. Effect of Termination**

30.1 Upon receipt of a Notice of termination under clauses 28.1 or 29.1, the CAB must:

- (a) not enter into a new contract or an extension of an existing contract with a Provider to conduct Quality Principles Audits after the date of termination;
- (b) immediately cease all Quality Principles Audits; and
- (c) where relevant, Notify any Provider who has contracted with the CAB to conduct Quality Principles Audits that it is no longer on the Quality Auditor List, within 10 Business Days of receiving Notice under clause 29.1.

## **Section A4.4 – Other matters**

### **31. Conflict of interest**

31.1 The CAB warrants that, to the best of its knowledge and belief, after making diligent inquiries, at the Deed Commencement Date, no Conflict exists, or is anticipated.

31.2 The CAB must not enter into any arrangement that may cause a Conflict.

31.3 If a Conflict arises, or is anticipated to arise, including as determined and Notified by the Department, the Provider must:

- (a) immediately Notify the Department of the Conflict and the steps that the CAB proposes to take to resolve or otherwise deal with the Conflict;

- (b) make full disclosure to the Department of all relevant information relating to the Conflict; and
- (c) take such steps as the Department may reasonably require to resolve or otherwise deal with the Conflict.

31.4 If the CAB:

- (a) fails to take action in accordance with this clause 31; and/or
- (b) is unable or unwilling to resolve or deal with the Conflict as reasonably required by the Department,

the Department may terminate this Deed under clause 29.1.

### **32. Negation of employment, partnership and agency**

32.1 The CAB, its Personnel, agents and Subcontractors are not, by virtue of this Deed or any other arrangement, or for any purpose, Department Employees, or employees or agents of the Commonwealth or otherwise able to bind or represent the Commonwealth.

32.2 Subject to this Deed, the CAB must not represent itself, and must ensure that its Personnel, agents and Subcontractors do not represent themselves, as being Department Employees, or employees or agents of the Commonwealth, or as otherwise able to bind or represent the Commonwealth.

### **33. Protection of rights**

33.1 If a Party:

- (a) does not exercise, or delays in exercising, any right under this Deed; or
- (b) exercises any right on a single occasion or partially,

that act or omission will not prevent the Party from exercising the right in the future, or from exercising any other right.

33.2 Waiver of any provision of, or right under, this Deed must be in writing signed by the Party entitled to the benefit of that provision or right and is effective only to the extent set out in the written waiver.

### **34. Severance**

34.1 If a court says that any provision of this Deed has no effect, or interprets a provision to reduce an obligation or right, this does not invalidate any other provision.

### **35. Entire agreement**

35.1 Except where expressly stated to the contrary, this Deed records the entire agreement between the Parties in relation to its subject matter and supersedes all communications, negotiations, arrangements, representations and agreements, whether oral or written, between the Parties about the subject matter of this Deed.



### **36. Variation of Deed**

- 36.1 Except for action the Department is expressly authorised to take elsewhere in this Deed, no variation of this Deed is binding unless it is agreed in writing and signed by the Parties.

### **37. Applicable law and jurisdiction**

- 37.1 This Deed is to be construed in accordance with, and any matter related to it is to be governed by, the laws of the State of New South Wales.
- 37.2 Both Parties submit to the non-exclusive jurisdiction of the courts of the State of New South Wales in respect to any dispute under this Deed.

### **38. Compliance with laws and government policies**

- 38.1 The CAB must:
- (a) in carrying out its obligations under this Deed; and
  - (b) ensure that its Personnel, Subcontractors and agents, in carrying out activities related to this Deed,
- comply with:
- (c) all relevant laws and requirements of any Commonwealth, state, territory or local authority, including any work, health and safety laws, and anti-discrimination legislation, including the *Disability Discrimination Act 1992* (Cth); and
  - (d) any Commonwealth policies Notified by the Department to the CAB, referred to or made available by the Department to the CAB (including by reference to an internet site), including any listed in this Deed.
- 38.2 The CAB must, when using the Department's premises or facilities, comply with all reasonable directions and procedures relating to work health, safety and security in effect at those premises or in regard to those facilities, as advised by the Department or as might reasonably be inferred from the use to which the premises or facilities are being put.

### **39. Notices**

- 39.1 A Notice must:
- (a) be given to a Party using:
    - (i) one of the following methods (and no other method):
      - (A) email;
      - (B) pre-paid post; or
      - (C) hand delivery; and
    - (ii) the email address, postal address or physical address of the Party as set out in items 1 and 2 of SCHEDULE 1 – DEED AND CAB DETAILS;

- (b) be in legible writing and in English;
- (c) clearly indicate that it relates to this Deed;
- (d) in the case of email, state the name of the sending Party or an individual duly authorised by the sending Party; and
- (e) in the case of communications other than email, be signed by the sending Party or by an individual duly authorised by the sending Party.

39.2 A Notice given in accordance with clause 39.1 is taken to be received:

- (a) if sent by email, upon actual receipt by the addressee;
- (b) if sent by pre-paid post, five Business Days after the date of posting, unless it has been received earlier; and
- (c) if hand delivered, on delivery.

## SCHEDULE 1 – DEED AND CAB DETAILS

### Item 1 Department Contact Person (clauses 12.2 and 39.1(a)(ii), ATTACHMENT 1 – DEFINITIONS)

<b>Position</b>	Director
<b>Telephone</b>	02 6121 5055
<b>Email</b>	<a href="mailto:ESQAF@dewr.gov.au">ESQAF@dewr.gov.au</a>
<b>Physical Address</b>	12 Moore Street Canberra ACT 2601
<b>Postal Address</b>	Department of Employment and Workplace Relations C12MR6 GPO Box 9828 Canberra ACT 2601

### Item 2 CAB Contact Person (clauses 12.2 and 39.1(a)(ii), ATTACHMENT 1 – DEFINITIONS)

<b>Position</b>	
<b>Name</b>	
<b>Telephone</b>	
<b>Email</b>	
<b>Physical Address</b>	
<b>Postal Address</b>	

**Item 3 Subcontractors (clause 25.3, ATTACHMENT 1 – DEFINITIONS)**

Name	Address	ABN

## ATTACHMENT 1 – DEFINITIONS

**Application** means the application, submitted to the Department by the CAB, for approval of the CAB to be included on the Quality Auditor List.

**Australian Information Commissioner** means the individual appointed to the position of that name and responsible for the administration of the Privacy Act under relevant legislation.

**Business Day** means in relation to the doing of any action in a place, any day other than a Saturday, Sunday or public holiday in that place.

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

**Commonwealth Records** means any Records:

- (a) provided by the Department to the CAB for the purposes of this Deed; or
- (b) copied or derived from any Records referred to in paragraph (a).

**Confidential Information** means any information that:

- (a) is by its nature confidential;
- (b) the Parties agree to treat as confidential or by Notice to each other; or
- (c) a Party knows, or ought reasonably to know, is confidential to the other Party,

but does not include information that:

- (d) is or becomes public knowledge otherwise than by breach of this Deed or any other confidentiality obligation;
- (e) is in the possession of the receiving Party without restriction in relation to disclosure before the date of receipt; or
- (f) has been independently developed or acquired.

**Conflict** means an actual, potential or perceived conflict between any interest of the CAB and the performance of the CAB's obligations under this Deed, including any interest that may interfere with or restrict the CAB in performing those obligations fairly and independently.

**Conformity Assessment Body** or **CAB** means the audit services provider specified in the Particulars and contracted under this Deed and includes, its Personnel, successors and assigns.

**Conformity Assessment Body IT System** or **CAB IT System** means an information technology system or service (including any cloud storage platform) used by the CAB or any Subcontractor in association with the performance of obligations under this Deed or to access the Department's IT Systems.

**Conformity Assessment Body Records** or **CAB Records** means all Records, except Commonwealth Records, in existence prior to the Deed Commencement Date:

- (a) incorporated in;

- (b) supplied with, or as part of; or
- (c) required to be supplied with, or as part of,

the Deed Records.

**Contact Person** means the position and, in respect of the CAB, individual, as specified in items 1 and 2 of SCHEDULE 1 – DEED AND CAB DETAILS who has authority to receive and sign Notices and written communications for the Department and CAB respectively under this Deed and accept any request or direction in relation to the Deed.

**Corrective Action Plan** or **CAP** means a plan submitted by a Provider to the Department to document corrective actions required for all identified non-conformances.

**Deed** means this document, as varied or extended by the Parties from time to time in accordance with this Deed, and includes the Particulars, Schedule 1, the Guidance, any attachments and any documents incorporated by reference.

**Deed Commencement Date** means the later of 1 July 2022, or the date on which this Deed is signed by the last Party to do so.

**Deed Completion Date** means either:

- (a) the day after the latest of the following:
  - (i) the Initial Deed Period end date; or
  - (ii) the latest Extended Deed Period end date; or
- (b) if this Deed is terminated before any of the days specified in paragraph (a), the day after the day on which this Deed is terminated.

**Deed Records** means all Records:

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

includes all reports.

**Department** means the Commonwealth Department of Employment and Workplace Relations or such other agency or department as may administer this Deed on behalf of the Commonwealth from time to time, and where the context so admits, includes the Commonwealth's relevant officers, delegates, employees and agents.

**Department Employee** means an employee of the Commonwealth working for the Department and:

- (a) any individual Notified by the Department to the CAB as being a Department Employee; and
- (b) any individual authorised by law to undertake acts on behalf of the Department.

**Department's IT Systems** means the Department's IT computer system accessible by a Provider or the CAB, through which information is exchanged between a Provider, the CAB, Subcontractors, Services Australia and the Department in relation to the services under the Workforce Australia Services Deed.

**Department's Security Policies** means policies relating to the use and security of the Department's IT Systems and Records and includes the policy by the name of Security Policy for External Employment Services Providers and Users and any other security policies Notified or advised by the Department. Relevant policies are available at a location as advised by the Department.

**Extended Deed Period** means any period of time after the end of the Initial Deed Period.

**Guidance** means the document by the name of Quality Assurance Framework Guidance for Conformity Assessment Bodies, available at a location as advised by the Department, but which does not include the Workforce Australia Services Guideline.

**Head Licence** means a contract for the delivery of Workforce Australia Services which is formed between the Department and a Provider under the Workforce Australia Services Deed.

**Initial Deed Period** means, subject to any contrary stipulation in this Deed, the period from the Deed Commencement Date to 30 June 2028.

**Insolvency Event** means that the CAB, and/or any party having or exercising control over the Provider:

- (a) becomes externally administered for the purposes of:
  - (i) the *Corporations Act 2001* (Cth) or an external insolvency administrator is appointed to any such entity under the provisions of any companies or securities legislation of another jurisdiction;
  - (ii) any incorporated associations legislation of the Australian states and territories; or
  - (iii) the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth);
- (b) fails to comply with a statutory demand in the manner specified in section 459F of the *Corporations Act 2001* (Cth), and has not made an application to set aside such demand under section 459G of the *Corporations Act 2001* (Cth);
- (c) has, or is reasonably likely to have, a controller (as that term is defined in the *Corporations Act 2001* (Cth)) or mortgagee in possession appointed to its assets;
- (d) if an individual, becomes bankrupt or has entered into a scheme of arrangement with their creditors;
- (e) if an unincorporated entity or trust:
  - (i) an event of the kind referred to in paragraphs (a), (b), (c) or (d) occurs in respect of any of the partners, joint venturers or proprietors of such entity; or
  - (ii) a trustee in bankruptcy (or comparable person) is appointed to the assets and affairs of any of the partners, joint venturers or proprietors of such entity, or any of those partners, joint venturers or proprietors enter into an arrangement or composition with its or their creditors for the payment of their debts; or
- (f) is otherwise unable to pay its debts as and when they fall due.

**International Organization for Standardization 9001 or ISO 9001** means the international standard for a quality management system of that name issued by the International Organization for Standardization (available at <https://www.iso.org/iso-9001-quality-management.html>).

**JAS-ANZ** means the Joint Accreditation System of Australia and New Zealand.

**Loss** means any liability, loss, damage, cost and/or expenses (including legal costs on a full indemnity basis) incurred or suffered.

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

**National Standards for Disability Services or NSDS** means the National Standards for Disability Services as published by the Commonwealth (available at <https://www.dss.gov.au/our-responsibilities/disability-and-carers/standards-and-quality-assurance/national-standards-for-disability-services>).

**Notice** means a notice given in accordance with clause 39.

**Particulars** means the document of that name in which the Parties execute this Deed.

**Party** means a party to this Deed.

**Personal Information** has the same meaning as under section 6 of the Privacy Act.

**Personnel** means:

- (a) in relation to the CAB, any individual who is an officer, employee, volunteer or professional advisor of the CAB; and
- (b) in relation to any other entity, any individual who is an officer, employee, volunteer or professional advisor of the entity.

**Privacy Act** refers to the *Privacy Act 1988* (Cth).

**Provider** means any entity contracted through a Head Licence to provide Workforce Australia Services under the Workforce Australia Services Deed.

**Protected Information** has the same meaning as under section 23 of the *Social Security Act 1991* (Cth).

**Public Sector Data** has the meaning given to that term in section 10(2) of the *Data Availability and Transparency Act 2022* (Cth).

**Quality Assurance Framework or QAF** means the Department's framework as set out in the Guidance for assessing the quality of Workforce Australia Services delivered by Providers to participants, employers and the Department.

**Quality Auditor List** means the list of pre-approved conformity assessment bodies who may be engaged by Providers to conduct Quality Principles Audits.

**Quality Principles** means the principles, developed by the Department and against which Providers must demonstrate adherence to the Quality Assurance Framework, as specified in the Guidance.

**Quality Principles Audit** means any audit, conducted for the purposes of the Quality Assurance Framework in accordance with the Guidance, to determine whether a Provider complies with, or continues to comply with, the Quality Principles.



**Quality Principles Report** means a report of a Quality Principles Audit in accordance with the Guidance.

**Records** means documents, information and data stored by any means and all copies and extracts of the same, and includes Deed Records, Commonwealth Records and CAB Records.

**Required Accreditation** means accreditation from JAS-ANZ to certify an organisation against ISO 9001 and/or the NSDS.

**Self-Assessment Tool** means the document, supplied by the Department to Providers, which Providers are required to complete to undertake an initial review of their policies and procedures as part of a Quality Principles Audit.

**Subcontract** means an arrangement entered into by the CAB under which some or all of the CAB's obligations under this Deed are provided by another entity.

**Subcontractor** means any party which has entered into a Subcontract with the CAB, and includes the party's Personnel, successors and assigns as relevant.

**Term of this Deed** refers to the period described in clause 3.1.

**Workforce Australia Services** means services of that name provided by a Provider in accordance with the Workforce Australia Services Deed of Standing Offer 2022-2028 and any Head Licence.

**Workforce Australia Services Deed of Standing Offer 2022-2028 or Workforce Australia Services Deed** means the Workforce Australia Services Deed of Standing Offer 2022-2028, being an agreement between a Provider and the Department for the provision of the Workforce Australia Services, available at a location as advised by the Department.

**Workforce Australia Services Guideline** means the guideline of that name, or such other name as advised by the Department from time to time, issued under the Workforce Australia Services Deed and available at a location as advised by the Department.