

AGREEMENT

BETWEEN

NORTHERN TERRITORY OF AUSTRALIA

care of

the DEPARTMENT OF THE CHIEF
MINISTER

AND

UNIONS NT
[ABN 48 929 504 093]

Agreement Dates: 1/07/2017 - 30/06/2022

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PARTIES

THE NORTHERN TERRITORY OF AUSTRALIA, care of the **DEPARTMENT OF THE CHIEF MINISTER (DCM)** NT House, 22 Mitchell Street, Darwin in the Northern Territory of Australia

AND

Unions NT care of 38 Wood Street, Darwin in the Northern Territory of Australia.

PREAMBLE

- A. DCM requires that the Services be made available for people in the Northern Territory.
- B. Unions NT has agreed to provide the Services and this Agreement evidences the terms and conditions agreed between the parties.

PERIOD OF AGREEMENT

Commencement Date: 1/07/2017

Expiry Date: 30/06/2022

This Agreement will commence and expire on the dates provided above or such earlier time as may be agreed between the parties in writing.

Either party may seek to extend this Agreement by giving notice in writing to the other party within six (6) months prior to the expiry of this Agreement. Any extension of this Agreement shall not exceed the original term of this Agreement.

AGREEMENT

1. DEFINITIONS

In this Agreement the following words and expressions shall have the following meanings hereby assigned to them:-

"Agreement" means this Agreement for provision of the Services and its Schedules;

"Approved Financial Institution" means a financial institution registered in Australia and operating as a bank, credit union or building society;

"Assets" means any purchase of buildings, equipment, vehicles, furniture or goods by Unions NT where at least 80% of the moneys used to purchase such Asset is: derived from the Funding, revenue derived directly from the Funding; or acquired directly from the Northern Territory Government;

"Commencement Date" means the date appearing on page 3 of this Agreement;

"Confidential Information" in relation to a party means information that:

- a) is by its nature confidential;
- b) is designated by that party as confidential; or
- c) the other party knows or ought to know is confidential;

and includes:

- information about the financial position of the party;
- information relating to the internal management, personnel, business policies and methods of the party;
- information in the party's possession relating to the other party's clients or suppliers, and like information;

but does not include information which is or becomes public knowledge or comes to the knowledge of a party other than by breach of this Agreement;

"Expiry Date" means the date appearing on page 3 of this Agreement;

"Funding" means the funding specified in the Service Plan;

"Intellectual Property" means copyright (including future copyright), trade marks (registered and unregistered), industrial designs and patents (whether registered or registrable) in all documents, reports, charts, drawings, data bases, software, source codes, models, systems, slides, tapes and specifications developed or created by Unions NT;

"Notice" means an advance formal announcement of an intention to end an agreement;

"Performance Report" means a report by which the performance measures itemised in the Service Plan of this Agreement are addressed in such manner that the level of progress in undertaking the Services can be determined;

"Personal Information" means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion;

"Program" means a DCM (Departmental) program which delivers Outcomes;

"Program Review" means a review of the Departmental Program which addresses the questions of whether the Program is needed, is achieving its intended outcomes or can be made to work better;

"Services" means the services more particularly set out and described in the Service Plan;

"Service Plan" means the plan described at Schedule 1 to the Agreement;

"Service Review" means a review of Unions NT's effectiveness, appropriateness and efficiency in delivering the Service;

"Service Standards" means pre-defined levels of performance which are set on various aspects of Unions NT's performance of the Service;

2. SERVICES AND STANDARDS

Unions NT agrees to provide the Services during the period of this Agreement subject to the terms and conditions of the Agreement and in accordance with the guidelines and standards as described in the Service Plan.

3. REVIEW OF SERVICES

- 3.1 Unions NT will undertake planning, development and evaluation of the Services on an on-going basis in consultation with clients and relevant external agencies.
- 3.2 Unions NT will participate with officers from DCM or its other appropriate nominees, in reviewing the Services to determine if the Organisation is meeting its obligations under the terms of this Agreement ("Service Review"). DCM will give 28 days' notice of a Service Review and may request written reports from Unions NT to assist DCM in carrying out the Service Review.
- 3.3 If DCM undertakes a Service Review, DCM will provide a written Service Review report on the Service Review to Unions NT within 28 days of its completion.
- 3.4 Unions NT will allow DCM staff or its representatives access to the premises from which the Services are delivered for the purpose of monitoring the performance of this Agreement, at any time upon reasonable notice.
- 3.5 Where DCM notifies Unions NT in writing of its intention to undertake a Departmental Program Review, Unions NT will participate in the same and will (subject to any restrictions contained in any privacy legislation) provide all such information and release any records to DCM which might assist DCM with the conduct of the Departmental Program Review.

4. MUTUAL OBLIGATIONS

The parties acknowledge that they can best achieve the desired outcomes for their clients if they work in a spirit of co-operation and collaboration. Specific areas of mutual obligation that have been negotiated between the parties are detailed in the Service Plan. The parties agree to bona fide consult with each other as regularly as necessary to ensure that such matters are discussed and dealt with appropriately and adequately.

5. PAYMENT OF FUNDING

- 5.1 DCM agrees to make payments to Unions NT as detailed in the Service Plan, by annual instalments in advance at the commencement of each financial year, or as otherwise specified in the Service Plan ("the Funding").
- 5.2 Unions NT agrees to use and apply the Funding for the purpose only of delivering the Services.
- 5.3 Unions NT agrees to hold all amounts paid or payable to Unions NT under the Agreement in an account at an Approved Financial Institution in the name of Unions NT.
- 5.4 If any amounts paid to Unions NT under this Agreement are kept in an interest-bearing account, then Unions NT agrees to apply any and all interest earned on those amounts towards the provision of the Service.

6. REPAYMENT OF FUNDING

- 6.1 If at any time DCM forms the reasonable opinion, that the Funding:
 - (a) cannot, by reconciliation between the accounts and records maintained by Unions NT (as reported to DCM by Unions NT in the reports referred to in Clause 7), be shown to the reasonable satisfaction of DCM to have been spent or committed in accordance with this Agreement; or

- (b) has been used, spent or committed by Unions NT other than in accordance with this Agreement;

DCM may by written notice to Unions NT require Unions NT to repay that part of the Funding and Unions NT must repay to DCM the amount set out in the notice within a timeframe to be determined by DCM after consultation with Unions NT.

- 6.2 Prior to issuing a notice pursuant to Sub-clause 6.1, DCM will give Unions NT a reasonable opportunity to respond to any concerns that DCM may have regarding the expenditure of the Funding.
- 6.3 The operation of this clause survives the expiration or earlier termination of this Agreement.

7. REPORTING

- 7.1 Unions NT shall submit reports to DCM in respect of Unions NT's performance of the Service ("Performance Reports") for the period 1 July to 30 June, a Performance Report shall be submitted on or before 31 October of that year:-
- 7.2 The Performance Reports shall contain
 - (a) information pertaining to the performance of Unions NT by measures as set out in the Service Plan and any other pertinent operational information Unions NT may wish to provide;
 - (b) a financial acquittal report, in line with the National Standard of Accounts (NSCOA) definitions;
 - (c) Annually an audited financial statement with income and expenditure identified for each of the Services of Unions NT as detailed in the Service Plan.

8. ACKNOWLEDGMENT

Unions NT will acknowledge the contribution of the Northern Territory Government in all relevant promotion and advertising material.

9. GOODS AND SERVICES TAX

- 9.1 For the purposes of this Clause unless the context otherwise requires:-
 - (a) ("GST" means any tax imposed on Supply by or through the New Tax System (Goods and Services Tax) Act 1999 ("the Act") and any related Tax Imposition Act and "New Tax System Changes" has the meaning it bears in the New Tax System (Trade Practices Amendment) Act 1999 ("the TPA"). Where any other term is used in this clause which is defined in the Act or the TPA it must have the meaning which it bears in the Act, or (if the term is not defined in the Act) then the meaning which it bears in the TPA;
 - (b) "GST Rate" means the percentage amount of GST payable determined under section 9-70 of the Act as amended from time to time;
 - (c) "Input Tax Credit", "Recipient", "Supplier" and "Supply" have the meaning they bear in the Act.

- 9.2 The parties acknowledge that where applicable, the Funding is inclusive of GST, where

GST is calculated using the GST Rate at the time of forming this Contract.

9.3 Where the GST Rate is changed after the date of formation of this Contract the consideration under this Contract will be increased or decreased so that the consideration remains inclusive of GST, with GST calculated using the new GST Rate from the date of the change of the GST Rate that applies at the date of formation of this Contract.

9.4 Recipient created invoices.

DCM and Unions NT agree that in respect to any and all of the taxable supplies made to DCM by Unions NT pursuant to this Agreement (including any renewal or extension):

- (a) DCM can issue tax invoices (recipient created tax invoices); and
- (b) Unions NT will not issue tax invoices.

9.5 Unions NT:

- (a) acknowledges and warrants that it is registered for GST purposes as at the date of this Agreement and that its ABN is provided on the execution page of this Agreement;
- (b) covenants that it must notify DCM forthwith if it ceases to be registered for GST purposes;
- (c) must notify DCM if it is exempt or not required to be registered and in which case the funding will be exclusive of GST and DCM will prepare an invoice in respect of funding in a similar manner as Clause 9.4.

9.6 DCM:

- (a) acknowledges and warrants that it is registered for GST purposes as at the date of this Agreement and that its ABN is 84 085 734 992;
- (b) covenants that it must notify Unions NT forthwith if it ceases:
 - i. to be registered for GST purposes; or
 - ii. to satisfy any of the legal requirements for issuing a recipient created tax invoice.

9.7 DCM must issue to Unions NT the original or a copy of:

- (a) the recipient created tax invoices within 28 days of the making, or determining the value of, taxable supply (and must retain the original or a copy);
- (b) any adjustment note within 28 days of the adjustment (and must retain the original or a copy).

9.8 Clause 9.4 will cease to have effect upon:

- (a) either or both of DCM and Unions NT ceasing to be registered for GST purposes; or
- (b) the legal requirements for issuing a recipient created tax invoice ceasing to be satisfied.

10. VARIATIONS TO AGREEMENT

Any change, departure from, amendment, variation, waiver or modification of any provision contained in this Agreement will have no force or effect on any party unless made in writing and signed by both parties.

11. INSURANCES

- 11.1 Subject to any provision in any agreement between DCM and Unions NT to the contrary, Unions NT agrees to obtain and maintain such insurance policies as are required for the effective performance of the Service, including but not limited to:
- (a) general third party liability (public risk) insurance in an amount of not less than Ten Million Dollars (\$10,000,000.00) in respect of any one event;
 - (b) liability on account of accident or injury to employees of Unions NT;
 - (c) loss, damage, or theft of property belonging to Unions NT and Assets.
- 11.2 Unions NT shall provide DCM with evidence of the currency of insurance policies upon each renewal of such policy and at any other time as may be requested by DCM.

12. ASSETS

- 12.1 Assets purchased with the Funding must be recorded in an Assets Register.
- 12.2 Assets purchased by Unions NT with the Funding become the property of the Organisation unless otherwise agreed.
- (a) Unless DCM directs otherwise, in the event of termination of this Agreement for any reason (including the end of the Agreement), the ownership interest in Assets recorded in the Asset Register will vest in
 - (b) DCM in proportion to the amount of Funding used to purchase the Assets.
- For example, if an Asset were purchased by an Organisation for \$500 using \$450 from the Funding and \$50 from an Organisation's own funds, upon termination of the Agreement, 90% of the ownership interest in the Asset would vest in DCM.
- 12.3 When Unions NT wishes to dispose or grant security of an asset that has a value exceeding \$5,000.00 at that time, and that asset was purchased in whole or in part with the Funding or has been acquired from the Northern Territory Government, formal application will be made to DCM for approval of the disposal or granting of security.
- 12.4 If Unions NT is subject to the *Associations Incorporation Act* and the value of an asset purchased with Government funding exceeds \$25,000.00 (prescribed property) the Attorney General, as the Minister responsible for the Act, must consent to the disposal of any such asset.

13. INTELLECTUAL PROPERTY

- 13.1 Unless otherwise agreed in writing between the parties, Unions NT shall transfer to DCM all of its right title and interest in any Intellectual Property in materials described in the Service Plan and developed by Unions NT with the Funding.
- 13.2 During the term of this Agreement, DCM grants to Unions NT a royalty-free, non-exclusive license to use, reproduce and maintain the Intellectual Property referred to at 13.1 for the sole purpose of providing the Service.

13.3 Any Intellectual Property created by Unions NT with the Funding in accordance with a Service Plan for the delivery of the Service, and not specifically mentioned in the Service Plan shall remain the property of Unions NT.

14. COMPLIANCE WITH LAWS

14.1 Unions NT shall comply with all applicable Commonwealth, Territory and municipal laws, statutes, regulations, by-laws and codes of practice in delivering the Services.

14.2 Unions NT shall obtain at its own cost all permits and licenses required to be taken out from time to time by Unions NT in connection with its performance of the Services and must keep such permits and licenses current.

15. LIABILITY AND INDEMNITY

15.1 Unions NT will be solely responsible for all loss or damage:-

- (a) arising out of the performance of the Services; or
- (b) arising out of the acts or omissions of Unions NT or any of its agents, employees or contractors in connection with the performance of the Services.

15.2 Unions NT will be solely responsible for all claims for damage to property or for injury or death of any person directly or indirectly resulting from:-

- (a) the performance of the Services; or
- (b) arising out of the acts or omissions of Unions NT or any of its agents, employees or contractors in connection with the performance of the Services.

15.3 Unions NT agrees to indemnify DCM, to keep it indemnified and forever hold it harmless against and from any and all:-

- (a) claims;
- (b) liabilities;
- (c) suits or actions; and
- (d) loss or damages (including legal fees on a solicitor/client basis)

arising out of or resulting from the carrying out or provision of the Services and/or the performance or failure by Unions NT to use all due care, skill and diligence or otherwise.

16. ASSIGNMENT

Unions NT shall not transfer, assign or otherwise dispose of its rights, duties, benefits, obligations or interest under the Agreement without the prior written consent of DCM which consent may be withheld at the discretion of DCM.

17. SUBCONTRACTING

17.1 Unions NT may not sub-contract any Service except as agreed between DCM and Unions NT in a Service Plan, or with the consent in writing of DCM and in accordance with sub-clause 17.2.

- 17.2 DCM shall not unreasonably withhold consent to Unions NT sub-contracting part of the Services, provided:
- (a) the proposed sub-contractor is a fit and proper person to undertake the sub- contract;
 - (b) such sub-contracting does not in the reasonable opinion of DCM constitute sub-contracting of the whole or a substantial part of the Services; and
 - (c) any sub-contracting must be undertaken at Unions NT's sole expense and responsibility.
- 17.3 Unions NT will ensure that:-
- (a) any sub-contract entered into is not inconsistent with this Agreement; and
 - (b) all sub-contractors comply with their sub-contracts and the terms of this Agreement as if they were a party to it.
- 17.4 The grant of any consent to sub-contract under this clause will not relieve Unions NT from any liability under this Agreement.

18. DISPUTE RESOLUTION

- 18.1 Any dispute arising in connection with this Agreement which cannot be settled by negotiation between the parties or their representatives within 10 days of written notification by either party of a dispute will be submitted to an independent mediator for resolution.
- 18.2 If the parties are unable to resolve their dispute with the assistance of an independent mediator, either party may refer the dispute to arbitration by an independent arbitrator to be appointed by the President of the Australian Institute of Arbitrators, whose decision or award shall be conclusive and binding on the parties.

19. BREACH AND TERMINATION

- 19.1 A breach of this Agreement will occur if Unions NT:
- (a) fails to carry out the Service in accordance with this Agreement;
 - (b) does not apply the Funding in the manner provided in this Agreement;
 - (c) refuses to provide DCM with information required in accordance with this Agreement; or
 - (d) has a liquidator, receiver, or administrator appointed to manage its assets or affairs.
- 19.2 In the event of any breach of this Agreement by Unions NT, DCM will consult with Unions NT with respect to resolving such breach through the development of a management plan. If the breach is not adequately resolved to the satisfaction of DCM, having regard to the nature and severity of the breach then DCM may:-
- (a) suspend any further payments of the Funding;
 - (b) terminate this Agreement by giving written notice to Unions NT.
- 19.3 In the event that Unions NT breaches a provision of a Service Plan, DCM will consult with Unions NT with respect to resolving the breach and may:-
- (a) sever the whole or part of a Service Plan so that the Service Plan is no longer a part of

this Agreement; or

- (b) immediately terminate this Agreement by giving written notice to Unions NT.
- 19.4 In any other case, this Agreement may be terminated by either party giving to the other party ninety (90) days written notice of such termination, including reason(s) for the termination, at which time this Agreement shall immediately be terminated without the need for any further action by either party.
- 19.5 In the event that this Agreement is terminated in accordance with Clause 19.4, Unions NT agrees that it will not be entitled to any compensation, damages, costs, expenses or otherwise from DCM in respect of such termination.
- 19.6 In the event of termination of this Agreement, Unions NT agrees to repay any of the Funding not expended or committed to DCM.
- 19.7 In the event that either party terminates this Agreement or notifies the other of its decision not to extend this Agreement or enter into a new Agreement, DCM will develop with Unions NT a Transition Plan.
- (a) The intention of developing a Transition Plan is to ensure that:
 - i. the Service is appropriately wound up;
 - ii. consultation with other affected organisations occurs;
 - iii. any obligations by Unions NT to clients are met; and
 - iv. where relevant, continuity of service to clients by any proposed new provider is maintained.
 - (b) A Transition Plan will also ensure that assets that have been purchased with the Funding and which are essential for the ongoing provision of service are transferred to any proposed new provider.

20. CONFLICT OF INTEREST

Unions NT warrants that it does not have any interest, obligation or entitlement or is a party to any arrangement, whether directly or indirectly, which may conflict with its obligations under this Agreement.

Unions NT undertakes to advise DCM of any conflict of interest which may arise during the period of this Agreement.

21. DISCLOSURE OF INFORMATION

- 21.1 Neither party shall (without the prior written approval of the other which approval must not be withheld unreasonably), make public or disclose to any person, any Confidential Information belonging to the other.
- 21.2 This clause will not apply where the Confidential Information is legally required to be disclosed by a party.
- 21.3 Each party must take reasonable steps to ensure that its employees (including Government Departments or Agencies), agents, sub-contractors and professional advisers engaged for the purposes of this Agreement, do not make public or disclose the other party's Confidential Information.

21.4 Notwithstanding this clause, DCM may disclose any Confidential Information provided to it by Unions NT to:

- (a) any other Department or Agency of the Northern Territory Government; and/or
- (b) to the public by way of information contained in the annual Auditor General's Report.

21.5 This clause survives the termination of this Agreement.

22. PRIVACY

Unions NT agrees with respect to all services performed under this Agreement to collect, use, disclose and otherwise handle personal information in connection with the Agreement in accordance with the Privacy Act 1988 (Cth) and the National Privacy Principles contained within that Act.

23. RELATIONSHIP

Nothing in this Agreement or its performance gives rise to any relationship of agency or partnership between the parties or between any personnel of the parties.

24. INTERVENING EVENT

24.1 If Unions NT is unable, wholly or in part, to carry out its obligations under this Agreement due to: natural disasters, strikes, lockouts, or other industrial disturbances, war, unavoidable accident, fire, flood, or explosion (an "Intervening Event"), Unions NT shall give DCM notice of the Intervening Event and insofar as is known, the probable extent to which it will be unable to perform or will be delayed in performing its obligations, and its obligations must be suspended so far as it is affected by the Intervening Event.

24.2 Once the Intervening Event has ended, Unions NT shall carry out all acts which it would have been liable to carry out had the Intervening Event not occurred.

24.3 Unions NT shall take all reasonable steps to eliminate the Intervening Event and resume performance as promptly as practicable.

25. ENTIRE AGREEMENT

25.1 This Agreement and the Schedules constitute the entire agreement between the parties in respect of the Service and shall take effect accordingly.

25.2 Any prior agreements or arrangements between the parties in respect of the Service and all correspondence and documents relating to the Service which may have passed between the parties prior to the date of this Agreement do not form part of this Agreement.

26. WAIVER

No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by either of the parties implies or constitutes a further waiver by a party of that condition or covenant, right or remedy or of any other condition, covenant, right, or remedy.

27. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Northern Territory of Australia.

28. HEADINGS

The headings and marginal notes in this Agreement are for convenience only and shall not be construed as a part of this Agreement.

29. NOTICES

29.1 All notices, approvals, consents, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be served personally or by prepaid registered post or email, at the address of the party indicated below or at such other address as any such party may have substituted for it by notice to the other party.

29.2 A notice, approval, consent, demand or other communication sent by:

- (a) prepaid registered post is to be taken to be received on the 3rd day after posting;
- (b) sent by email is taken to have been received on receipt by the sender of the email of a notification that the message has been received at the addressee's mailbox, subject to no notification being sent by or on behalf of the addressee advising that the addressee is "out of office" or similar.

29.3 For the purposes of this clause the address for service of the parties must be as follows:-

(a) DCM:

Attention: Lu Steuart

Address: GPO Box 4396, DARWIN Northern Territory 0801

Email: Socialpolicy.DCM@nt.gov.au

(b) Unions NT:

Attention: Kay Densley

Address: GPO Box 1833, DARWIN, Northern Territory 0801

Email: Kay.densley@cpsu.org.au


SIGNING

This document is executed as an agreement.

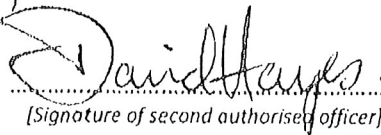
SIGNING BY THE RECIPIENT:

THIS SECTION TO BE SIGNED BY THE RECIPIENT
(must be signed by a person with the power and authority to sign on behalf of the Recipient)

SIGNED for and on behalf of *[Association Name]*)
Unions NT)
in accordance with its constitution in the presence of:)


.....
[Signature of authorised officer]


Date: 31/10/17


.....
[Signature of second authorised officer]

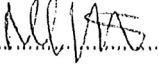
Date: 31/10/17

GOVERNMENT USE ONLY
THIS SECTION TO BE SIGNED BY THE NORTHERN TERRITORY

SIGNED by Julie Ryan..... for and on)
behalf of the **NORTHERN TERRITORY OF AUSTRALIA**)
pursuant to a delegation under the *Contracts Act* in the)
presence of:)


.....
[Signature of Delegate]

Date: 15/11/17


.....
[Signature of witness]

MELANIE GRIFFITH
.....
[Full name of witness]

Please return completed agreement (all pages) to:
Lu Steuart, Director
Partnerships, Social Policy Coordination, Department of the
Chief Minister
Hand Delivery: Level 9, NT House, 22 Mitchell Street,
Darwin
Post: GPO Box 4396, Darwin NT 0801

Email: Socialpolicy.DCM@nt.gov.au
Contact 08 8999 5028 if you have any queries in relation to this
agreement.

Service Plan

Organisation: Northern Territory Trades and Labour Council incorporated and operating as UNIONS NT. ABN: 48 929 504 093

Service Name:

Start Date	End Date
01/07/2017	30/06/2022
01/07/2017	30/06/2022

Period of Service Agreement:

Period of Service Plan:

SERVICE PLAN FUNDING

Funding Period	Program	Base Funding (Per Annum) \$	GST(10%)	Base + GST
01/07/2017-30/06/2022	Peak Body	\$250 000	\$25,000	275,000

<p>NT Government Outcome</p>
<p>Work effectively and actively with NT Government agencies to deliver outcomes under key NT Government social and economic policies</p>
<p>Service Outcome</p>
<ul style="list-style-type: none"> • To improve the social and economic future of workers and the community in the NT. • To advance the interest of working people and the communities they live in by protecting and furthering workplace rights and safety and by advocating for social justice • To engage with policy makers to ensure future skill needs are met. • To provide a shared voice for workers and unions in the NT. • Organize events, undertake research and provide information on affiliated unions on issues affecting their respective industries.
<p>Standards & Quality Improvement</p>
<p>Unions NT will have in place an internal complaints mechanism and occupational health and safety policy.</p>
<p>Data Collection</p>
<p>As per the Reporting requirements in the Clause 7 of the Core Agreement Unions NT agrees to:</p> <ul style="list-style-type: none"> • provide a narrative performance report, which addresses the service activities and performance measures; • provide a financial acquittal report, in line with the National Standard Chart of Accounts (NSCOA) definitions • provide an independent audited financial statement.
<p>These reports will be provided by October 31 for the financial year preceding that date.</p>
<p>Fees Policy</p>
<p>Unions NT reserves the right to charge fees for sector development activities, memberships and publications, where applicable.</p>
<p>Unions NT reserves the right to pursue additional funding avenues including, but not limited to corporate and philanthropic sponsorships.</p>
<p>Special Conditions</p>
<p>Unions NT understands the need to ensure the funded service properly represents its client base and promotes diversity in staffing, management and organisational governance. During the term of this Service Agreement, Unions NT agrees to implement strategies to actively recruit and retain staff and board</p>


Schedule 1

members from Aboriginal and Culturally and Linguistically Diverse backgrounds, in a way that ensures the most appropriate mix of skill and experience to best manage the service delivery requirements associated with this funding agreement.
Unions NT agrees to meet with senior DCM representatives on a quarterly basis, DCM agrees to convene these meetings.

Service Description

Deliver policy, advice, advocacy, community engagement and sector development activities, with the aim of developing and promoting programs and initiatives that support strategic and collaborative approaches to the social and economic future of workers and the community in the Northern Territory.

Service Activities	Reporting Measures
Participate in key NT Government workplace policy developments and initiatives as requested by the NT Government (including work groups and committees, written submissions and ad-hoc activities).	<p>Report providing:</p> <ul style="list-style-type: none"> • activities undertaken and the role of UnionsNT • key result/outcomes from participation • an assessment of opportunities and challenges
Provide self-generated advice on social issues affecting the Northern Territory (including to the NT and Commonwealth Governments) including participating in key working groups and committees.	<p>Report listing:</p> <ul style="list-style-type: none"> • activities undertaken including involvement in working groups/committees including role (e.g. lead, chair, member) • publications/reports/submissions
Timely dissemination of appropriate information and research.	Report providing a summary of activities undertaken including methods used to disseminate information
Provide training, support and advice to affiliated unions and their members on key changes to workers compensation and workplace health and safety legislation	<p>Report providing:</p> <ul style="list-style-type: none"> • activities undertaken in relation to workers compensation and workplace health and safety • publications/reports/submissions.
Develop and coordinate campaigns and events that promote safer workplaces in the NT.	Report providing a summary of activities undertaken including methods used to disseminate information.

Contact Officer:	Department of the Chief Minister	Contact Officer:	UnionsNT
Name:	Lu Steuart	Name:	Kay Densley
Position:	Director, Partnerships, Social Policy Coordination	Position:	Secretary
Phone:	8999 5028	Phone:	0402 182 003
Email:	Socialpolicy.DCM@nt.gov.au	Email:	Kay.densley@cpsu.org.au
Signature:		Signature:	
Date:		Date:	31/10/17