

10 MARCH 2008

## **DRAFT JOB FUTURES MEMBERSHIP CHARTER**

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### **JOB FUTURES MEMBERSHIP CHARTER**

The Members acknowledge and agree that the following principles are fundamental to the business conducted by Job Futures Ltd ("the company").

- Job Futures Ltd is founded on a co-operative basis between its member organisations to facilitate its current and future members' entry into and performance in programs that assist disadvantaged people to move into sustainable employment.
- Membership of Job Futures Ltd requires an ongoing obligation on each Member to act in good faith to each other member, to the company and to the Job Futures network as a whole and not to engage in conduct prejudicial to the interests of Job Futures Ltd.
- Membership of Job Futures Ltd requires that each member adheres strictly to the obligations imposed on members as set out in key company documents including, but not limited to:
  - (a) the membership policy adopted by the Board from time to time;
  - (b) the Constitution of Job Futures Ltd, as varied from time to time;
  - (c) any Sub Contract Agreement entered into between Job Futures Ltd and a member; and
  - (d) this Membership Charter.
- Job Futures Ltd has obligations to its members and is accountable to them through the governance structures set out in the Constitution and policies and procedures adopted by the Board from time to time.

The terms and conditions of this Membership Charter, as amended from time to time in accordance with Clause 11, are legally binding on all current and future members of Job Futures Ltd and on Job Futures Ltd itself.

- The Job Futures Membership Charter includes rights and obligations of the member organisations that are the members of Job Futures Ltd.

- The terms of this Membership Charter shall be read in conjunction with the Constitution of Job Futures Ltd, the Job Futures Code of Conduct and any Sub Contract or agreement separately entered into between a member and Job Futures Ltd.
- In the event of any inconsistency between this Membership Charter and the Constitution of Job Futures Ltd, the Constitution shall prevail.
- In the event of any inconsistency between this Membership Charter, the Constitution or a Sub Contract, the order of precedence shall be:
  - (a) the Constitution; then
  - (b) the Job Futures Membership Charter; then
  - (c) the Sub Contract

## **1. Job Futures Ltd not in control of member organisations**

Job Futures Ltd does not, and will not attempt to, exercise control over the operations of any member organisation except to the extent allowed or required by any relevant contract entered into between the member and Job Futures Ltd including the Constitution and this Membership Charter.

## **2. Tendering and Contracting**

2.1 The Board of Job Futures Ltd is empowered to determine and communicate to members the specific criteria for inclusion of any member as a nominated sub contractor or formal partner in a Job Futures tender. These criteria may include, but are not limited to:

- (a) Past performance in delivering the program/service;
- (b) Demonstrated capacity to deliver the program/service in the area for which the tender is proposed;
- (c) Demonstrated local linkages including mechanisms for promoting engagement of the local community.

The Board of Job Futures Ltd will determine and communicate to members the basis upon which any conflicting interests of members in each tender process will be resolved.

2.2 Job Futures Ltd will apply these criteria impartially when selecting a nominated sub contractor or partner for a Job Futures Ltd tender.

2.3 Any member which meets the required criteria has the right to be included in relevant tenders provided that their inclusion would not significantly damage the rights and interests of another member or of Job Futures Ltd.

2.4 A member affected by a decision of Job Futures Ltd to select a sub contractor or partner may seek review of the decision through a Board disputes committee which will consider any request for review within 3 business days of receipt.

2.5 Job Futures Ltd may require that a member participating in a tender pay a specific levy to cover the costs of developing the tender.

2.6 A member which fails to provide information required for a tender within specified timeframes may be excluded from the tender.

### **3. Tender against Job Futures Ltd**

3.1 It is a fundamental condition of membership of Job Futures Ltd that a member is entitled to continue to receive the benefits of membership on the basis that it is acting in concert with and on a co-operative basis with its fellow members.

3.2 Members of Job Futures Ltd must only participate in a tender to provide Job Network services (or any successor program to Job Network) as a sub contractor to or partner with Job Futures Ltd, unless the prior written consent of Job Futures Ltd has been obtained.

3.3 A member which has entered into a sub contract with Job Futures Ltd to deliver a program or services must not tender, in its own right, for that same, or any successor program, whilst remaining as a member of Job Futures Ltd, unless the prior written consent of Job Futures Ltd has been obtained.

3.4 A member which submits a tender in contravention of sub clauses 3.2 or 3.3 is acting in a manner prejudicial to the interests of Job Futures Ltd and its members and is liable to forfeit its membership, in accordance with the provisions of rule 11 of the Constitution.

3.5 Sub clauses 3.2, 3.3 and 3.4 are applicable to a tender to deliver the program or services in any location within Australia.

3.6 A member affected by a decision of Job Futures Ltd to refuse consent may seek review of the decision through a Board disputes committee which will consider any request for review within 3 business days of receipt of that request.

#### **4 Job Futures Ltd and members right to tender**

4.1 Job Futures Ltd will not submit a tender to deliver new services in a location where that tender is likely to damage the pre-existing business of a member organisation in that location.

4.2 Members have the right to compete directly against other members when tendering for business in their own right.

#### **5 Conflict of interest**

5.1 Board members and senior staff of member organisations must disclose their personal interest in any other organisation which is in the same market place as Job Futures Ltd or may be reasonably expected to be in the same market place with Job Futures Ltd in the future.

5.2 Failure to disclose such interest on behalf of a senior staff member or board member of an organisation is considered to be an action by that member organisation and is an action prejudicial to the interests of Job Futures for the purposes of clause 11 of the Constitution.

5.3 Job Futures Ltd will maintain a register of the interests of its Directors and Senior Staff which will be made available to a member organisation on request.

For the purpose of this clause the term "market place" means the national, regional or local market for services/program delivery of a similar nature to those delivered by Job Futures Ltd.

#### **6 Not to Damage Job Futures Ltd or Other Members**

6.1 Members must not, in their practice, behaviour or communication, oral or written, including with customers, clients and jobseekers or the media, demean or impugn the reputation of other Job Futures members, Job Futures Ltd or their respective employees.

6.2 Members must not wilfully seek to bring Job Futures Ltd or any member into disrepute, or otherwise behave in any manner or pursue any practice that may bring Job Futures Ltd or any member into disrepute.

6.3 Neither Job Futures Ltd nor its representative or employees will in their practice, behaviour or communication, oral or written, including with customers, clients and jobseekers or the media, demean or impugn the reputation of a Job Futures member, Job Futures Ltd or their respective employees.

## **7 Governance**

7.1 A condition of continuing membership of Job Futures Ltd is that each member organisation operates on a not for profit basis and with objectives consistent with those of Job Futures Ltd. For the purpose of this clause the phrase "not for profit basis" means that no profit, dividend or assets can be distributed to the members of the organisation and that all funds are used for objects of the member organisation.

7.2 Any change in the legal status, shareholding, or membership of a member, or that of the holding company of a member, so that a different entity will control the composition of more than fifty per centum (50%) of the rights to vote at a general meeting must be immediately communicated to Job Futures Ltd. The Board may elect to approve this change. If, however the Board does not approve this change within 30 days, the organisation ceases to be a member of Job Futures in accordance with clause 11.1 of the Constitution.

7.3 Member organisations must meet the governance and reporting requirements of the legislation under which they are incorporated and other relevant legislation which applies to the organisation.

7.4 Each Member independently agrees that a failure on its part to comply with any provision of this Membership Charter will constitute conduct prejudicial to the interests of Job Futures Ltd for the purposes of clause 11 of the Constitution and may result in the member forfeiting membership in Job Futures Ltd.

7.5 Members must provide a copy of their Annual Report and audited annual financial statements to Job Futures Ltd as soon as practicable and no later than 5 months after the end of the relevant reporting year unless otherwise agreed by Job Futures Ltd.

## **8 Use of confidential information**

"Confidential information" includes all performance data (other than publicly available information), financial information, governance information, business strategy, information about innovations, approaches and strategies.

8.1 Confidential information acquired by member organisations through their membership of Job Futures Ltd or delivery of Job Futures Ltd contracts may only be used in the delivery of the sub contract unless Job Futures specifically consents to another use. Except where otherwise provided for in this Membership Charter, a member who uses Confidential Information for purposes other than delivery of a Job Futures Ltd contract is engaged in conduct prejudicial to the interests of Job Futures Ltd for the purposes of clause 11 of the Constitution.

8.2 Members are entitled to use information about their own organisation's performance as a sub contractor in their tenders, except where the tender is for a service or program which they currently or previously delivered as a sub contractor to Job Futures Ltd.

8.3 Job Futures Ltd will not provide confidential information collected from a member organisation to a third party except:

- with the organisation's consent; or
- where that information relates directly to delivery of a Job Futures Ltd contract.

8.4 Member organisations must not provide confidential information about another sub contracted organisation or Job Futures Ltd to a third party without the relevant organisation's consent.

8.5 Job Futures Ltd may suspend the provision of confidential information to a member if in its opinion, reasonably formed, such confidential information is being used for a purpose not related to the provision of services to Job Futures Ltd.

## **9 Inclusion of new member organisations**

9.1 Job Futures Ltd will advise members prior to consideration of any new application for membership and will give members the opportunity to lodge an objection if, in their view, inclusion of the organisation will be adverse to the interests of their organisation.

9.2 Criteria for acceptance of new members will include:

- not for profit status
- evidence of effective governance
- financial viability;
- consistency of organisational goals with those of Job Futures;
- extent to which the proposed member's operations are or may be in competition with or complementary to Job Futures existing operations;
- ability to contribute to the future performance and growth of Job Futures.

9.3 Additional criteria may be established from time to time by Job Futures Ltd and will be the subject of consultation with member organisations prior to implementation.

## **10 Transparency in decision making**

10.1 Job Futures Ltd will advise members of significant decisions made by the Board.

10.2 Each member organisation has a right to access the following core documents on request:

- Board policies;
- Job Futures Ltd Strategic Plan;
- Audited financial statements of Job Futures Ltd.

## **11 Change in the obligations of members**

Any proposed change to this Membership Charter will be subject to consultation with members and can only be given effect in accordance with the Constitution.

## **12 Accountability of Job Futures Ltd**

12.1 The Job Futures Ltd Board is accountable to its members for the overall performance of the organisation.

12.2 The Job Futures Ltd Board will, on an annual basis, conduct a survey of members to determine, amongst other matters, the level of satisfaction with the direction, management and operations of the organisation. Results will be reported to members.

12.3 Job Futures Ltd will operate on the basis of transparency in its decision making and will consult with members in relation to significant issues to the extent practicable.

12.4 Job Futures Ltd will develop, in relation to each program, a statement of minimum expectations of sub contractors and minimum service levels provided by Job Futures Ltd staff. Job Futures Ltd and the relevant sub contracted member organisations must adhere to this statement.