

Blanch, Belinda

From: Maureen Kam <Maureen.Kam@coact.org.au>
Sent: Friday, 17 July 2015 5:35 PM
To: Rouw, John
Cc: Adjudication
Subject: Job Futures Application
Attachments: Job Futures Membership Application Form_June_2015_marked_up.pdf; Job Futures Membership Application Form_June_2015.pdf

Categories: Submission

Dear Mr Rouw

I refer to your telephone conversation earlier today seeking clarification of some clauses (Ethical Standards and Representations) in the Job Futures Membership Application December 2014 and referred to in Job Futures application.

I confirm that the Membership application form was included only as information in our application.

While applicants agree to the terms and obligations of the Constitution, Membership Charter and Subcontract, past legal advice was to call out the key non-compete clauses in the application form to ensure potential members were aware of them and could consider implications before applying for membership. Over time, some inconsistency has arisen between the wording in the various documents.

As part of our document review we are aiming for consistency in wording across all documents. Since the submission of our application to the ACCC we have made some changes to the Membership Application in line with proposed amendments to the Membership Charter. Also included are the relevant paragraphs of the ACCC interim authorisation (May 28, 2015).

For ease of reference I attach a marked-up copy with the changes highlighted, along with a 'clean' copy.

I am confident that these changes will address any concerns regarding a member's ability to tender for new business in competition with Job Futures

The Membership Application form itself does not require member approval.

However, for transparency the relevant clauses from the Membership Charter have been noted on the application and until such time as the Charter is ratified by the membership, potential members will be sent a marked up copy of the Membership Charter as part of the Membership Information Pack.

As discussed, given that there are a number of changes in the Membership Application Form, we propose that the June version now attached be uploaded to the Public Register.

Should you require further information or clarification, please contact me.

Regards

Maureen Kam

Maureen Kam | Manager, Governance and Member Relations | Company Secretary
CoAct | L30, 477 Pitt Street, Sydney NSW 2000 (Monday-Thursday)



JOB FUTURES LIMITED
MEMBERSHIP
APPLICATION FORM
[TEMPLATE]

Privacy & Confidentiality

Job Futures requests the following information to inform the assessment of the applicant organisation's eligibility for membership for Job Futures Limited and its capacity to support the objects of the Company.

We understand that some of the material you provide is commercially sensitive. We will store the material securely and take all reasonable precautions to prevent unauthorised access to that information. The information provided will not be used for any other purpose than the assessment of your application unless you specifically consent to another use.

Should your application for membership not be successful, we will retain only that information which is publicly available for the purpose of our records. Commercially sensitive information – such as performance reports and audit reports from Department of Employment and Department of Social Services and other external bodies will be destroyed.

Please note that as part of the assessment process Job Futures may conduct external financial and governance checks such as those available through Dun and Bradstreet.

Completing the Application Form

1. Complete Application Form electronically and return by email to the Company Secretary: maureen.kam@jobfutures.com.au along with the required attachments.

Note: If any of the information requested in the Application Form is contained in another document supplied, you may provide a reference to it rather than duplicate the information.

2. Post hard copy of Application Form, **signed by duly authorised representative** of your organisation to:

Maureen Kam
Company Secretary
Job Futures Limited
PO Box K43, Haymarket NSW 1240

Note: We only require a hard copy of the Application Form duly signed.
All other documents may be provided electronically.

a. YOUR ORGANISATION'S DETAILS

Date of Application

Legal Name

Address of Registered Office

Postal Address

Trading Name/s

Incorporation status (name of Legislation and State), and Incorporation Number

Date of Incorporation

TAX STATUS

What is your Organisation's ABN Number?

Is your Organisation endorsed as an income tax exempt charity?

Yes

No

Is your Organisation endorsed as a deductible gift recipient?

Yes

No

Is your Organisation endorsed as a Public Benevolent Institution (PBI)?

Yes

No

HOW WOULD YOU DESCRIBE YOUR ORGANISATION?

Select all appropriate boxes and/or enter description in 'Other' field.

- Aboriginal association or council established under *Aboriginal Councils and Associations Act 1976*
- Partnership
- Proprietary Company
- Public Company
- Company Limited by Guarantee
- Government Agency (Commonwealth/State/Local)
- Commonwealth/State-owned Corporation
- Incorporated Association
- Unincorporated Association
- Registered charity

Other (describe below)

--

RELATED ORGANISATIONS

Please identify any organisations which are legally connected with the applicant organisation (ie. have the capacity to control or influence materially, or have an ownership stake in the organisation).

Name of related entity

Nature of interest

--	--

Please identify any subsidiaries, separate enterprises, joint ventures or consortia of the applicant organisation.

Name of entity

Nature of interest

--	--

If your organisation has identified organisations/ventures above, do any of these related entities carry on business in the employment services area? (e.g. delivery of state funded employment programs, labour hire, recruitment services, business services)

- Not Applicable
- No
- Yes

If Yes
Name of entity

Please describe the activities of this entity

Job Futures Limited may seek additional information about these entities, or seek separate commitments in relation to potential conflicts of interest with these entities.

YOUR ORGANISATION'S CONTACT DETAILS

For display on Job Futures web site (www.jobfutures.com.au)

Telephone
Facsimile
Mobile
Email
Website

NAME OF CEO + CONTACT DETAILS

Name
Title
Telephone
Fax
Mobile
Email

ADDITIONAL CONTACT FOR ENQUIRIES ABOUT THIS APPLICATION (if applicable)

Name
Title
Telephone
Fax
Mobile
Email

Number of FTE (Full Time Equivalent) employees employed by your organisation

IS YOUR ORGANISATION A MEMBER OF AN INDUSTRY ASSOCIATION?

- No
- Yes ► Provide details below

<i>Name of industry association</i>

DOES YOUR ORGANISATION HAVE AN EXTERNAL AUDITOR?

- No
- Yes ► what is the auditor's name, postal address and status?

<i>Name</i>	<i>Postal address</i>	<i>Status* (eg CPA Aust, NIA)</i>
Number of years as your auditor		

GOVERNANCE

HOW IS THE GOVERNANCE BODY OF YOUR ORGANISATION SELECTED? (e.g. Elected or Appointed)

WHAT CRITERIA IS USED IN SELECTING NEW BOARD MEMBERS?

YOUR BOARD

<i>Position</i>	<i>Surname</i>	<i>Given names</i>	<i>Number of years in position(s) of influence in your organisation</i>	<i>Key Skills/Expertise the Director brings to the Board</i>

Chair email address:

HOW OFTEN DOES YOUR BOARD MEET FACE TO FACE?

HOW ELSE DOES YOUR BOARD CONDUCT BUSINESS? (e.g. teleconferences, out of session decision making). HOW OFTEN DOES THIS OCCUR?

IS THE WORK OF THE BOARD SUPPORTED BY COMMITTEES? IF YES, WHAT ARE THE COMMITTEES?

HOW DOES THE BOARD REVIEW ITS OWN PERFORMANCE AND EFFECTIVENESS?

IN THE FIVE (5) YEARS PRECEDING THE DATE OF THIS APPLICATION HAS YOUR ORGANISATION BEEN UNDER INVESTIGATION OR IN ADMINISTRATION?

- No
- Yes ► please advise details

HOW DOES YOUR ORGANISATION APPLY ANY SURPLUS FUNDS GENERATED BY THE BUSINESS?

WHAT IS THE MISSION/ GOALS OF YOUR ORGANISATION?

PROVIDE A BRIEF OVERVIEW OF YOUR ORGANISATION (include areas of specialisation e.g. youth, refugees, homeless)

WHAT ARE YOUR ORGANISATION'S REASONS FOR/ INTEREST IN JOINING JOB FUTURES?

b. COMMUNITY CONNECTIONS

PLEASE ADVISE GEOGRAPHIC COVERAGE INCLUDING OUTREACH SERVICES

The Job Futures Difference is our strong links within local communities which enable our providers to deliver wrap around services to support better outcomes.

PLEASE DESCRIBE THE WAYS IN WHICH YOU DEVELOP AND MAINTAIN COMMUNITY PARTNERSHIPS AND ANY RESULTS OF THESE PARTNERSHIPS (E.G. JOINT PROJECTS)

c. YOUR ORGANISATION'S EXPERIENCE IN DELIVERING EMPLOYMENT AND RELATED SERVICES

BRIEFLY DESCRIBE YOUR ORGANISATION'S EXPERIENCE IN THE DELIVERY OF EMPLOYMENT AND RELATED SERVICES.

DO YOU HAVE ANY CURRENT CONTRACTS WITH THE *COMMONWEALTH* GOVERNMENT FOR THE DELIVERY OF EMPLOYMENT AND/OR TRAINING RELATED SERVICES?

- No
- Yes ► **please provide details**

<i>Name of Program</i>	<i>Funding Body</i>	<i>Number of Delivery Sites</i>

DO YOU HAVE ANY CURRENT CONTRACTS WITH STATE GOVERNMENT FOR THE DELIVERY OF EMPLOYMENT AND/OR TRAINING RELATED SERVICES?

- No
- Yes ► **please provide details**

Name of Program	Funding Body	Number of Delivery Sites

PLEASE DESCRIBE HOW YOU DEVELOP LOCAL LABOUR MARKET KNOWLEDGE

PLEASE DESCRIBE HOW YOU ENGAGE AND WORK WITH EMPLOYERS *(e.g. do you have an employer engagement strategy? how does your business development unit operate? how do you link training with employer needs? can you demonstrate repeat business with employers.)*

WHAT OTHER PROGRAMS OR SERVICES DO YOU CURRENTLY PROVIDE THAT WOULD ADD VALUE TO OUR JOB FUTURES OFFERING TO GOVERNMENT?

IS YOUR ORGANISATION A REGISTERED TRAINING ORGANISATION (RTO)?

- No
- Yes ► **what is the trading name of the RTO?**

NTIS / RTO Number

AREAS OF EXPERTISE

d. CONTRACTS OF INTEREST TO YOUR ORGANISATION

A key function of Job Futures is to tender for business on behalf of its members and then subcontract members to deliver the services

PLEASE NOTE: This is an indication of interest only.

Decisions regarding service partners for specific contracts will be made by Job Futures Limited Board based on the criteria for each contract.

JOBACTIVE

The jobactive contract 2015-2020 commenced 1 July 2015.

It is not expected that there will be any openings in this contract for some time; however, if you are interested in the possibility of delivering this contract please indicate below.

Are you interested in participating in a **future** Job Futures tender to deliver **jobactive** (or any successor program to jobactive)?

- Yes
 No

DISABILITY EMPLOYMENT AUSTRALIA (DES)

Are you a current provider of DES?

- Yes
 No

If you are a current provider are you considering novating your contract to Job Futures?

- Yes
 No

Job Futures will contact you to request relevant performance information.

Are you interested in participating in a **future** Job Futures tender to deliver **Disability Employment Services** (or any successor program to Disability Employment Services)?

Yes

No

ENVIRONMENTAL PROGRAMS

Job Futures holds a Green Army contract in NSW/ACT, Victoria and WA

Would you be interested in delivering a *Green Army project*?

No

Yes

OTHER POTENTIAL BUSINESS AREAS YOU WOULD BE INTERESTED IN

Job Futures actively seeks new business opportunities that align with the Company's strategic objectives and bring benefit to the network. These may include partnerships and other arrangements in addition to our historical subcontracting model.

ADDITIONAL COMMENTS

f. REFEREES

PLEASE PROVIDE THE DETAILS OF TWO (2) REFEREES WHOM JOB FUTURES CAN CONTACT REGARDING YOUR ORGANISATION'S EXPERTISE AND EXPERIENCE IN THE DELIVERY OF EMPLOYMENT OR SIMILAR SERVICES.

Name
Position
Organisation
Telephone
Mobile
Email
Relevance

Name
Position
Organisation
Telephone
Mobile
Email
Relevance

g. YOU MUST ATTACH

Please attach copies of the following documents with this application or provide relevant links where information is available on line.

- ▶ Your Organisation's Constitution, Rules, or Memorandum and Articles of Association
- ▶ Your Organisation's Certificate of Registration
- ▶ Your Organisation's last Annual Report and **fully audited Financial Statements for the latest financial year**
- ▶ Your Organisational Chart
- ▶ Your Organisation's Strategic Plan

Where applicable:

- ▶ Performance information as outlined above
- ▶ JSA/DES monitoring reports as outlined above
- ▶ Quality assurance documentation (if applicable)

Note: If any of the above has already been supplied to Job Futures staff, you are not required to resend.

h. ETHICAL CONDUCT

Job Futures Limited and its members seek to act in a manner which is both ethical and effective.

1. Membership of Job Futures Limited 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 Limited. (MC Intro pg 2)
2. Job Futures Limited tenders for business from the Commonwealth Government and other funders on behalf of its members and on its own behalf and when it is successful subcontracts that business to its members and at times other partners, in an equitable and effective manner based on the specific criteria for each contract.
3. It is a condition of membership of Job Futures Limited that a member must not tender to supply services in its own right, through another person, or as part of a consortium or other partnership for any contracts (or successor program contracts) that are held by Job Futures Limited, (other than contracts or successor program contracts regarding which Job Futures Limited notifies the members that it does not intend to tender), unless the prior written consent of Job Futures Limited has been obtained. (MC 3.2)
4. It is a condition of membership of Job Futures Limited that a member which has agreed to tender as a subcontractor for a specific contract with Job Futures Limited must not tender to supply the same services in its own right, through another person, or as part of a consortium or other partnership, unless the prior written consent of Job Futures Limited has been obtained. (MC 3.3)
5. It is a condition of membership of Job Futures Limited that a member which has entered into a subcontract with Job Futures Limited to deliver a program or services must not tender, in its own right, or as part of a consortium or other partnership for that same, or any successor program, unless the prior written consent of Job Futures Limited has been obtained or a member has exercised its right to withdraw from tendering arrangements in accordance with the Subcontract. (MC 3.4)
6. In assessing new business opportunities that align with Job Futures Limited strategic objectives, Job Futures Limited will take into consideration potential impact of these opportunities on the current activities of members, and benefit to the network as a whole. (MC 4.1)
7. Job Futures Limited will notify members of its intent regarding tendering for new business opportunities, to enable feedback to inform the tender decision and resolution of any potential issues. (MC 4.2)
8. It is a condition of membership of Job Futures Limited that all information given to members by Job Futures Limited is given for a limited purpose. Information includes confidential information such as trade secrets and information about the performance of contracts held by Job Futures Limited. This confidential information includes on-line tools, manuals and other written material, electronic storage and computer printouts concerning information about, or issued by or on behalf of, Job Futures Limited and is not limited to

but includes information about the way Job Futures Limited conducts its business, advice on the way its members should conduct their businesses, Job Futures Limited tenders and other processes, and any lists of Job Futures Limited clients.

- 9 After their period of membership, members of Job Futures Limited will return immediately all confidential information of Job Futures Limited, and will not retain, copy or use any record, representation or reproduction of the confidential information. Members will ensure that their employees and agents also observe these restrictions.
- 10 Members of Job Futures Limited will not, whether during or after their period of membership, disclose to any third parties nor use any such trade secrets or confidential information without the prior written approval of Job Futures Limited which approval may be given or withheld at the absolute discretion of Job Futures Limited.

Please note that clauses 3,4,5,6,7 are as per amended clauses from the Job Futures Limited Membership Charter. These clauses have been developed in consultation with the membership however, need to be ratified at the AGM in November 2015.

i. YOUR APPLICATION

Acting with full legal authority, capacity and entitlement of:

.....
(Insert name of Applicant Organisation)

|
(Insert the name of the duly authorised representative of the Applicant Organisation)*

*** Authorisation of this application must be signed by a person authorised by the Applicant Organisation to execute documents and legally bind the Applicant Organisation by their execution.**

hereby apply for:

Full Membership of Job Futures Limited for and on behalf of the Applicant Organisation.

Representations

In making this application on behalf of the Applicant Organisation I hereby make the following representations, for and on behalf of the Applicant Organisation:

1. The Applicant Organisation has confirmed that it has received a copy of the current Constitution of Job Futures Limited and has resolved to be bound by the Constitution as to all its terms, as may be varied from time to time by the members in general meeting.
2. The Applicant Organisation has confirmed that it has received a copy of the Membership Charter of Job Futures Limited and has resolved to be bound by the Membership Charter as to all its terms, as may be varied from time to time by the members in general meeting.
3. The Applicant Organisation represents and warrants to Job Futures Limited that each of the following statements is true and accurate at the date of this Application for Membership and shall remain true and accurate during the period of Membership of the Applicant Organisation of Job Futures Limited:
 - (a) The Applicant Organisation is validly existing under the laws of its place of registration or incorporation;
 - (b) [The Applicant organisation is a not for profit entity;](#)
 - (c) The Applicant Organisation has the power to enter into and perform its obligations under the terms of this Application, the Constitution of Job Futures Limited, the Membership Charter of Job Futures Limited and any Subcontracts or other legally binding agreements ("the Membership Documents") that may be entered into with Job Futures Limited to carry out the transactions contemplated by them;
 - (d) The Applicant Organisation has taken all necessary action to authorise its entry into and performance of the Membership Documents referred to in item (c) and to carry out the transactions contemplated;
 - (e) The Applicant Organisation irrevocably agrees that all the obligations imposed pursuant to the Membership Documents hereunder are legally valid and binding and enforceable against it in accordance with their terms;
 - (f) The Applicant Organisation irrevocably agrees to comply with the Ethical Standards of Job Futures Limited as set out in Section H of this Application.
 - (g) The Applicant Organisation agrees to immediately disclose to Job Futures Limited potential conflict of interest of which arises from the activities of the organisation, a related organisation (refer Section A) or officer of the organisation.
 - (h) [The Applicant Organisation covenants and agrees that it will not whilst a member of Job Futures Limited tender to supply services in its own right, through another person, or as part of a consortium or other partnership for any contracts \(or successor program contracts\) that are held by Job Futures Limited, \(other than contracts or successor program contracts regarding which Job Futures Limited notifies the members that it does not intend to tender\), unless the prior written consent of Job Futures Limited has been obtained.*](#)
 - (i) [The Applicant Organisation covenants and agrees that whilst a member of Job Futures Limited, once it has agreed to tender as a subcontractor for a specific contract with Job Futures Limited it will not tender to supply the same services in its own right, through another person, or as part of a consortium or other partnership, unless the prior written consent of Job Futures Limited has been obtained. *](#)

- (j) The Applicant Organisation covenants and agrees that it is a condition of membership of Job Futures Limited that a member which has entered into a subcontract with Job Futures Limited to deliver a program or services must not tender, in its own right, or as part of a consortium or other partnership for that same, or any successor program, unless the prior written consent of Job Futures Limited has been obtained or a member has exercised its right to withdraw from tendering arrangements in accordance with the Subcontract.*
 - (k) The Applicant Organisation irrevocably covenants and agrees that it will cease to be a member of Job Futures Limited if it tenders to tender or supply services as outlined in paragraphs (h), (i) and (j) unless the prior written consent of Job Futures Limited has been obtained.
 - (l) The Applicant Organisation irrevocably covenants and agrees that Job Futures Limited may suspend a member from any entitlement to receive confidential information of Job Futures Limited, in accordance with the Constitution, if it forms the opinion that the member has tendered, or may tender, to supply services as outlined in paragraph (h), (i) and (j) unless the prior written consent of Job Futures Limited has been obtained.
4. The Applicant Organisation covenants and agrees that application as a member of Job Futures Limited is conditional upon all application and future membership fees being fully paid in accordance with the terms of the Constitution.
 5. The Applicant Organisation covenants and agrees that it will pay the membership fee and when applicable application fee, as determined by the Board of Job Futures Limited from time to time, to Job Futures Limited within 28 days of notification of acceptance of the application for Membership by the Board of Directors of Job Futures Limited.
 6. The Applicant Organisation understands, acknowledges, warrants and agrees that acceptance of these obligations, and the making of the representations and warranties, is a condition of the Applicant Organisation's membership of Job Futures Limited and that the above obligations, representations and warranties remain valid and binding during the term of membership of the Applicant Organisation of Job Futures Limited.
 7. The Applicant Organisation acknowledges and agrees that Job Futures Limited is entitled to and will rely on the representations and warranties made by the Applicant Organisation herein.

Please note that clauses (h), (i), (j) are as per amended clauses from the Job Futures Limited Membership Charter. These clauses have been developed in consultation with the membership, however, need to be ratified at the AGM in November 2015.

Specific ACCC Determination

8. The Applicant Organisation acknowledges and agrees that Job Futures Limited holds interim authorisation (dated 28 May 2015) from the Australian Competition and Consumer Commission in respect of Application A91494. Job Futures Limited is authorised to make and give effect to contracts or arrangements (agreements) with its members that contain provisions:

- *allowing for the development of co-operative tendering arrangements for government and other contracts that assist disadvantaged and unemployed people gain access to social and economic opportunities, including the development of skills and sustainable work*
 - *agreeing as to the price that will be tendered by Job Futures Limited on behalf of its members*
 - *agreeing as to the price paid for the services provided by members under contracts with Job Futures Limited*
 - *agreeing to the territories for which Job Futures Limited will tender and in which Job Futures Limited and its members will deliver services*
 - *enabling Job Futures Limited and its members to enter into agreements in relation to specific tender opportunities which require the member organisation to participate in that specific tender with Job Futures Limited.*
9. The Applicant Organisation acknowledges and agrees that Job Futures Limited holds interim authorisation (dated 28 May 2015) from the Australian Competition and Consumer Commission in respect of Application A91493 regarding the inclusion of certain non-compete clauses in its agreements:

Job Futures Limited may make and give effect to agreements that contain provisions: requiring that a member that has entered into a subcontract with Job Futures Limited will not, during the term of the Principal Agreement Period or any Extended Service Period that has been accepted, supply, offer to supply or tender to supply the Services or similar services in its own right, through another person or as part of a consortium or other partnership to a Principal or another supplier of the Services or similar services to the Principal, except:

- ▶ *by written agreement of Job Futures Limited or*
- ▶ *where the member provides notice of its intention to withdraw from tendering arrangements with Job Futures Limited no later than 18 months before the end of the Relevant Contract Period.*

providing that, unless written consent has been given by Job Futures Limited, an organisation that enters into a contract with another party for the provision of all or part of the same services for which it is contracted by Job Futures Limited during the period of that subcontract is in breach of its contract with Job Futures Limited and its conditions of membership (of Job Futures Limited).

Actions on a subcontracted member giving notice

Where a subcontracted member organisation gives notice (as above) of its intention to tender or deliver services in its own right, through another person or as part of a consortium or other partnership:

- ▶ *Job Futures Limited may restrict an exiting member's access to information during the remaining contract period, other than that necessary for that organisation to deliver its contracted service*
- ▶ *Job Futures Limited may require the organisation to continue to deliver services in good faith in accordance with the subcontract until the end of the service period.*

Concluding agreements restricting members who are not subcontractors

Job Futures Limited may make and give effect to agreements with members that include provisions applicable to members that are not, at the relevant time, subcontractors, which require that such a member will not tender to supply services in its own right, through another person or as part of a consortium or other partnership for any contracts or successor program contracts that are held by Job Futures Limited (other than contracts or successor program contracts regarding which Job Futures Limited notifies the members that it does not intend to tender), unless the prior written consent of Job Futures Limited has been obtained.

Note: A final determination from the ACCC is pending.

(Signature of Authorised Representative)

(Print Name)

(Position)

(Date)



JOB FUTURES LIMITED
MEMBERSHIP
APPLICATION FORM
[TEMPLATE]

Privacy & Confidentiality

Job Futures requests the following information to inform the assessment of the applicant organisation's eligibility for membership for Job Futures Limited and its capacity to support the objects of the Company.

We understand that some of the material you provide is commercially sensitive. We will store the material securely and take all reasonable precautions to prevent unauthorised access to that information. The information provided will not be used for any other purpose than the assessment of your application unless you specifically consent to another use.

Should your application for membership not be successful, we will retain only that information which is publicly available for the purpose of our records. Commercially sensitive information – such as performance reports and audit reports from Department of Employment and Department of Social Services and other external bodies will be destroyed.

Please note that as part of the assessment process Job Futures may conduct external financial and governance checks such as those available through Dun and Bradstreet.

Completing the Application Form

1. Complete Application Form electronically and return by email to the Company Secretary: maureen.kam@jobfutures.com.au along with the required attachments.

Note: If any of the information requested in the Application Form is contained in another document supplied, you may provide a reference to it rather than duplicate the information.

2. Post hard copy of Application Form, **signed by duly authorised representative** of your organisation to:

Maureen Kam
Company Secretary
Job Futures Limited
PO Box K43, Haymarket NSW 1240

Note: We only require a hard copy of the Application Form duly signed.
All other documents may be provided electronically.

a. YOUR ORGANISATION'S DETAILS

Date of Application

Legal Name

Address of Registered Office

Postal Address

Trading Name/s

Incorporation status (name of Legislation and State), and Incorporation Number

Date of Incorporation

TAX STATUS

What is your Organisation's ABN Number?

Is your Organisation endorsed as an income tax exempt charity?

Yes

No

Is your Organisation endorsed as a deductible gift recipient?

Yes

No

Is your Organisation endorsed as a Public Benevolent Institution (PBI)?

Yes

No

HOW WOULD YOU DESCRIBE YOUR ORGANISATION?

Select all appropriate boxes and/or enter description in 'Other' field.

- Aboriginal association or council established under *Aboriginal Councils and Associations Act 1976*
- Partnership
- Proprietary Company
- Public Company
- Company Limited by Guarantee
- Government Agency (Commonwealth/State/Local)
- Commonwealth/State-owned Corporation
- Incorporated Association
- Unincorporated Association
- Registered charity

Other (describe below)

--

RELATED ORGANISATIONS

Please identify any organisations which are legally connected with the applicant organisation (ie. have the capacity to control or influence materially, or have an ownership stake in the organisation).

Name of related entity

Nature of interest

--	--

Please identify any subsidiaries, separate enterprises, joint ventures or consortia of the applicant organisation.

Name of entity

Nature of interest

--	--

If your organisation has identified organisations/ventures above, do any of these related entities carry on business in the employment services area? (e.g. delivery of state funded employment programs, labour hire, recruitment services, business services)

- Not Applicable
- No
- Yes

If Yes
Name of entity

Please describe the activities of this entity

Job Futures Limited may seek additional information about these entities, or seek separate commitments in relation to potential conflicts of interest with these entities.

YOUR ORGANISATION'S CONTACT DETAILS

For display on Job Futures web site (www.jobfutures.com.au)

Telephone
Facsimile
Mobile
Email
Website

NAME OF CEO + CONTACT DETAILS

Name
Title
Telephone
Fax
Mobile
Email

ADDITIONAL CONTACT FOR ENQUIRIES ABOUT THIS APPLICATION (if applicable)

Name
Title
Telephone
Fax
Mobile
Email

Number of FTE (Full Time Equivalent) employees employed by your organisation

IS YOUR ORGANISATION A MEMBER OF AN INDUSTRY ASSOCIATION?

- No
- Yes ► Provide details below

<i>Name of industry association</i>

DOES YOUR ORGANISATION HAVE AN EXTERNAL AUDITOR?

- No
- Yes ► what is the auditor's name, postal address and status?

<i>Name</i>	<i>Postal address</i>	<i>Status* (eg CPA Aust, NIA)</i>
Number of years as your auditor		

GOVERNANCE

HOW IS THE GOVERNANCE BODY OF YOUR ORGANISATION SELECTED? (e.g. Elected or Appointed)

WHAT CRITERIA IS USED IN SELECTING NEW BOARD MEMBERS?

YOUR BOARD

<i>Position</i>	<i>Surname</i>	<i>Given names</i>	<i>Number of years in position(s) of influence in your organisation</i>	<i>Key Skills/Expertise the Director brings to the Board</i>

Chair email address:

HOW OFTEN DOES YOUR BOARD MEET FACE TO FACE?

HOW ELSE DOES YOUR BOARD CONDUCT BUSINESS? (e.g. teleconferences, out of session decision making). HOW OFTEN DOES THIS OCCUR?

IS THE WORK OF THE BOARD SUPPORTED BY COMMITTEES? IF YES, WHAT ARE THE COMMITTEES?

HOW DOES THE BOARD REVIEW ITS OWN PERFORMANCE AND EFFECTIVENESS?

IN THE FIVE (5) YEARS PRECEDING THE DATE OF THIS APPLICATION HAS YOUR ORGANISATION BEEN UNDER INVESTIGATION OR IN ADMINISTRATION?

- No
- Yes ► please advise details

HOW DOES YOUR ORGANISATION APPLY ANY SURPLUS FUNDS GENERATED BY THE BUSINESS?

WHAT IS THE MISSION/ GOALS OF YOUR ORGANISATION?

PROVIDE A BRIEF OVERVIEW OF YOUR ORGANISATION (include areas of specialisation e.g. youth, refugees, homeless)

WHAT ARE YOUR ORGANISATION'S REASONS FOR/ INTEREST IN JOINING JOB FUTURES?

b. COMMUNITY CONNECTIONS

PLEASE ADVISE GEOGRAPHIC COVERAGE INCLUDING OUTREACH SERVICES

The Job Futures Difference is our strong links within local communities which enable our providers to deliver wrap around services to support better outcomes.

PLEASE DESCRIBE THE WAYS IN WHICH YOU DEVELOP AND MAINTAIN COMMUNITY PARTNERSHIPS AND ANY RESULTS OF THESE PARTNERSHIPS (E.G. JOINT PROJECTS)

c. YOUR ORGANISATION'S EXPERIENCE IN DELIVERING EMPLOYMENT AND RELATED SERVICES

BRIEFLY DESCRIBE YOUR ORGANISATION'S EXPERIENCE IN THE DELIVERY OF EMPLOYMENT AND RELATED SERVICES.

DO YOU HAVE ANY CURRENT CONTRACTS WITH THE *COMMONWEALTH* GOVERNMENT FOR THE DELIVERY OF EMPLOYMENT AND/OR TRAINING RELATED SERVICES?

- No
- Yes ► **please provide details**

<i>Name of Program</i>	<i>Funding Body</i>	<i>Number of Delivery Sites</i>

DO YOU HAVE ANY CURRENT CONTRACTS WITH STATE GOVERNMENT FOR THE DELIVERY OF EMPLOYMENT AND/OR TRAINING RELATED SERVICES?

- No
- Yes ► **please provide details**

Name of Program	Funding Body	Number of Delivery Sites

PLEASE DESCRIBE HOW YOU DEVELOP LOCAL LABOUR MARKET KNOWLEDGE

PLEASE DESCRIBE HOW YOU ENGAGE AND WORK WITH EMPLOYERS *(e.g. do you have an employer engagement strategy? how does your business development unit operate? how do you link training with employer needs? can you demonstrate repeat business with employers.)*

WHAT OTHER PROGRAMS OR SERVICES DO YOU CURRENTLY PROVIDE THAT WOULD ADD VALUE TO OUR JOB FUTURES OFFERING TO GOVERNMENT?

IS YOUR ORGANISATION A REGISTERED TRAINING ORGANISATION (RTO)?

- No
- Yes ► **what is the trading name of the RTO?**

NTIS / RTO Number

AREAS OF EXPERTISE

d. CONTRACTS OF INTEREST TO YOUR ORGANISATION

A key function of Job Futures is to tender for business on behalf of its members and then subcontract members to deliver the services

PLEASE NOTE: This is an indication of interest only.

Decisions regarding service partners for specific contracts will be made by Job Futures Limited Board based on the criteria for each contract.

JOBACTIVE

The jobactive contract 2015-2020 commenced 1 July 2015.

It is not expected that there will be any openings in this contract for some time; however, if you are interested in the possibility of delivering this contract please indicate below.

Are you interested in participating in a **future** Job Futures tender to deliver **jobactive** (or any successor program to jobactive)?

- Yes
 No

DISABILITY EMPLOYMENT AUSTRALIA (DES)

Are you a current provider of DES?

- Yes
 No

If you are a current provider are you considering novating your contract to Job Futures?

- Yes
 No

Job Futures will contact you to request relevant performance information.

Are you interested in participating in a **future** Job Futures tender to deliver **Disability Employment Services** (or any successor program to Disability Employment Services)?

Yes

No

ENVIRONMENTAL PROGRAMS

Job Futures holds a Green Army contract in NSW/ACT, Victoria and WA

Would you be interested in delivering a *Green Army project*?

No

Yes

OTHER POTENTIAL BUSINESS AREAS YOU WOULD BE INTERESTED IN

Job Futures actively seeks new business opportunities that align with the Company's strategic objectives and bring benefit to the network. These may include partnerships and other arrangements in addition to our historical subcontracting model.

ADDITIONAL COMMENTS

f. REFEREES

PLEASE PROVIDE THE DETAILS OF TWO (2) REFEREES WHOM JOB FUTURES CAN CONTACT REGARDING YOUR ORGANISATION'S EXPERTISE AND EXPERIENCE IN THE DELIVERY OF EMPLOYMENT OR SIMILAR SERVICES.

Name
Position
Organisation
Telephone
Mobile
Email
Relevance

Name
Position
Organisation
Telephone
Mobile
Email
Relevance

g. YOU MUST ATTACH

Please attach copies of the following documents with this application or provide relevant links where information is available on line.

- ▶ Your Organisation's Constitution, Rules, or Memorandum and Articles of Association
- ▶ Your Organisation's Certificate of Registration
- ▶ Your Organisation's last Annual Report and **fully audited Financial Statements for the latest financial year**
- ▶ Your Organisational Chart
- ▶ Your Organisation's Strategic Plan

Where applicable:

- ▶ Performance information as outlined above
- ▶ JSA/DES monitoring reports as outlined above
- ▶ Quality assurance documentation (if applicable)

Note: If any of the above has already been supplied to Job Futures staff, you are not required to resend.

h. ETHICAL CONDUCT

Job Futures Limited and its members seek to act in a manner which is both ethical and effective.

1. Membership of Job Futures Limited 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 Limited.
2. Job Futures Limited tenders for business from the Commonwealth Government and other funders on behalf of its members and on its own behalf and when it is successful subcontracts that business to its members and at times other partners, in an equitable and effective manner based on the specific criteria for each contract.
3. It is a condition of membership of Job Futures Limited that a member must not tender to supply services in its own right, through another person, or as part of a consortium or other partnership for any contracts (or successor program contracts) that are held by Job Futures Limited, (other than contracts or successor program contracts regarding which Job Futures Limited notifies the members that it does not intend to tender), unless the prior written consent of Job Futures Limited has been obtained. *
4. It is a condition of membership of Job Futures Limited that a member which has agreed to tender as a subcontractor for a specific contract with Job Futures Limited must not tender to supply the same services in its own right, through another person, or as part of a consortium or other partnership, unless the prior written consent of Job Futures Limited has been obtained. *
5. It is a condition of membership of Job Futures Limited that a member which has entered into a subcontract with Job Futures Limited to deliver a program or services must not tender, in its own right, or as part of a consortium or other partnership for that same, or any successor program, unless the prior written consent of Job Futures Limited has been obtained or a member has exercised its right to withdraw from tendering arrangements in accordance with the Subcontract.*
6. In assessing new business opportunities that align with Job Futures Limited strategic objectives, Job Futures Limited will take into consideration potential impact of these opportunities on the current activities of members, and benefit to the network as a whole.*
7. Job Futures Limited will notify members of its intent regarding tendering for new business opportunities, to enable feedback to inform the tender decision and resolution of any potential issues.*
8. It is a condition of membership of Job Futures Limited that all information given to members by Job Futures Limited is given for a limited purpose. Information includes confidential information such as trade secrets and information about the performance of contracts held by Job Futures Limited. This confidential information includes on-line tools, manuals and other written material, electronic storage and computer printouts concerning information about, or issued by or on behalf of, Job Futures Limited and is not limited to

but includes information about the way Job Futures Limited conducts its business, advice on the way its members should conduct their businesses, Job Futures Limited tenders and other processes, and any lists of Job Futures Limited clients.

9. After their period of membership, members of Job Futures Limited will return immediately all confidential information of Job Futures Limited, and will not retain, copy or use any record, representation or reproduction of the confidential information. Members will ensure that their employees and agents also observe these restrictions.
10. Members of Job Futures Limited will not, whether during or after their period of membership, disclose to any third parties nor use any such trade secrets or confidential information without the prior written approval of Job Futures Limited which approval may be given or withheld at the absolute discretion of Job Futures Limited.

Please note that clauses 3,4,5,6,7 are as per amended clauses from the Job Futures Limited Membership Charter. These clauses have been developed in consultation with the membership, however, need to be ratified at the AGM in November 2015.

i. YOUR APPLICATION

Acting with full legal authority, capacity and entitlement of:

.....
(Insert name of Applicant Organisation)

I
(Insert the name of the duly authorised representative of the Applicant Organisation)*

*** Authorisation of this application must be signed by a person authorised by the Applicant Organisation to execute documents and legally bind the Applicant Organisation by their execution.**

hereby apply for:

Full Membership of Job Futures Limited for and on behalf of the Applicant Organisation.

Representations

In making this application on behalf of the Applicant Organisation I hereby make the following representations, for and on behalf of the Applicant Organisation:

1. The Applicant Organisation has confirmed that it has received a copy of the current Constitution of Job Futures Limited and has resolved to be bound by the Constitution as to all its terms, as may be varied from time to time by the members in general meeting.
2. The Applicant Organisation has confirmed that it has received a copy of the Membership Charter of Job Futures Limited and has resolved to be bound by the Membership Charter as to all its terms, as may be varied from time to time by the members in general meeting.
3. The Applicant Organisation represents and warrants to Job Futures Limited that each of the following statements is true and accurate at the date of this Application for Membership and shall remain true and accurate during the period of Membership of the Applicant Organisation of Job Futures Limited:
 - (a) The Applicant Organisation is validly existing under the laws of its place of registration or incorporation;
 - (b) The Applicant organisation is a not for profit entity;
 - (c) The Applicant Organisation has the power to enter into and perform its obligations under the terms of this Application, the Constitution of Job Futures Limited, the Membership Charter of Job Futures Limited and any Subcontracts or other legally binding agreements ("the Membership Documents") that may be entered into with Job Futures Limited to carry out the transactions contemplated by them;
 - (d) The Applicant Organisation has taken all necessary action to authorise its entry into and performance of the Membership Documents referred to in item (c) and to carry out the transactions contemplated;
 - (e) The Applicant Organisation irrevocably agrees that all the obligations imposed pursuant to the Membership Documents hereunder are legally valid and binding and enforceable against it in accordance with their terms;
 - (f) The Applicant Organisation irrevocably agrees to comply with the Ethical Standards of Job Futures Limited as set out in Section H of this Application.
 - (g) The Applicant Organisation agrees to immediately disclose to Job Futures Limited potential conflict of interest of which arises from the activities of the organisation, a related organisation (refer Section A) or officer of the organisation.
 - (h) The Applicant Organisation covenants and agrees that it will not whilst a member of Job Futures Limited tender to supply services in its own right, through another person, or as part of a consortium or other partnership for any contracts (or successor program contracts) that are held by Job Futures Limited, (other than contracts or successor program contracts regarding which Job Futures Limited notifies the members that it does not intend to tender), unless the prior written consent of Job Futures Limited has been obtained.*
 - (i) The Applicant Organisation covenants and agrees that whilst a member of Job Futures Limited, once it has agreed to tender as a subcontractor for a specific contract with Job Futures Limited it will not tender to supply the same services in its own right, through another person, or as part of a consortium or other partnership, unless the prior written consent of Job Futures Limited has been obtained. *

- (j) The Applicant Organisation covenants and agrees that it is a condition of membership of Job Futures Limited that a member which has entered into a subcontract with Job Futures Limited to deliver a program or services must not tender, in its own right, or as part of a consortium or other partnership for that same, or any successor program, unless the prior written consent of Job Futures Limited has been obtained or a member has exercised its right to withdraw from tendering arrangements in accordance with the Subcontract.*
- (k) The Applicant Organisation irrevocably covenants and agrees that it will cease to be a member of Job Futures Limited if it tenders to tender or supply services as outlined in paragraphs (h), (i) and (j) unless the prior written consent of Job Futures Limited has been obtained.
- (l) The Applicant Organisation irrevocably covenants and agrees that Job Futures Limited may suspend a member from any entitlement to receive confidential information of Job Futures Limited, in accordance with the Constitution, if it forms the opinion that the member has tendered, or may tender, to supply services as outlined in paragraph (h), (i) and (j) unless the prior written consent of Job Futures Limited has been obtained.

Please note that clauses (h), (i), (j) are as per amended clauses from the Job Futures Limited Membership Charter. These clauses have been developed in consultation with the membership, however, need to be ratified at the AGM in November 2015.

- 4. The Applicant Organisation covenants and agrees that application as a member of Job Futures Limited is conditional upon all application and future membership fees being fully paid in accordance with the terms of the Constitution.
- 5. The Applicant Organisation covenants and agrees that it will pay the membership fee and when applicable application fee, as determined by the Board of Job Futures Limited from time to time, to Job Futures Limited within 28 days of notification of acceptance of the application for Membership by the Board of Directors of Job Futures Limited.
- 6. The Applicant Organisation understands, acknowledges, warrants and agrees that acceptance of these obligations, and the making of the representations and warranties, is a condition of the Applicant Organisation's membership of Job Futures Limited and that the above obligations, representations and warranties remain valid and binding during the term of membership of the Applicant Organisation of Job Futures Limited.
- 7. The Applicant Organisation acknowledges and agrees that Job Futures Limited is entitled to and will rely on the representations and warranties made by the Applicant Organisation herein.

Specific ACCC Determination

- 8. The Applicant Organisation acknowledges and agrees that Job Futures Limited holds interim authorisation (dated 28 May 2015) from the Australian Competition and Consumer Commission in respect of Application A91494. Job Futures Limited is authorised to make and give effect to contracts or arrangements (agreements) with its members that contain provisions:

- *allowing for the development of co-operative tendering arrangements for government and other contracts that assist disadvantaged and unemployed people gain access to social and economic opportunities, including the development of skills and sustainable work*
 - *agreeing as to the price that will be tendered by Job Futures Limited on behalf of its members*
 - *agreeing as to the price paid for the services provided by members under contracts with Job Futures Limited*
 - *agreeing to the territories for which Job Futures Limited will tender and in which Job Futures Limited and its members will deliver services*
 - *enabling Job Futures Limited and its members to enter into agreements in relation to specific tender opportunities which require the member organisation to participate in that specific tender with Job Futures Limited.*
9. The Applicant Organisation acknowledges and agrees that Job Futures Limited holds interim authorisation (dated 28 May 2015) from the Australian Competition and Consumer Commission in respect of Application A91493 regarding the inclusion of certain non-compete clauses in its agreements:

Job Futures Limited may make and give effect to agreements that contain provisions: requiring that a member that has entered into a subcontract with Job Futures Limited will not, during the term of the Principal Agreement Period or any Extended Service Period that has been accepted, supply, offer to supply or tender to supply the Services or similar services in its own right, through another person or as part of a consortium or other partnership to a Principal or another supplier of the Services or similar services to the Principal, except:

- ▶ *by written agreement of Job Futures Limited or*
- ▶ *where the member provides notice of its intention to withdraw from tendering arrangements with Job Futures Limited no later than 18 months before the end of the Relevant Contract Period.*

providing that, unless written consent has been given by Job Futures Limited, an organisation that enters into a contract with another party for the provision of all or part of the same services for which it is contracted by Job Futures Limited during the period of that subcontract is in breach of its contract with Job Futures Limited and its conditions of membership (of Job Futures Limited).

Actions on a subcontracted member giving notice

Where a subcontracted member organisation gives notice (as above) of its intention to tender or deliver services in its own right, through another person or as part of a consortium or other partnership:

- ▶ *Job Futures Limited may restrict an exiting member's access to information during the remaining contract period, other than that necessary for that organisation to deliver its contracted service*
- ▶ *Job Futures Limited may require the organisation to continue to deliver services in good faith in accordance with the subcontract until the end of the service period.*

Concluding agreements restricting members who are not subcontractors

Job Futures Limited may make and give effect to agreements with members that include provisions applicable to members that are not, at the relevant time, subcontractors, which require that such a member will not tender to supply services in its own right, through another person or as part of a consortium or other partnership for any contracts or successor program contracts that are held by Job Futures Limited (other than contracts or successor program contracts regarding which Job Futures Limited notifies the members that it does not intend to tender), unless the prior written consent of Job Futures Limited has been obtained.

Note: A final determination from the ACCC is pending.

(Signature of Authorised Representative)

(Print Name)

(Position)

(Date)