



Amendments at: Page 2; Section 3; Section 4

Membership Charter

June 2016

Adopted by Members at the Special General Meeting, 2 May 2008

Amended 8 June 2016

Job Futures Ltd ACN 080 037 538
trading as CoAct

CoAct Membership Charter

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

CoAct 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, and/or provide complementary services that benefit disadvantaged people and strengthen communities.

Membership of CoAct requires an ongoing obligation on each member to act in good faith to each other member, to the company and to the CoAct network as a whole and not to engage in conduct prejudicial to the interests of CoAct.

Membership of CoAct 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 Subcontract Agreement entered into between CoAct and a member; and
- (d) this Membership Charter.

CoAct 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 of the Charter, are legally binding on all current and future members of CoAct and on CoAct itself.

The CoAct Membership Charter includes rights and obligations of the member organisations that are the members of CoAct.

The terms of this Membership Charter shall be read in conjunction with the Constitution of Job Futures Ltd, and any Subcontract or agreement separately entered into between a member and CoAct.

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 Subcontract, the order of precedence shall be:

- (a) the Constitution; then
- (b) the Membership Charter; then
- (c) the Subcontract.

1. CoAct not in Control of Member Organisations

CoAct 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 CoAct including the Constitution and this Membership Charter.

2. Tendering and Contracting

2.1 The Board of CoAct is empowered to determine and communicate to members the specific criteria for inclusion of any member as a nominated subcontractor or formal partner in a CoAct 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 CoAct will determine and communicate to members the basis upon which any conflicting interests of members in each tender process will be resolved.

2.2 CoAct will apply these criteria impartially when selecting a nominated subcontractor or partner for a CoAct 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 CoAct.

2.4 A member affected by a decision of CoAct to select a subcontractor 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 CoAct 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 CoAct

3.1 It is a fundamental condition of membership of CoAct 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 CoAct must only participate in a tender to provide jobactive services (or any successor program to jobactive) as a subcontractor to or partner with CoAct, unless the prior written consent of CoAct has been obtained.

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- 3.3 A member which has entered into an agreement to tender as a partner for a specific contract with CoAct must not tender for that same contract to supply the services in its own right, through another person, or as part of a consortium or other partnership, unless the prior written consent of CoAct has been obtained.
- 3.4 A member which has entered into a subcontract with CoAct to deliver a program or services must not tender, in its own right, through another person or as part of a consortium or other partnership, for that same, or any successor program, whilst remaining as a member of CoAct, unless the prior written consent of CoAct has been obtained or the member has exercised its right to withdraw from tendering arrangements in accordance with the Subcontract.
- 3.5 A member which submits a tender in contravention of sub clauses 3.2, 3.3 or 3.4 is acting in a manner prejudicial to the interests of CoAct and its members and is liable to forfeit its membership, in accordance with the provisions of rule 11 of the Constitution.
- 3.6 Sub clauses 3.2, 3.3, 3.4 and 3.5 are applicable to a tender to deliver the program or services in any location within Australia.
- 3.7 A member affected by a decision of CoAct 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. CoAct and Members Right to Tender – New Business

- 4.1 The primary aim of new business is to open up opportunities for CoAct members at the same time as developing the sustainability of CoAct.
- 4.2 In assessing new business opportunities that align with CoAct strategic objectives, CoAct will:
- i. be guided by the Growth Strategy developed in collaboration with the members;
 - ii. consider the potential impact of these opportunities on the current activities of members, and benefit to the network as a whole;
 - iii. notify members of its intent regarding tendering for new business, providing relevant information to enable members to assess the opportunity and provide feedback to inform the tender decision and resolution of any potential issues;
 - iv. ensure that a member which considers it is negatively affected by a decision of CoAct regarding a new business decision may seek a review of the decision through a Board disputes committee which will consider any request for review within 7 business days of receipt of that request.
- 4.3 For the purpose of this Section (4), the term “new business” means a contract for business which CoAct has not previously held in any areas/regions of Australia.
- 4.4 Members have the right to compete directly against other members when tendering in their own right for business subject to the conditions of Section 3 of this Charter. Wherever possible, members are encouraged to maximise the strength of the network and collaborate on potential opportunities.

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 CoAct or may be reasonably expected to be in the same market place with CoAct 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 CoAct for the purposes of clause 11 of the Constitution.
- 5.3 CoAct 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 CoAct.

6. Not to Damage CoAct or Other Members

- 6.1 Members must not, in their practice, behaviour or communication, oral or written, including with customers, clients and job seekers or the media, demean or impugn the reputation of other CoAct members, CoAct or their respective employees.
- 6.2 Members must not wilfully seek to bring CoAct or any member into disrepute, or otherwise behave in any manner or pursue any practice that may bring CoAct or any member into disrepute.
- 6.3 Neither CoAct nor its representative or employees will in their practice, behaviour or communication, oral or written, including with customers, clients and job seekers or the media, demean or impugn the reputation of a CoAct member, CoAct or their respective employees.

7. Governance

- 7.1 A condition of continuing membership of CoAct is that each member organisation operates on a not for profit basis and with objectives consistent with those of CoAct. 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 CoAct. 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 CoAct 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 CoAct for the purposes of clause 11 of the Constitution and may result in the member forfeiting membership of CoAct.
- 7.5 Members must provide a copy of their Annual Report and audited annual financial statements to CoAct as soon as practicable and no later than 5 months after the end of the relevant reporting year unless otherwise agreed by CoAct.

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 CoAct or delivery of CoAct contracts may only be used in the delivery of the subcontract unless CoAct 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 CoAct contract is engaged in conduct prejudicial to the interests of CoAct 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 subcontractor in their tenders, except where the tender is for a service or program which they currently or previously delivered as a subcontractor to CoAct.
- 8.3 CoAct 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 CoAct contract.
- 8.5 Member organisations must not provide confidential information about another subcontractor organisation or CoAct to a third party without the relevant organisation’s consent.
- 8.6 CoAct 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 CoAct.

9. Inclusion of New Member Organisations

- 9.1 CoAct 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;

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- financial viability;
- consistency of organisational goals with those of CoAct;
- extent to which the proposed member's operations are or may be in competition with or complementary to CoAct's existing operations;
- ability to contribute to the future performance and growth of CoAct.

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

10. Transparency in Decision Making

10.1 CoAct 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;
- CoAct Strategic Plan;
- Audited financial statements of CoAct.

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 CoAct

12.1 The CoAct Board is accountable to its members for the overall performance of the organisation.

12.2 The CoAct 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 CoAct 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 CoAct will develop, in relation to each program, a statement of minimum expectations of subcontractors and minimum service levels provided by CoAct staff. CoAct and the relevant subcontracted member organisations must adhere to this statement.