

s22 [Redacted]

**From:** Talent Programs <TalentPrograms@transport.nsw.gov.au>  
**Sent:** Monday, 12 October 2015 11:14 AM  
**To:** s22 [Redacted]  
**Cc:** Talent Programs  
**Subject:** DEEWAR payment  
**Attachments:** 12102015100836-0001.pdf; s47F [Redacted] - Cadets paid by Sydney Trains payrolls.pdf; s47F [Redacted].pdf; Cadets paid by Sydney Trains payrolls.pdf

**Importance:** High

Hi s22 [Redacted]

I haven't forgotten about the paper work. I've had a go at filling out all the information I could find.

Could you please review the attached information and see if is everything you need? Once deemed correct I can acquire similar information for the remaining Cadets.

Attached information is for s47F [Redacted]

Please feel free to give me a call if you would like to discuss further.

Kind regards,

s47F [Redacted]

**Talent Pipeline Programs**  
Organisational Development  
People and Corporate Services  
**Transport for NSW**

s47F [Redacted]

*We would like to acknowledge the Traditional Custodians of the land on which our office sits.*

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# Indigenous Cadetship Support Acquittal Form

Please use this form to:

- acquit Indigenous Cadetship Support (ICS) Advance Payments, or
- seek reimbursement of already expended funds if payment is in arrears.

and to:

- advise that the cadet has ceased or deferred, or
- confirm that the cadet is continuing with their cadetship

1. Employers Name

TRANSPORT for NSW

2. Cadet's Name

s47F [Redacted]

3. What is the funding period being acquitted?  
(eg: Semester 1, 2012)

Sem 1 & 2, s47F AND Sem 1 & 2, s47F

Your Invoice No:

[Redacted]

4. Has the Cadetship been deferred?

No

Yes > Please advise

deferral start date: [Redacted] - cessation date: [Redacted]

5. Has the cadetship ceased?

No > Go straight to section 7

Yes > Please complete section 6 before proceeding

6. Cessation details

When did the cadetship cease?

s47F [Redacted]

Why did the cadetship cease? (please tick)

- Cadet completed cadetship and my organisation continued employing the cadet
- Cadet completed the cadetship and was employed by another organisation
- My organisation terminated the cadetship
- Cadet commenced additional study
- Cadet completed the cadetship but outcome unknown
- Cadet resigned
- Other

Comments

[Redacted]

7. Has the FULL Advanced Payment been spent in accordance with the ICS Guidelines?

No > Please complete section 8 before proceeding

Yes > Go straight to section 9

s47F [Redacted]

9. Employer Declaration

I am aware that under the Criminal Code Act 1995 (Cth) section 137.1 giving false or misleading information is a serious offence.

I declare that the information in this form is an accurate and complete account of:

- Expenditure against an advance by the Commonwealth
- The amount expended by my organisation during the period; and
- (for continuing cadets) that the cadet is continuing in full-time study (or another agreed study load) and has adhered to course requirements to date.

I have evidence to substantiate this claim and, if required, I shall provide it to the Department

Signature: s47F [Redacted]

Date: [Redacted]

Full Name: s47F [Redacted]

Phone Number: s47F [Redacted]

Note: The employer should retain payment evidence to support the above statements for audit and taxation requirements.



# Employer agreement

Indigenous Cadetship Support (ICS) is an Australian Government initiative that aims to improve the professional employment prospects of Indigenous Australians. ICS enables Indigenous tertiary students to gain professional qualifications and experience and move into employment on completion of their studies.

## Privacy Statement

The Department of the Prime Minister and Cabinet uses the information collected on this form to make decisions relating to the participation of both the Employer and the Cadet in ICS. The Department also uses this information for Cadetship placement, administration (including debt recovery and monitoring of performance under this Agreement), research, evaluation and monitoring purposes. The Employer and its agents and the Cadet consent to the collection and use of their Personal Information and Sensitive Information in this Agreement for these purposes. The Department undertakes to use all reasonable endeavours to ensure that any publication produced as a result of research or evaluation of ICS that uses the information in this Agreement is drafted to protect the identity of the Employer, its agents and the Cadet.

### Item 1 – Business Details – Employer

Legal registered name

TRANSPORT FOR NSW

Trading name (if different to registered)

ICS ID

[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

Registered business address

Street Address

s47F [Redacted]

Postal Address

SAME AS ABOVE

Australian Business Number (ABN)

18804239602

Australian Company Number (ACN) (is applicable)

[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

Is your business registered for GST purposes?

No  Yes

Name of business (e.g. mining, education)

TRANSPORT

Contact person

Full name

s47F [Redacted]

Phone number

[Redacted]

(business hours)

Mobile Number

[Redacted]

Fax number

( )

Email address

talentprograms@transport.nsw.gov.au

Preferred method of contact

Mail  Phone  Mobile  Fax  Email

Alternate contact person

Full name

s47F [Redacted]

Phone number

( )

(business hours)

Mobile Number

s47F [Redacted]

Fax number

( )

Email address

talentprograms@transport.nsw.gov.au

Preferred method of contact

Mail  Phone  Mobile  Fax  Email

### Item 2 – Cadet Details

Last name

s47F [Redacted]

First name

s47F [Redacted]

Initials of other given names

ICS ID

[ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

Gender

s47F [Redacted]

Date of Birth

s47F [Redacted]

I am one of the following:

s47F [Redacted]

It is a requirement that Confirmation of Indigenous Status be provided with this Agreement form – see Annexure 3(a) for description.

Job Seekers ID (if know and if applicable)

[Redacted]

Email address

[Redacted]

Residential address

Three empty lines for residential address.

Postal address (if different from residential address)

Three empty lines for postal address.

Semester address (if different from residential or postal address)

Three empty lines for semester address.

Contact phone numbers

Residential ( ), Fax number ( ), Mobile

Educational institution at which you are enrolled

One empty line for educational institution.

Campus location

One empty line for campus location.

Faculty address

Three empty lines for faculty address.

Course of study

One empty line for course of study.

Study award

s47F



Enrolment status (e.g. full-time, part-time, deferred)

s47F

It is a requirement that: Confirmation of Enrolment must be provided with this Agreement form – see Annexure 3(b) for description.

Item 3 – Cadetship Plan

Job title (e.g. IT Cadet, Psychology Cadet etc)

CADET

It is a requirement that a Position Description/Duty Statement be provided with this Agreement form – see Annexure 1 for description.

Proposed commencement date of Cadetship (please allow 10 business days for processing)

s47F

Cadetship cessation date (including final work placement)

s47F

Industrial Instrument under which the Cadet will be employed (e.g. Award, Certified Agreement, Australian Workplace Agreement)

s47F

Street address of workplace at which Cadet will undertake the work placement

s47F

Email address of cadet work placement (if applicable)

Mentor

Full name

Phone number

(business hours)

Mobile Number

Fax number

Email address

Preferred method of contact

Mail [ ] Phone [ ] Mobile [ ] Fax [ ] Email [ ]

Item 4 – Business bank details for payment of financial assistance

Type of financial institution

Bank [ ]

Credit Union [ ]

Building Society [ ]

Other [ ]

> Please provide details

Full name of financial institution

Location of branch (in full) where account is held

Full name of account

BSB Code

Account number

### Item 5 – Employer Certification

I certify that:

- I am a representative of the Employer who is authorised to legally bind the Employer;
- I have checked the details entered on this application (including the details at Items 1, 3 and 5) and certify to the best of my knowledge that the details are true and complete;
- I have read and understand the 'Terms and Conditions' overleaf that apply to this Agreement;
- I agree to abide by the 'Terms and Conditions' of this Agreement;
- I am aware that under the Criminal Code Act 1995 (Cth) section 137.1 giving false or misleading information is a serious offence.

Signature of Authorised Representative of Employer

s47F Date  
 \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_

Position s47F \_\_\_\_\_

Last name s47F \_\_\_\_\_

First name \_\_\_\_\_ Initial s47F \_\_\_\_\_

Phone number s47F \_\_\_\_\_

### Item 6 – Cadet Certification

I certify that:

- I have checked my details at Item 2, and the details of the Cadetship Plan at Item 3 and certify to the best of my knowledge that the details are true and complete;
- I have read and understand the 'Terms and Conditions' overleaf, particularly the Cadet obligations, that apply to this Agreement;
- I agree to abide by the 'Terms and Conditions' of this Agreement;
- I am of Aboriginal and/or Torres Strait Islander descent; identify as an Australian Aboriginal and/or Torres Strait Islander; and am accepted as an Aboriginal and/or Torres Strait Islander in the community I live or have lived.
- I am an Australian resident;
- I am enrolled for full-time study for my diploma, my advanced diploma or my first undergraduate degree at a TAFE college, or other registered training organisation or university;
- I am aware that under the Criminal Code Act 1995 (Cth) section 137.1 giving false or misleading information is a serious offence; and
- I undertake to advise Centrelink of the Cadetship, and the proposed commencement date of the Cadetship as outlined in Item 3 if I am receiving any payments from Centrelink, including ABSTUDY.

Signature of Cadet or Representative

\_\_\_\_\_ Date  
 \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_

Details of Authorised representative (if applicable)

Last name \_\_\_\_\_

First name \_\_\_\_\_ Initial \_\_\_\_\_

Phone number ( ) \_\_\_\_\_

### Item 7 – Financial Assistance To Be Paid

The Commonwealth will make an advance payment to the Employer up to \$14,100 (including GST) per annum with an advance payment being made each semester for the Cadet's study salary for 40 weeks, plus other items specified in Clause 5 of the 'Terms and Conditions' while the cadet is attending full-time study.

### Item 8 – Checklist

It is a requirement that the following documents are supplied with this application for the Agreement to be processed:

- Position Description/Duty Statement of Cadetship (described at Annexure 1) attached
- Confirmation of Indigenous Status (described at Annexure 3(a)) attached
- Confirmation of Enrolment (described at Annexure 3(b)) attached

#### ICS Office Use Only

Officer Recommendation \_\_\_\_\_

Cadetship commencement date \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_

Cadetship expected cessation date \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_

Signed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_

#### Department Approval of Expenditure and execution of Agreement

Expenditure of up to \$ \_\_\_\_\_ (Including GST) funds under Section 44 of the Financial Management and Accountability Act of 1997 is approved.

Signature of Delegate \_\_\_\_\_

Printed name \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_

#### ES Smart Client

Provider ID \_\_\_\_\_

Project/Activity ID \_\_\_\_\_

Jobseeker ID \_\_\_\_\_

General

1. In this Agreement, unless the contrary intention appears:
  - “**ABN**” has the same meaning as it has in the A New Tax System (Australian Business Number) Act 1999;
  - “**Aboriginal and/or Torres Strait Islander**” means a person of Aboriginal and/or Torres Strait Islander descent who both identifies as an Aboriginal and/or Torres Strait Islander and is accepted as such by the community in which he/she lives or has lived;
  - “**Agreement**” means the terms and conditions contained in this document and include, the Code of Practice and any other documents incorporated by reference;
  - “**Cadet**” means the Aboriginal and/or Torres Strait Islander person specified at Item 2;
  - “**Cadetship**” means the cadetship set out under this Agreement between the Cadet, Employer and the Commonwealth;
  - “**Centrelink**” means the Commonwealth Service Delivery Agency established by the Commonwealth Services Delivery Agency Act 1997 or such other Australian Government agency or department as may, from time to time, administer Centrelink’s functions;
  - “**Code of Practice**” means the ICS Code of Practice located at Schedule 1 to this Agreement;
  - “**Commonwealth**” means the Commonwealth of Australia;
  - “**Confirmation of Indigenous Status**” means evidence that establishes Aboriginal and/or Torres Strait Islander descent.  
For a description of acceptable documents, see 3(a).
  - “**Confirmation of Enrolment**” means evidence that proves that the student’s course, institution and study load (full-time, part-time) satisfy the ICS eligibility criteria. For more information, see 3(b).
  - “**Contact Person**” means the person specified in Item 1 as the contact person, or such other person nominated by the Employer from time to time as the contact person in relation to the Cadetship;
  - “**The Department**” means the Department of the Prime Minister and Cabinet or such other Australian Government agency or body as may, from time to time, administer this Agreement on behalf of the Commonwealth;
  - “**Employer**” means the person or body specific at Item 1 of the Agreement;
  - “**FEE-HELP**” has the same meaning as it has in the Higher Education Support Act 2003;
  - “**GST Act**” means the A New Tax System (Goods and Services Tax) Act 1999;
  - “**GST**” means Goods and Services Tax payable under the GST Act;
  - “**HECS-HELP**” has the same meaning as it has in the Higher Education Support Act 2003;
  - “**Industrial Instrument**” includes an Australian Workplace Agreement, Enterprise Agreement or an Award;
  - “**ICS**” means the Indigenous Cadetship Support;
  - “**ICS Guidelines**” means the Indigenous Cadetship Support Guidelines, as amended by the Department from time to time;
  - “**Parties**” means the parties to this Agreement namely, the Commonwealth (as represented by the Department), the Cadet and the Employer;
  - “**Personal Information**” has the same meaning as it has in the Privacy Act 1988;
  - “**Sensitive Information**” has the same meaning as it has in the Privacy Act 1988;
  - “**Position Description/Duty Statement**” means the document written by the employer describing the work plan for the cadet throughout their cadetship;
  - “**Tax Invoice**” has the same meaning as it has in the GST Act; and
  - “**Taxable Supply**” has the same meaning as it has in the GST Act.

Agreement

2. The Parties agree that:
  - (a) the Cadetship will not commence prior to execution of this Agreement by all the Parties;
  - (b) the Cadet is not an employee or agent of the Department, unless the Cadet has been specifically engaged in writing by the Department as a Cadet;
  - (c) no agreement or understanding varying or extending this Agreement is binding on the Parties unless it is in writing and signed by the Parties;
  - (d) this Agreement is governed by and any matter arising under this Agreement is to be construed in accordance with the laws of the Australian Capital Territory;
  - (e) if the Employer cannot meet its obligations under this Agreement for the following reasons:
    - (i) staffing practices;
    - (ii) business directions;
    - (iii) market trends;
    - (iv) financial viability; or
    - (v) changes in the organisational structure of the Employer;
 the Employer must make every effort to obtain a Cadetship with another Employer for the Cadet; and
  - (f) the Cadet and Employer must notify each other and the Department immediately upon on any change of circumstance that may affect any of the Parties obligations under this Agreement.
  - (g) For the avoidance of doubt, no right or obligation arising from this Contract is to be read or understood as limiting the Employer’s rights to enter into public debate or criticism of the Australian Government, its agencies, employees, servants or agents.

Cadet’s Obligations

3. The Cadet must, to the Department’s satisfaction:
  - (a) verify that he or she is an Aboriginal and/or Torres Strait Islander by providing Confirmation of Indigenous Status to the Department via:
    - (i) a birth record or genealogy verified by a suitable authority as applicable to the student; or
    - (ii) a letter signed by the Chairperson of an Aboriginal and/or Torres Strait Islander incorporated organisation (where records are not available).
  - (b) verify that he or she satisfies the study eligibility criteria by providing Confirmation of Enrolment:
    - (i) If a student is in their first semester of study, a document stating proof of full-time enrolment is required.
    - (ii) If the student is undertaking any semester but their first, an academic transcript is required. An academic transcript is a certified record from a tertiary institution that shows a student’s full enrolment history and their marks/grades achieved in units or programme studied. The transcript is required to show ICS that the student is studying full-time. Students can generally obtain these documents through their educational institution’s online student system, or from their student administration office.
  - (c) undertake and successfully complete the Course of study specified in Item 2;
  - (d) attend the Employer’s workplace and undertake paid work placements provided by the Employer for an aggregate 12 weeks;
  - (e) perform reasonable work tasks assigned by the Employer to the Cadet during the work placement to a satisfactory standard;
  - (f) provide to the Employer and the Commonwealth with personal information relevant to the Cadetship on request;

- (g) cooperate with the Employer's monitoring of the Cadet's progress during the Cadetship, including by providing the Employer with his or her academic results for the course specified in Item 2 at the end of each semester of study;
- (h) cooperate with the Department and/or the Employer in any evaluation or review of the Cadetship or ICS generally;
- (i) if the Cadet is receiving payments from Centrelink, including ABSTUDY, advise Centrelink of the Cadetship, and the proposed commencement date of the Cadetship as outlined in Item 3;
- (j) if the Cadet is receiving a scholarship, living or study allowance from any other source other than from paid employment or Centrelink, where such funding is in excess of \$6,000 per annum, advise the Department of the details relating to scholarship, living or study allowance; and
- (k) comply with the Code of Practice.

#### Employer's Obligations

##### 4. The Employer must:

- (a) employ the Cadet under an appropriate Industrial Instrument for the full 52 weeks of each year of the Cadetship;
- (b) provide the Cadet with a safe workplace free of sexual harassment and unlawful discrimination, in compliance with relevant legislation, for example the Racial Discrimination Act (Cth) 1975;
- (c) comply with all customary and statutory obligations including the provisions of any Industrial Instrument under which the Cadet is employed by the Employer;
- (d) provide work placements for the Cadet that complement the Cadet's course of study totaling 12 weeks full-time for each year of the Cadetship;
- (e) pay the Cadet a wage during the 12 week work placement referred to in clause 6 in accordance with the Industrial Instrument under which the Cadet is employed for the purposes of clause 4 (a);
- (f) release the Cadet to undertake the full-time study course outlined in Item 2;
- (g) pay the Cadet the 'Allowance' in accordance with clause 6 in a regular and consistent manner (i.e. as a "wage-like" payment);
- (h) to the Department's satisfaction, provide a mentor for the Cadet to have regular contact with during the Cadetship;
- (i) provide the Cadet Workplace Plan prior to the Cadet's commencement;
- (j) to the Department's satisfaction, ensure that both the Contact Person and mentor maintain regular contact with the Cadet;
- (k) notify the Department in writing immediately if there is any proposed change to the Cadetship and not to proceed with the change unless the Department has approved the change in writing;
- (l) allow ICS staff:
  - (i) to have reasonable access to visit the Cadet during business hours;
  - (ii) to access to any records and any other material held by the Employer relevant to the Cadetship to enable the Department to monitor the Employer's compliance with this Agreement; and
  - (iii) to do all things reasonably necessary to monitor the Cadet's progress;
- (m) treat as private and confidential all Personal Information and/or Sensitive Information relating to the Cadet acquired by virtue of or in connection with this Agreement. This obligation survives the termination of this Agreement;
- (n) not represent itself as being an employee, partner or agent of the Commonwealth, or as otherwise able to bind or represent

- the Commonwealth, except where the Employer is a government agency of the Commonwealth;
- (o) acquire and maintain a public liability insurance policy for an amount of not less than one (1) million dollars per claim, and in respect of the Cadet a worker's compensation insurance policy and superannuation policy;
- (p) indemnify and hold harmless in relation to all losses, damages, costs (including legal costs on a solicitor/own client basis), expenses, claims, demands, actions or suits suffered or incurred by or made or instituted against the Commonwealth as a result, directly or indirectly of a breach by the Employer of its obligations under this Agreement;
- (q) use its best endeavors to offer permanent employment to the Cadet on the successful completion of the Cadetship;
- (r) cooperate with the Department in any evaluation of the Cadetship, or ICS;
- (s) account for expenditure of all funds provided by the Commonwealth to the Employer under the Cadetship, using such form as prescribed from time to time by the Department for the acquittal of ICS financial assistance within 28 days of both the yearly anniversary of the commencement of this Agreement and on the completion of the Cadetship;
- (t) to the Department's satisfaction, put in place appropriate administrative arrangements to ensure the smooth operation of the Cadetship. This includes providing a Position Description/Duty Statement when submitting this Agreement form;
- (u) in all publications, promotional materials and activities relating to the Project. You must acknowledge the financial and other support it has received from the Commonwealth and display the relevant logos;
- (v) in all publications, prominently display the words; "This Project is supported by funding from the Commonwealth Government under its Indigenous Cadetship Support, administered by the Department of the Prime Minister and Cabinet". We will consider alternative wording on a case by case basis depending on the circumstance and purpose of the various publications, promotional material and activities. Relevant logos would generally be the Commonwealth Crest. Where relevant, "©200X Commonwealth of Australia" will be inserted;
- (w) note that requests for Ministerial and/or Departmental representation at launches and functions relating to the Project will be coordinated through the Programme Delegate;
- (x) satisfy itself that the Cadet is enrolled in the Course of study in Item 2 and is successfully completing that course, including by obtaining from the Cadet copies of documents verifying enrolment and academic records, for each semester of study;
- (y) remind the Cadet of his or her responsibility to:
  - (i) continue to meet the eligibility criteria for Cadets as outlined in the ICS Guidelines;
  - (ii) notify you of any change in circumstance that may affect his or her eligibility for the Cadetship;
  - (iii) advise Centrelink of the Cadetship, if the Cadet is receiving payments from Centrelink; and
  - (iv) inform you of his or her academic performance for each semester for the course specified in Item 2; and
- (z) comply with the Code of Practice.

## Commonwealth Obligations

5. Upon being satisfied that the Cadet and the Employer have met their respective obligations under this Agreement, the Commonwealth will:
  - (a) pay the Employer installments (including GST) in accordance with the amount outlined in the Department's Cadetship commencement advice correspondence, and any subsequent advice, to be used by the Employer per annum in accordance with clauses 6, 7 and 8; and
  - (b) respond to any policy questions relating to ICS raised by the Cadet or the Employer in relation to the Cadetship.

## Financial Assistance

6. After the Department's approval of this Agreement and upon receipt of a correctly rendered Tax Invoice and within 28 days of the commencement of this Agreement, the Commonwealth will pay the Employer installments (including GST) in accordance with the amount outlined in the Department's Cadetship commencement advice correspondence, and any subsequent advices being for payment of:
  - (a) a study allowance for study component of the Cadetship paid to the Cadet by the Sponsor ("the Allowance");
  - (b) a lump sum paid to the Cadet at the commencement of the Cadetship, to assist with the costs of books, materials and educational fees associated with the course of study in Item 3;
  - (c) a fee paid to the Employer by the Commonwealth for costs incurred in administering the Cadetship; and
  - (d) any associated GST component.
7. Financial assistance under this Agreement is not available for:
  - (a) the period after which the Cadetship is terminated or altered without the Commonwealth's prior written consent;
  - (b) the period during which the Cadet is on work placement;
  - (c) unpaid leave by the Cadet;
  - (d) any period for which the Cadet is entitled to workers' compensation payments;
  - (e) Cadet holiday pay or paid personal leave;
  - (f) bonus payments paid by the Sponsor;
  - (g) paid leave upon termination;
  - (h) reimbursement of Higher Education Contribution (HECS-HELP) or FEE-HELP liability;
  - (i) travel assistance, unless otherwise agreed by the Parties; or
  - (j) reimbursement of fees for postgraduate qualifications except when it is a direct requirement of the Cadet's full-time permanent position with the Employer.
8. Any money wrongly or mistakenly paid by the Department to the Employer under this Agreement shall constitute a debt, which must be repaid immediately to the Commonwealth without further proof of the debt being necessary.
9. Financial assistance provided to the Sponsor under clause 6 includes GST for Taxable Supplies made by the Sponsor under this Agreement.
10. In relation to Taxable Supplies made under this Agreement, the Sponsor agrees to issue the Department with a Tax Invoice in accordance with the GST Act.
11. The Department may withhold an amount specified by the Australian Taxation Office of any sum claimed by the Employer if an invoice provided by the Employer does not quote an ABN.

## Default

12. If the Employer fails or refuses to perform its obligations under this Agreement the Commonwealth may, without derogating from any other right it may have:
  - (a) withhold payment of financial assistance until those obligations are met;
  - (b) give notice to the Employer specifying the breach and directing that the breach be rectified within seven (7) days from the date of service of the notice, and require the Employer to provide notice and/or evidence of the rectification; and
  - (c) if the Employer fails to rectify the breach within that seven (7) day period, terminate the Agreement immediately by notice to the Employer without liability to pay damages, compensation or any other termination payment, other than assistance properly due to the Employer under this Agreement before the termination.
13. If the Employer:
  - (a) goes into liquidation or a receiver or receiver and manager or mortgagee's or charge's agent is appointed; or
  - (b) in the case of an individual, becomes bankrupt or enters into a scheme or arrangement with creditors; the Commonwealth may, by notice in writing, terminate this Agreement without prejudice to any right of action or remedy which has accrued or which may accrue in favour of a party.

## Termination

### *Termination by the Commonwealth*

14. The Commonwealth may at any time by written notice to the Employer and Cadet, terminate this Agreement, without prejudice to the rights, liabilities or obligations of any of the Parties accruing prior to the date of termination. If the Commonwealth terminates this Agreement under clause 14, the Commonwealth shall be liable only for:
  - (a) the payments under this Agreement that were due before the effective date of termination; and
  - (b) subject to clauses 15 and 16 any reasonable costs incurred by the Employer and directly attributable to the termination of this Agreement.
15. Upon receipt of a notice of termination the Employer shall take all available steps to minimise all losses, costs and expenses arising from the termination.
16. The Commonwealth shall not be liable to pay compensation in an amount which would, in addition to any amounts paid or due, or becoming due, to the Employer under this Agreement, together exceed the amounts payable under this Agreement. The Employer will not be entitled to compensation for loss of prospective profits.



*Termination by the Cadet and/or Employer*

17. The Employer or Cadet may terminate this Agreement at any time, but neither will be entitled to any costs associated with such termination.
18. If the Employer or Cadet terminates this Agreement under clause 17, the Employer must:
- (a) immediately write to the Department confirming:
    - (i) the name, address and birth date of the Cadet;
    - (ii) the end date of the Cadetship;
    - (iii) the reasons for the termination; and
    - (iv) any remedial actions taken by the Employer;
  - (b) provide to the Department:
    - (i) a copy of any resignation letter received by the Employer from the Cadet;
    - (ii) the notice of termination issued to the Cadet by the Employer; and
    - (iii) any other supporting documentation; and
  - (c) immediately acquit expenditure of the financial assistance provided in accordance with clause 6 using such form as prescribed from time to time by the Department for the acquittal of ICS financial assistance.
19. The liability of the Commonwealth to the Employer for financial assistance, under clause 6, for the portion of the Cadetship completed up until termination will be determined by the Department. Any financial assistance paid to the Employer by the Commonwealth in excess of this amount will constitute a debt to the Commonwealth and must be immediately returned to the Department by the Employer.
20. To avoid all doubt, termination of this Agreement by the Employer does not affect any rights the Cadet may have against the Employer under the Industrial Instrument or any applicable legislation or other instrument, as a result of the termination.

**Dispute Resolution**

21. In the event that any dispute arises in relation to this Agreement, the Parties agree to deal with the dispute in following manner:
- (a) first, by direct negotiation;
  - (b) then, if necessary, by mediation or other forms of dispute resolution; and
  - (c) if all else fails, by legal proceedings.
22. Notwithstanding the existence of a dispute, each party must continue to perform its obligations under this Agreement.

**Notice**

23. Any notice, request, claim for payment or other communication given or served in accordance with this Agreement shall be:
- (a) in writing; and
  - (b) addressed and sent by the sender to the recipient in accordance with the recipient's address details specified in the Agreement or as otherwise notified by the recipient.

**Special Terms applicable only where this Agreement operates as a Memorandum of Understanding (MOU)**

24. Where the Employer is a Commonwealth Department or Agency, this Agreement will be construed as and have effect as a Memorandum of Understanding (MOU).
25. Where the Employer is a Commonwealth Department or Agency, the Employer must provide confirmation that it has employed the Cadet to the Department's satisfaction, within 30 days of signing an ICS agreement.

**Indigenous Cadetship Support (ICS)** is an Australian Government initiative that improves the professional employment prospects of Indigenous Australians.

This Code of Practice outlines standards of behaviour required of \*Parties to an ICS Agreement, to ensure the effective operation of ICS Cadetships.

\*The Parties to an ICS Agreement are:

- the Cadet;
- the Cadet's Employer or Sponsor, as relevant; and
- the Department.

All Parties commit to observe the highest standards of fairness and professional practice as they fulfill their obligations under this Agreement.

The Employer's/Sponsor's and the Department's priority is to improve the professional employment prospects of the Cadet by aiming to equip the Cadet with the qualifications and work experience needed to move into full-time employment upon the successful completion of his or her studies, preferably with the Employer or Sponsor with whom he or she is undertaking his or her cadetship.

The Cadet's priority is to gain qualifications and work experience that enables him or her to become a professional employee who understands and contributes in a positive way to the objectives of his or her Employer's/Sponsor's organisation.

All Parties undertake to meet their obligations under this Agreement, with adherence to ICS Guidelines and this Code of Practice.

**Employers/Sponsors, Cadets and the Department undertake to:**

**1. Uphold the integrity and good reputation of the ICS, including by:**

- acting with honesty, integrity, due care and diligence;
- behaving ethically and professionally, and being openly accountable for all their actions in relation to the Cadetship;
- avoiding any practice or activity which could reasonably be foreseen to bring ICS into disrepute;
- not providing false or misleading information to the other Parties to the Cadetship;
- using resources provided by the Commonwealth in accordance with this Agreement and the ICS Guidelines, and only for legitimate purposes associated with the Cadetship; and
- complying with all relevant Australian laws, including privacy, contract, workplace relations and anti-discrimination laws.

**2. Communicate clearly and effectively, including by:**

- ensuring that the other Parties are aware of and understand their rights and obligations under the Cadetship;
- providing timely feedback and information to each other about relevant matters that could affect the Cadetship.

ICS Cadets undertake to:

**3. Demonstrate their commitment to their Cadetship, including by:**

- being aware of and complying with the Employer/Sponsor organisation's "Code of Practice or Conduct" and "Values", as applicable;
- being supportive of and helpful to the Employer/Sponsor throughout the Cadetship;
- treating the Employer/Sponsor fairly and with respect and courtesy;
- advising the Employer/Sponsor of any issues that could have impact on the Cadetship and, as appropriate, participate in the resolution of issues;
- meeting all Cadet obligations under this Agreement and the ICS Guidelines.

**4. Ensure the Cadetship reflects their Employer's/Sponsor's needs and expectations, including by:**

- achieving a consistently good standard of performance during work placements;
- seeking to develop skills during work and study that benefit the Employer/Sponsor; and
- achieving a good standard of academic performance.

**Employers/Sponsors of ICS Cadets undertake to:**

**5. Demonstrate their commitment to the Cadetship, including by:**

- being supportive of, and helpful to, the Cadet in their pursuit of employment and education objectives;
- treating the Cadet fairly and with respect and courtesy and without discrimination or harassment;
- being considerate of the Cadet's individual circumstances, culture and background;
- providing information to Cadets in a format that reflects their individual needs (including any disability or language needs);
- satisfying Cadet entitlements as required under this Agreement and the ICS Guidelines; and
- disclosing to the Department, and taking reasonable steps to avoid, any conflict of interest (real or apparent) in relation to the Cadetship.

**6. Ensure the Cadetship reflects the Cadet's needs and aspirations, including by:**

- inducting Cadets into the organisation at the earliest opportunity and prior to their first work placement;
- providing gainful employment during work placements, supported by proposed workplace duties, that complement the Cadet's course of study and professional development;
- ensuring that work placements do not interfere with the Cadet's study-related responsibilities and obligations;
- providing ongoing assistance to the Cadet for the duration of his or her Cadetship, including by providing a mentor, as outlined in the ICS Guidelines;
- providing information to the Cadet that may assist him or her to find permanent employment on successful completion of the cadetship, in particular, with the Employer/Sponsor;
- ensuring that the personal information collected about the Cadet is accurate, relevant and necessary and maintained in confidence; and
- demonstrating appropriate flexibility in the workplace throughout the Cadetship to help achieve the intended outcomes.

**7. Encourage feedback without prejudice, including by:**

- having a feedback process of which the Cadet is made aware;
- on request and as appropriate, providing the Cadet with appropriate access to relevant records the Employer/Sponsor holds about him or her;
- seeking and appropriately responding to the Cadet's feedback with the aim of continuously improving his or her, and any future, Cadetship;
- supporting the Cadet in resolving any issues or concerns he or she may have; and
- ensuring the Cadet is made aware that he or she can contact the ICS Team within the Department on 1802 102 (toll free) or email directly [ics@deewr.gov.au](mailto:ics@deewr.gov.au)

**ICS Feedback Process**

Employers/Sponsors and Cadets should attempt to resolve Cadetship issues between themselves in the first instance. If either party is dissatisfied with the other party's response or how the response is dealt with, or feel that they are unable to discuss the issue with the other party, they should contact the ICS Team within the Department on 1802 102.

Employers/Sponsors are encouraged to refer to the ICS website at [www.ics.deewr.gov.au](http://www.ics.deewr.gov.au) for information that will assist them to resolve Cadetship issues in the first instance. Employer/Sponsor concerns over individual Cadets should be raised with the Cadet and their mentor in the first instance. If an Employer/Sponsor is unable to resolve a Cadetship issue, they should contact the ICS Team on 1802 102.

**The Department undertakes to:**

- comply with the principles and service standards set out in this Code of Practice;
- promote examples of Cadet and Employer/Sponsor better practice across various and relevant Indigenous media; and
- actively assist in negotiating a resolution to Cadetship issues that are brought to the attention of the department.

If any Cadet or Employer/Sponsor is dissatisfied with how the ICS Team has managed their concerns, they should contact the Customer Service line on 1800 805 260 (toll free), or write to:

Service Feedback  
Reply Paid 9879  
CANBERRA ACT 2601

If a Cadet or Employer/Sponsor continues to be dissatisfied with how the Department has managed their concerns, they may seek an internal review of any decision, or approach the Commonwealth Ombudsman by calling 1300 362 072, visiting [www.ombudsman.gov.au](http://www.ombudsman.gov.au), or by writing to:

Commonwealth Ombudsman  
GPO Box 442  
CANBERRA ACT 2601