

# PROJECT AGREEMENT FOR THE NEW SOUTH WALES INFRASTRUCTURE SKILLS CENTRE

An agreement between:

- the Commonwealth of Australia; and
- New South Wales.

The output of this project will be to support the delivery of the New South Wales Infrastructure Skills Centre and a job brokerage facility.

# Project Agreement for the New South Wales Infrastructure Skills Centre

## OVERVIEW

1. This Project Agreement (the Agreement) is created subject to the provisions of the Intergovernmental Agreement on Federal Financial Relations (IGA FFR) and should be read in conjunction with that Agreement and its Schedules, which provide information in relation to performance reporting and payment arrangements under the IGA FFR.

### Purpose

2. This Agreement will support the delivery of the New South Wales Infrastructure Skills Centre for the provision of pre-employment training and a job brokerage facility and service to improve employment outcomes.

### Reporting Arrangements

3. New South Wales will report against the agreed milestones during the operation of this Agreement, as set out in Part 4 – Project Milestones and Reporting.

### Financial Arrangements

4. The Commonwealth will provide a total financial contribution to New South Wales of \$950,000, exclusive of GST, in respect of this Agreement, as set out in Part 5 – Financial Arrangements.

## PART 1 – FORMALITIES

5. This Agreement constitutes the entire agreement for this project.

### Parties to this Agreement

6. This Agreement is between the Commonwealth of Australia (the Commonwealth) and New South Wales.

### Term of the Agreement

7. This Agreement will commence as soon as the Commonwealth and New South Wales sign it and will expire on 30 June 2022 or on completion of the project, including final performance reporting and processing of final payments against milestones, unless terminated earlier or extended as agreed in writing by the Parties.

## PART 2 – PROJECT OUTPUTS

### Outputs

8. The outputs of this Agreement will be to:
- (a) establish the New South Wales Infrastructure Skills Centre (the Centre) at the following sites:
    - i. 299 Johnson Street, Annandale;
    - ii. Nirimba Campus, Building T5 Eastern Road, Quakers Hill; and
    - iii. 2 Austool Place, Ingleburn;
  - (b) utilise the Centre to provide:
    - i. a Pre-employment Training Program for job seekers who are registered with Employment Services Providers, which is tailored to meet the needs of employers involved in the construction of Sydney Metro transport and infrastructure projects, including training in:
      - i.i civil construction;
      - i.ii pre-cast concrete operations; and
      - i.iii heavy haulage;
    - ii. employment pathway opportunities directly linked to Sydney Metro transport and infrastructure projects and other employer sponsored entry level positions for job seekers and in particular targeting particular cohorts including, but not limited to:
      - ii.i Indigenous job seekers;
      - ii.ii women in non-traditional roles;
      - ii.iii young job seekers; and
      - ii.iv local job seekers with minimal or no infrastructure project skills;
    - iii. Employment Services Providers with direct access to employers delivering Sydney Metro transport and infrastructure projects;
  - (c) establish a Job Brokerage Facility, including the facility and service within the Annandale site, displaying acknowledgement of Commonwealth funding and jobactive branding;
  - (d) purchase capital training equipment to deliver the Pre-employment Training Program including, but not limited to, a heavy haulage driver simulator, Pantech and interactive smart board; and
  - (e) resource and develop an online Job Portal for advertising job vacancies in Sydney Metro projects which can be used by Employment Services Providers, job seekers and employers.

## PART 3 – ROLES AND RESPONSIBILITIES OF EACH PARTY

### Role of the Commonwealth

9. The Commonwealth will be responsible for:
  - (a) monitoring and assessing achievement against milestones in the delivery of the Centre under this Agreement to ensure that outputs are delivered within the agreed timeframe; and
  - (b) providing a financial contribution to New South Wales to support the implementation of this Agreement.

### Role of New South Wales

10. New South Wales will be responsible for:
  - (a) providing a financial contribution to support the implementation of this Agreement;
  - (b) all aspects of delivering on the project outputs set out in this Agreement;
  - (c) reporting on the delivery of outputs as set out in Part 4 – Project Milestones and Reporting; and
  - (d) maintaining an assets register which contains the following details in relation to each Asset:
    - i. a unique identifier;
    - ii. the cost of purchase or creation;
    - iii. the date of purchase or creation;
    - iv. the location; and
    - v. if relevant, the method, and date on which, the Asset was written off and disposed of.

### Shared roles

11. The Parties will meet the requirements of Schedule E, Clause 26 of the IGA FFR, by ensuring that prior agreement is reached on the nature and content of any events, announcements, promotional material or publicity relating to activities under this Agreement, and that the roles of both Parties will be acknowledged and recognised appropriately.

## PART 4 – PROJECT MILESTONES AND REPORTING

12. Table 1 summarises the milestones for the project, their relationship to the outputs, expected completion dates and relevant reporting dates.
13. New South Wales will provide performance reports in accordance with Table 1 during the operation of the Agreement. Each performance report is to contain a description of actual performance in the period to date against the project milestones.

Table 1: Project milestones and reporting

Outputs	Milestones	Completion dates	Reports due
New South Wales Infrastructure Skills Centre	Formal launch of the Centre	June / July 2017	31 August 2017
Pre-employment infrastructure skills training program	Delivery of Pre-employment Training Program to meet the needs of employers involved in the construction of Sydney Metro transport and infrastructure projects	31 December each year from December 2017 to December 2021 30 June each year from June 2018 to June 2022	31 January each year from January 2018 to January 2022 31 July each year from July 2018 to July 2022
Employment pathway opportunities	Pre-employment Training conducted for more than 500 participants directly linked to Sydney Metro transport and infrastructure projects and other employer sponsored entry level job positions	30 June 2022	31 January each year from January 2018 to January 2022 31 July each year from July 2018 to July 2022
Job Brokerage Facility	Completion of Job Brokerage Facility office and interview rooms Appointment of lead Jobactive Provider to provide the Job Brokerage Facility Job Brokerage Facility operational	31 July 2017	31 August 2017

Capital training equipment	Purchase of equipment to support delivery of the Pre-employment Training Program including:  (a) hand and power tools, harness equipment, small plant, measuring equipment and office equipment;  (b) heavy vehicle driver simulator (\$250,000);  (c) Pantech (\$120,000); and  (d) interactive smart board (\$5,500).	31 July 2017	31 August 2017
Job Portal	Appointment of Job Portal human resource  Completion of Job Portal development  Job Portal including advertising of job vacancies in Sydney Metro operational	30 June 2018	31 July 2018

## PART 5 – FINANCIAL ARRANGEMENTS

14. On signing, the Commonwealth will provide a total financial contribution to New South Wales of \$950,000 in respect of this Agreement. All payments are GST exclusive.
15. The Commonwealth's funding contribution will not be reduced where New South Wales secures funding from other activity partners.
16. The Commonwealth's and New South Wales' financial contributions to the operation of this Agreement, including through National Partnership payments to the State paid in accordance with *Schedule D – Payment Arrangements* of the IGA FFR, are shown in Table 2.

**Table 2: Estimated financial contributions**

(\$ million)	2016-17	Total
<b>Estimated total budget</b>	<b>5.94</b>	<b>5.94</b>
Less National Partnership Payments	0.95	0.95
Balance of non-Commonwealth contributions	4.99 <sup>*</sup>	4.99

\* New South Wales TAFE contribution.

17. Having regard to the agreed estimated costs of projects specified in this Agreement, New South Wales will not be required to pay a refund to the Commonwealth if the actual cost of the project is less than the agreed estimated cost of the project. Similarly, New South Wales bears all risk should the costs of a project exceed the agreed estimated costs. The Parties acknowledge that this arrangement provides the maximum incentive for New South Wales to deliver projects cost effectively and efficiently.

18. New South Wales will be required to repay the Commonwealth's funding contribution in full or in part, with the amount of the repayment to be determined by the Commonwealth, if the reporting required under Part 4 is not provided.
19. In the event that there are no alternative mechanisms for New South Wales to repay, the Commonwealth may recover the funds via adjustment to total monthly National Partnership payments via a negative payment under this Agreement.

## **PART 6 – GOVERNANCE ARRANGEMENTS**

### **Enforceability of the Agreement**

20. The Parties do not intend any of the provisions of this Agreement to be legally enforceable. However, that does not lessen the Parties' commitment to this Agreement.

### **Variation of the Agreement**

21. The Agreement may be amended at any time by agreement in writing by both Parties.

### **Delegations**

22. The Commonwealth Minister may delegate the assessment of performance against milestones and the authorisation of related project payments to senior Commonwealth officials, having regard to the financial and policy risks associated with those payments.

### **Dispute resolution**

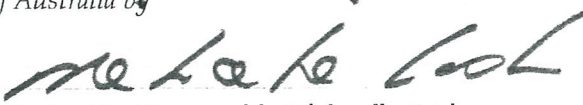
23. Either Party may give notice to the other Party of a dispute under this Agreement.
24. Officials of both Parties will attempt to resolve any dispute in the first instance.
25. If a dispute cannot be resolved by officials, it may be escalated to the relevant Ministers.

### **Interpretation**

26. For the purposes of this Agreement:
  - (a) Asset means any item or property, purchased, leased, hired, financed, created or otherwise brought into existence either wholly or in part with the use of the payment made under this Agreement which has a value of over \$5,000 inclusive of GST but excludes any Intellectual Property rights;
  - (b) Disability Employment Services Provider means an entity contracted by the Commonwealth Department of Social Services to provide disability employment services;
  - (c) Employment Services Provider means an entity contracted by the Commonwealth to provide employment services and includes a jobactive Provider, Transition to Work Provider and Disability Employment Services Provider;
  - (d) Jobactive Provider means any entity contracted by the Commonwealth to provide jobactive services under the *jobactive Deed 2015-2020*; and
  - (e) Transition to Work Provider means any entity contracted by the Commonwealth to provide Transition to Work services under the *Transition to Work Deed 2016-2020*.

The Parties have confirmed their commitment to this agreement as follows:

Signed for and on behalf of the Commonwealth  
of Australia by



**Senator the Honourable Michaelia Cash**  
Minister for Employment

[Day] [Month] [Year]

12 June 2017

Signed for and on behalf of the  
State of New South Wales by



**The Honourable Andrew Constance MP**  
Minister for Transport and Infrastructure

[Day] [Month] [Year]

20 June 2017