

Memorandum of Understanding

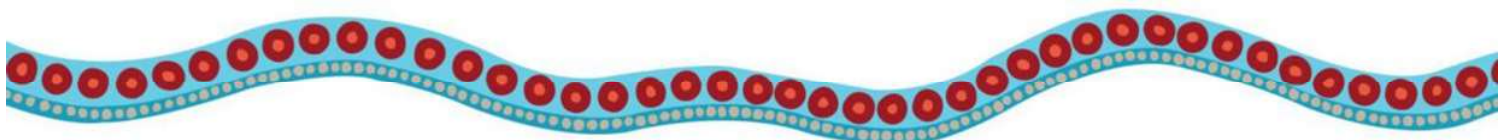
between THE DEPARTMENT OF
EMPLOYMENT AND WORKPLACE
RELATIONS and THE
AUSTRALIAN
COMMUNICATIONS AND MEDIA
AUTHORITY



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The document must be attributed as the (Memorandum of Understanding).



MEMORANDUM OF UNDERSTANDING

THE PARTIES

The Commonwealth of Australia represented by the Department of Employment and Workplace Relations (the Department)

ABN: 96 584 957 427

AND

The Commonwealth of Australia represented by the Australian Communications and Media Authority (the Employing Agency)

ABN: 55 386 169 386

RECITALS

The Indigenous Australian Government Development Program (IAGDP) aims to provide Aboriginal and Torres Strait Islander peoples with meaningful employment and structured development opportunities. The IAGDP plays an integral role in reducing the gap between Indigenous and non-Indigenous Australians and supports a strong and diverse APS.

The IAGDP is a whole-of-government entry level employment and development program which is delivered over a 12-month period. Throughout the duration of the IAGDP, Participants are provided with professional and personal development opportunities to enhance their capability to undertake a career within the APS. Upon successful completion of the IAGDP, Participants will graduate with a Diploma of Government and will be provided with the opportunity to advance from an APS 3 to an APS 4.

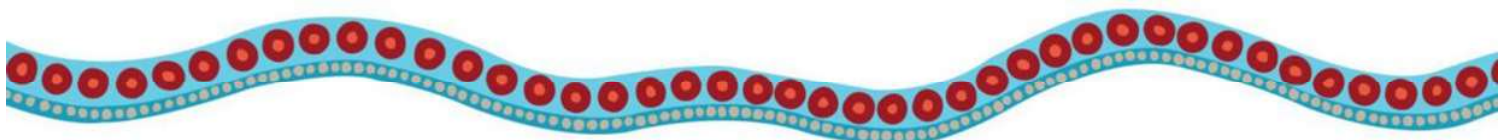
The IAGDP supports the Australian Public Service Commission's Commonwealth Aboriginal and Torres Strait Islander Workforce Strategy, to improve Aboriginal and Torres Strait Islander employee representation in the APS.

1. DATE

- 1.1. Subject to clause 7, the term of this MoU is from the day it is executed until all obligations set out in clauses 3 to 5 have been completed, or until the expected IAGDP end date of 30 October 2023, whichever occurs first.

2. GENERAL

- 2.1. The Parties acknowledge that this MoU is not legally binding or a legally enforceable instrument. Nonetheless, the Parties undertake to comply with the terms of this MoU as if those terms are legally binding and legally enforceable.



3. THE PARTIES' OBLIGATIONS

3.1. The Parties' obligations include (but are not limited to) those outlined in **Attachment A** and are assigned via a tick in each column, as appropriate. The Employing Agency will carry out its obligations under this MoU in accordance with the PS Act (or other relevant employing legislation) and the Employing Agency's Letter of Offer, internal policies, and Industrial Instrument.

3.2. The Department's role includes making recommendations to Employing Agencies about potential Participants who it considers are eligible and suitable for engagement as an employee of that Employing Agency. The Employing Agency is responsible for deciding which Participant(s) it wishes to engage as employees.

3.3. The Parties understand:

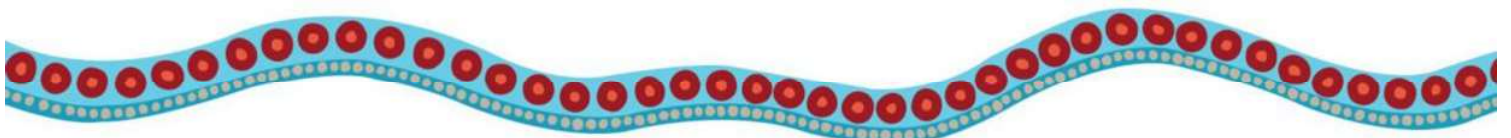
- a. Participants are engaged as employees of the Employing Agencies, not the Department.
- b. The Department is not purporting to make offers of employment or exercise a power of engagement on behalf of Employing Agencies.
- c. Employing Agencies are not bound by the Department's recommendations.
- d. This MoU does not purport to restrict the Employing Agencies' rights, obligations, and discretions in relation to the employment of Participants.

4. FINANCIAL OBLIGATIONS

4.1. A cost recovery model is being implemented to recover related expenses incurred by the Department to manage and deliver the IAGDP. These expenses include marketing, recruitment and selection, the Diploma of Government and ongoing administration, management, and support throughout the programs networking events, graduation ceremony and other learning and development activities.

4.2. The Employing Agency confirms that as at **Monday 31 October 2022, one (1)** Participant was on-boarded as part of the IAGDP.

4.3. The Employing Agency agrees to pay to the Department the amount of **\$10,359** per Participant (the Participant Fee) following receipt of a correctly rendered tax invoice.



4.4. The Department will submit a tax invoice, as defined in section 195-1 of *A New Tax System (Goods and Services Tax) Act 1999*, to the Employing Agency for payment of the full amount owing by the Employing Agency.

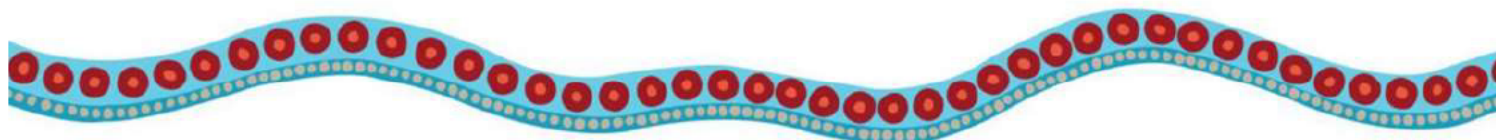
4.5. All amounts referred to in this MoU are GST exclusive.

4.6. The amounts are payable to the Department within 30 days of the Employing Agency receiving the tax invoice.

4.7. The Department will, in accordance with the IAGDP Guidelines, provide upfront funding for the IAGDP orientation, Diploma of Government qualification course fees, additional training support throughout the IAGDP and the graduation ceremony for all Participants.

4.8. The below table sets out the circumstances under which the Employing Agency is eligible to request a reimbursement from the Department if a Participant withdraws from the IAGDP:

Timeframe Participant attends	Scenario	Treatment
Pre-Commencement	Participant withdraws during recruitment process.	No cost to Employing Agency.
Orientation	Participant withdraws/is dismissed after attending the orientation, on-boarding activities, and training.	The Employing Agency is eligible to request a 75% reduction to the Participant Fee.
Orientation + Probation	Participant withdraws/is dismissed at the end of the Employing Agency's probation period.	The Employing Agency is eligible to request a 25% reduction to the Participant Fee.
Orientation + Probation + commenced Diploma of Government	Participant withdraws/is dismissed at any stage after the commencement of the Diploma of Government training.	Employing Agency is not eligible for a reduction of the Participant Fee.
Machinery of Government change	Participant changes Employing Agency as a result of a Machinery of Government change.	Staff follow function. No impact on the Participant Fee.



5. SUPPORT MECHANISMS

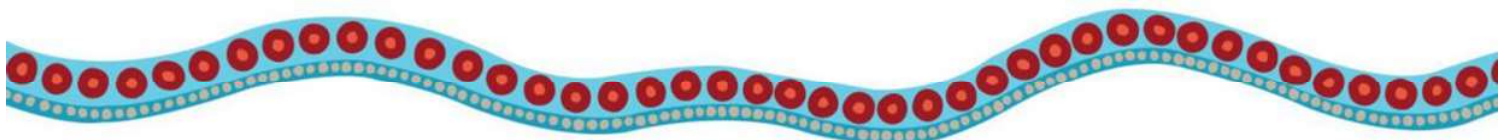
- 5.1. It is recommended that Employing Agencies provide Participants with the following:
- a. Formal Employing Agency mentors (ideally employees who have participated in cultural competency training).
 - b. Access to Indigenous Staff networks.
 - c. Access to the Employing Agency Contact Officer.
 - d. Access to any learning and development programs available to Employing Agency employees relevant to the Participants' work.
 - e. Access to study time equivalent to one day per week from when Participants commence their Diploma of Government until they complete this qualification.

6. PARTICIPANT'S EMPLOYMENT CONDITIONS

- 6.1. Once a Participant has been engaged by the Employing Agency, the Participant becomes an employee of the Employing Agency. The Participant's employment conditions will be determined by the PS Act or other relevant employing legislation in addition to the Employing Agency's Letter of Offer, internal policies, and Industrial Instrument.

7. DEFAULT

- 7.1. If the Employing Agency fails to advise within 72 hours, of any alleged faults in performing its obligations (outlined in **Attachment A**), and within 14 business days after a receipt of formal written notice to remedy any default in performance of its obligations in accordance with the terms and conditions of this MoU, the Department may, by way of written notice, terminate this MoU.
- 7.2. If the Department fails to advise, within 72 hours, of any alleged faults in performing its obligations (outlined in **Attachment A**), and within 14 business days after a receipt of formal written notice, to remedy any default in performance of its obligations in accordance with the terms and conditions of this MoU, the Employing Agency may, by written notice, terminate this MoU.



7.3. If this MoU is terminated in accordance with clauses 7.1 or 7.2 above, the following may apply:

- a. Participants employed by the Employing Agency will no longer be Participants in the IAGDP;
- b. The Department will no longer provide Participants employed by the Employing Agency with training and/or materials to complete the Diploma of Government;
- c. A Participant's ongoing enrolment in the Diploma of Government, and responsibility for the associated costs, are matters for the Employing Agency.

8. DISPUTE RESOLUTION

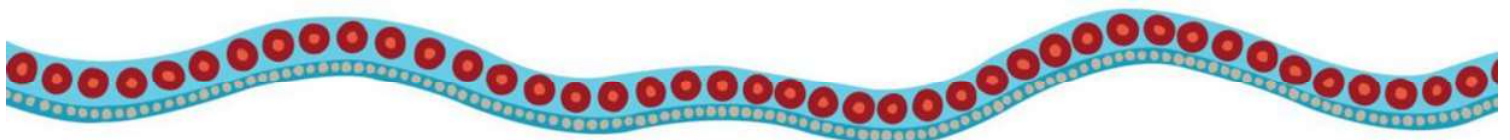
8.1. If either Party has an issue within the scope of this MoU concerning a matter requiring resolution, the agreed process for resolving the matter is as follows:

- a. The Party who has identified the issue must notify the other party's MoU Manager within five business days of identification of the matter.
- b. The MoU Managers will work together and take all reasonable steps to attempt to resolve the matter within 15 business days.
- c. Should discussions between MoU Managers not resolve the matter, the matter will be promptly escalated to the Assistant Secretary, People Branch in the Department.
- d. The Assistant Secretary, People Branch in the Department will not consider the matter unless paragraphs (a) and (b) above have been complied with.

9. ENTIRE AGREEMENT AND VARIATION

9.1. The Parties intend that this MoU and the IAGDP Guidelines constitute the entire understanding between them concerning the performance of the IAGDP.

9.2. This MoU may be varied at any time by mutual agreement of both Parties in writing.



10. NOTICES

10.1. Unless otherwise notified in writing, the Parties will address any communications using the details below:

Employing Agency

Department

AUSTRALIAN COMMUNICATIONS AND
MEDIA AUTHORITY

DEPARTMENT OF EMPLOYMENT AND
WORKPLACE RELATIONS

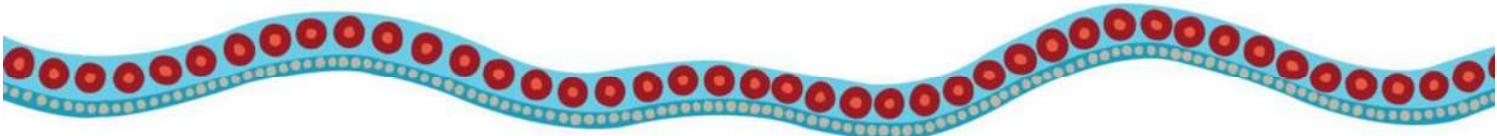
Red Building, Benjamin Offices,
Chan Street, Belconnen ACT, 2617

140-180 City Walk, Canberra ACT, 2601

[Redacted]

[Redacted]

[Redacted]



11. DEFINITIONS

11.1. As described in this MoU:

APS means the Australian Public Service

Employing Agency Contact Officer means the nominated corporate contact for an Employing Agency.

IAGDP Program Manager means the Departmental staff member who manages the IAGDP.

Industrial Instrument means an award, enterprise agreement, certified agreement or determination made under section 24 of the PS Act.

Letter of Offer means the formal letter of offer of employment with the Employing Agency.

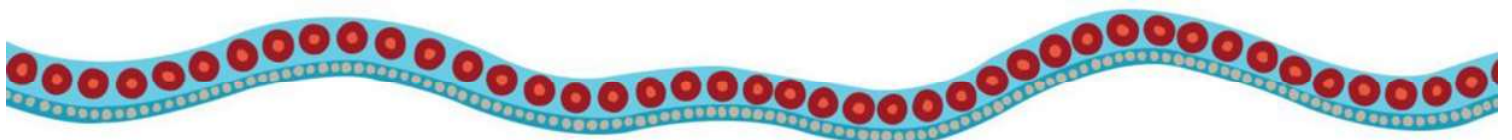
MoU means this Memorandum of Understanding and includes any attachments.

MoU Manager manages this MoU for each party. For the Employing Agency, the MoU Manager is the Employing Agency Contact Officer. For the Department, the MoU Manager is the IAGDP Program Manager.

Participant means a person engaged by an Employing Agency for the purpose of participating in the IAGDP.

Party means a party to this MoU. The term 'Parties' means both the Department and the Employing Agency.

PS Act means the *Public Service Act 1999* (Cth).



EXECUTED AS A MEMORANDUM OF UNDERSTANDING

THE DEPARTMENT OF EMPLOYMENT AND WORKPLACE RELATIONS

Executed by the **Commonwealth of Australia** as represented by the **Department of Employment and Workplace Relations** (ABN 96 584 957 427) by a duly authorised representative in the presence of:

[Redacted signature area]

Signature of witness

Signature of authorised representative

[Redacted name area]

Full name of witness

Full name of authorised representative

Date 24 02 23

Date 24 02 23

EMPLOYING AGENCY

Executed by the **Commonwealth of Australia** as represented by the **Australian Communications and Media Authority** (ABN 55 386 169 386)
by a duly authorised representative in the presence of:

[Redacted signature area]

Signature of witness

Signature of authorised representative

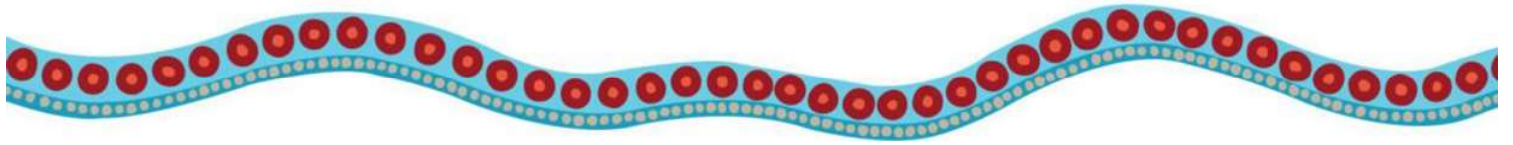
[Redacted name area]

Full name of witness

Full name of authorised representative

Date 23 01 23

Date 23 01 23

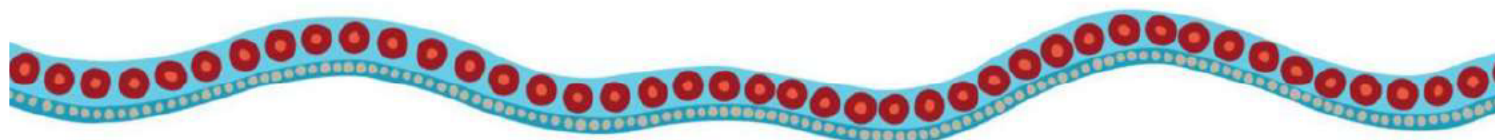


ATTACHMENT A

Obligations	Responsibility	
	Department	Employing Agency
Advertising, marketing, and recruitment Position advertising, IAGDP marketing and promotion, applicant assessment, recruitment process review.	✓	
Pre-employment Medical tests and examinations, work health and safety costs, security and vetting costs and any related Fringe Benefit Tax expenses for employees.		✓
Participant relocation Temporary accommodation, travel, and furniture removals to location of work. Level of support at discretion of Employing Agency.		✓
Engagement and Participant salaries and on-boarding costs APS 3 level (or equivalent) for up to 12 months, with the opportunity for advancement to an APS 4 level (or equivalent) upon successful completion of the IAGDP. <i>Note:</i> <i>i. The Department is to be notified of a Participant's formal acceptance within 14 days upon receipt by the Employing Agency.</i> <i>ii. The Participant's employment conditions will be determined by the PS Act (or other relevant employing legislation) and the Employing Agency's Letter of Offer, internal policies and Industrial Instrument.</i>		✓
Participant pre-diploma preparation programs and additional learning	✓	
Participant travel to attend face-to-face IAGDP activities (i.e. networking events, graduation ceremony etc.) Accommodation, airfares, meals and incidentals, taxi/transport costs.		✓
Employing Agency internal orientation		✓
Learning and development activities related to the workplace, determined by each Employing Agency		✓
Allocation of a mentor or buddy for each Participant Where possible, the assigned mentor/buddy should have participated in cultural competency training.		✓



Graduation Ceremony Venue and equipment hire, catering, printing, entertainment, stole garment, visitation arrangements of special guests and miscellaneous costs.	✓	
Performance management Performance agreement is in place for each Participant engaged with the Employing Agency. <i>Note:</i> i. <i>The confirmation of executed performance management agreements is to be provided to the Department (with the consent of the Participant) within two months of the Participant commencing in the IAGDP.</i> ii. <i>The notification of performance management and/or probation issues arising with the Participant is to be provided to the Department within five business days of the issues arising.</i>		✓
IAGDP administration	✓	
IAGDP specific communications Communications to Participants, Employing Agency coordinators, supervisors (e.g. program updates, CIT Diploma of Government calendars, APS Academy enrolment, learning and development calendar placeholders, graduation ceremony information, networking events etc.)	✓	
Distribution of CIT Participant progress reports to Employing Agency contacts	✓	
Distribution of CIT Participant progress candidate reports to supervisors Work with Participant supervisor(s) to monitor Participants progress on the IAGDP both during the probation period and throughout the diploma qualification studies. If progress reports identify any issues, Employing Agency contacts and supervisors should notify the Department of steps taken with Participant.		✓
Diploma of Government provider engagement, contract administration and management	✓	
Updates on IAGDP Participants <i>Note: Updates to the Department, as required, incorporating the following:</i>		✓



<p>i. <i>The outcome of any application/s by a Participant for a change in working conditions (i.e., part-time work, extended leave etc.)</i></p> <p>ii. <i>Any matter that may impact on the Participant's ability to complete the IAGDP.</i></p> <p>iii. <i>Any matter relevant to the Participant's continued employment with the Employing Agency.</i></p>		
<p>Request for partial reduction of fees for IAGDP Participants withdrawing from the IAGDP</p> <p><i>Note: The Employing Agency is eligible to request a reimbursement if a Participant withdraws from the IAGDP as per clause 4.8.</i></p>		✓

