

Lived Experience – Early Career Program Evaluation

Proposal for delivering the evaluation of
Lived Experience Early Career Programs
November 2025

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Compass Lead

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1. Purpose

This document is provided to assist organisations in preparing and lodging submissions to deliver a formal evaluation of a suite of Lived Experience Early Career Programs funded by the Victorian Government. Mind Australia is seeking a suitably qualified and experienced organisation to evaluate the Peer Cadet Program and the Pilot Student Placement Program and provide two distinct evaluation reports, each tailored to its program's audience and context.

1.1 Timetable

Key timelines for this proposal are indicated below. These dates are advised as a guide only to projected timelines. Mind Australia will attempt to maintain this schedule but reserves the right to vary all dates.

Call for Submissions advertised/invited	Week beginning 15 th Dec 2025
Information/briefing session for interested service providers	Week beginning 5 th Jan 2026
Closing date for requests for further information	16 th Jan 2026
Closing date and time for submissions	23 rd Jan 2026, 5:00pm
Shortlisting completed by	by 6 th Feb 2026
Interviews conducted by	20 th Feb 2026 (if necessary)
All service providers to be advised of outcome	27 th Feb 2026
Service commencement by	9 th March 2026

2. Organisation and Program

Organisation name

Mind Australia Limited

Organisation address

Building 8, Level 3, 584 Swan Street, Burnley VIC 3121

Mind has been supporting people experiencing mental health and wellbeing challenges to find help, hope and purpose in their lives for more than 45 years. We are one of the largest providers of community managed psychosocial services in Australia and are at the forefront of development and innovation regarding the role of lived and living experience (LLE) in shaping, delivering, and leading these services.

2.1 Program

Mind Australia's Lived Experience Career Compass provides oversight and coordination for three lived and living experience (LLE) early career programs funded by the Victorian Government.

This suite of programs is designed to make it easier for people who have experienced mental health challenges, personally or as a family member or carer, to enter and build a career in the Lived and Living Experience Workforce (LLEW) in Victoria.

The Lived Experience Career Compass offers early career workers exciting opportunities to work in interprofessional teams within the mental health workforce and be part of mental health reform in Victoria.

Hosted by Mind Australia, the Lived Experience Career Compass serves as the central point of contact and support for program participants and the organisations that employ them. Mind is a sector leader in building, supporting, and delivering a truly lived experience-led workforce.

The Victorian Department of Health has invested in early career programs for the Lived and Living Experience Workforce (LLEW), including:

Peer Cadet Program

Certificate IV in Mental Health Peer Work students receive paid work experience at non-government community mental health services in part-time Lived and Living Experience roles. Cadets receive training, discipline specific supervision, and reflective practice as part of their placement. The nine host organisations include: Mind Australia, Neami National, Each, Uniting Victoria Tasmania, cohealth, Wellways, Ballarat Community Health, Eating Disorders Victoria and ermha365. Each community mental health service employs a program lead and 3-4 cadets annually. The Peer Cadet Program is in its fourth year of rollout.

Pilot Student Placement Program

This initiative provides new work placement opportunities for Certificate IV in Mental Health Peer Work students, enabling more people to graduate and start their career in the Lived and Living Experience Workforce. Students can access placements with the support of the Registered Training Organisation (RTO) they are studying with. The five host organisations are: Eastern Health, NEAMI National, Orygen, Wellways, Uniting Victoria Tasmania.

This is a two-year initiative that commenced in August 2025. It is estimated that 150 students will complete their placement with the Pilot Student Placement Program in its first year.

Out of Scope: Mental Health and Wellbeing Locals Graduate and Early Career Program

The Mental Health and Wellbeing Locals Graduate and Early Career Program fully funds Lived and Living Experience early career roles in Victoria's Mental Health and Wellbeing Locals for a 12-month period. Lived and Living Experience Early Career Workers are required to have completed a Certificate IV in Mental Health Peer Work to be eligible for the Program. This program fosters skill development for new lived and living experience workers during the first year of their employment. Mind Australia provides statewide support for the Lived and Living Experience component of the Program and early career workers are provided with discipline specific supervision.

The program initiated in February 2025 with the first cohort concluding early 2026. This comprised 4 Local Services with 8 FTE LLE Early Career Workers and 1.6 FTE educators/supervisors. Intake 2 is set to commence in February 2026 and will include 10 Local Services with 20 FTE LLE Early Career Workers and 4 FTE educators/supervisors.

3. Project scope

3.1 Project Background

To support continuous improvement and learning from the LLE early career programs, Mind Australia is seeking to engage an independent evaluator with appropriate LLE expertise and LLE research expertise to evaluate the Peer Cadet Program and the Pilot Student Placement Program. While the evaluation approach may be integrated across both programs, the provider must deliver two distinct evaluation reports, each tailored to its program's audience and context.

Mind's role includes designing specifications in collaboration with the Department of Health, engaging, and managing the contract with the selected provider, and convening relevant stakeholders to inform the evaluation approach. Oversight and leadership from Mind will be led by lived and living experience research and workforce expertise.

The Mental Health and Wellbeing Locals Graduate and Early Career Program is being evaluated separately and is outside the scope of this project. However, collaboration between evaluators across all LLEW early career programs will be important to ensure alignment of evaluation questions and enable meaningful comparison.

Additionally, a further early career program, Earn and Learn, which is not focused on the LLE workforce, has also been evaluated. Collaboration with that evaluation project may be required where similarities exist across programs.

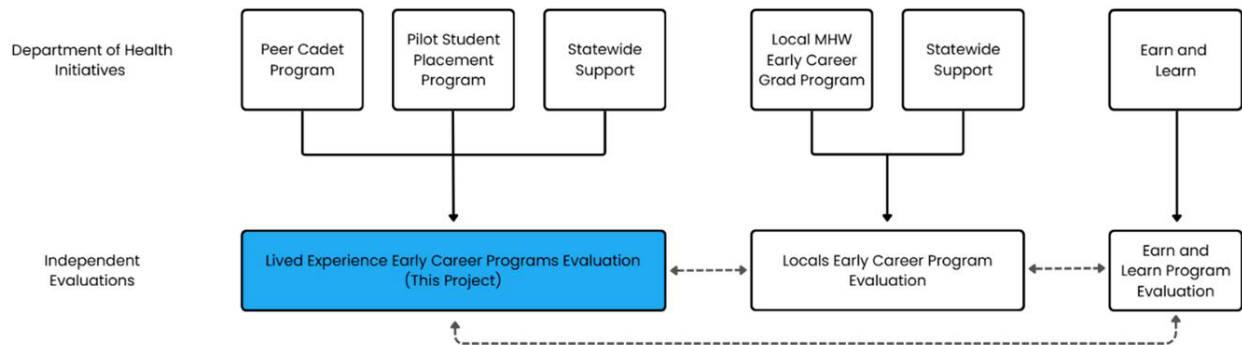


Diagram 1. The relationship between initiatives and evaluation projects

3.2 Key stakeholders

Key stakeholders across the two programs include:

- Victorian Department of Health
- Victorian Collaborative Centre for Mental Health & Wellbeing
- Mental Health & Wellbeing Services
- Registered Training Organisations delivering Certificate IV Mental Health – Peer Work
- Community Mental Health Organisations
- Students undertaking the Certificate IV Mental Health – Peer Work
- Peer Cadets
- LLE Workforce
- Mental Health Workforce
- Peer Cadet host organisations
- Pilot Student Placement Program host organisations

Stakeholders may differ across the two initiatives; the successful applicant must propose an engagement approach that reflects each program’s delivery model and participant group.

3.3 Requirements

Each evaluation report should be structured with the following sections:

- Executive summary (suggested no more than three pages)
- Introduction and context
- Methodology, design, and data
- Key findings
- Key conclusions
- Recommendations

Evaluation reports should be fit-for-purpose relative to the scale of the program.

The successful applicant will be required to write each evaluation report aligned with the following measures:

1. Effectiveness: What is the evidence of the program's progress toward its stated objectives and expected outcomes? This includes alignment between the programs, its output, Departmental objectives and Government priorities.
2. Evaluation of the efficiency in the delivery of the programs. This should include:
 - Opportunities realised from cross-service collaboration.
 - Insights into optimal implementation and functionality of statewide coordinator role.

3.4 Initiative-Specific Requirements

The successful applicant will deliver initiative-specific analysis for each program in its own evaluation report. The following outlines the aims, deliverables and metrics for each initiative.

Peer Cadet Program (PCP)

The Peer Cadet Program responds to the Royal Commission's recommendation to increase the number of entry points into the lived experience workforce.

Aims:

- Creating a supportive and structured environment for applied learning and consolidation of skills
- Providing opportunities for people with lived experience to enter paid employment while undertaking relevant study
- Complementing formal vocational education such as the *Certificate IV in Mental Health Peer Work*
- Increasing the pipeline of lived experience workers and provide a means to grow the workforces.

Deliverables:

- Detailed methodology, design, and data collection approach
- Program specific findings and analysis.
- Key conclusions and recommendations.

Metrics:

- Number of cadets who:
 - commenced the program for each year.
 - withdrew from the program (with reasoning)
 - completed the program.

- Employment outcomes for cadets who completed the program.
- Barriers and enablers experienced by host organisations in implementing the program.
- Training, development, and supports provided and required for:
 - Cadets
 - Program leads
 - Peer mentors
- Impact of the initiative on:
 - Individual cadet experience
 - Job readiness
 - LLE leadership within partnering organisations
 - Broader service leadership and workforce culture (inclusion, growth of LLEW)
- Recommendations to enhance cadet experience and learning outcomes

Pilot Student Placement Program (PSP)

Aims:

- Provide opportunities for student placements for people studying the Certificate IV in Mental Health Peer Work
- Increase the number of students completing the Certificate IV in Mental Health Peer Work
- Provide a positive learning experience for students by ensuring they are provided with a safe and supported learning environment to build their peer work skills
- Ensure that students can access appropriate levels of supervision and opportunities to reflect on their practice
- Create career progression pathways for experienced lived experience workers by employing senior roles and building student supervision capability
- Support attraction and retention by exposing early career mental health workers to a range of practice settings
- Inform options for consideration of further investment in placement programs for LLEWs.

Deliverables:

- Detailed methodology, design, and data collection approach
- Program specific findings and analysis
- Key conclusions and recommendations

Metrics:

- Number of students who:
 - applied for the program
 - secured a placement
 - completed placement
- Placement outcomes and transition-to-employment outcomes
- Impact on Certificate IV completion rates
- Barriers and enablers for RTOs and placement providers in implementing the program
- Training, development, and supports provided and required for:

- students
- placement provider leads
- peer mentors
- Evidence of LLEW fidelity of practice and conditions required to maintain fidelity (across both RTOs and placement providers)

3.5 Key activities:

There are three key activities for the evaluation. These activities must be completed for each program resulting in separate deliverables.

Activity 1 – Planning

Deliverables:

- Program logic and evaluation plan, including communication and engagement strategy, covering:
 - Evaluation phases
 - Ethics considerations
 - Key participants
 - Report on expectations
 - Methodology
 - Timelines
 - Quantitative and qualitative data approaches

Activity 2 – Evidence gathering and analysis

Deliverables:

- Conduct research in line with the evaluation plan and program logic
- Regular progress reporting (including risks) through meetings and summary reports
- Engagement with key stakeholders and partners, including delivery partners, RTOs, and Department of Health
- Connection with Mental Health Victoria/Alfred Health statewide coordinators for the Locals Graduate Program to ensure consistency and synergy of evaluation approaches where appropriate

Activity 3 – Evaluation Reporting

Deliverables:

- Interim written report (covering progress, emerging findings and any risks)
- Final written evaluation report of findings

- Presentation of findings
- PowerPoint presentation deck

Reporting Requirements:

1. Regular progress reporting for each program – every six weeks (meetings and summary report), including engagement with Department of Health and relevant Advisory Groups
2. Interim evaluation reports for each program - Month 9
3. Final evaluation reports of findings and presentation deck for each program - Month 12
4. Financial Acquittal

3.6 Key deliverables

Deliverables 1,2,3 are classified as threshold deliverables. For the project to proceed these need to be met and approved by the funder.

Deliverable	Timing
1. Deliver a high-level project plan meeting the following processes and requirements: <ol style="list-style-type: none"> i. Convene initial briefing with relevant stakeholders to discuss scope of project ii. Stand up project governance iii. Develop a high-level project plan based upon briefing information and tender requirements iv. Testing of high-level project pan with project governance group v. Submitting to Steering Group for final approval. 	Initially
2. Project plan implementation <ol style="list-style-type: none"> i. Begin process of consulting with relevant stakeholders engaged in process. 	Initially
3. High-level evaluation plan including communication and engagement strategy.	By 1 st month
4. Evaluation Framework and Program Logic	By 2 nd month

5. Conduct research following evaluation framework and program logic	Months 3 - 9
6. Regular progress reporting (including risks) and Summary Reports	6-weekly - ongoing
7. Attendance at LECC Evaluation Steering Committee meetings	Ongoing
8. Engagement with key stakeholders and partners including delivery partners, RTO's, Department of Health and VCCMHW.	Ongoing
9. Liaison with the Department of Health regarding the Locals Early Career Program to ensure consistency and synergy of evaluation approaches.	Ongoing
10. Interim written reports for each program	Month 9
11. Final written reports of findings and presentation for each program	Month 12
12. Itemised financial acquittal	Within 4 weeks of completion of project.

4. Funding and costs

Funding is available for completion of the project for the period of 12 months from the commencement date.

The final funding may be negotiated with the successful service provider.

The detailed budget in Section 4 of Attachment 1: Submission Template must indicate if any cost items include GST, where GST is applicable to the delivery of the funded services.

5. Insurance

Providers engaged by Mind Australia must obtain and maintain their own appropriate insurance coverage that includes public liability and Professional indemnity insurances.

6. Performance monitoring and liaison

Service performance will be monitored by the Lived Experience Career Compass team and be

undertaken in collaboration with the successful provider. Service requirements will be monitored via performance indicators and analysed to address any issues affecting performance.

The provider is responsible for using funding as outlined in the Independent Contractor Agreement and must adhere to expenditure, data collection, and reporting requirements.

The provider will be required to:

- Attend the LECC Evaluation Steering Committee meeting
- Attend 6-weekly Progress meetings
- Provide 6-weekly progress reports for each program

7. Evaluation of submissions

The successful provider will bring experience and expertise relevant to the project scope and a demonstrated capacity to successfully undertake the project. Evaluation criteria will be used to evaluate all submissions and determine the successful service provider. Submissions need to address all the elements within the criteria. All providers will be evaluated against the evaluation criteria specified below.

7.1 Eligibility criteria

Service providers must fully address the eligibility criteria as specified in the submission template found in attachment 1. **Please do not deliver an evaluation framework as part of your submission.**

7.2 Evaluation Criteria

The following criteria will be used for the evaluation of submissions and determination of the successful provider:

Evaluation criteria	Criteria Weighting
<p>1. Commitment to Lived Experience:</p> <p>The evaluator demonstrates an understanding of and commitment to consumer leadership by evidencing a minimum of 51% consumer lived experience in the project's resourcing, structures and processes.</p> <p>Responses should include but are not limited to:</p>	<p>Not scored, not weighted</p> <p>Pass or fail</p> <p>Submissions that fail to pass this threshold criterion will not be further evaluated by the selection panel</p>

<ul style="list-style-type: none"> • Designated or declared lived experience across different levels of the project team, from research assistants to evaluators to principals • Representation of lived and living experience perspectives in advisory structures in the project • Representation of lived and living experience in the decision-making structures and processes of the project. 	
2. The provider demonstrates an understanding of the requirements of this project and an effective methodology to meeting the requirements and deliverables of the project.	20%
3. The provider demonstrates relevant experience and expertise in conducting LLE mental health sector research and program evaluation.	25%
4. The provider demonstrates experience, expertise and in depth understanding of the lived and living experience workforce, consumer lived experience and family & carer lived experience discipline.	30%
5. The provider has experience and expertise with co-design and collaborating with people most impacted and other key stakeholders.	10%
6. The provider demonstrates that appropriately qualified and skilled staff will be available for the duration of the project. Staff engaged in the project will work from a lived experience perspective and demonstrate an understanding of Lived Experience Peer Work Frameworks, including National Guidelines and Supervision Frameworks.	15%
7. The provider is available to undertake the project within the specified timelines with adequate resources and capacity.	Hurdle Requirement

7.3 Evaluation process

Submissions will be initially scored against the following scale:

Evaluation	Score
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Exceeds all aspects of the selection/evaluation criterion	4
Exceeds some aspects of selection/evaluation criterion (and meets all other aspects of the selection/evaluation criterion)	3
Meets the selection/evaluation criterion	2
Fails some aspects of the selection criterion	1
Fails all aspects of the selection criterion	0

Submissions will be evaluated against the indicated criteria. An initial evaluation may be used to short-list submissions. Following short-listing, one or more service providers may be approached to meet with the evaluation panel to provide clarification or further information. All provider’s will be advised of the final outcome of the submission process.

7.4 General conditions

Submission

Providers are required to use the submission template when preparing their submissions, which can be found in Attachment 1.

Statement of departures

Providers must state in their submissions that they have not proposed any changes or departures from this document.

By making a submission in response to this document, providers are deemed to have accepted these conditions.

Legal entity

To enter into a contract, an organisation must be a legal entity established under either an Act of Parliament or another relevant legislative framework.

Organisations are required to maintain their legal status and advise Mind Australia within five business days should their status change.

In some circumstances, Mind Australia may also fund individuals (known legally as a ‘natural person’). An individual must be a person at least 18 years of age, must have the mental capacity to understand the contract, must not be under any court order and must not be a bankrupt.

Copies of documentation demonstrating an organisation’s legal registration may be required, typically this would be in the form of an incorporation certificate or company registration certificate. For natural person arrangements, Mind Australia may require a copy of a driver’s

licence or passport details and confirmation of the service address. An ABN is required for payment and GST purposes.

Lodgement of submissions

CLOSING TIME: Submissions must be lodged by 5:00pm Australian Eastern Daylight-Saving Time (AEDT), on the 23rd of January as specified in 1.1 Timeline.

Providers must lodge their entire submission electronically via the email address lecc@mindaustralia.org.au with the subject title: Submission for running the evaluation of Lived Experience Early Career Programs, by the closing time.

Late, facsimiled or incomplete submissions will not be accepted.

Submissions must be signed and dated by an authorised officer of the provider.

Requests for further information

Clarification of submission process

Providers may contact Lisa Williams via email on lisa.williams@mindaustralia.org.au to clarify aspects of this document, the selection criteria and submission process.

No further questions will be accepted from providers after 16th January 2026 as specified in 1.1 Timeline.

Verbal explanations or instructions given prior to acceptance of a submission shall not bind the organisation.

Additional information required by Mind Australia

If further information beyond the submission is needed during the review by Mind Australia, written details or interviews may be requested.

The contact name and telephone number of someone who can clarify aspects of the submission must be provided.

Reservations

Withdrawal from process

Mind Australia may withdraw from the submission process at any time before finalising an agreement with a provider.

Negotiation

Mind Australia may negotiate with shortlisted providers after the submission deadline.

Conflicts of interest

Providers must disclose to Mind Australia any matter that could, or may be seen to, create a conflict of interest in their submission or services. Where relevant, they must also outline a strategy to prevent such conflicts.

Confidentiality

Ownership of submissions

All submissions and any accompanying documents become the property of the Mind Australia.

Ownership of information

Information, reports, or data from Mind Australia and the Department of Health remain under their ownership. Providers must obtain written approval from Mind Australia before using this information beyond preparing submissions or performing the project. All such information must be securely destroyed after the submission process or upon completion of the project.

Independent Contractor Agreement

The successful provider will be engaged under the attached Independent Contractor Agreement.

Attachment 1: Submission Template

Submission for delivery of evaluation of Lived Experience Early Career Programs.

Instructions for completion

This submission template should be used when writing the submission for running the evaluation of Lived Experience Early Career Programs.

All parts of the submission should be completed, and the submission lodged before the closing date and time for submissions.

Any additional supporting information should be attached to the completed submission and clearly referenced.

The submission must be signed by an authorised officer of the provider.

CLOSING TIME: Submissions must be lodged by 5:00pm Australian Eastern Daylight-Saving Time (AEDT), on the 23rd of January as specified in 1.1 Timeline.

Providers must lodge their entire submission electronically via the email address lecc@mindaustralia.org.au with the subject title: Submission for running the evaluation of Lived Experience Early Career Programs, by the closing time.

1. Service provider details

1.1	Full legal name	
	Trading name	
	Entity status (for example, partnership, company)	
	ACN number	
	Registration for GST	Yes / No
	Australian Business Number (ABN)	

	If not applicable, attach evidence that the supply is not assessable for income tax purposes	
	Place of incorporation e.g. Victoria	
	Postal address	
	Principal office in Victoria	
	Contact person	
	Position/title	
	Telephone number	
	Mobile number	
	E-mail address	

Eligibility criteria:

1.4	Is your organisation an entity with which the department is able to enter into a Independent Contractor Agreement?	Yes / No
	Does your organisation agree to enter into an Independent Contractor Agreement with the Mind Australia? A copy of the Independent Contractor Agreement terms and conditions can be found in attachment 2	Yes / No
	Does your organisation have the capacity to accept electronic funds transfer as a facility for payments?	Yes / No
	Does your organisation agree to meet monitoring and reporting requirements?	Yes / No
	Does your organisation agree to Mind Australia's procedures for incident reporting?	Yes / No
	Provide satisfactory financial, technical, planning and other resource capability and viability requirements (for example, evidence may include your annual report)	Please provide details:

2. Overview of proposal

Provide an overview of your proposal (1000 words). This is a plain language summary of the proposed research plan and approach, and an outline of how this proposal will meet the criteria.

3. Information addressing the evaluation criteria

Provide your responses against each of the evaluation criteria in 7.1. Please remain in the word limit which is a maximum of 1500 words per criterion.

Criterion 1

Your response to this criterion:

Criterion 2

Your response to this criterion:

Criterion 3

Your response to this criterion:

Criterion 4

Your response to this criterion:

Criterion 5

Your response to this criterion:

Criterion 6

Your response to this criterion:

4. Budget

Proposed staff cost (add more rows if necessary)

Staff	Role Title	Annual Salary	FTE	On Costs	\$ Total Amount
Staff #1		\$			\$
Staff #2		\$			\$
Staff #3		\$			\$

Staff	Role Title	Annual Salary	FTE	On Costs	\$ Total Amount
Total staff cost		\$			\$

All costs

Item	GST exclusive amount	GST amount (if applicable)	GST inclusive amount (if applicable)	Comments
Staff (use the figure from the table above)	\$	\$	\$	
Governance & Management costs	\$	\$	\$	
Information Technology Expenses (Software Licenses, hardware etc)	\$	\$	\$	
Travel Expenses	\$	\$	\$	
Administrative costs	\$	\$	\$	
Operating cost	\$	\$	\$	
Total cost	\$	\$	\$	

5. Qualifications and experience of key staff

Name	
Title/office held	
Qualifications	
Previous experience	
Role and functions to be performed	

(Repeat as required)

6. References

All providers are required to provide referees. Mind Australia may also utilise referees from Mind Australia who have worked with the organisation.

Referee #1

Organisation name	
Postal address	
Street address	
Contact person	
Position/title	
Telephone number	
Nature of work performed	

Referee #2

Organisation name	
Postal address	
Street address	
Contact person	
Position/title	
Telephone number	
Nature of work performed	

7. Insurances

Providers are to complete the following table to confirm their insurance status in regard to the specified project. Providers to children must have insurance in relation to Betrayal of Trust and must have signed up for the Redress Scheme if they have been named.

Insurance cover	Provider	Policy number	Expiry date	Limit of liability
Public liability				
Professional indemnity				

Insurance cover	Provider	Policy number	Expiry date	Limit of liability
Others as relevant				

Provide a summary of relevant exclusions to the above and their potential impact on this Project:

Relevant exclusions	
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8. Conflicts of interest

Providers must declare to Mind Australia any matter or issue that is, or may be perceived as, a conflict of interest related to their submission or participation in the project. Where relevant, they must also outline a strategy to prevent such conflicts.

Conflicts of interest:	
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9. Acceptance of terms and conditions

Providers must sign below to confirm their understanding and acceptance of each part of this document, including the attached Independent Contractor Agreement. Where a part of this document is not understood or accepted, service providers must attach a tabulated 'Statement of departures' with an explanation of why that part is not accepted.

Acceptance of conditions

Part	Acceptance	Statement of departures and reasons
Service information and requirements	Yes / No	
Specifications and evaluation	Yes / No	
Submission	Yes / No	
Independent Contractor Agreement	Yes / No	

Endorsement

The submission must be signed by an authorised person.

Signature of authorised officer	
Name of authorised officer	
Title/office held	
Date	

Attachment 2: Independent contractor agreement



Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

Date / /

Independent Contractor Agreement

Mind Australia Limited
ACN 005 063 589

and

The parties specified in Schedule 1

Interstate office
Sydney
Affiliated offices around the world through the
Advoc Asia network - www.advocasia.com

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Independent Contractor Agreement

Dated / /

Parties

Name	Mind Australia Limited ACN 005 063 589
Address	Building 8, Level 3/584 Swan St, Burnley VIC 3121
Facsimile	03 9455 7999
Short name	Mind

The Contractor and the Nominated Person(s) specified in Schedule 1

Background

- A. Mind supports people with mental illness in their recovery, to help them live well in the community, with or without symptoms.
- B. The Contractor has:
 - B.1 represented to Mind that it has the requisite skill and experience to provide the Services to Mind; and
 - B.2 offered to provide the Services to Mind.
- C. Mind and the Contractor have agreed that the Contractor will provide the Services to Mind through the Nominated Person(s) on the terms set out in this Agreement.
- D. The Nominated Person(s) has/have agreed to guarantee the performance of the Services by the Contractor in accordance with clause 3.4 of this Agreement.

The Parties Agree

1. Definitions

In this Agreement, unless the context otherwise requires:

Agreement means this Independent Contractor Agreement.

Agreement Intellectual Property has the meaning given to that term in clause 17.1.1.

Approved Expenses means the expenses specified in Item 8 of Schedule 1.

Australian Privacy Principles has the meaning given in the Privacy Act.

Business Day means Monday to Friday excluding public holidays in Victoria.

Client means a customer, client or patient of Mind.

Confidential Information means all information regarding the business interests, operations or affairs of Mind or a Related Body Corporate of Mind or of any person or entity with which Mind may deal or be concerned and includes, without limitation:

- (a) product, service, price, financial, budgetary, marketing, research and business plan and strategy information;
- (b) client, supplier and distributor lists and information;
- (c) the terms of any contract, agreement or business arrangement with any third party; and
- (d) trade secrets, licences, know-how, Intellectual Property and related information,

which is not in the public domain (other than due to a breach by the Contractor of the terms of this Agreement or other obligation of confidence).

Confidentiality Undertaking means an undertaking in the form set out in Schedule 4.

Contractor means the party named in Item 1 of Schedule 1.

Contractor's Rate means the rate specified in Item 11 of Schedule 1.

Contractor's Resources means the resources and services in Item 10 of Schedule 1.

End Date means the date specified in Item 6 of Schedule 1.

Fee means the fee specified in Item 7 of Schedule 1.

Health Information has the meaning given in the Health Records Act.

Health Privacy Principles means the health privacy principles set out in the Health Records Act.

Health Records Act means the *Health Records Act 2001 (Vic)*.

Insurances means the insurance policies specified in Item 16 of Schedule 1.

Intellectual Property means all and any patents, patent applications, trade marks, service marks, trade names, domain names, registered designs, unregistered design rights, copyrights, know how, trade secrets and rights in confidential information, URLs and all and any other intellectual property rights, whether registered or unregistered, and including all applications and rights to apply for any of the same.

Law includes:

- (a) any law, statute, regulation, ordinance, by-law, order or proclamation, and the common law; and
- (b) any authorisation, ruling, judgment, order, decree or other requirement of any governmental authority.

Liaison Officer means the person specified in Item 13 of Schedule 1 or such other person as Mind notifies to the Contractor from time to time.

Mind means Mind Australia Limited ACN 005 063 589.

Mind Resources means the resources and services specified in in Item 9 of Schedule 1.

Moral Rights Consent means a consent in the form of Schedule 3.

NDIS Worker Screening Clearance means a clearance issued by the Victorian Department of Justice and Community Safety, or if the Services are being provided in a State or Territory other than Victoria, the equivalent government authority in that State or Territory, as required by law for workers who work with, or in connection with, persons with a disability.

Nominated Person(s) means the person(s) named in Item 3 of Schedule 1 or such other person(s) agreed to by Mind from time to time.

Notice Period means the period specified in Item 12 of Schedule 1.

Performance Indicators means the performance indicators specified in Item 17 in Schedule 1.

Personal Information has the meaning given in the Privacy Act.

Pre-Existing Intellectual Property has the meaning given to that term in clause 17.1.3.

Privacy Act means the *Privacy Act 1988* (Cth).

Privacy Law means the Privacy Act, the Health Records Act and any other law which relates to the privacy, confidentiality or use of any information about individuals and with which Mind or the Contractor must comply, the Australian Privacy Principles and any applicable code of practice.

Required Reports means the reports specified in Item 14 of Schedule 1.

Reporting Dates means the dates specified in Item 15 of Schedule 1.

Related Body Corporate has the meaning given to it in the *Corporations Act 2001*.

Services means the services described in Schedule 2.

Start Date means the date specified in Item 5 of Schedule 1.

Tax Invoice has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Term means the term of this Agreement in accordance with clause 2.1.

Works means all programs, programming, literary, dramatic, musical and artistic work within the meaning of the *Copyright Act 1968* (Cth).

Working with Children Check means the mandatory minimum checking standard as required by law for persons who work with, or in connection with, children.

2. Term of Agreement

- 2.1 The Agreement commences on the date it is executed by all of the parties and ends on the End Date unless terminated earlier in accordance with clause 14 (**Term**).
- 2.2 Mind engages the Contractor to provide the Services during the Term.
- 2.3 If the engagement of the Contractor continues after the Term and the parties have not agreed in writing to the terms that will apply for any further period of engagement, then the terms of this Agreement will continue to apply.

3. Provision of Services

3.1 Responsibilities of Contractor

- 3.1.1 During the Term, from the Start Date, the Contractor will provide the Services to Mind.
- 3.1.2 The Contractor must ensure that it and each Nominated Person:
- (a) carry out the Services in a professional manner, to the reasonable satisfaction of Mind and within any reasonable timeframes required by Mind;
 - (b) carry out the Services consistent with good commercial practice and to a high standard associated with the type of services to be provided;
 - (c) carry out the Services in accordance with all Performance Indicators;
 - (d) exercise good faith in all transactions related to Mind;
 - (e) provide Mind with a full, honest and accurate account of all transactions undertaken in providing the Services upon request by Mind;
 - (f) comply with all legislation or other regulatory requirements applying to matters within the scope of the Services;
 - (g) take all steps necessary to avoid a conflict of interests between:
 - (i) the Contractor and Mind; and
 - (ii) the Contractor and any Client of Mind; and
 - (h) comply with all relevant requirements of Mind.

- 3.1.3 The Contractor must provide the Services without cost to any relevant Client unless otherwise agreed in writing between the Contractor and Mind.
- 3.1.4 Before the Start Date and promptly after receiving a request from Mind, the Contractor must give to Mind:
- (a) evidence of the currency of the Insurances;
 - (b) in respect of each person engaged by the Contractor to perform the Services, including each Nominated Person:
 - (i) a Working with Children Check; and
 - (ii) an NDIS Worker Screening Clearance.

3.2 Requirements with respect to vaccinations (including for COVID-19)

The Contractor must require each person engaged by the Contractor to perform the Services, including each Nominated Person to, before the Start Date and before each such person attends any premises of Mind or any premises of any employee, contractor or client of Mind, provide evidence to Mind's satisfaction that the person has:

- 3.2.1 received all required doses of an approved vaccines in accordance with public health orders (or as otherwise required by Law); and
- 3.2.2 all other vaccinations or inoculations with respect to infectious diseases as required by any policy from time to time of:
 - (a) Mind; and
 - (b) any relevant third party where the policy applies to Contractor's employees.

3.3 Warranties in respect of Nominated Person(s)

The Contractor warrants that all Nominated Persons:

- 3.3.1 are competent to carry out the Services;
- 3.3.2 have the necessary skills, knowledge, experience, qualifications and licences the relevant Nominated Person is represented as having and to carry out the Services;
- 3.3.3 have received all vaccinations required by clause 3.2;
- 3.3.4 have current and operative NDIS Worker Screening Clearances; and
- 3.3.5 will personally perform the Services.

3.4 Guarantee of the Nominated Person(s)

- 3.4.1 If Item 18 of Schedule 1 is marked 'Yes', this clause 3.4 applies.
- 3.4.2 Each Nominated Person guarantees that the Contractor will:
 - (a) carry out the Services during the Term; and
 - (b) otherwise fulfil all of the Contractor's obligations under this Agreement.

4. Referrals

This clause 4 has been removed.

5. No Exclusivity

5.1 No minimum work

The Contractor agrees that:

5.1.1 Mind is not obliged to provide any minimum amount of work or payment to the Contractor during the Term; and

5.1.2 Mind may engage other individuals or entities to provide equivalent or similar services to the Services to Mind from time to time.

5.2 Conflict of interest

5.2.1 The Contractor may engage in other business activities during the Term provided that such engagement does not conflict with the interests of Mind or the ability of the Contractor to provide the Services to the reasonable satisfaction of Mind.

5.2.2 If there is any risk of a conflict of interest occurring, the Contractor must immediately notify Mind to request its written consent to engage or continue in the business or engagement which is creating the risk of a conflict of interest. If Mind does not consent the Contractor must cease the business or engagement for the Term.

6. Provision of Resources

6.1 Mind to provide

Mind must provide the Mind Resources for use by the Contractor in the provision of the Services.

6.2 Contractor to provide

The Contractor must, at the Contractor's cost, provide the Contractor's Resources and all consumables, equipment, resources and materials necessary for the provision of the Services other than the Mind Resources.

7. Liaison and Reporting

7.1 Mind appoints the Liaison Officer as the primary liaison officer between Mind and the Contractor. The Liaison Officer is authorised to give notices on Mind's behalf.

7.2 During the Term the Contractor must:

7.2.1 liaise with the Liaison Officer regarding the performance of the Services;

7.2.2 provide the Required Reports to the Liaison Officer on the Reporting Dates;

- 7.2.3 attend meetings with, or provide briefings to, the Liaison Officer as required from time to time; and
- 7.2.4 promptly comply with any request or direction given by the Liaison Officer regarding the performance of the Services.

8. Fee for Services

- 8.1 Upon satisfactory provision of the Services, Mind will pay to the Contractor the Fee within 28 days of receiving a Tax Invoice for the Fee.
- 8.2 The Contractor will render Tax Invoices to Mind on a monthly basis.
- 8.3 In addition to the Fee, Mind will reimburse the Contractor for the Approved Expenses included in the Contractor's Tax Invoice.
- 8.4 Mind may require the Contractor to produce evidence of its incurring the Approved Expenses for which reimbursement is claimed under clause 8.3. Where such request is made, Mind must only pay those claimed Approved Expenses upon the production of satisfactory evidence of their being incurred. A Tax Invoice is deemed to be satisfactory evidence.
- 8.5 Where Item 7 of Schedule 1 provides that the Contractor is entitled to the payment of Fees upon the achievement or completion of a milestone or upon delivery or completion of one or more deliverables, Mind is not required to make payment in respect of that component of the Fee, in part or in full, until Mind is satisfied (acting reasonably) that the relevant milestone or delivery has been provided in accordance with the requirements of this Agreement.
- 8.6 If Mind disputes an invoiced amount, it will pay the undisputed amount (if any) and notify the Contractor of the amount Mind believes is due for payment. The parties must endeavour to resolve any such dispute in accordance with clause 23.
- 8.7 Mind may deduct any moneys due from the Contractor under this Agreement from any amount that Mind is required to pay to the Contractor under this Agreement.
- 8.8 Payment of an invoice is not taken as evidence that the Services have been supplied in accordance with this Agreement but must be taken only as payment on account.

9. Goods and Services Tax (GST)

- 9.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning as their definition in that Act.
- 9.2 Except as otherwise expressly provided, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 9.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 9.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 9.4 The supplier must provide a Tax Invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 9.3.

10. Variation of Services

- 10.1 If Mind wishes to vary the Services, it may provide the proposed variations to the Contractor.
- 10.2 If:
- 10.2.1 Mind proposes a variation under clause 10.1; or
- 10.2.2 the Contractor wishes to vary the Services,
- the Contractor must provide to Mind a detailed description of the changes proposed, including any variations to the Fee (**Change Order**). The draft Change Order must include, to the extent requested by Mind:
- 10.2.3 a detailed description of:
- (a) the benefits to Mind arising from the proposed change; and
- (b) the risks to Mind should it decide against effecting the proposed change; and
- 10.2.4 any material impacts that the proposed change may have on the specifications for the Services or any deliverables, scheduling, the achievement of milestone dates and Contractor and Mind resourcing.
- 10.3 If Mind has proposed a variation under clause 10.1, the Contractor must provide a draft Change Order within 10 Business Days of receiving the variation proposal.
- 10.4 Any resulting variation in the Fee must not exceed an amount that represents the reasonable additional cost (if any) associated with the relevant change (taking into account any reduction in costs that will result from implementing the change) and must be based on the Contractor's Rate.
- 10.5 Mind will accept or reject the draft Change Order, or withdraw the proposed variation (if applicable) as soon as reasonably practicable.
- 10.6 Any variations that are accepted pursuant to this clause 10 will be effective from the date on which Mind notifies the Contractor that the Change Order has been accepted, and the Change Order will be incorporated into this Agreement.
- 10.7 If a proposed variation is not accepted by Mind pursuant to this clause 10, each party must continue to perform its obligations under this Agreement in accordance with its terms, which will continue to apply unchanged.

11. Insurance and Other Taxes

- 11.1 The Contractor must obtain and maintain all insurances to adequately cover itself and the each Nominated Person in the performance of the Services including, but not limited to, the Insurances.
- 11.2 The Contractor acknowledges and agrees that:
- 11.2.1 the Contractor alone is responsible and liable for making any payments in respect of income tax, superannuation, workers' compensation insurance, payroll or any other taxes or similar payments in relation to each Nominated Person;

- 11.2.2 under no circumstances will Mind be required to make the payments referred to in 11.2.1;
 - 11.2.3 the Contractor will indemnify Mind and keep Mind indemnified for all payments referred to in 11.2.1; and
 - 11.2.4 if required by law to make any payments referred to in 11.2.1, Mind may deduct the amount of any such payments from the Fee or any amounts owing to the Contractor from time to time.
- 11.3 If required by Mind, the Contractor must provide Mind with copies of insurance policies and certificates of currency of insurance.

12. Warranties

The Contractor warrants that:

- 12.1 it has the legal right and power to enter into this Agreement and perform its obligations under this Agreement;
- 12.2 the execution, delivery and performance of this Agreement has been duly and validly authorised by all necessary action on its part;
- 12.3 the Agreement is a valid and binding agreement on it and enforceable in accordance with its terms;
- 12.4 it has the right to perform the Services and grant all licences granted by the Contractor under this Agreement;
- 12.5 any deliverables provided by the Contractor under this Agreement will be fit for the purpose stated in this Agreement (or, if there is no purpose stated, the purpose for which such deliverables would ordinarily be used);
- 12.6 any deliverables provided by the Contractor under this Agreement will not infringe the rights of any third party (including rights in relation to Intellectual Property); and
- 12.7 it will comply with all applicable laws and standards in the performance of the Services.

13. Indemnity

- 13.1 The Contractor is responsible for and must indemnify Mind and keep Mind indemnified against any loss, damage or injury incurred (directly or indirectly) as a consequence of, or in connection with:
 - 13.1.1 the provision of the Services by the Contractor;
 - 13.1.2 the negligent or wrongful act or omission of the Contractor;
 - 13.1.3 a claim by any third party that the Services or any deliverables provided under this Agreement infringe the Intellectual Property rights of that third party;
 - 13.1.4 a breach by the Contractor of this Agreement; or
 - 13.1.5 a breach of a representation or warranty given by the Contractor under this Agreement,

including, without limitation, loss, damage or injury to persons or property caused by the Contractor or any Nominated Person.

- 13.2 The amount of any claims, damages, costs and expenses (including, without limitation, any additional costs associated with rectification of errors, defects or inadequacies in the Services) which may be incurred by Mind in respect of any such loss, damage or injury, may be deducted by Mind from the Fee or any amount owing to the Contractor from time to time.

14. Termination of Agreement

14.1 Termination on notice

Either Mind or the Contractor may terminate this Agreement during the Term by giving the other party written notice no shorter than the Notice Period. In the alternative, Mind may elect to pay the Contractor a sum equivalent to the Fee which would be payable to the Contractor for all or any part of the Notice Period.

14.2 Immediate termination

Mind may terminate this Agreement at any time without notice or payment in lieu of notice if the Contractor or any Nominated Person:

- 14.2.1 is unable for any reason to provide the Services for a period of four consecutive weeks;
- 14.2.2 engages in a serious act of negligence or wilful misconduct in providing or carrying out the Services;
- 14.2.3 is found guilty of a criminal offence which, in the reasonable opinion of Mind, affects the ability of the Contractor or the Nominated Person to provide or carry out the Services or has the potential to damage the reputation of Mind;
- 14.2.4 fails to remedy, to the satisfaction of Mind, any breach of this Agreement (including by not providing the Services to the standard required under clause 3 of this Agreement) that is capable of remedy within 7 days after the date on which Mind issues the Contractor a written notice requiring the Contractor to remedy the breach;
- 14.2.5 breaches any material provision of this Agreement and such breach cannot be remedied; or
- 14.2.6 is declared insolvent or bankrupt.

15. Confidentiality

15.1 The Contractor must:

- 15.1.1 treat all Confidential Information as secret and confidential and as the sole property of Mind;
- 15.1.2 ensure that all Confidential Information in its possession or under its control is stored securely;
- 15.1.3 take all steps necessary to keep all Confidential Information confidential;

- 15.1.4 take all precautions necessary to prevent the accidental disclosure of Confidential Information;
 - 15.1.5 restrict the disclosure of Confidential Information to the Nominated Person(s);
 - 15.1.6 not use Confidential Information for any purpose other than to provide the Services;
 - 15.1.7 not make improper use of:
 - (a) any information or trade secrets of Mind, including the Confidential Information;
 - (b) the position of Mind on any confidential matter; or
 - (c) any other information which may be detrimental to the interests of Mind or any other person who has provided it to Mind on a confidential basis;
 - 15.1.8 immediately notify Mind in writing if any person has disclosed or is suspected by the Contractor of disclosing or intending to disclose any Confidential Information to any other person otherwise than in accordance with this clause; and
 - 15.1.9 if specified in Item 21 of Schedule 1, obtain from each Nominated Person, and any other person performing the Services, a signed Confidentiality Undertaking prior to the relevant person commencing to perform the Services.
 - 15.2 If the Contractor or any Nominated Person is required, or anticipates being required, by law or by a court to disclose Confidential Information, the Contractor or the Nominated Person must immediately notify Mind so that Mind has a reasonable opportunity to oppose disclosure by lawful means.
 - 15.3 The termination or expiry of this Agreement does not affect or derogate from the obligations of the Contractor under this clause.
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16. Privacy

- 16.1 The Contractor agrees to be bound by (and will make sure its personnel, including all Nominated Persons are bound by) the Health Privacy Principles with respect to any act done, or practice engaged in, by it in connection with this Agreement in the same way that Mind would be bound by the Health Privacy Principles in connection with that act or practice had it been directly or engaged in by Mind.
- 16.2 Without limiting clause 16.1 or the Contractor's obligations at law, the Contractor must:
 - 16.2.1 comply with the Privacy Laws as they apply to the Contractor from time to time;
 - 16.2.2 comply with any information handling procedures which Mind from time to time determines are applicable to this Agreement;
 - 16.2.3 co-operate with any reasonable requests or inquiries made by Mind in relation to:
 - (a) the management of Personal Information and Health Information by or on behalf of the Contractor in connection with this Agreement; or
 - (b) any interferences or alleged interferences with an individual's privacy by or on behalf of the Contractor in connection with this Agreement;

- 16.2.4 not do anything with Personal Information or Health Information collected by the Contractor in connection with this Agreement that will cause the Contractor or Mind to breach any Privacy Law and co-operate with Mind to resolve any complaint made under any Privacy Law; and
- 16.2.5 notify Mind in writing of any actual or suspected breach of any Privacy Law relating to any Personal Information or Health Information which Mind collects in connection with this Agreement as soon as is practicable (but within a maximum of 3 Business Days) after becoming aware of any such actual or suspected breach.

17. Intellectual Property

- 17.1 If Item 19 of Schedule 1 is marked 'Yes', this clause 17.1 applies.
 - 17.1.1 The Department of Health (DoH) exclusively owns and is entitled to the exclusive benefit of all Intellectual Property created by the Contractor or the Nominated Persons in connection with the provision of the Services (**Agreement Intellectual Property**).
 - 17.1.2 The Contractor hereby assigns to DoH all right, title and interest in or derived from Agreement Intellectual Property upon creation of the relevant component of Intellectual Property.
 - 17.1.3 The Contractor retains ownership of its Intellectual Property that has been created prior to the commencement of this Agreement (**Pre-Existing Intellectual Property**).
 - 17.1.4 The Contractor grants to DoH a non-exclusive, perpetual, irrevocable, royalty-free, transferable, worldwide licence (including a right of sub-licence) to use, modify, copy, adapt, publish and communicate the Pre-Existing Intellectual Property, for the purpose of DoH obtaining the full benefit of the Services and the Agreement Intellectual Property.
 - 17.1.5 The Contractor must, and must procure that all Nominated Persons, execute all and any documents and do all acts and things necessary to effect the assignment under this clause, including after the termination or expiry of this Agreement.
 - 17.1.6 Before the commencement of this Agreement, the Contractor will procure from each Nominated Person a written undertaking, in the form required by Mind, to assign Intellectual Property and execute documents to effect that assignment to meet the obligations of the Contractor under this clause. The Contractor must provide this undertaking to Mind upon request.
- 17.2 If Item 19 of Schedule 1 is marked 'No', this clause 17.2 applies.
 - 17.2.1 The Contractor retains ownership of all Intellectual Property created by the Contractor or the Nominated Persons in connection with the provision of the Services.
 - 17.2.2 The Contractor grants to Mind a non-exclusive, perpetual, irrevocable, royalty-free, transferable, worldwide licence (including a right of sub-licence) to use, modify, copy, adapt, publish and communicate all Intellectual Property incorporated in the Services or any deliverables provided in accordance with this Agreement, for the purpose of Mind obtaining the full benefit of the Services.

18. Moral Rights

- 18.1 The Contractor acknowledges that under Part IX of the *Copyright Act 1968* (Cth) the Nominated Persons have Moral Rights in any original work of which he or she is the author and in which copyright subsists. These Moral Rights are:
- 18.1.1 the right to attribution of authorship of the work;
 - 18.1.2 the right not to have the work falsely attributed; and
 - 18.1.3 the right to integrity of authorship, that is, not to have the work subjected to derogatory treatment.
- 18.2 The Contractor consents to Mind and DoH doing any act or thing, or omitting to do any act or thing (whether occurring before or after the date of this Agreement), which may otherwise infringe a Moral Right of any Nominated Person under Part IX of the *Copyright Act 1968*. This consent is given in relation to all Works made or to be made by any Nominated Persons in the provision of the Services.
- 18.3 The Contractor acknowledges that this consent has been given:
- 18.3.1 freely and genuinely by the Contractor; and
 - 18.3.2 not as a result of any statement made by or on behalf Mind or DoH inconsistent with the matters set out at clause 18.1 above.
- 18.4 If specified in item 20 of Schedule 1, the Contractor must obtain a signed Moral Rights Consent, which must be freely given, from each Nominated Person or other person performing the Services prior to the relevant person commencing to perform the Services.

19. Return of Property

- 19.1 Upon termination or expiry of this Agreement, or demand by Mind, the Contractor:
- 19.1.1 must return to Mind any property belonging to Mind, or containing any of Mind's Confidential Information, in the Contractor's possession, custody or control, which includes all property of the Contractor held by the Nominated Person(s); and
 - 19.1.2 must not retain copies of any documents (whether in hard copy, electronic or other form) which it is returning.
- 19.2 The Contractor must ensure that each Nominated Person complies with the obligations in this clause.

20. Obligation Not to Solicit

- 20.1 The Contractor must not, without the prior written consent of Mind, directly or indirectly in any capacity whatsoever:
- 20.1.1 solicit, attempt to solicit, or seek to obtain the business of any Client of Mind with whom the Contractor had dealings in the 12 months prior to the termination or expiry of this Agreement;
 - 20.1.2 solicit, attempt to solicit to seek to entice away from Mind any employees of Mind;

during the Term of this Agreement or after the termination or expiry of this Agreement for the Restraint Period in the Restraint Area.

20.2 In this clause Restraint Period means:

20.2.1 12 months;

20.2.2 6 months; or

20.2.3 3 months; or

20.2.4 1 month.

20.3 In this clause Restraint Area means:

20.3.1 the State in which the Services are being performed; or

20.3.2 the capital city of the State in which the Services are being performed (**Capital City**); or

20.3.3 within a 20 km radius of the Capital City.

20.4 Clause 20.2 and 20.3 will have effect as if they were a number of separate clauses, so that each Restraint Period combines with each Restraint Area to form a distinct and separate covenant.

20.5 If any of the distinct and separate covenants are regarded as invalid or unenforceable, they will be severed and their invalidity or unenforceability will not affect the validity or enforceability of any of the other distinct and separate covenants.

21. Notices

21.1 Service of Notice

A party notifying or giving notice under this Agreement must do so by notice in writing delivered to the other party personally or by prepaid post, facsimile or email to the contact details for that other party as set out in this Agreement.

21.2 Time of Service

A notice or other communication is deemed served:

21.2.1 if served personally or left at the person's address, upon service;

21.2.2 if posted within Australia to an Australian address, 6 Business Days after posting and, in any other case, 10 Business Days after posting;

21.2.3 if served by facsimile, subject to clause 21.2.5, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile;

21.2.4 if served by email, subject to clause 21.2.5, at the time the email containing the notice left the sender's email system, unless the sender receives notification that the email containing the notice was not received by the recipient;

21.2.5 if received after 6.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

22. Access to Records

- 22.1 The Contractor must, for a period of 7 years after the expiry or termination of this Agreement, keep true and particular accounts and records of all the Services and deliverables provided under this Agreement and all associated records including all supporting materials used to generate and substantiate invoices submitted in respect of this Agreement.
- 22.2 Mind or its duly authorised representatives will have the right, after giving reasonable notice, to inspect and/or audit the accounts and records of the Contractor relating to the performance of this Agreement and all other matters relevant to the calculation of any Fees. Such representatives will be entitled to take copies or extracts of any such records.
- 22.3 Mind will be solely responsible for the costs of conducting any audit under clause 22.2.
- 22.4 If the Services are clinical services, the Contractor agrees and acknowledges that Mind may from time to time conduct clinical file audits and other reviews in respect of the performance of the Services.
- 22.5 For the purpose of conducting a clinical file audit or any other review under clause 22.4, the Contractor must allow Mind to access the clinical files for any Clients referred to the Contractor under this Agreement and the Contractor agrees and acknowledges that such access is a permitted use or disclosure under the Health Records Act for the purpose of funding, management, planning, monitoring, improvement or evaluation of the Services.

23. Dispute Resolution

- 23.1 Where a dispute arises between the parties in connection with this Agreement, the parties must enter into discussions in good faith to resolve the dispute or to agree on a process to resolve all or part of the dispute without court proceedings. Unless the parties otherwise agree, discussions between the parties under this clause must continue for 21 days unless resolved earlier.
- 23.2 If the dispute is not resolved under clause 23.1, either party may refer the dispute for mediation administered by the Australian Commercial Disputes Centre Limited (**ACDC**) in accordance with the ACDC's current Mediation Guidelines.
- 23.3 The mediator must be appointed by agreement between the parties but, failing agreement, will be appointed by the Chairman of the ACDC or the Chairman's authorised representative.
- 23.4 For the purposes of this clause 23, 'dispute' includes any disagreement, difference of opinion, or failure to agree on any matter related to this Agreement or its performance.
- 23.5 A party must not start court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of this Agreement unless that party has complied with this clause 23.
- 23.6 The parties must continue to perform their under this Agreement obligations (except for the making of a payment which is in dispute) during the resolution of any dispute(s).

24. Nature of Relationship

The parties expressly acknowledge and agree that:

- 24.1 nothing in this Agreement will be construed or deemed to constitute a partnership, joint venture or employee, employer or representative relationship between any of the parties;
- 24.2 nothing in this document will be deemed to authorise or empower any of the parties to act as agent for or with any other party; and
- 24.3 the Contractor is an independent contractor for the provision of the Services to Mind on the terms set out in this Agreement.

25. Interpretation

- 25.1 This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and waives any right to object to proceedings being brought in those courts.
- 25.2 In this Agreement, a reference to:
 - 25.2.1 a person includes a firm, partnership, joint venture, association, corporation or other corporate body;
 - 25.2.2 a person includes the legal personal representatives, successors and permitted assigns of that person; and
 - 25.2.3 any body which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the first-mentioned body.
- 25.3 If a party consists of more than one person, this Agreement binds them jointly and each of them severally.
- 25.4 In this Agreement, a reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them.
- 25.5 In this Agreement:
 - 25.5.1 a reference to this or other document includes the document as varied or replaced regardless of any change in the identity of the parties;
 - 25.5.2 a reference to a clause, schedule or appendix is a reference to a clause, schedule or appendix in or to this Agreement;
 - 25.5.3 a reference to writing includes all modes of representing or reproducing words in a legible, permanent and visible form; and
 - 25.5.4 headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this Agreement.
- 25.6 If a provision in this Agreement is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.

- 25.7 If it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Agreement.
- 25.8 This Agreement may be executed in any number of counterparts all of which taken together constitute one instrument.
- 25.9 If a payment or other act is required by this Agreement to be made or done on a day which is not a Business Day, the payment or act must be made or done on the next following Business Day.
- 25.10 In this Agreement, a reference to:
- 25.10.1 the singular includes the plural and vice versa; and
- 25.10.2 a gender includes the other genders.
- 25.11 In the interpretation of this document, no rule of construction applies to the disadvantage of the party preparing the document on the basis that it prepared or put forward this document or any part of it.

26. General

- 26.1 This Agreement, including the Schedule, may only be varied or replaced by a document duly executed by the parties.
- 26.2 This Agreement contains the entire understanding between the parties with regard to the engagement of the Contractor by Mind. All previous agreements, representations, warranties, explanations and commitments, express or implied, are superseded by this Agreement and have no effect.
- 26.3 Mind may assign its rights and obligations under this Agreement, without the consent of the Contractor.
- 26.4 The Contractor may not assign any right or obligation under this Agreement to any person without the prior written consent of Mind.
- 26.5 Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this document.
- 26.6 Each party must pay its own legal costs and expenses in relation to the negotiation, preparation and execution of this document and other documents referred to in it, unless expressly stated otherwise.

26.7 Waiver and exercise of rights

- 26.7.1 A single or partial exercise or waiver of a right relating to this document does not prevent any other exercise of that right or the exercise of any other right.
- 26.7.2 No party will be liable for any loss or expenses incurred by another party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.
- 26.8 The warranties, undertakings, agreements and continuing obligations in this document do not merge on completion.

26.9 Survival

Clauses 1, 11.2.3, 14, 15, 17, 18, 19, 20, 21, 22, 24, 25 and 26 survive the termination or expiry of this Agreement.

Signing Page

Executed by the parties.

Signed for and on behalf of **Mind Australia Limited ACN 005 063 589** by:)
)
)

in the presence of: Name:
Title:

.....
Witness

SIGNED for and on behalf of the Contractor by:)
)
)

in the presence of: Name:
Title:
The signatory warrants that it has authority to execute this Agreement on behalf of the Contractor

.....
Witness

Schedule 1

Item	Term	Detail
1.	Contractor	[insert full company name and ACN/ABN]
2.	Contact details	[insert address, telephone number, email address]
3.	Nominated Person(s)	[insert details]
4.	Nominated Person Contact details	[insert address, telephone number, email address]
5.	Start Date	[insert details]
6.	End Date	[insert details]
7.	Fee	[insert details] [Note to drafter: If you wish that payment be contingent upon the supply of specific deliverables or achievement of milestones, this should be specified here]
8.	Approved Expenses	[insert details] [Note to drafter: You should be as specific as possible in identifying Approved Expenses, including (where practical) specifying the price for the relevant expense]
9.	Mind Resources	[insert details. Examples include access to Mindlink] [Note to drafter: Mind will be contractually bound to provide the resources listed in this item. Accordingly, please consider carefully whether Mind will be in a position to provide such resources during the engagement]
10.	Contractor's Resources	[insert details] [Note to drafter: If there are any specific resources that you would like the Contractor to use in performing the software (such as a specific type of software or tool), these should be listed here]
11.	Contractor's Rate	[insert details] [Note to drafter: This is the rate that will be payable to the Contractor should Mind require additional services. This rate could be a daily rate or an hourly rate, depending on what has been agreed with the Contractor]
12.	Notice Period	[insert details] [Note to drafter: This is the period of notice that must be given by either Mind or the Contractor in order to terminate the Agreement. The period of notice will depend upon the impact that termination will have on Mind's business. If the

		Contractor can be easily replaced or if a failure to have the Contractor will not have a significant impact on Mind, a shorter notice period (such as 7 days) may be acceptable. If the services being provided by the Contractor are business critical, or the Contractor will be difficult to replace, a longer period of time may be more appropriate]
13.	Liaison Officer	[insert name, title and email address of Liaison Officer]
14.	Required Reports	[insert details]
15.	Reporting Dates	[insert details]
16.	Insurances	<p>Public liability: \$10 million in the annual aggregate</p> <p>Professional indemnity: \$20 million per claim</p> <p>Workers' compensation insurance as required by law.</p> <p>[Note to drafter: These insurance values can be changed. However, they should only be reduced after careful consideration of the nature of the contractor and the risk profile of the Services being provided. If you have any queries or concerns in relation to the value of the Contractor's insurance levels, please contact the Senior Manager Enterprise Risk & Governance</p>
17.	Performance Indicators	[insert details]
18.	Nominated Person Guarantee	<p>Clause 3.4 applies: [Yes/No]</p> <p>[Note to drafter: if a person is nominated as a Nominated Person and that person has an interest in the Contractor (for example, as a shareholder) that is greater or equal to 40% then this item should be marked 'Yes' and the Nominated Person should sign this Agreement as a party bound by its terms.]</p>
19.	Intellectual Property	Clause 17.1 applies: Yes
20.	Moral Rights Consent	<p>Moral Rights Consents are required.</p> <p>[Note to drafter: Moral Rights Consents should be required in circumstances where:</p> <p>(a). the Contractor is not a natural person OR not the person that will be performing <i>all</i> of the services; and</p> <p>(b). the Services will result in deliverables that contain a material amount of new intellectual property (such as designs, trade marks or copyright).</p> <p>Where Moral Rights Consents are required, Schedule 3 must be completed by the individual.</p> <p>Where it is not required, leave Schedule 3 blank.</p>

		If you have any queries about whether Moral Rights Consents should be required, please contact the Senior Manager Enterprise Risk & Governance.]
21.	Confidentiality Undertakings	Confidentiality Undertakings are required.

The Services

The evaluation report should be structured with the following sections:

- an executive summary (suggested no more than three pages)
- introduction and context
- methodology, design and data
- key findings
- key conclusions
- recommendations.

Evaluation reports should be fit-for-purpose relative to the scale of the lapsing program.

The successful applicant will be required to write an evaluation report aligned with the following measures:

1. Effectiveness: What is the evidence to support the continued need for the program, and what is the role for Government in delivering this program? Including:
 - Effectiveness of early career program/supports as a pathway into LLE work
 - Service's understanding and valuing of LLEW
 - LLEW fidelity of practice.
2. Has the department demonstrated efficiency in the delivery of the program? Including:
 - Opportunities realised from cross-service collaboration
 - Insights into optimal implementation and functionality of statewide coordinator role.

1.1 Key activities:

There are two key activities within this initiative.

Activity 1 – Planning

Deliverables for this activity:

- Evaluator to deliver program logic and evaluation plan including communication and engagement strategy including:
 - Evaluation phases
 - Ethics considerations
 - Key participants
 - Report on expectations
 - Methodology
 - Timelines
 - Quantitative and qualitative data approaches

Activity 2– Evidence gathering and analysis

Deliverables for this activity:

- Conduct research following evaluation plan and program logic
- Regular progress reporting – including risks (meetings and summary report)
- Engagement with key stakeholders and partners including delivery partners, RTO's, DH.
- Connecting with Mental Health Victoria/Alfred Health statewide coordinators for Locals Grad Program to ensure consistency and synergy of evaluation approaches

Activity 3 - Evaluation Reporting

Deliverables for this activity:

- Interim written report
- Final Written Report of findings
- Presentation of findings

- PowerPoint presentation on findings

Reporting Requirements:

1. Evaluation plan (from LLE evaluator/provider) (1st Month)
2. Regular progress reporting – including risks (6-weekly – meetings and summary report) including Engagement with DH and relevant Advisory Groups re progress (6-weekly)
3. Interim evaluation report (9th month)
4. Final evaluation reports (12th month)
5. Financial Acquittal

1.2 Key deliverables

Deliverable	Timing
1. Evaluation project plan including communication and engagement strategy	By month 2
1. Evaluation Framework and Program Logic	By start of month 3
2. Conduct research following evaluation framework and program logic	Month 3 - 9
3. Regular progress reporting – including risks & Summary Report	6-weekly - ongoing
4. Attendance at LECC Evaluation Steering Committee meeting	Fortnightly - ongoing
5. Engagement with key stakeholders and partners including delivery partners, RTO's, DH.	Ongoing
6. Connecting with Department of Health regarding the for Locals Early Career Program to ensure consistency and synergy of evaluation approaches	Ongoing
7. Interim written report	Month 9
8. Final Written Report of findings and PPT	Month 12
9. Itemised financial acquittal	Within 4 weeks of completion of project.

Moral Rights Consent

THIS DEED POLL is made on the _____ day of _____ 20.....

BY: **[## Insert name of individual]** of **[##Insert address]**, **[##Insert occupation]**
(Author)

IN FAVOUR OF: **Mind Australia Limited ACN 005 063 589** of 86-92 Mount Street, Heidelberg, Vic,
3084
(Principal)

and

[Insert name and ACN/ABN of Contractor] of **[insert address]**
(Contractor)

In this Deed Poll:

Work means any material in which copyright subsists created by the Author in connection with the Independent Contractor Agreement dated **[insert date]** between the Contractor and the State.

In consideration of the payment to the Author of one dollar by Contractor (receipt of which is hereby acknowledged) and in relation to the Work, the Author:

1. agrees with the Contractor and the Principal, to the extent permitted by law, not to enforce any claim (including for the breach of any of the Author's moral rights under the *Copyright Act 1968* (Cth)) which the Author may otherwise have as a result of an act or omission (whether before or after the date of this Moral Rights Consent) by:
 - 1.1 the Contractor and/or the Author;
 - 1.2 any third party, to whom the Contractor and/or the Author grants a licence to use (whether express or implied) the Work; or
 - 1.3 any third party to whom the Contractor and/or the Author assigns the copyright in such Work, (together defined as "Contractor, the Author and Associated Persons");
2. without limiting paragraph 1, consents to, and waives any rights in relation to, any of the Contractor, the Author and Associated Persons:
 - 2.1 failing to acknowledge the Author's authorship of the Work;
 - 2.2 falsely attributing authorship of the Work; and
 - 2.3 making any modification, variation or amendment of any nature whatsoever to any of the Work, whether or not:
 - 2.3.1 it results in a material distortion of or destruction or mutilation of the Work; or

2.3.2 it is prejudicial to the honour or reputation of the Author; and

3. without limiting paragraphs 1 or 2, consents to, and waives any rights in relation to, any of the Contractor, the Author and Associated Persons:

3.1 using the Work other than in the publication or for the purpose for which it was intended at the time the Work is created;

3.2 altering the Work by adding to, or removing elements from, the Work, including without limitation editing, altering, modifying or expanding the Work;

3.3 incorporating the Work into other works of any kind in any medium now known or later invented;

3.4 deriving other works of any kind (including without limitation films, sound recordings and other deliverables in any medium now known or later invented) from the Work;

3.5 using the Work, or any part of the Work or any other work derived from the Work, in conjunction with other material of any kind; and

3.6 doing any of the acts referred to in paragraphs 3.2, 3.3, 3.4 and 3.5 in relation to any:

3.6.1 adaptation of the Work or any part of such adaptation;

3.6.2 other work derived from or based on the Work or any part of such other work; and

3.6.3 omitting to attribute the Author's authorship of the Work.

Executed as a Deed Poll

Signed sealed and delivered by [insert name)
of Author] in the presence of:)
)

.....
Witness

Confidentiality Undertaking

THIS DEED POLL is made on the _____ day of _____ 20.....

BY: **[## Insert name of individual]** of **[##Insert address]**, **[##Insert occupation]**

IN FAVOUR OF: **Mind Australia Limited ACN 005 063 589** of Level 3 Building 8 584 Swan Street
Burnley Victoria

(Principal)

and

[Insert name of Contractor and ACN/ABN] of **[insert address]**

(Contractor)

- 1. I undertake that, in respect of any information regarding the business interests, operations or affairs of the Principal, or a related body corporate of the Principal, or of any person or entity with which the Principal may deal or be concerned including, without limitation:
 - 1.1 product, service, price, financial, budgetary, marketing, research and business plan and strategy information;
 - 1.2 client, supplier and distributor lists and information;
 - 1.3 the terms of any contract, agreement or business arrangement with any third party; and
 - 1.4 trade secrets, licences, know-how, intellectual property and related information,

(Confidential Information), I will:

 - 1.5 not, without the Principal’s prior written consent, disclose it to any person outside of Principal or the Contractor;
 - 1.6 not use it for any purpose except that for which it was provided by Principal or the Contractor; and
 - 1.7 on the Principal's written request, promptly return it to the Principal or as the Principal directs, except for any Confidential Information which has been disclosed or provided orally.
- 2. I acknowledge that these obligations of confidentiality and non-use apply to all the Confidential Information, except for any part of it:
 - 2.1 which is in the public domain before the date of this undertaking;
 - 2.2 which becomes public or available to the general public otherwise than through my act or default; or
 - 2.3 in respect of which the Principal releases me (in writing) from my obligations in this undertaking.

Executed as a Deed Poll

Signed sealed and delivered by [insert name
of person] in the presence of:)
)
)

.....
Witness

Mind Australia is one of the largest providers of community-managed psychosocial services in Australia with a range of residential, mobile outreach, centre-based and online services

We have providing mental health and wellbeing support to people, and their families, friends and carers, for more than 45 years.

Mind Australia supports



Mind Australia, with One Door and The Haven Foundation, collectively combine more than 80 years of evidence-based service delivery, research and advocacy.



Mind Connect

1300 286 463

mindconnect@mindaustralia.org.au

mindaustralia.org.au

Mind Central Office

Building 8, Level 3, 584 Swan Street
PO Box 5107 | Burnley VIC 3121

Mind Australia Limited ABN 22 005 063 589

Registered NDIS provider number: 4050002431

