

ABOUT YOUR NEIS PARTICIPANT AGREEMENT - information sheet

Welcome to the New Enterprise Incentive Scheme (**NEIS**).

YOUR NEIS PARTICIPANT AGREEMENT

This is an information sheet about your NEIS Participant Agreement. The NEIS Participant Agreement is a legal contract between you and the Commonwealth as represented by the Department of Education, Employment and Workplace Relations (**DEEWR**). Please read your NEIS Participant Agreement carefully and seek advice if you do not understand any part of it.

Your NEIS Participant Agreement sets out your responsibilities in relation to participating in NEIS, and details the conditions under which you will receive, if eligible, NEIS Allowance and/or NEIS Rental Assistance. Keep your NEIS Participant Agreement in a safe place so that you can refer to it later.

DEEWR'S ROLE

We will:

- if you are eligible, arrange for you to receive NEIS Allowance, starting and ending on the dates specified in your NEIS Participant Agreement for a period of up to 52 weeks;
- pay the NEIS Allowance fortnightly if you have complied with your obligations. NEIS Allowance is currently an amount equal to the single, 22 or over, no children rate of Newstart Allowance ; and
- maintain your privacy and take any complaints seriously.

When you are on NEIS Allowance, any business income (and any external business income only up to double the rate of NEIS Allowance) will not be subject to any income or assets testing (this is a benefit the NEIS Allowance has over many of the income support payments paid under Social Security law).

In some instances, if your current income support payment is higher than the rate of NEIS Allowance, you may be eligible for an additional fortnightly payment from Centrelink.

YOUR OBLIGATIONS

You must:

- operate your NEIS Business in accordance with your NEIS Business Plan and comply with the terms of the NEIS Participant Agreement;
- maintain an appropriate level of NEIS Business Insurance for your NEIS Business as identified in your NEIS Business Plan;
- work Full-Time in the NEIS Business unless DEEWR authorises otherwise;
- hold and maintain a controlling interest in the NEIS Business for the Period of NEIS Assistance;
- submit to your NEIS Provider, within 10 Business Days after the completion of each Financial Quarter, NEIS Financial Information including a NEIS Income Statement relating to your NEIS Business;
- participate in the NEIS Business Mentoring provided by your NEIS Provider;
- provide DEEWR and your NEIS Provider with reasonable access to your NEIS Business premises and Business Records for the purposes of program monitoring;
- advise your NEIS Provider immediately in writing if there are any changes to your circumstances that would affect your participation in NEIS (see clauses 22 and 23 of your NEIS Participant Agreement).

YOUR NEIS PROVIDER'S ROLE

Your NEIS Provider will*:

- provide you with at least five NEIS Business Mentoring visits during the period you are receiving NEIS Assistance;
- arrange for the first NEIS Business Mentoring visit within the first month of you participating in NEIS;
- provide advice and counselling in relation to your NEIS Business during the NEIS Business Mentoring visits;
- contact you at least monthly during the period of NEIS Assistance;
- assess your compliance with your NEIS Business Plan; and
- monitor the financial status of your NEIS Business.

NEIS Business Mentoring visits by your NEIS Provider

The first NEIS Business Mentoring visit should occur within the first month of the operation of your NEIS Business and be a face-to-face visit at your NEIS Business premises.

After the first NEIS Business Mentoring visit, one NEIS Business Mentoring visit should take place each Financial Quarter during the period that you are receiving NEIS Assistance, with at least two of those visits occurring at your NEIS Business premises, unless:

- your NEIS Business is home-based or mobile, in which case your NEIS Provider may negotiate an alternative location to hold the face-to-face meetings;
- there are exceptional circumstances, for example if your NEIS Business is located in an isolated area and NEIS Business Mentoring visits to your NEIS Business premises are not practicable (in which case you may need to negotiate an alternative mentoring plan with your NEIS Provider); or
- the first NEIS Business Mentoring visit is conducted after the first five weeks of the first Financial Quarter after you have started receiving NEIS Assistance in which case you may wish to arrange with your NEIS Provider to defer the first Financial Quarter Visit until the fifth Financial Quarter.

**Please note that your NEIS Provider is not a party to your NEIS Participant Agreement. Concerns about your NEIS Provider's conduct should first be raised directly with them, and then through the DEEWR Customer Service Line on 1800 805 260, if needed.*



NEIS PARTICIPANT AGREEMENT

Your information and privacy

The Privacy Act (1988) (Cth) (**the Privacy Act**) regulates the use and management of personal information held by Commonwealth Government agencies. The Privacy Act allows DEEWR to give your personal information to another person or agency only:

- if you agree;
- where you are reasonably likely to have been aware that the information is usually disclosed to that person or agency;
- where the disclosure of your information is necessary for the enforcement of the criminal law or a law imposing a fine, or for the protection of public revenue; or
- if the disclosure is required or authorised by law.

DEEWR is collecting the information referred to in this NEIS Participant Agreement to enable your participation in NEIS and for the management, monitoring and quality assurance of NEIS.

Some or all of the information you provide in this NEIS Participant Agreement and/or in accordance with the provisions of this NEIS Participant Agreement (including your Income Statements and Financial Information) may be provided by DEEWR to: State Government Departments that have an involvement with NEIS; NEIS Providers and other contracted providers of services under the Employment Services Deed 2012-2015 and the subcontractors of these entities; the Australian Taxation Office; the Department of Families, Housing, Community Services and Indigenous Affairs; the Department of Veterans' Affairs; Department of Human Services; Child Support Agency Australia; and other entities or government departments where required or authorised by law.

DEEWR takes its privacy responsibilities seriously and will maintain the confidentiality of the electronic and written information about you. If you believe that your privacy has been breached, you can contact the DEEWR Customer Service Line on 1800 805 260 to have the matter investigated. You can also contact the Privacy Commissioner who can independently investigate the matter. You can contact the Privacy Commissioner on 1300 363 992 or via:

The Privacy Commissioner
GPO Box 5218
SYDNEY NSW 2001

THIS AGREEMENT IS MADE ON THE DATE SET OUT IN THE SCHEDULE TO THIS AGREEMENT BETWEEN THE FOLLOWING PARTIES:

COMMONWEALTH OF AUSTRALIA (the Commonwealth) as represented by the Department of Education, Employment and Workplace Relations ABN 63 578 775 294 (**DEEWR**)

AND

THE NEIS PARTICIPANT, whose name is set out in the Schedule to this Agreement (referred to in this Agreement as '**you**' or '**your**')

(and together '**the Parties**')

THE PARTIES AGREE AS FOLLOWS

Section 1 - Definitions

1. This Agreement uses a number of words that are defined in the glossary at clause 55 at the end of this Agreement. Defined terms start with a capital letter, e.g. 'Business Day'.

Section 2 - Some basic rules about participating in NEIS

2. During the Period of NEIS Assistance, you must comply with all terms of this Agreement.
3. You must obtain the NEIS Business Insurance outlined in your approved NEIS Business Plan so that it takes effect from your Commencement Date.

Operating your NEIS Business

4. You must operate the NEIS Business in accordance with your NEIS Business Plan. Your NEIS Business Plan may be varied in writing from time to time with the written agreement of your NEIS Provider.
5. Your NEIS Business must be established, located and operated solely within Australia.
6. You must obtain and maintain NEIS Business Insurance for the Period of NEIS Assistance, and, when requested, provide your NEIS Provider or DEEWR with details of your NEIS Business Insurance.
7. Unless specifically authorised in writing to do otherwise by DEEWR, you must work Full-Time in your NEIS Business.
8. You must:
 - (a) hold and maintain a Controlling Interest in the NEIS Business for the duration of the Period of NEIS Assistance; or
 - (b) if your NEIS Provider has approved you to operate the NEIS Business collectively with other NEIS Participants named in Item 19 of the Schedule (for example by means of a partnership, cooperative or company), together with the other NEIS Participants, hold and maintain a Controlling Interest in the NEIS Business for the duration of the Period of NEIS Assistance.
9. You must not, without the NEIS Provider's prior approval, operate your NEIS Business:
 - (a) with other NEIS Participants; or

- (b) other business partners,

whose names are not set out in Items 19 and 20 of the Schedule respectively.

NEIS Business Mentoring

10. You must participate in instances of NEIS Business Mentoring provided by the NEIS Provider.
11. You must, if required by the NEIS Provider, negotiate an alternative mentoring plan with the NEIS Provider. The alternative mentoring plan must be attached to this Agreement.

Communication with the NEIS Provider and/or DEEWR

12. You must be available for contact by your NEIS Provider and DEEWR at all reasonable times, and respond appropriately and promptly to contacts by your NEIS Provider or DEEWR.
13. You must provide DEEWR, when requested, with access, during Business Hours, to Business Records for the purpose of program monitoring and evaluation on the understanding that such information will be treated as confidential.
14. You must assist DEEWR in any survey or evaluation of NEIS conducted or commissioned by DEEWR within three years from the date of this Agreement.
15. At any time up to three months after the end of the Period of NEIS Assistance, if requested by your NEIS Provider, you must complete and provide your NEIS Provider with a statutory declaration or other written evidence as requested stating the number of hours per week that you are in employment.

Compliance with laws and government policies

16. You must, in operating your NEIS Business and carrying out your obligations under this Agreement, comply with all relevant Commonwealth, state and territory statutes, regulations, by-laws and requirements at all times during the period of NEIS Assistance.
17. You must comply with any Commonwealth policies notified to you by DEEWR in writing.
18. While receiving NEIS Allowance, you must not receive any Income Support Payments beyond that to which you are legally entitled.

Medical capacity to operate your NEIS Business

19. You acknowledge and confirm that you are medically fit, capable and able to perform the duties and obligations associated with operating your NEIS Business, and that it is your responsibility to obtain medical advice from a suitably qualified person should you have concerns about your fitness to participate in NEIS. In particular, you acknowledge and confirm that there are no medical impediments which:
 - (a) would restrict you from working Full-Time in your NEIS Business; or
 - (b) could be exacerbated by you working Full-Time in your NEIS Business.
20. You acknowledge that DEEWR accepts no responsibility for any injury, illness, disease, disorder or exacerbations of pre-existing conditions you may suffer resulting from your conduct of your NEIS Business or your participation in NEIS.

Acknowledgement of Commonwealth support

21. Where appropriate, during the Period of NEIS Assistance, you should consider acknowledging in publications, promotional materials and in any publicity, the support you have received from the Commonwealth through NEIS. Acknowledgement may be in the following terms:

“Supported by the New Enterprise Incentive Scheme, an Australian Government initiative.”

Changes to your circumstances

22. During the Period of NEIS Assistance you must advise your NEIS Provider immediately of any relevant change in your circumstances within five Business Days of the change occurring.
23. Relevant changes of circumstances for the purposes of clause 22 include:
- (a) change of bank details;
 - (b) if your NEIS Business ceases operating;
 - (c) change of NEIS Business operations, for example, change due to your illness, you resuming employment or study, an intention on your part to relocate the NEIS Business, or any other event which:
 - (i) is likely to affect whether the NEIS Business is Commercially Viable; and/or
 - (ii) may prevent the NEIS Business from operating on a Full-Time basis;
 - (d) change that could affect your Controlling Interest of the NEIS Business; including, where the NEIS Business is controlled collectively by a number of NEIS Participants, changes to:
 - (i) the voting rights of the partners, members or shareholders;
 - (ii) the number of partners, members or shareholders; or
 - (iii) the partnership, cooperative or company, which operates the NEIS Business;
 - (e) receiving any other State/Commonwealth/other income support or grant;
 - (f) change in your NEIS Business or residential address;
 - (g) change of your NEIS Business or residential phone number;
 - (h) change of your name;
 - (i) change of your NEIS Business’s name;
 - (j) change of your NEIS Business’s operating hours;
 - (k) change to your NEIS Business Insurance coverage; and
 - (l) any other change in circumstances that may affect your entitlement to NEIS Assistance.

Section 3 - Some basic rules about financial matters

Submitting NEIS Income Statements

24. Subject to clause 25, you must submit to your NEIS Provider within 10 Business Days after the end of each Financial Quarter (or at any time as requested by DEEWR or your NEIS Provider) a correctly completed NEIS Income Statement that contains NEIS Financial Information.
25. If your Commencement Date is within four weeks before the end of a Financial Quarter, you are not required to provide your NEIS Provider with a NEIS Income Statement in accordance with clause 24 for that Financial Quarter. However, the first NEIS Income Statement you provide must also include NEIS Financial Information about the period from the Commencement Date to the end of the first Financial Quarter in which you have run your NEIS Business.
26. You must provide DEEWR or your NEIS Provider, when requested by DEEWR or your NEIS Provider, with a signed statement by an independent auditor certifying that the NEIS Financial Information you have provided pursuant to clause 24 is true and correct.

Assessment of whether your NEIS Business is Commercially Viable

27. You must at all times fully cooperate with your NEIS Provider and DEEWR in relation to assessing whether your NEIS Business is Commercially Viable. The assessment of whether your NEIS Business is Commercially Viable may be undertaken by your NEIS Provider at the times you provide your NEIS Provider with your second and third NEIS Income Statements as set out in clause 24. Your NEIS Provider may also decide to assess whether your NEIS Business is Commercially Viable at any time.

NEIS External Income Tests

28. Your total gross NEIS External Income will be tested against the NEIS External Income Test at the end of each Financial Quarter that you are required to provide a NEIS Income Statement in accordance with clause 24. If your total gross NEIS External Income during a Financial Quarter exceeds twice the rate of NEIS Allowance for the same period, then your NEIS Allowance and NEIS Rental Assistance will not be paid for the next Financial Quarter.

Section 4 - Payments made to you by DEEWR

NEIS Allowance

29. If you are eligible for NEIS Allowance, and if you are receiving it, subject to:

- (a) appropriation by Parliament;
- (b) you continuing to comply with this Agreement; and
- (c) any other term of this Agreement,

the Commonwealth, through DEEWR, will pay you the NEIS Allowance fortnightly in arrears for the Period of NEIS Assistance in accordance with Item 17 of the Schedule.

30. Subject to clause 31, if, during the Period of NEIS Assistance, you temporarily cease operating the NEIS Business through no fault of your own, and the cessation has resulted in your NEIS Allowance payments being suspended by the Commonwealth, DEEWR may, at its absolute discretion, extend the Period of NEIS Assistance.
31. Except in exceptional circumstances as defined and notified to you in writing by DEEWR, DEEWR will not

extend the Period of NEIS Assistance:

- (a) by more than 13 weeks; or
- (b) so that you receive more than 52 weeks of NEIS Allowance.

NEIS Rental Assistance

32. If you are eligible for NEIS Rental Assistance, and if you are receiving it, subject to:

- (a) appropriation by Parliament;
- (b) you continuing to comply with this Agreement; and
- (c) any other term of this Agreement,

the Commonwealth, through DEEWR, will pay you the NEIS Rental Assistance fortnightly in arrears for up to the first 26 weeks of the Period of NEIS Assistance.

Payment of your NEIS Allowance and taxation

33. Provided that you comply with this Agreement, DEEWR will pay any amounts due under this Agreement by direct credit into the bank account specified in Item 21 of the Schedule.

34. You acknowledge and agree that:

- (a) NEIS Rental Assistance is non-taxable income;
- (b) NEIS Allowance payable under this Agreement must be declared by you in your annual income tax return as personal income;
- (c) DEEWR will not deduct Pay As You Go (**PAYG**) taxation instalments from the NEIS Allowance provided you have:
 - (i) quoted your Tax File Number (see Item 18 of the Schedule);
 - (ii) claimed the tax free threshold (see Item 18 of the Schedule); and
 - (iii) payments are not expected to exceed \$50,000 in a Financial Year;
- (d) DEEWR is required to obtain a completed Australian Taxation Office Tax File Number declaration from you - if you fail to provide a completed Tax File Number declaration, DEEWR will deduct PAYG at the appropriate rate of taxation under taxation law, plus the Medicare Levy, on each dollar of funding provided to you until a Tax File Number Declaration is provided and you have claimed the tax free threshold.

Overpayment of NEIS Allowance

35. If an overpayment of NEIS Allowance or NEIS Rental Assistance occurs, the amount overpaid will be a debt that you will owe to the Commonwealth in accordance with clause 36.

Debts

36. Any amount owed to DEEWR, or deemed to be a debt to DEEWR under this Agreement, including any interest, will, without prejudice to any other rights available to DEEWR, be recoverable by DEEWR, at its absolute discretion, as a debt due to the Commonwealth without further proof of the debt being necessary.
37. You must repay the debt within 28 days of receiving a notice from DEEWR requiring payment.

Offsetting

38. Without limiting DEEWR's rights under this Agreement, under statute, at law or in equity, if you owe the Commonwealth any debt under this Agreement, or any other arrangement with DEEWR or the Commonwealth, DEEWR may offset or deduct an amount equal to that debt owed against payments of the NEIS Allowance or NEIS Rental Assistance.

Section 5 - Some rules relating to the administration of this Agreement

Conditions Precedent

39. Payments of NEIS Allowance and, where applicable, NEIS Rental Assistance, are conditional on you complying with the following conditions:
- (a) obtaining and maintaining NEIS Business Insurance;
 - (b) meeting the eligibility criteria for NEIS; and
 - (c) meeting any other obligations notified to you by DEEWR in writing before the execution of this Agreement.

Payments made where you have not complied with these conditions, may, at DEEWR's discretion, constitute a debt owed to the Commonwealth in accordance with clause 36.

Default

40. During the period of NEIS Assistance, if:
- (a) you fail to comply with any term of this Agreement;
 - (b) you fail the NEIS External Income Test by your total gross NEIS External Income during a Financial Quarter exceeding twice the rate of NEIS Allowance for the same period (see clause 28);
 - (c) you are uncontactable for five or more continuous Business Days without reasonable excuse as determined by DEEWR;
 - (d) you undertake travel during the Period of NEIS Assistance, where this travel is not in the NEIS Business Plan, or has not been approved in writing by DEEWR;
 - (e) you are absent from your NEIS Business due to illness;
 - (f) your NEIS Business is assessed as being not Commercially Viable according to clause 27;
 - (g) you commence employment or study external to your NEIS Business that, in DEEWR's opinion, will prevent you from working Full-Time in your NEIS Business; or

(h) you or your NEIS Business cease to meet the eligibility criteria for NEIS,

you will be in default of this Agreement, and payments of the NEIS Allowance and/or NEIS Rental Assistance during the time period in which you have defaulted on this Agreement may, at DEEWR's discretion, constitute a debt owed to the Commonwealth in accordance with clause 36.

Suspension / termination for default

41. DEEWR may, at its sole discretion, suspend your payment of NEIS Allowance and/or NEIS Rental Assistance (if applicable) and/or this Agreement, in whole or in part, and/or may terminate this Agreement, if you have failed to satisfy the conditions precedent in clause 39, or are in default of this Agreement as set out under clause 40.

Termination or reduction in scope with costs

42. DEEWR may, at any time by notice to you, terminate this Agreement in whole or in part or reduce the scope of one or all of components of NEIS Assistance without prejudice to the rights, liabilities, or obligations of either party accruing prior to the date of termination or reduction.

43. If this Agreement is terminated in whole or part or reduced in scope under clause 42, DEEWR will only be liable for:

(a) payment of NEIS Allowance and NEIS Rent Assistance properly due to you prior to the effective date of the termination; and

(b) subject to clauses 44, 45, and 46, any reasonable, unavoidable costs actually incurred by you and directly attributable to the termination, partial termination or reduction in scope of this Agreement.

44. Upon receipt of notice of termination in whole or in part or reduction in scope, you must immediately do everything reasonably possible to mitigate all losses, costs and expenses, arising from reduction in scope contained in the notice.

45. DEEWR will not be liable:

(a) to pay compensation for loss of prospective profits for a termination or reduction in scope;

(b) for loss of any benefits that would have been conferred on you had a termination or reduction in scope made under clause 42 not occurred; and

(c) for any amount which would, in aggregate, exceed 52 weeks of NEIS Allowance and NEIS Rent Assistance.

46. If DEEWR terminates or reduces the scope of this Agreement under clause 42, DEEWR's action will not constitute a breach of this Agreement.

Liability and indemnity

47. You will indemnify (and keep indemnified) the Commonwealth, its officers, employees and agents against any loss or liability (including legal expenses) resulting from any claim or action resulting from the operation of your NEIS Business, or any wilful, unlawful or negligent act or omission by you or your employees, agents or sub-contractors in connection with this Agreement. Your liability will be reduced proportionally to the extent that the Commonwealth, its officers, employees or agents contributed to the loss or liability. This indemnity will survive the expiration or termination of this Agreement.

48. For the avoidance of doubt, you will indemnify the Commonwealth against any loss or liability (including legal expenses) resulting from any injury, illness, disease, disorder or exacerbations of pre-existing conditions you may suffer resulting from your participation in NEIS.
49. You:
- (a) must not represent yourself, and must ensure that your employees, agents and subcontractors do not represent themselves, as being an employee, partner or agent of the Commonwealth, or as otherwise able to bind or represent the Commonwealth; and
 - (b) are not, by virtue of this Agreement, or for any purpose, deemed to be an employee, partner or agent of the Commonwealth, or have any power or authority to bind or represent the Commonwealth.

Disagreement

50. The existence of a disagreement does not limit any of DEEWR's other contractual rights, including DEEWR's right to suspend the payment of NEIS Allowance and NEIS Rental Assistance, or to suspend or terminate this Agreement in whole or in part.

Disputes and complaints

51. Disputes or complaints about a decision of your NEIS Provider or the quality of NEIS Services provided to you are to be recorded and handled through the NEIS Provider's own internal complaints resolution process in accordance with the Employment Services Code of Practice. If you are still not satisfied, you can call the DEEWR Customer Service Line on 1800 805 260.

Waiver

52. If DEEWR does not exercise (or delays in exercising) any rights under this Agreement, that failure or delay does not operate as a waiver of those rights.
53. A single or partial exercise by DEEWR of any of its rights does not prevent the further exercise of any right.
54. Waiver of any provision of, or right under, this Agreement by DEEWR:
- (a) must be in writing and signed by DEEWR; and
 - (b) is effective only to the extent set out in the written waiver.

Glossary

55. In this Agreement, unless the contrary intention appears:

'Business Day' means any day other than a Saturday, Sunday or public holiday;

'Business Hours' means between the hours of 8:30 am and 5:30 pm on a Business Day;

'Business Records' means all records created by you for the purpose of conducting your NEIS Business;

'Commencement Date' means the date on which NEIS Assistance commences, as specified in Item 1 of the Schedule;

'Commercially Viable' means your NEIS Business is likely to provide a net income at least equal to the single, 22 or over, no children rate of Newstart Allowance, or such other rate as notified by DEEWR in writing from time to time, by the end of 52 weeks from the Commencement Date for each NEIS Participant in the NEIS Business;

'Commonwealth' means the Commonwealth of Australia and includes officers, delegates, employees and agents of the Commonwealth of Australia;

'Controlling Interest' means, as determined by your NEIS Provider, you are in a position to assert managerial control over your NEIS Business;

'Eligible for NEIS Rental Assistance' means, as determined by DEEWR:

- you are eligible for and are receiving Rent Assistance from Centrelink or the Department of Veterans' Affairs (DVA) at the Commencement Date or at some other date as accepted by DEEWR;
- you are not eligible for, nor currently receiving, a Family Tax Benefit payment from Centrelink which includes the Rent Assistance component; and
- you have given your NEIS Provider a 'Confirmation of Eligibility for NEIS Rental Assistance' form completed by Centrelink or DVA; and
- you comply with any other eligibility criteria as set out by DEEWR and notified to you.

'Financial Quarter' means any of the following:

- 1 July to 30 September
- 1 October to 31 December
- 1 January to 31 March
- 1 April to 30 June;

'Financial Year' means a period from 1 July in one year to 30 June in the following year;

'Full-Time' means the minimum hours per week, as set out in your NEIS Business Plan, that you must work in your NEIS Business;

'Income Support Payment' has the meaning given to the term 'income support payment' in the *Social Security Act 1991* (Cth).

'Interest' means interest calculated at a rate determined by DEEWR that will be no higher than the 90 day bank-accepted bill rate (available from the Reserve Bank of Australia) less 10 basis points.

'Medicare Levy' means the payment made to the Australian Taxation Office by Australian residents to help fund the Australian Government's Medicare scheme;

'NEIS' means New Enterprise Incentive Scheme;

'NEIS Allowance' means an allowance payable by DEEWR to you in accordance with this Agreement that is an amount equal to the single, 22 or over, no children rate of Newstart Allowance, or such other rate as notified by DEEWR in writing, and may be varied from time to time by DEEWR to match increases or decreases to the rates of Newstart Allowance;

'NEIS Assistance' means the assistance received by you from DEEWR and your NEIS Provider, including, where applicable, payment of NEIS Allowance and NEIS Rental Assistance by DEEWR, together with the provision of NEIS Services by your NEIS Provider, for up to a period of 52 weeks (or as otherwise extended or reduced by DEEWR) in total commencing on a date approved by DEEWR, but excluding any period in which the NEIS Participant Agreement is suspended by DEEWR;

'NEIS Business' means your NEIS business, the details of which are set out in the Schedule to this Agreement and which is to be operated in accordance with your NEIS Business Plan;

'NEIS Business Insurance' means appropriate business insurance cover as described in your NEIS Business Plan that has been taken out by you for the period of NEIS Assistance;

'NEIS Business Mentoring' means support provided to you during the period of your NEIS Assistance by your NEIS Provider. This may include assistance with the development of your NEIS Business; business advice about organisational, financial and marketing issues; and referral, where necessary, to specialist business professionals for additional advice and assistance (the cost of which is met by you);

'NEIS Business Plan' means the plan for your NEIS Business that sets out, at a minimum, how the NEIS Business will operate, details of the NEIS Business Insurance, and a forecast of the cash flow each Financial Quarter;

'NEIS External Income' means any gross income you receive during the Period of NEIS Assistance that the Australian Taxation Office would regard as income. This includes but is not limited to interest, dividends, rent from investment property(s), any lump sum compensation payment or earnings from employment outside the Business. NEIS External Income excludes NEIS Allowance, NEIS Rental Assistance, Department of Families, Housing, Community Services and Indigenous Affairs (FaHCSIA) allowances/pensions, Centrelink allowances/pensions, DVA allowance/pensions, your spouse's income, and NEIS Business income;

'NEIS External Income Test' means a test based upon your NEIS Income Statement to determine whether your NEIS External Income in a Financial Quarter is more than twice the rate of NEIS Allowance for that Financial Quarter;

'NEIS Financial Information' includes the following information: cash inflows and cash outflows for your NEIS Business for the Financial Quarter, the NEIS Business Plan projection of cash inflow and cash outflow for the Financial Quarter, closing cash balance for your NEIS Business at the end of the Financial Quarter, and balance of debtors and creditors to the NEIS Business for the Financial Quarter;

'NEIS Income Statement' means a correctly completed statement of your gross NEIS External Income, and includes NEIS Financial Information and any other information specified by DEEWR, in a form approved by DEEWR;

'NEIS Participant Agreement' means this agreement entered into between you and DEEWR and **'Agreement'** has the same meaning;

'NEIS Participant' means 'you', the person whose name and details are set out in the Schedule;

'NEIS Provider' means the entity who will provide NEIS Services to you and whose details are shown in Item 16 of the Schedule;

'NEIS Rental Assistance' means rental assistance which may be payable to you in accordance with this Agreement.

'NEIS Services' includes NEIS Business Mentoring, monthly contact by your NEIS Provider, and advice and counselling from your NEIS Provider.

'Period of NEIS Assistance' means 52 weeks from the Commencement Date plus any extension granted under clause 30, unless otherwise reduced by DEEWR;

'Schedule' means the schedule to this Agreement;

'State' means any state or territory of Australia;

'Witness' means any person over the age of 18 years who actually sees you signing this Agreement.

56. Signatories to this Agreement

As the NEIS Participant, by signing below, I confirm and acknowledge that:

- I have read and understood the Agreement, including the Schedule;
- the information contained in the Schedule is complete and true to the best of my knowledge;
- DEEWR accepts no responsibility for any injury, illness, disease, disorder or exacerbations of pre-existing conditions I may suffer resulting from my participation in NEIS;
- failure to meet the conditions precedent set out at clause 39, or to comply with this Agreement may mean that this Agreement, NEIS Allowance and/or NEIS Rental Assistance may be suspended or terminated, and the NEIS Allowance and NEIS Rental Assistance may constitute a overpayment which is recoverable by the Commonwealth; and
- I have read, understood and agree to the use and disclosure of my personal information in accordance with the privacy statement at the beginning of this Agreement.

<p>SIGNED BY YOU</p> <p>Name _____</p> <p>Signature _____</p> <p>Date _____</p> <p>WITNESSED BY</p> <p>Name _____</p> <p>Signature _____</p> <p>Date _____</p>	<p>SIGNED FOR AND ON BEHALF OF THE COMMONWEALTH AS REPRESENTED BY THE DEPARTMENT OF EDUCATION, EMPLOYMENT AND WORKPLACE RELATIONS (ABN 63 578 775 294) BY:</p> <p>Name _____</p> <p>Signature _____</p> <p>Date _____</p> <p>WITNESSED BY</p> <p>Name _____</p> <p>Signature _____</p> <p>Date _____</p>
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SCHEDULE

1. Commencement Date is:

2. Expected end date is:

3. First date of payment is:

4. Your full name ('you'):

5. Your date of birth:

6. Your Job Seeker ID:

7. Your Agreement ID:

8. Your home address:

9. Your postal address for
correspondence:

10. Your home telephone number:

11. Your mobile phone number:

12. Name of your NEIS Business:

13. Nature of your NEIS Business:

14. Address of Your NEIS Business:

15. NEIS Business telephone number:

16. Your NEIS Provider:

Business Enterprise Centre Northside Limited

17. The rate of NEIS Allowance at the date of this Agreement

(a) Basic NEIS Allowance:

(a period up to 52 weeks)

(b) Expected end date of NEIS Allowance:

(c) NEIS Rental Assistance component:

(a period up to 26 weeks)

(d) Expected end date of NEIS Rental
Assistance:

18. (a) Has a Taxation File Number declaration completed and provided to DEEWR?

(b) Has the tax free threshold been claimed?

If NO to 18 (a) or (b), DEEWR will make PAYG deductions at the appropriate rate of taxation under taxation law plus the Medicare Levy on each dollar of funding provided to you (see clause 33 of this Agreement).

19. Full names of any other NEIS participants operating the Business with you are (use block letters):

_____	_____
_____	_____
_____	_____

20. Full names of any business partners (not NEIS participants) operating the Business with you (use block letters):

_____	_____
_____	_____
_____	_____

21. Your bank account details are (only provide this information if you will be receiving NEIS Allowance and/or NEIS Rental Assistance):

Account name:

Bank name and branch:

BSB number: [Must be a six digit number]

Account number: [Up to nine digits]