



Australian Government
Department of Home Affairs

SPECIAL PROGRAM AGREEMENT

BETWEEN

THE SECRETARY OF THE DEPARTMENT OF HOME AFFAIRS

AND

s. 22(1)(a)(ii)

in relation to a Special Program referred to in Schedule 2 clause 408.228(5)(a)(ii) of the
Migration Regulations 1994 (Cth)

Initials:

s. 22(1)(a)(ii)

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Released by Department of Home Affairs
under the *Freedom of Information Act 1982*

SPECIAL PROGRAM AGREEMENT

Parties

THE SECRETARY OF THE DEPARTMENT OF HOME AFFAIRS (the 'Secretary') at 6 Chan Street, BELCONNEN ACT 2617

AND

s. 22(1)(a)(ii) (the
'Special Program Provider') of s. 22(1)(a)(ii)

Recitals

- A This Agreement is administered by the Department on behalf of the Secretary.
- B This Agreement is subject to the Special Program Provider becoming an approved Sponsor as defined in the Migration Act 1958.
- C This Agreement is a Special Program Agreement that authorises the Special Program Provider, as an approved Sponsor, to invite Participants from the specified Source Countries, as holders of Temporary Activity (subclass 408) visas, to participate in an approved Special Program under Schedule 2 clause 408.228(5)(a)(ii) of the Migration Regulations 1994.
- D This Agreement sets out the terms, conditions, procedures and obligations which the Special Program Provider, as an approved Sponsor, must comply with in order to sponsor Participants, from specified Source Countries, for the specified Special Program.
- E The Special Program is a cultural enrichment and community benefit program for the purposes of enhancing international relations and cultural exchange, and providing benefits to Australian communities.

1. COMMENCEMENT DATE AND EFFECTIVE DATE

- 1.1. This Agreement commences on the date the Secretary signs the Agreement ('Commencement Date').
- 1.2. This Agreement is effective from either:
 - (a) the day the Special Program Provider becomes an approved Sponsor, as defined in the Migration Act; or
 - (b) if the Special Program Provider is already a Sponsor, the day the Secretary signs the Agreement ('Effective Date').

Initials: s. 22(1)(a)(ii)

2. DEFINITIONS

2.1. In this Agreement:

| | |
|---|--|
| Address | means a Party's address set out in Schedule 1, Item 3 of this Agreement. |
| Agreement | means this Special Program Agreement, any schedules, attachments and any document incorporated into this Special Program Agreement by reference. |
| Commencement Date | means the date specified in Clause 1.1 of this Agreement. |
| Department | means the Department of Home Affairs. |
| Dependant | includes any family member who has been included in the Participant's visa application, as a Secondary Sponsored Person, and whose stay in Australia has been agreed to by the Special Program Provider. |
| Effective Date | means the date specified in Clause 1.2 of this Agreement. |
| Migration Act | means the <i>Migration Act 1958</i> , as varied from time to time. |
| Migration Regulations | means the <i>Migration Regulations 1994</i> made under the <i>Migration Act 1958</i> , as varied from time to time. |
| Participant | means a person who will apply for, has applied for, or has been granted a Temporary Activity (subclass 408) visa to participate in an approved Special Program. |
| Party | means a signatory to this Agreement. |
| Primary Sponsored Person | means the primary visa holder, in relation to this Agreement, as defined in the Migration Regulations. |
| Privacy Act | means the <i>Privacy Act 1988</i> , as varied from time to time. |
| Secondary Sponsored Person | means an eligible Dependant of the Primary Sponsored Person. |
| Source Country | means a country or countries specified in Schedule 2, Item 1 of this Agreement. |
| Special Program | means a Program that has been approved by the Department for the purposes of cultural enrichment, community benefit or youth exchange. |
| Temporary Activity (subclass 408) visa | means the visa which may be granted to a person for the purposes of participation in a Special Program. |
| Special Program Provider | means an organisation that is a Party to this Agreement, subject to the organisation becoming an approved Sponsor. |
| Sponsor | means an organisation that has been approved as a Temporary Activities Sponsor under the Migration Act and who is a Party to this Agreement as a Special Program Provider. |

s. 22(1)(a)(ii)

Initials: [REDACTED]

3. INTERPRETATION

- 3.1. Unless the context indicates a contrary intention, words and phrases in this Agreement have the same meanings attributed to them in the Migration Act and the Migration Regulations.
- 3.2. In the event of any inconsistency between this Agreement and the Migration Act and the Migration Regulations, the Migration Act and the Migration Regulations will prevail.
- 3.3. In this Agreement, unless the contrary intention appears:
 - (a) words importing a gender include any other gender;
 - (b) words in the singular include the plural and words in the plural include the singular;
 - (c) clause headings are for convenient reference only and have no effect in the interpretation of this Agreement;
 - (d) words importing a person include a partnership and a body, whether corporate or otherwise;
 - (e) a reference to dollars is in Australian dollars;
 - (f) reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provisions;
 - (g) if any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
 - (h) any schedules and attachments to this Agreement form part of this Agreement as the case may be; and
 - (i) reference to a clause, paragraph, attachment or schedule is to a clause or paragraph of, or attachment, or schedule to this Agreement as the context requires, including as amended or replaced from time to time by agreement in writing between the parties.

4. PERIOD

- 4.1. This Agreement commences on the Commencement Date.
- 4.2. Unless terminated earlier in accordance with Clause 15 of this Agreement, the period of this Agreement will be the time specified in Schedule 1, Item 4.
- 4.3. If no such time is specified in Schedule 1, Item 4, the period of this Agreement will be three (3) years from the Commencement Date, unless terminated earlier in accordance with Clause 15 of this Agreement.

5. TERMS AND CONDITIONS

- 5.1. By signing this Agreement, the Special Program Provider acknowledges that the description of the Special Program in Schedule 2 of this Agreement forms part of the terms and conditions of the Program, and as such agrees that the description is accurate and will form part of the assessment of any visa applicants under this Program.

Initials: 

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5.2. The Special Program Provider agrees to the following additional terms and conditions for approval as an organisation under the Temporary Activity (subclass 408) visa and understands that:

- (a) the Special Program ceiling identified in Schedule 2, Item 1 is not binding on the Department;
- (b) each visa application made by a Participant under this Program will be assessed on its merits against the Migration Regulations. Persons sponsored by the Special Program Provider will only be granted a Temporary Activity (subclass 408) visa if they satisfy the criteria for the grant of that visa in Schedule 2 clause 408 of the Migration Regulations, and the grant of the visa is not prevented by the Migration Act;
- (c) to the extent permitted by the Privacy Act and other applicable Commonwealth legislation, the Department may consult with, and disclose information about Participants and the Special Program Provider to other government departments and agencies to assist in assessing the Temporary Activity (subclass 408) visa applications of the Participants and to ensure that Australian law is complied with in relation to any aspect of the Temporary Activity (subclass 408) visa, or for any other purpose;
- (d) the Department may undertake further integrity checking, including that of the Special Program Provider, when considering Temporary Activity (subclass 408) visa applications made in relation to this Special Program; and
- (e) the Participants invited for the Special Program may be required to provide further supporting documentation, as required, during visa processing.

6. SPONSORING PARTICIPANTS

6.1. The Special Program Provider will invite the Participants by sending a letter of invitation to the Participants as specified in Schedule 2, Item 3 of this Agreement.

6.2. The Special Program Provider may sponsor Participants:

- (a) who seek to be granted a Temporary Activity (subclass 408) visa in relation to:
 - i. the approved Special Program as specified in Schedule 2, Item 1 of this Agreement; and
 - ii. the type of activities to be carried out by Participants as specified in Schedule 2, Item 1 of this Agreement;
- (b) who satisfy the eligibility criteria and assessments as specified in Schedule 2, Item 2 of this Agreement;
- (c) in relation to whom the invitation mentioned in Clause 6.1 would not cause the Special Program Provider to exceed the number of Participants that the Special Program Provider is approved to invite in Schedule 2, Item 1 of this Agreement; and
- (d) from countries specified as Source Countries in Schedule 2, Item 1 of this Agreement.

6.3. If a limitation in the type of Program, work or activity is specified in Schedule 2, Item 1 of this Agreement, the Special Program Provider may only sponsor for those Program, work or activity types.

Initials: s. 22(1)(a)(ii)

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7. EXCLUDED PERSONS

7.1. The following overseas persons are excluded from this Special Program:

- (a) unemployed persons (that is, persons who are not currently undertaking any work, study or training);
- (b) people seeking to use the Special Program as a quasi working holiday, as reasonably determined by the Department;
- (c) people who would be eligible for another visa subclass to undertake the same activity; and
- (d) people seeking to use the Special Program as a pathway to apply for another visa to extend their stay in Australia, as reasonably determined by the Department.

8. SPONSOR OBLIGATIONS

8.1. The Special Program Provider must satisfy its sponsorship obligations in the Migration Regulations including the following obligations:

- (a) the obligation to cooperate with inspectors, as specified under regulation 2.78 of the Migration Regulations;
- (b) the obligation to pay reasonable and necessary travel costs to enable the Primary Sponsored Person or a Secondary Sponsored Person to leave Australia as specified under regulation 2.80 of the Migration Regulations;
- (c) the obligation to pay costs incurred by the Commonwealth to locate and remove an unlawful non-citizen, as specified under regulation 2.81 of the Migration Regulations;
- (d) the obligation to keep records, as specified under regulation 2.82 of the Migration Regulations;
- (e) the obligation to provide records and information to the Commonwealth, as specified under regulation 2.83 of the Migration Regulations;
- (f) the obligation to provide information to the Commonwealth when certain events occur, as specified under regulation 2.84 of the Migration Regulations;
- (g) the obligation to secure an offer of a reasonable standard of accommodation, as specified under regulation 2.85 of the Migration Regulations;
- (h) the obligation to ensure that the Primary Sponsored Person works or participates in the activity in relation to which the visa was granted, as specified under regulation 2.86A of the Migration Regulations; and
- (i) the obligation not to recover, transfer or take actions that would result in another person paying for certain costs, as specified under regulation 2.87 of the Migration Regulations.

8.2. The Special Program Provider must satisfy other responsibilities as specified in Clause 9 of this Agreement, which are additional responsibilities to the sponsorship obligations in the Migration Regulations as varied and the responsibilities specified in Schedule 2, Item 4 of this Agreement.

8.3. The Migration Regulations may be amended from time to time and the Special Program Provider must comply with its obligations under any amended Migration Regulations.

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- 8.4. The Special Program Provider must comply with any obligation imposed on it by the Migration Act.
- 8.5. The obligations referred to in Clause 8.1 apply in accordance with the Migration Act and the Migration Regulations.

9. FURTHER SPECIAL PROGRAM PROVIDER RESPONSIBILITIES

- 9.1. The Special Program Provider must provide evidence, which the Participant is to submit with the Temporary Activity (subclass 408) visa application, that the Special Program Provider has agreed in writing to sponsor the Participant in relation to the Special Program. The evidence in writing may be in the form of a letter of invitation, including information in accordance with Schedule 2, Item 3 of this Agreement, provided by the Special Program Provider to the Participant.
- 9.2. The Special Program Provider must:
- (a) to the extent possible, engage persons who have a genuine intention to participate in this Special Program and to return to their home country upon the cessation of their Temporary Activity (subclass 408) visa;
 - (b) inform the Department of the screening and assessment methods the Special Program Provider uses to select Participants;
 - (c) encourage and, where possible, assist Participants to comply with the conditions of their Temporary Activity (subclass 408) visa; and
 - (d) advise the Department as soon as they become aware that a Participant has breached one or more of the conditions of their Temporary Activity (subclass 408) visa.
- 9.3. The Special Program Provider has the responsibility to ensure that Participants do not engage in the activities of the approved Special Program prior to the Temporary Activity (subclass 408) visa being granted unless they have a visa that allows them to undertake such activities.
- 9.4. The Special Program Provider must:
- (a) work with the Department on any compliance or other visa-related issues that may arise in relation to the Special Program;
 - (b) not imply in any advertising or promotional material or letter of invitation that the Department, any other government agency or the Australian Government has endorsed the service, business, product or conduct of the Special Program Provider other than its capacity to invite Participants under the Special Program; and
 - (c) not imply in any advertising or promotional material or letter of invitation that the Special Program Provider represents the Department, any other government agency or the Australian Government, or that it has a special relationship with Department, any other government agency or the Australian Government beyond its status as a Special Program Provider under the Special Program.
- 9.5. The responsibilities referred to in this Clause 9 continue for the life of this Agreement and for the period that any Participants are onshore and hold a Temporary Activity (subclass 408) visa.

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10. MONITORING

- 10.1. The Department may, from time to time, audit the Special Program Provider's performance of its obligations in this Agreement and the Special Program Provider must cooperate with the Department for the purpose of such audits.
- 10.2. The Special Program Provider may be required to provide an annual written monitoring report to the Department, covering the financial year period and submitted by 31 July, in a template to be provided by the Department.

11. PRE-CONTRACTUAL REPRESENTATIONS

- 11.1. The Special Program Provider warrants that information supplied to the Department with respect to the Special Program Provider, being a fit and proper person or organisation to enter into this Agreement and upon which the Department relied, was true and correct.

12. VARIATION OF THIS AGREEMENT

- 12.1. This Agreement may be varied by either party giving notice in writing to the other party of the proposed variation, and the other party indicating their agreement to the proposed variation in writing.
- 12.2. The Secretary will terminate this Agreement and enter into a new agreement with the Special Program Provider to give effect to any variation.
- 12.3. No variation of this Agreement is binding otherwise than in accordance with Clause 12.1 and Clause 12.2.

13. ASSIGNMENT AND NOVATION

- 13.1. The Special Program Provider will not assign, in whole or in part, its rights or obligations under this Agreement without the prior written approval of the Department.
- 13.2. The Special Program Provider will not consult with any other person or body for the purposes of entering into an arrangement which will require novation of the Agreement without first consulting the Department.

14. NOTICES

- 14.1. Any notice, request or other communication to be given or served pursuant to this Agreement must be in writing.

15. TERMINATION

- 15.1. If the Special Program Provider fails to perform any obligation or responsibility under this Agreement, the Secretary may, if it considers that the failure is:
 - (a) not capable of remedy, by written notice, terminate this Agreement immediately; or
 - (b) capable of remedy, by written notice, require that the failure be remedied within the time specified in the notice and, if not remedied within that time, may terminate this Agreement immediately by giving a second notice.

Initials: 

s. 22(1)(a)(ii)

- 15.2. The Secretary may also, by written notice, terminate this Agreement immediately (but without prejudice to any prior right of action or remedy which either Party has or may have) if the Special Program Provider:
- (a) being a corporation, comes under one of the forms of external administration referred to in chapter 5 of the Corporations Act 2001, or an order has been made for the purpose of placing the corporation under external administration; or
 - (b) being an individual, becomes bankrupt or enters into a scheme of arrangement with creditors.
- 15.3. Notwithstanding any other clause in this Agreement, the Secretary may at any time, by written notice, terminate this Agreement.
- 15.4. The Special Program Provider, the Primary Sponsored Person or their Dependents, are not entitled to any compensation or payments as a result of the Secretary terminating this Agreement.
- 15.5. This Agreement will terminate immediately if the Special Program Provider's approval as a Sponsor expires, is barred, or is cancelled under the Migration Act, or if the approved Special Program ceases to operate, or changes such that it is beyond the scope of this Agreement.

16. SPONSORSHIP OBLIGATIONS AFTER TERMINATION OR EXPIRATION

- 16.1. At the date of termination or expiration of this Agreement, the Special Program Provider's sponsorship responsibilities in Clause 9 of this Agreement will continue until all Participants in the Special Program:
- (a) have departed Australia and their Temporary Activity (subclass 408) visa has ceased; or
 - (b) have obtained another visa which permits the Participant to remain in Australia;
- unless otherwise advised by the Department.
- 16.2. At the date of termination or expiration of this Agreement, the Special Program Provider's sponsorship obligations under the Migration Act and the Migration Regulations will continue to apply in accordance with the Migration Act and the Migration Regulations.

Initials:  s. 22(1)(a)(ii)

SIGNED as a DEED for and on behalf of the
SECRETARY OF THE DEPARTMENT
OF HOME AFFAIRS on:

30 / 4 / 2018

by: s. 22(1)(a)(ii)

in the presence of s. 22(1)(a)(ii)

Signature

Signature of witness

[Name]

[Name]

[Position]

DIRECTOR

[Position]

PUBLIC SERVANT

Delegate of the Secretary of the Department of Home Affairs

SIGNED as a DEED for and on behalf of s. 22(1)(a)(ii)
s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

Signature of Director/Company
Secretary
(Please delete as applicable)

Signature of Director/Company
Secretary
(Please delete as applicable)

s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

Name of Director/Company Secretary
(Please print)

Name of Director/Company Secretary
(Please print)

16 / 04 / 2018
Date

16 / 4 / 2018
Date

¹ Unless the Program Provider is a sole Director who is also the Organisation's Secretary, at least two Directors or a Director and a Secretary must sign the Special Program Agreement. All signatures must be witnessed on the next page.

Initials:

s. 22(1)(a)(ii)

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in the presence of:

s. 22(1)(a)(ii)

Signature of witness

s. 22(1)(a)(ii)

Name of witness (print)

ASSISTANT PROPERTY MANAGER
Occupation/Profession of witness

16 / 04 / 2018
Date

in the presence of:

s. 22(1)(a)(ii)

Signature of witness

s. 22(1)(a)(ii)

Name of witness (print)

CATERING MANAGER
Occupation/Profession of witness

18 / 04 / 2018
Date

Initials:

s. 22(1)(a)(ii)

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Schedule 1 Details of Parties and Period of Agreement

| Item 1 | The Secretary's Particulars |
|---|--|
| Any questions relating to this Agreement should be directed to: | |
| Contact officer | Director, Temporary Specialist Visas Section |
| Mailing Address | Department of Home Affairs P.O. Box 25 BELCONNEN ACT 2616 Australia |
| Street Address | Department of Home Affairs 6 Chan Street BELCONNEN ACT 2617 Australia |
| Email Address | specialist.entry@homeaffairs.gov.au |
| Any questions about an application to become an approved Sponsor, or an application for a Temporary Activity (subclass 408) visa lodged by a Participant, should be addressed to the Department's Hobart office. The contact details for the Hobart office are: | |
| Mailing Address | Specialist Temporary Entry Centre – Tasmania Department of Home Affairs GPO Box 794 Hobart TAS 7001 Australia |
| Street Address | Specialist Temporary Entry Centre – Tasmania Department of Home Affairs Ground Floor 188 Collins Street Hobart TAS 7000 Australia |
| Email Address | 408@homeaffairs.gov.au |
| <u>NOTE:</u> | The Department's offices at Australian Missions are not involved in the processing of Temporary Activity (subclass 408) visa applications and are not usually able to assist with enquiries about those visa applications. The Special Program Provider must not encourage any person to approach Australian Missions in the Source Countries. |
| Item 2 | The Special Program Provider |
| Legal registered name of organisation | s. 22(1)(a)(ii) |
| ABN | s. 22(1)(a)(ii) |
| Business structure | Australian Public Company |
| Date established | 1972 |
| Industry/Sector | Religious Education |

Initials: s. 22(1)(a)(ii)

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| Main activity | s. 22(1)(a)(ii) is a community-based not-for-profit organisation which has been operating as a short term bible school and conference centre since 1972 in the Southern Highlands of NSW. It is has no direct denominational affiliation but is part of an international network of Christian centres that offer non-vocational Christian training and experience for young people. |
| Item 3 | The Special Program Provider's Particulars |
| Contact Person | s. 22(1)(a)(ii) |
| Position of contact Person | Office Manager |
| Mailing Address | s. 22(1)(a)(ii) |
| Street Address | |
| Phone (Work) | |
| Email Address | |
| Website | |
| Item 4 | Commencement and Period |
| Commencement Date | The date specified in Clause 1.1. |
| Effective Date | The date specified in Clause 1.2. |
| Cease Date | 10 April 2021 |

Initials: s. 22(1)(a)(ii)

Schedule 2 The Special Program


| Item 1 | The Approved Special Program |
|---|--|
| Program under Reg 408.228(5)(a)(ii) | Cultural Enrichment and Community Benefits Program |
| Program name | s. 47G(1)(a) |
| Purpose of Program | |
| Type of activities undertaken by Participants | |

Initials: s. 22(1)(a)(ii)

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| | s. 47G(1)(a) |
| Placement | |
| Remuneration | |

Initials: 

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| Special Program ceiling | <ul style="list-style-type: none"> The Special Program Provider is approved to invite up to one hundred (100) Participants, not including any Dependants, per financial year (1 July to 30 June). If the Special Program Provider wishes to increase their annual ceiling, they must request an increase in writing to the Secretary's delegate or contact person, as specified in Schedule 1, Item 1 of this Agreement, providing detailed reasons for the proposed amendment. Any increase is subject to the agreement of the Secretary's delegate or contact person. |
| Length of stay | <ul style="list-style-type: none"> The visa period for Participants, including settling in or arranging departure, must not be less than three (3) months or greater than twelve (12) months. Participants seeking a longer stay should seek a visa in accordance with their proposed activities in Australia, for example tourism or work. If the Participant will be arriving before the start of the Special Program, written confirmation of all timeframes and dates must be provided to the Department, as well as an acknowledgement that the Special Program Provider's obligations in relation to the Participant will apply in accordance with Migration Act, the Migration Regulations and this Agreement. |
| Source Countries | All countries |
| Item 2 | The Participant |
| <u>Eligibility criteria</u> | To enable the Participants to fully experience the cultural and social benefits of the Special Program, the Special Program Provider will ensure that all Participants meet the following criteria: |
| Age | at least 18 years at the time a Temporary Activity (subclass 408) visa application is lodged |
| English language | <p>All Participants must have achieved, in the two years prior to visa application, proficiency in English to the International English Language Test (IELTS) level 4.5 or equivalent Test of English as a Foreign Language (TOEFL), Occupational English Test (OET) or Pearson Test of English (PTE) results. A Participant is not required to undertake English language testing if:</p> <ul style="list-style-type: none"> (a) he/she holds a passport from Canada, New Zealand, the Republic of Ireland, the United Kingdom or the United States of America; or (b) he/she has completed a minimum of five years of full-time study in a secondary and/or higher education institution where the instruction was delivered in English. |
| Program-specific eligibility criteria | <p>Participants must also:</p> <p>s. 47G(1)(a)</p> |

Initials: _____

s. 22(1)(a)(ii)

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| | s. 47G(1)(a) |
| Assessments | |
| Item 3 | Invitation Process |
| Letter of invitation | <p>The Special Program Provider will invite the Participants by sending them a letter of invitation to be submitted with their visa application. The letter must include the following information:</p> <ul style="list-style-type: none"> (a) the name of the approved Special Program; (b) details of the activities of the Special Program; (c) the length of proposed stay in Australia – including any periods of settling in/arranging for departure that are included in the duration of the Special Program; (d) report on the assessment of Participants against the assessment criteria, including clearly defining the experience of the Participant in relation to performing their duties as part of the Special Program; (e) the name, address and telephone number of the place where the Participant will undertake activities in Australia, if different from the address of the Special Program Provider; (f) the details of all duties/activities to be performed by the Participant; (g) any proposed training to be undertaken; |

Initials: _____

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| | <p>(h) any wage/salary, stipend or allowances that will be paid;</p> <p>(i) any cost that the Participant will incur during their stay, for example transport and/or accommodation;</p> <p>(j) the arrangements which are in place for the Participant's support and general welfare during their stay in Australia; and</p> <p>(k) whether the Participant is allowed to have any accompanying Dependents.</p> |
| Item 4 | Maintenance Arrangements |
| | <ul style="list-style-type: none"> Once a Participant has been granted a Temporary Activity (subclass 408) visa and commenced the Special Program in Australia, the Special Program Provider must: <ul style="list-style-type: none"> (a) provide the Participant with a 24 hour per day, seven day per week contact telephone number for the Special Program Provider; (b) monitor the progress and well-being of the Participant on a regular basis; and (c) where work is part of the approved Special Program, ensure that Participants receive their entitlements in accordance with Australia's industrial relations laws. The Special Program Provider must ensure that adequate arrangements are in place for the welfare of Participants by continuing to be satisfied that Participants have adequate means to support themselves during their stay in Australia. Other responsibilities and costs to be met by the Special Program Provider: <p>s. 47G(1)(a)</p> |

Initials: [REDACTED]

s. 22(1)(a)(ii)

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HOME AFFAIRS
ACT
28 JUN 2010



**Australian Government
Department of Home Affairs**

SPECIAL PROGRAM AGREEMENT

BETWEEN

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AND

s. 22(1)(a)(ii)

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Parties

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AND

s. 22(1)(a)(ii) (the 'Special Program Provider') of s. 22(1)(a)(ii)

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s. 22(1)(a)(ii)

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| Special Program | means a Program that has been approved by the Department for the purposes of cultural enrichment, community benefit or youth exchange. |
| Temporary Activity (subclass 408) visa | means the visa which may be granted to a person for the purposes of participation in a Special Program. |
| Special Program Provider | means an organisation that is a Party to this Agreement, subject to the organisation becoming an approved Sponsor. |
| Sponsor | means an organisation that has been approved as a Temporary Activities Sponsor under the Migration Act and who is a Party to this Agreement as a Special Program Provider. |

s. 22(1)(a)(ii)

Initials

3

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3. INTERPRETATION

- 3.1. Unless the context indicates a contrary intention, words and phrases in this Agreement have the same meanings attributed to them in the Migration Act and the Migration Regulations.
- 3.2. In the event of any inconsistency between this Agreement and the Migration Act and the Migration Regulations, the Migration Act and the Migration Regulations will prevail.
- 3.3. In this Agreement, unless the contrary intention appears:
 - (a) words importing a gender include any other gender;
 - (b) words in the singular include the plural and words in the plural include the singular;
 - (c) clause headings are for convenient reference only and have no effect in the interpretation of this Agreement;
 - (d) words importing a person include a partnership and a body, whether corporate or otherwise;
 - (e) a reference to dollars is in Australian dollars;
 - (f) reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provisions;
 - (g) if any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
 - (h) any schedules and attachments to this Agreement form part of this Agreement as the case may be; and
 - (i) reference to a clause, paragraph, attachment or schedule is to a clause or paragraph of, or attachment, or schedule to this Agreement as the context requires, including as amended or replaced from time to time by agreement in writing between the parties.

4. PERIOD

- 4.1. This Agreement commences on the Commencement Date.
- 4.2. Unless terminated earlier in accordance with Clause 15 of this Agreement, the period of this Agreement will be the time specified in Schedule 1, Item 4.
- 4.3. If no such time is specified in Schedule 1, Item 4, the period of this Agreement will be three (3) years from the Commencement Date, unless terminated earlier in accordance with Clause 15 of this Agreement.

5. TERMS AND CONDITIONS

- 5.1. By signing this Agreement, the Special Program Provider acknowledges that the description of the Special Program in Schedule 2 of this Agreement forms part of the terms and conditions of the Program, and as such agrees that the description is accurate and will form part of the assessment of any visa applicants under this Program.

Initials

s. 22(1)(a)(ii)

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5.2. The Special Program Provider agrees to the following additional terms and conditions for approval as an organisation under the Temporary Activity (subclass 408) visa and understands that:

- (a) the Special Program ceiling identified in Schedule 2, Item 1 is not binding on the Department;
- (b) each visa application made by a Participant under this Program will be assessed on its merits against the Migration Regulations. Persons sponsored by the Special Program Provider will only be granted a Temporary Activity (subclass 408) visa if they satisfy the criteria for the grant of that visa in Schedule 2 clause 408 of the Migration Regulations, and the grant of the visa is not prevented by the Migration Act;
- (c) to the extent permitted by the Privacy Act and other applicable Commonwealth legislation, the Department may consult with, and disclose information about Participants and the Special Program Provider to other government departments and agencies to assist in assessing the Temporary Activity (subclass 408) visa applications of the Participants and to ensure that Australian law is complied with in relation to any aspect of the Temporary Activity (subclass 408) visa, or for any other purpose;
- (d) the Department may undertake further integrity checking, including that of the Special Program Provider, when considering Temporary Activity (subclass 408) visa applications made in relation to this Special Program; and
- (e) the Participants invited for the Special Program may be required to provide further supporting documentation, as required, during visa processing.

6. SPONSORING PARTICIPANTS

6.1. The Special Program Provider will invite the Participants by sending a letter of invitation to the Participants as specified in Schedule 2, Item 3 of this Agreement.

6.2. The Special Program Provider may sponsor Participants:

- (a) who seek to be granted a Temporary Activity (subclass 408) visa in relation to:
 - i. the approved Special Program as specified in Schedule 2, Item 1 of this Agreement; and
 - ii. the type of activities to be carried out by Participants as specified in Schedule 2, Item 1 of this Agreement;
- (b) who satisfy the eligibility criteria and assessments as specified in Schedule 2, Item 2 of this Agreement;
- (c) in relation to whom the invitation mentioned in Clause 6.1 would not cause the Special Program Provider to exceed the number of Participants that the Special Program Provider is approved to invite in Schedule 2, Item 1 of this Agreement; and
- (d) from countries specified as Source Countries in Schedule 2, Item 1 of this Agreement.

6.3. If a limitation in the type of Program, work or activity is specified in Schedule 2, Item 1 of this Agreement, the Special Program Provider may only sponsor for those Program, work or activity types.

Initials

s. 22(1)(a)(ii)

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7. EXCLUDED PERSONS

7.1. The following overseas persons are excluded from this Special Program:

- (a) unemployed persons (that is, persons who are not currently undertaking any work, study or training);
- (b) people seeking to use the Special Program as a quasi working holiday, as reasonably determined by the Department;
- (c) people who would be eligible for another visa subclass to undertake the same activity; and
- (d) people seeking to use the Special Program as a pathway to apply for another visa to extend their stay in Australia, as reasonably determined by the Department.

8. SPONSOR OBLIGATIONS

8.1. The Special Program Provider must satisfy its sponsorship obligations in the Migration Regulations including the following obligations:

- (a) the obligation to cooperate with inspectors, as specified under regulation 2.78 of the Migration Regulations;
- (b) the obligation to pay reasonable and necessary travel costs to enable the Primary Sponsored Person or a Secondary Sponsored Person to leave Australia as specified under regulation 2.80 of the Migration Regulations;
- (c) the obligation to pay costs incurred by the Commonwealth to locate and remove an unlawful non-citizen, as specified under regulation 2.81 of the Migration Regulations;
- (d) the obligation to keep records, as specified under regulation 2.82 of the Migration Regulations;
- (e) the obligation to provide records and information to the Commonwealth, as specified under regulation 2.83 of the Migration Regulations;
- (f) the obligation to provide information to the Commonwealth when certain events occur, as specified under regulation 2.84 of the Migration Regulations;
- (g) the obligation to secure an offer of a reasonable standard of accommodation, as specified under regulation 2.85 of the Migration Regulations;
- (h) the obligation to ensure that the Primary Sponsored Person works or participates in the activity in relation to which the visa was granted, as specified under regulation 2.86A of the Migration Regulations; and
- (i) the obligation not to recover, transfer or take actions that would result in another person paying for certain costs, as specified under regulation 2.87 of the Migration Regulations.

8.2. The Special Program Provider must satisfy other responsibilities as specified in Clause 9 of this Agreement, which are additional responsibilities to the sponsorship obligations in the Migration Regulations as varied and the responsibilities specified in Schedule 2, Item 4 of this Agreement.

8.3. The Migration Regulations may be amended from time to time and the Special Program Provider must comply with its obligations under any amended Migration Regulations.

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Initials

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- 8.4. The Special Program Provider must comply with any obligation imposed on it by the Migration Act.
- 8.5. The obligations referred to in Clause 8.1 apply in accordance with the Migration Act and the Migration Regulations.

9. FURTHER SPECIAL PROGRAM PROVIDER RESPONSIBILITIES

- 9.1. The Special Program Provider must provide evidence, which the Participant is to submit with the Temporary Activity (subclass 408) visa application, that the Special Program Provider has agreed in writing to sponsor the Participant in relation to the Special Program. The evidence in writing may be in the form of a letter of invitation, including information in accordance with Schedule 2, Item 3 of this Agreement, provided by the Special Program Provider to the Participant.
- 9.2. The Special Program Provider must:
- (a) to the extent possible, engage persons who have a genuine intention to participate in this Special Program and to return to their home country upon the cessation of their Temporary Activity (subclass 408) visa;
 - (b) inform the Department of the screening and assessment methods the Special Program Provider uses to select Participants;
 - (c) encourage and, where possible, assist Participants to comply with the conditions of their Temporary Activity (subclass 408) visa; and
 - (d) advise the Department as soon as they become aware that a Participant has breached one or more of the conditions of their Temporary Activity (subclass 408) visa.
- 9.3. The Special Program Provider has the responsibility to ensure that Participants do not engage in the activities of the approved Special Program prior to the Temporary Activity (subclass 408) visa being granted unless they have a visa that allows them to undertake such activities.
- 9.4. The Special Program Provider must:
- (a) work with the Department on any compliance or other visa-related issues that may arise in relation to the Special Program;
 - (b) not imply in any advertising or promotional material or letter of invitation that the Department, any other government agency or the Australian Government has endorsed the service, business, product or conduct of the Special Program Provider other than its capacity to invite Participants under the Special Program; and
 - (c) not imply in any advertising or promotional material or letter of invitation that the Special Program Provider represents the Department, any other government agency or the Australian Government, or that it has a special relationship with Department, any other government agency or the Australian Government beyond its status as a Special Program Provider under the Special Program.
- 9.5. The responsibilities referred to in this Clause 9 continue for the life of this Agreement and for the period that any Participants are onshore and hold a Temporary Activity (subclass 408) visa.

Initials

s. 22(1)(a)(ii)

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10. MONITORING

- 10.1. The Department may, from time to time, audit the Special Program Provider's performance of its obligations in this Agreement and the Special Program Provider must cooperate with the Department for the purpose of such audits.
- 10.2. The Special Program Provider may be required to provide an annual written monitoring report to the Department, covering the financial year period and submitted by 31 July, in a template to be provided by the Department.

11. PRE-CONTRACTUAL REPRESENTATIONS

- 11.1. The Special Program Provider warrants that information supplied to the Department with respect to the Special Program Provider, being a fit and proper person or organisation to enter into this Agreement and upon which the Department relied, was true and correct.

12. VARIATION OF THIS AGREEMENT

- 12.1. This Agreement may be varied by either party giving notice in writing to the other party of the proposed variation, and the other party indicating their agreement to the proposed variation in writing.
- 12.2. The Secretary will terminate this Agreement and enter into a new agreement with the Special Program Provider to give effect to any variation.
- 12.3. No variation of this Agreement is binding otherwise than in accordance with Clause 12.1 and Clause 12.2.

13. ASSIGNMENT AND NOVATION

- 13.1. The Special Program Provider will not assign, in whole or in part, its rights or obligations under this Agreement without the prior written approval of the Department.
- 13.2. The Special Program Provider will not consult with any other person or body for the purposes of entering into an arrangement which will require novation of the Agreement without first consulting the Department.

14. NOTICES

- 14.1. Any notice, request or other communication to be given or served pursuant to this Agreement must be in writing.

15. TERMINATION

- 15.1. If the Special Program Provider fails to perform any obligation or responsibility under this Agreement, the Secretary may, if it considers that the failure is:
 - (a) not capable of remedy, by written notice, terminate this Agreement immediately; or
 - (b) capable of remedy, by written notice, require that the failure be remedied within the time specified in the notice and, if not remedied within that time, may terminate this Agreement immediately by giving a second notice.

Initials

s. 22(1)(a)(ii)

- 15.2. The Secretary may also, by written notice, terminate this Agreement immediately (but without prejudice to any prior right of action or remedy which either Party has or may have) if the Special Program Provider:
- (a) being a corporation, comes under one of the forms of external administration referred to in chapter 5 of the Corporations Act 2001, or an order has been made for the purpose of placing the corporation under external administration; or
 - (b) being an individual, becomes bankrupt or enters into a scheme of arrangement with creditors.
- 15.3. Notwithstanding any other clause in this Agreement, the Secretary may at any time, by written notice, terminate this Agreement.
- 15.4. The Special Program Provider, the Primary Sponsored Person or their Dependents, are not entitled to any compensation or payments as a result of the Secretary terminating this Agreement.
- 15.5. This Agreement will terminate immediately if the Special Program Provider's approval as a Sponsor expires, is barred, or is cancelled under the Migration Act, or if the approved Special Program ceases to operate, or changes such that it is beyond the scope of this Agreement.

16. SPONSORSHIP OBLIGATIONS AFTER TERMINATION OR EXPIRATION

- 16.1. At the date of termination or expiration of this Agreement, the Special Program Provider's sponsorship responsibilities in Clause 9 of this Agreement will continue until all Participants in the Special Program:
- (a) have departed Australia and their Temporary Activity (subclass 408) visa has ceased; or
 - (b) have obtained another visa which permits the Participant to remain in Australia;
- unless otherwise advised by the Department.
- 16.2. At the date of termination or expiration of this Agreement, the Special Program Provider's sponsorship obligations under the Migration Act and the Migration Regulations will continue to apply in accordance with the Migration Act and the Migration Regulations.

SIGNED as a DEED for and on behalf of the
SECRETARY OF THE DEPARTMENT
OF HOME AFFAIRS on:

03, 07, 2018

by: s. 22(1)(a)(ii)

in s. 22(1)(a)(ii)

Signature

Signature of witness

[Name] s. 22(1)(a)(ii)

[Name] s. 22(1)(a)(ii)

[Position] DIRECTOR

[Position] PUBLIC SERVANT

Delegate of the Secretary of the Department of Home Affairs

SIGNED as a DEED for and on behalf of s. 22(1)(a)(ii)
s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

Signature of Director/Company
Secretary
(Please delete as applicable)

s. 22(1)(a)(ii)

Signature of Director/Company
Secretary
(Please delete as applicable)

s. 22(1)(a)(ii)

Name of Director/Company Secretary
(Please print)

s. 22(1)(a)(ii)

Name of Director/Company Secretary
(Please print)

27 / 5 / 18
Date

27 / 6 / 2018
Date

¹ Unless the Program Provider is a sole Director who is also the Organisation's Secretary, at least two Directors or a Director and a Secretary must sign the Special Program Agreement. All signatures must be witnessed on the next page.

Initials

s. 22(1)(a)(ii)

in the presence of:

s. 22(1)(a)(ii)

Signature of witness

s. 22(1)(a)(ii)

Name of witness (print)

Registered Nurse
Occupation/Profession of witness

27/06/2018
Date

in the presence of:

s. 22(1)(a)(ii)

Signature of witness

s. 22(1)(a)(ii)

Name of witness (print)

Registered Name
Occupation/Profession of witness

27/06/2018
Date

s. 22(1)(a)(ii)

Initials

s. 22(1)(a)(ii)

Schedule 1 Details of Parties and Period of Agreement

| Item 1 | The Secretary's Particulars |
|---|--|
| Any questions relating to this Agreement should be directed to: | |
| Contact officer | Director, Temporary Specialist Visas Section |
| Mailing Address | Department of Home Affairs P.O. Box 25 BELCONNEN ACT 2616 Australia |
| Street Address | Department of Home Affairs 6 Chan Street BELCONNEN ACT 2617 Australia |
| Email Address | specialist.entry@homeaffairs.gov.au |
| Any questions about an application to become an approved Sponsor, or an application for a Temporary Activity (subclass 408) visa lodged by a Participant, should be addressed to the Department's Hobart office. The contact details for the Hobart office are: | |
| Mailing Address | Specialist Temporary Entry Centre – Tasmania Department of Home Affairs GPO Box 794 HOBART TAS 7001 Australia |
| Street Address | Specialist Temporary Entry Centre – Tasmania Department of Home Affairs Ground Floor 188 Collins Street HOBART TAS 7000 Australia |
| Email Address | 408@homeaffairs.gov.au |
| NOTE: | The Department's offices at Australian Missions are not involved in the processing of Temporary Activity (subclass 408) visa applications and are not usually able to assist with enquiries about those visa applications. The Special Program Provider must not encourage any person to approach Australian Missions in the Source Countries. |
| Item 2 | The Special Program Provider |
| Legal registered name of organisation | s. 22(1)(a)(ii) |
| ABN | s. 22(1)(a)(ii) |
| Business structure | Other Incorporated Entity |
| Date established | 22 October 2010 |
| Industry/Sector | Community Services |

Initials

s. 22(1)(a)(ii)

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| | |
|----------------------------|--|
| Main activity | <ul style="list-style-type: none"> To promote and represent the interests of the community in Victoria; and To enhance and strengthen the cohesiveness of the community as part of Australian society. |
| Item 3 | The Special Program Provider's Particulars |
| Contact Person | s. 22(1)(a)(ii) |
| Position of contact Person | President |
| Mailing Address | s. 22(1)(a)(ii) |
| Street Address | |
| Phone (Work) | |
| Email Address | |
| Item 4 | Commencement and Period |
| Commencement Date | The date specified in Clause 1.1. |
| Effective Date | The date specified in Clause 1.2. |
| Cease Date | 21 June 2021 |

Initials

s. 22(1)(a)(ii)

Schedule 2 The Special Program

| Item 1 | The Approved Special Program |
|---|--|
| Program under Reg 408.228(5)(a)(ii) | Cultural Enrichment and Community Benefits Program |
| Program name | s. 47G(1)(a) |
| Purpose of Program | |
| Type of activities undertaken by Participants | |
| Placement | |
| Stipend | |
| Special Program ceiling | <ul style="list-style-type: none"> The Special Program Provider is approved to invite up to eighteen (18) Participants, not including any Dependents, per financial year (1 July to 30 June). |

Initials

s. 22(1)(a)(ii)

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| | |
|---------------------------------------|---|
| | <ul style="list-style-type: none"> If the Special Program Provider wishes to increase their annual ceiling, they must request an increase in writing to the Secretary's delegate or contact person, as specified in Schedule 1, Item 1 of this Agreement, providing detailed reasons for the proposed amendment. Any increase is subject to the agreement of the Secretary's delegate or contact person. |
| Length of stay | <ul style="list-style-type: none"> The visa period for Participants, including settling in or arranging departure, must not be less than 3 months or greater than 9 months. Participants seeking a longer stay should seek a visa in accordance with their proposed activities in Australia, for example tourism or work. If the Participant will be arriving before the start of the Special Program, written confirmation of all timeframes and dates must be provided to the Department, as well as an acknowledgement that the Special Program Provider's obligations in relation to the Participant will apply in accordance with Migration Act, the Migration Regulations and this Agreement. |
| Source Countries | s. 22(1)(a)(ii) |
| Item 2 | The Participant |
| <u>Eligibility criteria</u> | To enable the Participants to fully experience the cultural and social benefits of the Special Program, the Special Program Provider will ensure that all Participants meet the following criteria: |
| Age | at least 18 years at the time a Temporary Activity (subclass 408) visa application is lodged. |
| English language | <p>All Participants must have achieved, in the 2 years prior to visa application, proficiency in English to the International English Language Test (IELTS) level 4.5 or equivalent Test of English as a Foreign Language (TOEFL), Occupational English Test (OET) or Pearson Test of English (PTE) results. A Participant is not required to undertake English language testing if:</p> <ul style="list-style-type: none"> (a) he/she holds a passport from Canada, New Zealand, the Republic of Ireland, the United Kingdom or the United States of America; or (b) he/she has completed a minimum of 5 years of full-time study in a secondary and/or higher education institution where the instruction was delivered in English. |
| Program-specific eligibility criteria | <p>Participants must also:</p> <p>s. 47G(1)(a)</p> |

Initials:

s. 22(1)(a)(ii)

| | |
|----------------------|---|
| Assessments | s. 47G(1)(a) |
| Item 3 | Invitation Process |
| Letter of invitation | <p>The Special Program Provider will invite the Participants by sending them a letter of invitation to be submitted with their visa application. The letter must include the following information:</p> <ul style="list-style-type: none"> (a) the name of the approved Special Program; (b) details of the activities of the Special Program; (c) the length of proposed stay in Australia – including any periods of settling in/arranging for departure that are included in the duration of the Special Program; (d) report on the assessment of Participants against the assessment criteria, including clearly defining the experience of the Participant in relation to performing their duties as part of the Special Program; (e) the name, address and telephone number of the place where the Participant will undertake activities in Australia, if different from the address of the Special Program Provider; (f) the details of all duties/activities to be performed by the Participant; (g) any proposed training to be undertaken; (h) any wage/salary, stipend or allowances that will be paid; (i) any cost that the Participant will incur during their stay; (j) the arrangements which are in place for the Participant's support and general welfare during their stay in Australia; and (k) whether the Participant is allowed to have any accompanying Dependants. |

Initia

s. 22(1)(a)(ii)

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| Item 4 | Maintenance Arrangements |
|--------|---|
| | <ul style="list-style-type: none"> • Once a Participant has been granted a Temporary Activity (subclass 408) visa and commenced the Special Program in Australia, the Special Program Provider must: <ul style="list-style-type: none"> (a) provide the Participant with a 24 hour per day, 7 day per week contact telephone number for the Special Program Provider; (b) monitor the progress and well-being of the Participant on a regular basis; and (c) where work is part of the approved Special Program, ensure that Participants receive their entitlements in accordance with Australia's industrial relations laws. • The Special Program Provider must ensure that adequate arrangements are in place for the welfare of Participants by continuing to be satisfied that Participants have adequate means to support themselves during their stay in Australia. • Other responsibilities and costs to be met by the Special Program Provider: <p>s. 47G(1)(a)</p> <div style="background-color: #cccccc; height: 200px; width: 100%;"></div> |

s. 22(1)(a)(ii)

Initials

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HOME AFFAIRS
ACT
17 AUG 2013

**Australian Government
Department of Home Affairs**

SPECIAL PROGRAM AGREEMENT

BETWEEN

THE SECRETARY OF THE DEPARTMENT OF HOME AFFAIRS

AND

s. 22(1)(a)(ii)

in relation to a Special Program referred to in Schedule 2 clause 408.228(5)(a)(ii) of the
Migration Regulations 1994 (Cth)

Initials: _____

s. 22(1)(a)(ii)

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SPECIAL PROGRAM AGREEMENT

Parties

THE SECRETARY OF THE DEPARTMENT OF HOME AFFAIRS (the 'Secretary') at 6 Chan Street, BELCONNEN ACT 2617

AND

s. 22(1)(a)(ii) _____ (the 'Special Program Provider') of s. 22(1)(a)(ii) _____

Recitals

- A This Agreement is administered by the Department on behalf of the Secretary.
- B This Agreement is subject to the Special Program Provider becoming an approved Sponsor as defined in the Migration Act 1958.
- C This Agreement is a Special Program Agreement that authorises the Special Program Provider, as an approved Sponsor, to invite Participants from the specified Source Countries, as holders of Temporary Activity (subclass 408) visas, to participate in an approved Special Program under Schedule 2 clause 408.228(5)(a)(ii) of the Migration Regulations 1994.
- D This Agreement sets out the terms, conditions, procedures and obligations which the Special Program Provider, as an approved Sponsor, must comply with in order to sponsor Participants, from specified Source Countries, for the specified Special Program.
- E The Special Program is a cultural enrichment and community benefit program for the purposes of enhancing international relations and cultural exchange, and providing benefits to Australian communities.

1. COMMENCEMENT DATE AND EFFECTIVE DATE

- 1.1. This Agreement commences on the date the Secretary signs the Agreement ('Commencement Date').
- 1.2. This Agreement is effective from either:
 - (a) the day the Special Program Provider becomes an approved Sponsor, as defined in the Migration Act; or
 - (b) if the Special Program Provider is already a Sponsor, the day the Secretary signs the Agreement ('Effective Date').

Initials _____

s. 22(1)(a)(ii)

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2. DEFINITIONS

2.1. In this Agreement:

| | |
|---|--|
| Address | means a Party's address set out in Schedule 1, Item 3 of this Agreement. |
| Agreement | means this Special Program Agreement, any schedules, attachments and any document incorporated into this Special Program Agreement by reference. |
| Commencement Date | means the date specified in Clause 1.1 of this Agreement. |
| Department | means the Department of Home Affairs. |
| Dependant | includes any family member who has been included in the Participant's visa application, as a Secondary Sponsored Person, and whose stay in Australia has been agreed to by the Special Program Provider. |
| Effective Date | means the date specified in Clause 1.2 of this Agreement. |
| Migration Act | means the <i>Migration Act 1958</i> , as varied from time to time. |
| Migration Regulations | means the <i>Migration Regulations 1994</i> made under the <i>Migration Act 1958</i> , as varied from time to time. |
| Participant | means a person who will apply for, has applied for, or has been granted a Temporary Activity (subclass 408) visa to participate in an approved Special Program. |
| Party | means a signatory to this Agreement. |
| Primary Sponsored Person | means the primary visa holder, in relation to this Agreement, as defined in the Migration Regulations. |
| Privacy Act | means the <i>Privacy Act 1988</i> , as varied from time to time. |
| Secondary Sponsored Person | means an eligible Dependant of the Primary Sponsored Person. |
| Source Country | means a country or countries specified in Schedule 2, Item 1 of this Agreement. |
| Special Program | means a Program that has been approved by the Department for the purposes of cultural enrichment, community benefit or youth exchange. |
| Temporary Activity (subclass 408) visa | means the visa which may be granted to a person for the purposes of participation in a Special Program. |
| Special Program Provider | means an organisation that is a Party to this Agreement, subject to the organisation becoming an approved Sponsor. |
| Sponsor | means an organisation that has been approved as a Temporary Activities Sponsor under the Migration Act and who is a Party to this Agreement as a Special Program Provider. |

Initials: _____

s. 22(1)(a)(ii)

3. INTERPRETATION

- 3.1. Unless the context indicates a contrary intention, words and phrases in this Agreement have the same meanings attributed to them in the Migration Act and the Migration Regulations.
- 3.2. In the event of any inconsistency between this Agreement and the Migration Act and the Migration Regulations, the Migration Act and the Migration Regulations will prevail.
- 3.3. In this Agreement, unless the contrary intention appears:
 - (a) words importing a gender include any other gender;
 - (b) words in the singular include the plural and words in the plural include the singular;
 - (c) clause headings are for convenient reference only and have no effect in the interpretation of this Agreement;
 - (d) words importing a person include a partnership and a body, whether corporate or otherwise;
 - (e) a reference to dollars is in Australian dollars;
 - (f) reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provisions;
 - (g) if any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
 - (h) any schedules and attachments to this Agreement form part of this Agreement as the case may be; and
 - (i) reference to a clause, paragraph, attachment or schedule is to a clause or paragraph of, or attachment, or schedule to this Agreement as the context requires, including as amended or replaced from time to time by agreement in writing between the parties.

4. PERIOD

- 4.1. This Agreement commences on the Commencement Date.
- 4.2. Unless terminated earlier in accordance with Clause 15 of this Agreement, the period of this Agreement will be the time specified in Schedule 1, Item 4.
- 4.3. If no such time is specified in Schedule 1, Item 4, the period of this Agreement will be three (3) years from the Commencement Date, unless terminated earlier in accordance with Clause 15 of this Agreement.

5. TERMS AND CONDITIONS

- 5.1. By signing this Agreement, the Special Program Provider acknowledges that the description of the Special Program in Schedule 2 of this Agreement forms part of the terms and conditions of the Program, and as such agrees that the description is accurate and will form part of the assessment of any visa applicants under this Program.

Initials: _____

s. 22(1)(a)(ii)

5.2. The Special Program Provider agrees to the following additional terms and conditions for approval as an organisation under the Temporary Activity (subclass 408) visa and understands that:

- (a) the Special Program ceiling identified in Schedule 2, Item 1 is not binding on the Department;
- (b) each visa application made by a Participant under this Program will be assessed on its merits against the Migration Regulations. Persons sponsored by the Special Program Provider will only be granted a Temporary Activity (subclass 408) visa if they satisfy the criteria for the grant of that visa in Schedule 2 clause 408 of the Migration Regulations, and the grant of the visa is not prevented by the Migration Act;
- (c) to the extent permitted by the Privacy Act and other applicable Commonwealth legislation, the Department may consult with, and disclose information about Participants and the Special Program Provider to other government departments and agencies to assist in assessing the Temporary Activity (subclass 408) visa applications of the Participants and to ensure that Australian law is complied with in relation to any aspect of the Temporary Activity (subclass 408) visa, or for any other purpose;
- (d) the Department may undertake further integrity checking, including that of the Special Program Provider, when considering Temporary Activity (subclass 408) visa applications made in relation to this Special Program; and
- (e) the Participants invited for the Special Program may be required to provide further supporting documentation, as required, during visa processing.

6. SPONSORING PARTICIPANTS

6.1. The Special Program Provider will invite the Participants by sending a letter of invitation to the Participants as specified in Schedule 2, Item 3 of this Agreement.

6.2. The Special Program Provider may sponsor Participants:

- (a) who seek to be granted a Temporary Activity (subclass 408) visa in relation to:
 - i. the approved Special Program as specified in Schedule 2, Item 1 of this Agreement; and
 - ii. the type of activities to be carried out by Participants as specified in Schedule 2, Item 1 of this Agreement;
- (b) who satisfy the eligibility criteria and assessments as specified in Schedule 2, Item 2 of this Agreement;
- (c) in relation to whom the invitation mentioned in Clause 6.1 would not cause the Special Program Provider to exceed the number of Participants that the Special Program Provider is approved to invite in Schedule 2, Item 1 of this Agreement; and
- (d) from countries specified as Source Countries in Schedule 2, Item 1 of this Agreement.

6.3. If a limitation in the type of Program, work or activity is specified in Schedule 2, Item 1 of this Agreement, the Special Program Provider may only sponsor for those Program, work or activity types.

Initials: _____

s. 22(1)(a)(ii)

7. EXCLUDED PERSONS

7.1. The following overseas persons are excluded from this Special Program:

- (a) unemployed persons (that is, persons who are not currently undertaking any work, study or training);
- (b) people seeking to use the Special Program as a quasi working holiday, as reasonably determined by the Department;
- (c) people who would be eligible for another visa subclass to undertake the same activity; and
- (d) people seeking to use the Special Program as a pathway to apply for another visa to extend their stay in Australia, as reasonably determined by the Department.

8. SPONSOR OBLIGATIONS

8.1. The Special Program Provider must satisfy its sponsorship obligations in the Migration Regulations including the following obligations:

- (a) the obligation to cooperate with inspectors, as specified under regulation 2.78 of the Migration Regulations;
- (b) the obligation to pay reasonable and necessary travel costs to enable the Primary Sponsored Person or a Secondary Sponsored Person to leave Australia as specified under regulation 2.80 of the Migration Regulations;
- (c) the obligation to pay costs incurred by the Commonwealth to locate and remove an unlawful non-citizen, as specified under regulation 2.81 of the Migration Regulations;
- (d) the obligation to keep records, as specified under regulation 2.82 of the Migration Regulations;
- (e) the obligation to provide records and information to the Commonwealth, as specified under regulation 2.83 of the Migration Regulations;
- (f) the obligation to provide information to the Commonwealth when certain events occur, as specified under regulation 2.84 of the Migration Regulations;
- (g) the obligation to secure an offer of a reasonable standard of accommodation, as specified under regulation 2.85 of the Migration Regulations;
- (h) the obligation to ensure that the Primary Sponsored Person works or participates in the activity in relation to which the visa was granted, as specified under regulation 2.86A of the Migration Regulations; and
- (i) the obligation not to recover, transfer or take actions that would result in another person paying for certain costs, as specified under regulation 2.87 of the Migration Regulations.

8.2. The Special Program Provider must satisfy other responsibilities as specified in Clause 9 of this Agreement, which are additional responsibilities to the sponsorship obligations in the Migration Regulations as varied and the responsibilities specified in Schedule 2, Item 4 of this Agreement.

8.3. The Migration Regulations may be amended from time to time and the Special Program Provider must comply with its obligations under any amended Migration Regulations.

Initials: _____

s. 22(1)(a)(ii)

- 8.4. The Special Program Provider must comply with any obligation imposed on it by the Migration Act.
- 8.5. The obligations referred to in Clause 8.1 apply in accordance with the Migration Act and the Migration Regulations.

9. FURTHER SPECIAL PROGRAM PROVIDER RESPONSIBILITIES

- 9.1. The Special Program Provider must provide evidence, which the Participant is to submit with the Temporary Activity (subclass 408) visa application, that the Special Program Provider has agreed in writing to sponsor the Participant in relation to the Special Program. The evidence in writing may be in the form of a letter of invitation, including information in accordance with Schedule 2, Item 3 of this Agreement, provided by the Special Program Provider to the Participant.
- 9.2. The Special Program Provider must:
- (a) to the extent possible, engage persons who have a genuine intention to participate in this Special Program and to return to their home country upon the cessation of their Temporary Activity (subclass 408) visa;
 - (b) inform the Department of the screening and assessment methods the Special Program Provider uses to select Participants;
 - (c) encourage and, where possible, assist Participants to comply with the conditions of their Temporary Activity (subclass 408) visa; and
 - (d) advise the Department as soon as they become aware that a Participant has breached one or more of the conditions of their Temporary Activity (subclass 408) visa.
- 9.3. The Special Program Provider has the responsibility to ensure that Participants do not engage in the activities of the approved Special Program prior to the Temporary Activity (subclass 408) visa being granted unless they have a visa that allows them to undertake such activities.
- 9.4. The Special Program Provider must:
- (a) work with the Department on any compliance or other visa-related issues that may arise in relation to the Special Program;
 - (b) not imply in any advertising or promotional material or letter of invitation that the Department, any other government agency or the Australian Government has endorsed the service, business, product or conduct of the Special Program Provider other than its capacity to invite Participants under the Special Program; and
 - (c) not imply in any advertising or promotional material or letter of invitation that the Special Program Provider represents the Department, any other government agency or the Australian Government, or that it has a special relationship with Department, any other government agency or the Australian Government beyond its status as a Special Program Provider under the Special Program.
- 9.5. The responsibilities referred to in this Clause 9 continue for the life of this Agreement and for the period that any Participants are onshore and hold a Temporary Activity (subclass 408) visa.

Initials: 

s. 22(1)(a)(ii)

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under the Freedom of Information Act 1982

10. MONITORING

- 10.1. The Department may, from time to time, audit the Special Program Provider's performance of its obligations in this Agreement and the Special Program Provider must cooperate with the Department for the purpose of such audits.
- 10.2. The Special Program Provider may be required to provide an annual written monitoring report to the Department, covering the financial year period and submitted by 31 July, in a template to be provided by the Department.

11. PRE-CONTRACTUAL REPRESENTATIONS

- 11.1. The Special Program Provider warrants that information supplied to the Department with respect to the Special Program Provider, being a fit and proper person or organisation to enter into this Agreement and upon which the Department relied, was true and correct.

12. VARIATION OF THIS AGREEMENT

- 12.1. This Agreement may be varied by either party giving notice in writing to the other party of the proposed variation, and the other party indicating their agreement to the proposed variation in writing.
- 12.2. The Secretary will terminate this Agreement and enter into a new agreement with the Special Program Provider to give effect to any variation.
- 12.3. No variation of this Agreement is binding otherwise than in accordance with Clause 12.1 and Clause 12.2.

13. ASSIGNMENT AND NOVATION

- 13.1. The Special Program Provider will not assign, in whole or in part, its rights or obligations under this Agreement without the prior written approval of the Department.
- 13.2. The Special Program Provider will not consult with any other person or body for the purposes of entering into an arrangement which will require novation of the Agreement without first consulting the Department.

14. NOTICES

- 14.1. Any notice, request or other communication to be given or served pursuant to this Agreement must be in writing.

15. TERMINATION

- 15.1. If the Special Program Provider fails to perform any obligation or responsibility under this Agreement, the Secretary may, if it considers that the failure is:
 - (a) not capable of remedy, by written notice, terminate this Agreement immediately; or
 - (b) capable of remedy, by written notice, require that the failure be remedied within the time specified in the notice and, if not remedied within that time, may terminate this Agreement immediately by giving a second notice.

Initials: s. 22(1)(a)(ii)

15.2. The Secretary may also, by written notice, terminate this Agreement immediately (but without prejudice to any prior right of action or remedy which either Party has or may have) if the Special Program Provider:

- (a) being a corporation, comes under one of the forms of external administration referred to in chapter 5 of the Corporations Act 2001, or an order has been made for the purpose of placing the corporation under external administration; or
- (b) being an individual, becomes bankrupt or enters into a scheme of arrangement with creditors.

15.3. Notwithstanding any other clause in this Agreement, the Secretary may at any time, by written notice, terminate this Agreement.

15.4. The Special Program Provider, the Primary Sponsored Person or their Dependants, are not entitled to any compensation or payments as a result of the Secretary terminating this Agreement.

15.5. This Agreement will terminate immediately if the Special Program Provider's approval as a Sponsor expires, is barred, or is cancelled under the Migration Act, or if the approved Special Program ceases to operate, or changes such that it is beyond the scope of this Agreement.

16. SPONSORSHIP OBLIGATIONS AFTER TERMINATION OR EXPIRATION

16.1. At the date of termination or expiration of this Agreement, the Special Program Provider's sponsorship responsibilities in Clause 9 of this Agreement will continue until all Participants in the Special Program:

- (a) have departed Australia and their Temporary Activity (subclass 408) visa has ceased; or
- (b) have obtained another visa which permits the Participant to remain in Australia;

unless otherwise advised by the Department.

16.2. At the date of termination or expiration of this Agreement, the Special Program Provider's sponsorship obligations under the Migration Act and the Migration Regulations will continue to apply in accordance with the Migration Act and the Migration Regulations.

Initials

s. 22(1)(a)(ii)

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SIGNED as a DEED for and on behalf of the
SECRETARY OF THE DEPARTMENT
OF HOME AFFAIRS on:

20, 08, 2018

by: s. 22(1)(a)(ii)

in t s. 22(1)(a)(ii)

Signature

Signature of witness

[Name] s. 22(1)(a)(ii)

[Name] s. 22(1)(a)(ii)

[Position] DIRECTOR

[Position] PUBLIC SERVANT

Delegate of the Secretary of the Department of Home Affairs

SIGNED as a DEED for and on behalf of s. 22(1)(a)(ii)
s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

Signature of Director/Company
Secretary President
(Please delete as applicable)

Signature of Director/Company
Secretary
(Please delete as applicable)

s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

Name of Director/Company Secretary
(Please print)

Name of Director/Company Secretary
(Please print)

5 / 8 / 2018
Date

5 / 8 / 18
Date

¹ Unless the Program Provider is a sole Director who is also the Organisation's Secretary, at least two Directors or a Director and a Secretary must sign the Special Program Agreement. All signatures must be witnessed on the next page.

Initials: s. 22(1)(a)(ii)

in the presence of:

s. 22(1)(a)(ii)

Signature of witness

s. 22(1)(a)(ii)

*Name of witness (print)**Client Services Officer**Occupation/Profession of witness**05 / 08 / 2018**Date*

in the presence of:

s. 22(1)(a)(ii)

Signature of witness

s. 22(1)(a)(ii)

*Name of witness (print)**Business Manager**Occupation/Profession of witness**5 / 8 / 2018**Date*

Initials

s. 22(1)(a)(ii)

Schedule 1 Details of Parties and Period of Agreement

| Item 1 | The Secretary's Particulars |
|---|--|
| Any questions relating to this Agreement should be directed to: | |
| Contact officer | Director, Temporary Specialist Visas Section |
| Mailing Address | Department of Home Affairs P.O. Box 25 BELCONNEN ACT 2616 Australia |
| Street Address | Department of Home Affairs 6 Chan Street BELCONNEN ACT 2617 Australia |
| Email Address | specialist.entry@homeaffairs.gov.au |
| Any questions about an application to become an approved Sponsor, or an application for a Temporary Activity (subclass 408) visa lodged by a Participant, should be addressed to the Department's Hobart office. The contact details for the Hobart office are: | |
| Mailing Address | Specialist Temporary Entry Centre – Tasmania Department of Home Affairs GPO Box 794 HOBART TAS 7001 Australia |
| Street Address | Specialist Temporary Entry Centre – Tasmania Department of Home Affairs Ground Floor 188 Collins Street HOBART TAS 7000 Australia |
| Email Address | 408@homeaffairs.gov.au |
| <u>NOTE:</u> | The Department's offices at Australian Missions are not involved in the processing of Temporary Activity (subclass 408) visa applications and are not usually able to assist with enquiries about those visa applications. The Special Program Provider must not encourage any person to approach Australian Missions in the Source Countries. |
| Item 2 | The Special Program Provider |
| Legal registered name of organisation | s. 22(1)(a)(ii) |
| ABN | s. 22(1)(a)(ii) |
| Business structure | Other Incorporated Entity |
| Date established | 31 July 1991 |
| Industry/Sector | Religion |

Initials: _____

s. 22(1)(a)(ii)

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| | |
|----------------------------|--|
| Main activity | <p>s. 22(1)(a)(ii) was founded in Melbourne, Victoria in 1953. The organisation aims to:</p> <ul style="list-style-type: none"> • make available the s. 22(1)(a)(ii) and meditation classes to its members and the general public free of charge; • provide suitable facilities and support for the invited s. 22(1)(a)(ii) (ordained s. 22(1)(a)(ii) monks and nuns) to deliver the Teachings; and • foster the lay community to provide support to enable the s. 22(1)(a)(ii) community to practise their code of conduct in suitable conditions. |
| Item 3 | The Special Program Provider's Particulars |
| Contact Person | s. 22(1)(a)(ii) |
| Position of contact Person | President |
| Mailing Address | s. 22(1)(a)(ii) |
| Street Address | |
| Phone (Work) | |
| Email Address | |
| Website | |
| Item 4 | Commencement and Period |
| Commencement Date | The date specified in Clause 1.1. |
| Effective Date | The date specified in Clause 1.2. |
| Cease Date | 31 July 2021 |

Initials: _____

s. 22(1)(a)(ii)

Schedule 2 The Special Program

| Item 1 | The Approved Special Program |
|---|--|
| Program under Reg 408.228(5)(a)(ii) | Cultural Enrichment and Community Benefits Program |
| Program name | s. 47G(1)(a) |
| Purpose of Program | |
| Type of activities undertaken by Participants | |
| Placement | |
| Remuneration | |

Initials

s. 22(1)(a)(ii)

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| | |
|-----------------------------|---|
| Special Program ceiling | <ul style="list-style-type: none"> The Special Program Provider is approved to invite up to five (5) Participants, not including any Dependents, per financial year (1 July to 30 June). If the Special Program Provider wishes to increase their annual ceiling, they must request an increase in writing to the Secretary's delegate or contact person, as specified in Schedule 1, Item 1 of this Agreement, providing detailed reasons for the proposed amendment. Any increase is subject to the agreement of the Secretary's delegate or contact person. |
| Length of stay | <ul style="list-style-type: none"> The visa period for Participants, including settling in or arranging departure, must not be less than 3 months or greater than 12 months. Participants seeking a longer stay should seek a visa in accordance with their proposed activities in Australia, for example tourism or work. If the Participant will be arriving before the start of the Special Program, written confirmation of all timeframes and dates must be provided to the Department, as well as an acknowledgement that the Special Program Provider's obligations in relation to the Participant will apply in accordance with Migration Act, the Migration Regulations and this Agreement. |
| Source Countries | All countries. |
| Item 2 | The Participant |
| <u>Eligibility criteria</u> | To enable the Participants to fully experience the cultural and social benefits of the Special Program, the Special Program Provider will ensure that all Participants meet the following criteria: |
| Age | at least 18 years at the time a Temporary Activity (subclass 408) visa application is lodged. |
| English language | <p>All Participants must have achieved, in the 2 years prior to visa application, proficiency in English to the International English Language Test (IELTS) level 4.5 or equivalent Test of English as a Foreign Language (TOEFL), Occupational English Test (OET) or Pearson Test of English (PTE) results. A Participant is not required to undertake English language testing if:</p> <ul style="list-style-type: none"> (a) he/she holds a passport from Canada, New Zealand, the Republic of Ireland, the United Kingdom or the United States of America; or (b) he/she has completed a minimum of 5 years of full-time study in a secondary and/or higher education institution where the instruction was delivered in English. |

Initials: _____

s. 22(1)(a)(ii)

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| | |
|----------------------|--|
| Assessments | s. 47G(1)(a) |
| Item 3 | Invitation Process |
| Letter of invitation | <p>The Special Program Provider will invite the Participants by sending them a letter of invitation to be submitted with their visa application. The letter must include the following information:</p> <ul style="list-style-type: none"> (a) the name of the approved Special Program; (b) details of the activities of the Special Program; (c) the length of proposed stay in Australia – including any periods of settling in/arranging for departure that are included in the duration of the Special Program; (d) report on the assessment of Participants against the assessment criteria, including clearly defining the experience of the Participant in relation to performing their duties as part of the Special Program; (e) the name, address and telephone number of the place where the Participant will undertake activities in Australia, if different from the address of the Special Program Provider; (f) the details of all duties/activities to be performed by the Participant; (g) any proposed training to be undertaken; (h) any wage/salary, stipend or allowances that will be paid; (i) any cost that the Participant will incur during their stay; (j) the arrangements which are in place for the Participant's support and general welfare during their stay in Australia; and |

Initials: [REDACTED]

s. 22(1)(a)(ii)

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| | |
|---------------|--|
| | (k) whether the Participant is allowed to have any accompanying Dependants. |
| Item 4 | Maintenance Arrangements |
| | <ul style="list-style-type: none"> Once a Participant has been granted a Temporary Activity (subclass 408) visa and commenced the Special Program in Australia, the Special Program Provider must: <ul style="list-style-type: none"> (a) provide the Participant with a 24 hour per day, 7 day per week contact telephone number for the Special Program Provider; (b) monitor the progress and well-being of the Participant on a regular basis; and (c) where work is part of the approved Special Program, ensure that Participants receive their entitlements in accordance with Australia's industrial relations laws. The Special Program Provider must ensure that adequate arrangements are in place for the welfare of Participants by continuing to be satisfied that Participants have adequate means to support themselves during their stay in Australia. Other responsibilities and costs to be met by the Special Program Provider: <p>s. 47G(1)(a)</p> |

Initials: _____

s. 22(1)(a)(ii)

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under the Freedom of Information Act 1982

HOME AFFAIRS
ACT

1 2 NOV 2018



Australian Government
Department of Home Affairs

SPECIAL PROGRAM AGREEMENT

BETWEEN

THE SECRETARY OF THE DEPARTMENT OF HOME AFFAIRS

AND

s. 22(1)(a)(ii)

in relation to a Special Program referred to in Schedule 2 clause 408.228(5)(a)(ii) of the
Migration Regulations 1994 (Cth)

s. 22(1)(a)(ii)

Initials:

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SPECIAL PROGRAM AGREEMENT

Parties

THE SECRETARY OF THE DEPARTMENT OF HOME AFFAIRS (the 'Secretary') at 6 Chan Street, BELCONNEN ACT 2617

AND

s. 22(1)(a)(ii) (the 'Special Program Provider') of s. 22(1)(a)(ii)

Recitals

- A This Agreement is administered by the Department on behalf of the Secretary.
- B This Agreement is subject to the Special Program Provider becoming an approved Sponsor as defined in the Migration Act 1958.
- C This Agreement is a Special Program Agreement that authorises the Special Program Provider, as an approved Sponsor, to invite Participants from the specified Source Countries, as holders of Temporary Activity (subclass 408) visas, to participate in an approved Special Program under Schedule 2 clause 408.228(5)(a)(ii) of the Migration Regulations 1994.
- D This Agreement sets out the terms, conditions, procedures and obligations which the Special Program Provider, as an approved Sponsor, must comply with in order to sponsor Participants, from specified Source Countries, for the specified Special Program.
- E The Special Program is a cultural enrichment and community benefit program for the purposes of enhancing international relations and cultural exchange, and providing benefits to Australian communities.

1. COMMENCEMENT DATE AND EFFECTIVE DATE

- 1.1. This Agreement commences on the date the Secretary signs the Agreement ('Commencement Date').
- 1.2. This Agreement is effective from either:
 - (a) the day the Special Program Provider becomes an approved Sponsor, as defined in the Migration Act; or
 - (b) if the Special Program Provider is already a Sponsor, the day the Secretary signs the Agreement ('Effective Date').

Initials:

s. 22(1)(a)(ii)

2. DEFINITIONS

2.1. In this Agreement:

| | |
|---|--|
| Address | means a Party's address set out in Schedule 1, Item 3 of this Agreement. |
| Agreement | means this Special Program Agreement, any schedules, attachments and any document incorporated into this Special Program Agreement by reference. |
| Commencement Date | means the date specified in Clause 1.1 of this Agreement. |
| Department | means the Department of Home Affairs. |
| Dependant | includes any family member who has been included in the Participant's visa application, as a Secondary Sponsored Person, and whose stay in Australia has been agreed to by the Special Program Provider. |
| Effective Date | means the date specified in Clause 1.2 of this Agreement. |
| Migration Act | means the <i>Migration Act 1958</i> , as varied from time to time. |
| Migration Regulations | means the <i>Migration Regulations 1994</i> made under the <i>Migration Act 1958</i> , as varied from time to time. |
| Participant | means a person who will apply for, has applied for, or has been granted a Temporary Activity (subclass 408) visa to participate in an approved Special Program. |
| Party | means a signatory to this Agreement. |
| Primary Sponsored Person | means the primary visa holder, in relation to this Agreement, as defined in the Migration Regulations. |
| Privacy Act | means the <i>Privacy Act 1988</i> , as varied from time to time. |
| Secondary Sponsored Person | means an eligible Dependant of the Primary Sponsored Person. |
| Source Country | means a country or countries specified in Schedule 2, Item 1 of this Agreement. |
| Special Program | means a Program that has been approved by the Department for the purposes of cultural enrichment, community benefit or youth exchange. |
| Temporary Activity (subclass 408) visa | means the visa which may be granted to a person for the purposes of participation in a Special Program. |
| Special Program Provider | means an organisation that is a Party to this Agreement, subject to the organisation becoming an approved Sponsor. |
| Sponsor | means an organisation that has been approved as a Temporary Activities Sponsor under the Migration Act and who is a Party to this Agreement as a Special Program Provider. |

s. 22(1)(a)(ii)

Initials

3. INTERPRETATION

- 3.1. Unless the context indicates a contrary intention, words and phrases in this Agreement have the same meanings attributed to them in the Migration Act and the Migration Regulations.
- 3.2. In the event of any inconsistency between this Agreement and the Migration Act and the Migration Regulations, the Migration Act and the Migration Regulations will prevail.
- 3.3. In this Agreement, unless the contrary intention appears:
 - (a) words importing a gender include any other gender;
 - (b) words in the singular include the plural and words in the plural include the singular;
 - (c) clause headings are for convenient reference only and have no effect in the interpretation of this Agreement;
 - (d) words importing a person include a partnership and a body, whether corporate or otherwise;
 - (e) a reference to dollars is in Australian dollars;
 - (f) reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provisions;
 - (g) if any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
 - (h) any schedules and attachments to this Agreement form part of this Agreement as the case may be; and
 - (i) reference to a clause, paragraph, attachment or schedule is to a clause or paragraph of, or attachment, or schedule to this Agreement as the context requires, including as amended or replaced from time to time by agreement in writing between the parties.

4. PERIOD

- 4.1. This Agreement commences on the Commencement Date.
- 4.2. Unless terminated earlier in accordance with Clause 15 of this Agreement, the period of this Agreement will be the time specified in Schedule 1, Item 4.
- 4.3. If no such time is specified in Schedule 1, Item 4, the period of this Agreement will be three (3) years from the Commencement Date, unless terminated earlier in accordance with Clause 15 of this Agreement.

5. TERMS AND CONDITIONS

- 5.1. By signing this Agreement, the Special Program Provider acknowledges that the description of the Special Program in Schedule 2 of this Agreement forms part of the terms and conditions of the Program, and as such agrees that the description is accurate and will form part of the assessment of any visa applicants under this Program.

s. 22(1)(a)(ii)

Initials:

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5.2. The Special Program Provider agrees to the following additional terms and conditions for approval as an organisation under the Temporary Activity (subclass 408) visa and understands that:

- (a) the Special Program ceiling identified in Schedule 2, Item 1 is not binding on the Department;
- (b) each visa application made by a Participant under this Program will be assessed on its merits against the Migration Regulations. Persons sponsored by the Special Program Provider will only be granted a Temporary Activity (subclass 408) visa if they satisfy the criteria for the grant of that visa in Schedule 2 clause 408 of the Migration Regulations, and the grant of the visa is not prevented by the Migration Act;
- (c) to the extent permitted by the Privacy Act and other applicable Commonwealth legislation, the Department may consult with, and disclose information about Participants and the Special Program Provider to other government departments and agencies to assist in assessing the Temporary Activity (subclass 408) visa applications of the Participants and to ensure that Australian law is complied with in relation to any aspect of the Temporary Activity (subclass 408) visa, or for any other purpose;
- (d) the Department may undertake further integrity checking, including that of the Special Program Provider, when considering Temporary Activity (subclass 408) visa applications made in relation to this Special Program; and
- (e) the Participants invited for the Special Program may be required to provide further supporting documentation, as required, during visa processing.

6. SPONSORING PARTICIPANTS

6.1. The Special Program Provider will invite the Participants by sending a letter of invitation to the Participants as specified in Schedule 2, Item 3 of this Agreement.

6.2. The Special Program Provider may sponsor Participants:

- (a) who seek to be granted a Temporary Activity (subclass 408) visa in relation to:
 - i. the approved Special Program as specified in Schedule 2, Item 1 of this Agreement; and
 - ii. the type of activities to be carried out by Participants as specified in Schedule 2, Item 1 of this Agreement;
- (b) who satisfy the eligibility criteria and assessments as specified in Schedule 2, Item 2 of this Agreement;
- (c) in relation to whom the invitation mentioned in Clause 6.1 would not cause the Special Program Provider to exceed the number of Participants that the Special Program Provider is approved to invite in Schedule 2, Item 1 of this Agreement; and
- (d) from countries specified as Source Countries in Schedule 2, Item 1 of this Agreement.

6.3. If a limitation in the type of Program, work or activity is specified in Schedule 2, Item 1 of this Agreement, the Special Program Provider may only sponsor for those Program, work or activity types.

s. 22(1)(a)(ii)

Initials

7. EXCLUDED PERSONS

7.1. The following overseas persons are excluded from this Special Program:

- (a) unemployed persons (that is, persons who are not currently undertaking any work, study or training);
- (b) people seeking to use the Special Program as a quasi working holiday, as reasonably determined by the Department;
- (c) people who would be eligible for another visa subclass to undertake the same activity; and
- (d) people seeking to use the Special Program as a pathway to apply for another visa to extend their stay in Australia, as reasonably determined by the Department.

8. SPONSOR OBLIGATIONS

8.1. The Special Program Provider must satisfy its sponsorship obligations in the Migration Regulations including the following obligations:

- (a) the obligation to cooperate with inspectors, as specified under regulation 2.78 of the Migration Regulations;
- (b) the obligation to pay reasonable and necessary travel costs to enable the Primary Sponsored Person or a Secondary Sponsored Person to leave Australia as specified under regulation 2.80 of the Migration Regulations;
- (c) the obligation to pay costs incurred by the Commonwealth to locate and remove an unlawful non-citizen, as specified under regulation 2.81 of the Migration Regulations;
- (d) the obligation to keep records, as specified under regulation 2.82 of the Migration Regulations;
- (e) the obligation to provide records and information to the Commonwealth, as specified under regulation 2.83 of the Migration Regulations;
- (f) the obligation to provide information to the Commonwealth when certain events occur, as specified under regulation 2.84 of the Migration Regulations;
- (g) the obligation to secure an offer of a reasonable standard of accommodation, as specified under regulation 2.85 of the Migration Regulations;
- (h) the obligation to ensure that the Primary Sponsored Person works or participates in the activity in relation to which the visa was granted, as specified under regulation 2.86A of the Migration Regulations; and
- (i) the obligation not to recover, transfer or take actions that would result in another person paying for certain costs, as specified under regulation 2.87 of the Migration Regulations.

8.2. The Special Program Provider must satisfy other responsibilities as specified in Clause 9 of this Agreement, which are additional responsibilities to the sponsorship obligations in the Migration Regulations as varied and the responsibilities specified in Schedule 2, Item 4 of this Agreement.

8.3. The Migration Regulations may be amended from time to time and the Special Program Provider must comply with its obligations under any amended Migration Regulations.

s. 22(1)(a)(ii)

Initials:

8.4. The Special Program Provider must comply with any obligation imposed on it by the Migration Act.

8.5. The obligations referred to in Clause 8.1 apply in accordance with the Migration Act and the Migration Regulations.

9. FURTHER SPECIAL PROGRAM PROVIDER RESPONSIBILITIES

9.1. The Special Program Provider must provide evidence, which the Participant is to submit with the Temporary Activity (subclass 408) visa application, that the Special Program Provider has agreed in writing to sponsor the Participant in relation to the Special Program. The evidence in writing may be in the form of a letter of invitation, including information in accordance with Schedule 2, Item 3 of this Agreement, provided by the Special Program Provider to the Participant.

9.2. The Special Program Provider must:

- (a) to the extent possible, engage persons who have a genuine intention to participate in this Special Program and to return to their home country upon the cessation of their Temporary Activity (subclass 408) visa;
- (b) inform the Department of the screening and assessment methods the Special Program Provider uses to select Participants;
- (c) encourage and, where possible, assist Participants to comply with the conditions of their Temporary Activity (subclass 408) visa; and
- (d) advise the Department as soon as they become aware that a Participant has breached one or more of the conditions of their Temporary Activity (subclass 408) visa.

9.3. The Special Program Provider has the responsibility to ensure that Participants do not engage in the activities of the approved Special Program prior to the Temporary Activity (subclass 408) visa being granted unless they have a visa that allows them to undertake such activities.

9.4. The Special Program Provider must:

- (a) work with the Department on any compliance or other visa-related issues that may arise in relation to the Special Program;
- (b) not imply in any advertising or promotional material or letter of invitation that the Department, any other government agency or the Australian Government has endorsed the service, business, product or conduct of the Special Program Provider other than its capacity to invite Participants under the Special Program; and
- (c) not imply in any advertising or promotional material or letter of invitation that the Special Program Provider represents the Department, any other government agency or the Australian Government, or that it has a special relationship with Department, any other government agency or the Australian Government beyond its status as a Special Program Provider under the Special Program.

9.5. The responsibilities referred to in this Clause 9 continue for the life of this Agreement and for the period that any Participants are onshore and hold a Temporary Activity (subclass 408) visa.

s. 22(1)(a)(ii)

Initials:

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under the Freedom of Information Act 1982

10. MONITORING

- 10.1. The Department may, from time to time, audit the Special Program Provider's performance of its obligations in this Agreement and the Special Program Provider must cooperate with the Department for the purpose of such audits.
- 10.2. The Special Program Provider may be required to provide an annual written monitoring report to the Department, covering the financial year period and submitted by 31 July, in a template to be provided by the Department.

11. PRE-CONTRACTUAL REPRESENTATIONS

- 11.1. The Special Program Provider warrants that information supplied to the Department with respect to the Special Program Provider, being a fit and proper person or organisation to enter into this Agreement and upon which the Department relied, was true and correct.

12. VARIATION OF THIS AGREEMENT

- 12.1. This Agreement may be varied by either party giving notice in writing to the other party of the proposed variation, and the other party indicating their agreement to the proposed variation in writing.
- 12.2. The Secretary will terminate this Agreement and enter into a new agreement with the Special Program Provider to give effect to any variation.
- 12.3. No variation of this Agreement is binding otherwise than in accordance with Clause 12.1 and Clause 12.2.

13. ASSIGNMENT AND NOVATION

- 13.1. The Special Program Provider will not assign, in whole or in part, its rights or obligations under this Agreement without the prior written approval of the Department.
- 13.2. The Special Program Provider will not consult with any other person or body for the purposes of entering into an arrangement which will require novation of the Agreement without first consulting the Department.

14. NOTICES

- 14.1. Any notice, request or other communication to be given or served pursuant to this Agreement must be in writing.

15. TERMINATION

- 15.1. If the Special Program Provider fails to perform any obligation or responsibility under this Agreement, the Secretary may, if it considers that the failure is:
 - (a) not capable of remedy, by written notice, terminate this Agreement immediately; or
 - (b) capable of remedy, by written notice, require that the failure be remedied within the time specified in the notice and, if not remedied within that time, may terminate this Agreement immediately by giving a second notice.

s. 22(1)(a)(ii)

Initials

- 15.2. The Secretary may also, by written notice, terminate this Agreement immediately (but without prejudice to any prior right of action or remedy which either Party has or may have) if the Special Program Provider:
- (a) being a corporation, comes under one of the forms of external administration referred to in chapter 5 of the Corporations Act 2001, or an order has been made for the purpose of placing the corporation under external administration; or
 - (b) being an individual, becomes bankrupt or enters into a scheme of arrangement with creditors.
- 15.3. Notwithstanding any other clause in this Agreement, the Secretary may at any time, by written notice, terminate this Agreement.
- 15.4. The Special Program Provider, the Primary Sponsored Person or their Dependents, are not entitled to any compensation or payments as a result of the Secretary terminating this Agreement.
- 15.5. This Agreement will terminate immediately if the Special Program Provider's approval as a Sponsor expires, is barred, or is cancelled under the Migration Act, or if the approved Special Program ceases to operate, or changes such that it is beyond the scope of this Agreement.

16. SPONSORSHIP OBLIGATIONS AFTER TERMINATION OR EXPIRATION

- 16.1. At the date of termination or expiration of this Agreement, the Special Program Provider's sponsorship responsibilities in Clause 8 of this Agreement will continue until all Participants in the Special Program:
- (a) have departed Australia and their Temporary Activity (subclass 408) visa has ceased; or
 - (b) have obtained another visa which permits the Participant to remain in Australia;
- unless otherwise advised by the Department.
- 16.2. At the date of termination or expiration of this Agreement, the Special Program Provider's sponsorship obligations under the Migration Act and the Migration Regulations will continue to apply in accordance with the Migration Act and the Migration Regulations.

s. 22(1)(a)(ii)

Initials:

SIGNED as a DEED for and on behalf of the
SECRETARY OF THE DEPARTMENT
OF HOME AFFAIRS on:

12, 11, 2018

by: s. 22(1)(a)(ii)

in the s. 22(1)(a)(ii)

Signature

Signature of witness

[Name]

[Name]

[Position]

DIRECTOR

[Position]

PUBLIC SERVANT

Delegate of the Secretary of the Department of Home Affairs

SIGNED as a DEED for and on behalf of

s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

Signature of Director/Company
Secretary
(Please delete as applicable)

Signature of Director/Company
Secretary
(Please delete as applicable)

s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

Name of Director/Company Secretary
(Please print)

Name of Director/Company Secretary
(Please print)

8/ 11/ 2018
Date

8/ 11/ 2018
Date

¹ Unless the Program Provider is a sole Director who is also the Organisation's Secretary, at least two Directors or a Director and a Secretary must sign the Special Program Agreement. All signatures must be witnessed on the next page.

Initials:

s. 22(1)(a)(ii)

in the presence of:

s. 22(1)(a)(ii)

Signature of witness

s. 22(1)(a)(ii)

Name of witness (print)

STUDENT

Occupation/Profession of witness

8 / 11 / 2018

Date

in the presence of:

s. 22(1)(a)(ii)

Signature of witness

s. 22(1)(a)(ii)

Name of witness (print)

Student

Occupation/Profession of witness

8 / 11 / 2018

Date

Initials

s. 22(1)(a)(ii)

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Schedule 1 Details of Parties and Period of Agreement

| Item 1 | The Secretary's Particulars |
|---|--|
| Any questions relating to this Agreement should be directed to: | |
| Contact officer | Director, Temporary Specialist Visas Section |
| Mailing Address | Department of Home Affairs P.O. Box 25 BELCONNEN ACT 2616 Australia |
| Street Address | Department of Home Affairs 6 Chan Street BELCONNEN ACT 2617 Australia |
| Email Address | specialist.entry@homeaffairs.gov.au |
| Any questions about an application to become an approved Sponsor, or an application for a Temporary Activity (subclass 408) visa lodged by a Participant, should be addressed to the Department's Hobart office. The contact details for the Hobart office are: | |
| Mailing Address | Specialist Temporary Entry Centre – Tasmania Department of Home Affairs GPO Box 794 HOBART TAS 7001 Australia |
| Street Address | Specialist Temporary Entry Centre – Tasmania Department of Home Affairs Ground Floor 188 Collins Street HOBART TAS 7000 Australia |
| Email Address | 408@homeaffairs.gov.au |
| <u>NOTE:</u> | The Department's offices at Australian Missions are not involved in the processing of Temporary Activity (subclass 408) visa applications and are not usually able to assist with enquiries about those visa applications. The Special Program Provider must not encourage any person to approach Australian Missions in the Source Countries. |
| Item 2 | The Special Program Provider |
| Legal registered name of organisation | s. 22(1)(a)(ii) |
| ABN | s. 22(1)(a)(ii) |
| Business structure | Australian Public Company |
| Date established | 1994 |
| Industry/Sector | Religion |

Initials:

s. 22(1)(a)(ii)

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| | |
|----------------------------|--|
| Main activity | s. 22(1)(a)(ii) is a multisite church headquartered in Adelaide, South Australia, with branches in Adelaide, Melbourne and Bristol (UK). |
| Item 3 | The Special Program Provider's Particulars |
| Contact Person | s. 22(1)(a)(ii) |
| Position of contact Person | Corporate Services Director |
| Mailing Address | s. 22(1)(a)(ii) |
| Street Address | |
| Phone (Work) | |
| Email Address | |
| Website | |
| Item 4 | Commencement and Period |
| Commencement Date | The date specified in Clause 1.1. |
| Effective Date | The date specified in Clause 1.2. |
| Cease Date | 8 November 2021 |

Initials:

s. 22(1)(a)(ii)

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Schedule 2 The Special Program

| Item 1 | The Approved Special Program |
|---|---|
| Program under Reg 408.228(5)(a)(ii) | Cultural Enrichment and Community Benefits Program |
| Program name | s. 47G(1)(a) |
| Purpose of Program | |
| Type of activities undertaken by Participants | |
| Placement | |
| Remuneration | |
| Special Program ceiling | <ul style="list-style-type: none"> The Special Program Provider is approved to invite up to twenty (20) Participants, not including any Dependents, per financial year (1 July to 30 June). If the Special Program Provider wishes to increase their annual ceiling, they must request an increase in writing to the Secretary's delegate or contact person, as specified in Schedule 1, Item 1 of this Agreement, providing detailed reasons for the proposed amendment. Any increase is subject to the agreement of the Secretary's delegate or contact person. |

s. 22(1)(a)(ii)

Initials:

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| | |
|---------------------------------------|---|
| Length of stay | <ul style="list-style-type: none"> • The visa period for Participants, including settling in or arranging departure, must not be less than 3 months or greater than 6 months. • Participants seeking a longer stay should seek a visa in accordance with their proposed activities in Australia, for example tourism or work. • If the Participant will be arriving before the start of the Special Program, written confirmation of all timeframes and dates must be provided to the Department, as well as an acknowledgement that the Special Program Provider's obligations in relation to the Participant will apply in accordance with Migration Act, the Migration Regulations and this Agreement. |
| Source Countries | <p>Citizens of all countries with the following exceptions:</p> <ul style="list-style-type: none"> • Persons who are eligible to participate in the Working Holiday (subclass 417) visa program; and • Citizens of the United States of America who are eligible to participate in the Work and Holiday (subclass 462) visa program. |
| Item 2 | The Participant |
| <u>Eligibility criteria</u> | To enable the Participants to fully experience the cultural and social benefits of the Special Program, the Special Program Provider will ensure that all Participants meet the following criteria: |
| Age | at least 18 years at the time a Temporary Activity (subclass 408) visa application is lodged. |
| English language | <p>All Participants must have achieved, in the 2 years prior to visa application, proficiency in English to the International English Language Test (IELTS) level 4.5 or equivalent Test of English as a Foreign Language (TOEFL), Occupational English Test (OET) or Pearson Test of English (PTE) results. A Participant is not required to undertake English language testing if:</p> <ul style="list-style-type: none"> (a) he/she holds a passport from Canada, New Zealand, the Republic of Ireland, the United Kingdom or the United States of America; or (b) he/she has completed a minimum of 5 years of full-time study in a secondary and/or higher education institution where the instruction was delivered in English. |
| Program-specific eligibility criteria | s. 47G(1)(a) |

Initials:

s. 22(1)(a)(ii)

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|----------------------|--|
| Assessments | s. 47G(1)(a) |
| Item 3 | Invitation Process |
| Letter of invitation | <p>The Special Program Provider will invite the Participants by sending them a letter of invitation to be submitted with their visa application. The letter must include the following information:</p> <ul style="list-style-type: none"> (a) the name of the approved Special Program; (b) details of the activities of the Special Program; (c) the length of proposed stay in Australia – including any periods of settling in/arranging for departure that are included in the duration of the Special Program; (d) report on the assessment of Participants against the assessment criteria, including clearly defining the experience of the Participant in relation to performing their duties as part of the Special Program; (e) the name, address and telephone number of the place where the Participant will undertake activities in Australia, if different from the address of the Special Program Provider; (f) the details of all duties/activities to be performed by the Participant; (g) any proposed training to be undertaken; (h) any wage/salary, stipend or allowances that will be paid; (i) any cost that the Participant will incur during their stay; (j) the arrangements which are in place for the Participant's |

Initials: _____

s. 22(1)(a)(ii)

| | |
|---------------|--|
| | support and general welfare during their stay in Australia; and (k) whether the Participant is allowed to have any accompanying Dependents. |
| Item 4 | Maintenance Arrangements |
| | <ul style="list-style-type: none"> Once a Participant has been granted a Temporary Activity (subclass 408) visa and commenced the Special Program in Australia, the Special Program Provider must: <ul style="list-style-type: none"> (a) provide the Participant with a 24 hour per day, 7 day per week contact telephone number for the Special Program Provider; (b) monitor the progress and well-being of the Participant on a regular basis; and (c) where work is part of the approved Special Program, ensure that Participants receive their entitlements in accordance with Australia's industrial relations laws. The Special Program Provider must ensure that adequate arrangements are in place for the welfare of Participants by continuing to be satisfied that Participants have adequate means to support themselves during their stay in Australia. Other responsibilities and costs to be met by the Special Program Provider: <p>s. 47G(1)(a)</p> |

s. 22(1)(a)(ii)

Initials: _____

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Australian Government
Department of Home Affairs

SPECIAL PROGRAM AGREEMENT

BETWEEN

THE SECRETARY OF THE DEPARTMENT OF HOME AFFAIRS

AND

s. 22(1)(a)(ii)

in relation to a Special Program referred to in Schedule 2 clause 408.228(5)(a)(ii) of the
Migration Regulations 1994 (Cth)

Initials

s. 22(1)(a)(ii)

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under the *Freedom of Information Act 1982*

SPECIAL PROGRAM AGREEMENT

Parties

THE SECRETARY OF THE DEPARTMENT OF HOME AFFAIRS (the 'Secretary') at 6 Chan Street, BELCONNEN ACT 2617

AND

s. 22(1)(a)(ii) [REDACTED] (the 'Special Program Provider') of s. 22(1)(a) [REDACTED]
s. 22(1)(a)(ii) [REDACTED]

Recitals

- A This Agreement is administered by the Department on behalf of the Secretary.
- B This Agreement is subject to the Special Program Provider becoming an approved Sponsor as defined in the Migration Act 1958.
- C This Agreement is a Special Program Agreement that authorises the Special Program Provider, as an approved Sponsor, to invite Participants from the specified Source Countries, as holders of Temporary Activity (subclass 408) visas, to participate in an approved Special Program under Schedule 2 clause 408.228(5)(a)(ii) of the Migration Regulations 1994.
- D This Agreement sets out the terms, conditions, procedures and obligations which the Special Program Provider, as an approved Sponsor, must comply with in order to sponsor Participants, from specified Source Countries, for the specified Special Program.
- E The Special Program is a cultural enrichment and community benefit program for the purposes of enhancing international relations and cultural exchange, and providing benefits to Australian communities.

1. COMMENCEMENT DATE AND EFFECTIVE DATE

- 1.1. This Agreement commences on the date the Secretary signs the Agreement ('Commencement Date').
- 1.2. This Agreement is effective from either:
 - (a) the day the Special Program Provider becomes an approved Sponsor, as defined in the Migration Act; or
 - (b) if the Special Program Provider is already a Sponsor, the day the Secretary signs the Agreement ('Effective Date').

Initials

s. 22(1)(a)(ii) [REDACTED]

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2. DEFINITIONS

2.1. In this Agreement:

| | |
|---|--|
| Address | means a Party's address set out in Schedule 1, Item 3 of this Agreement. |
| Agreement | means this Special Program Agreement, any schedules, attachments and any document incorporated into this Special Program Agreement by reference. |
| Commencement Date | means the date specified in Clause 1.1 of this Agreement. |
| Department | means the Department of Home Affairs. |
| Dependant | includes any family member who has been included in the Participant's visa application, as a Secondary Sponsored Person, and whose stay in Australia has been agreed to by the Special Program Provider. |
| Effective Date | means the date specified in Clause 1.2 of this Agreement. |
| Migration Act | means the <i>Migration Act 1958</i> , as varied from time to time. |
| Migration Regulations | means the <i>Migration Regulations 1994</i> made under the <i>Migration Act 1958</i> , as varied from time to time. |
| Participant | means a person who will apply for, has applied for, or has been granted a Temporary Activity (subclass 408) visa to participate in an approved Special Program. |
| Party | means a signatory to this Agreement. |
| Primary Sponsored Person | means the primary visa holder, in relation to this Agreement, as defined in the Migration Regulations. |
| Privacy Act | means the <i>Privacy Act 1988</i> , as varied from time to time. |
| Secondary Sponsored Person | means an eligible Dependant of the Primary Sponsored Person. |
| Source Country | means a country or countries specified in Schedule 2, Item 1 of this Agreement. |
| Special Program | means a Program that has been approved by the Department for the purposes of cultural enrichment, community benefit or youth exchange. |
| Temporary Activity (subclass 408) visa | means the visa which may be granted to a person for the purposes of participation in a Special Program. |
| Special Program Provider | means an organisation that is a Party to this Agreement, subject to the organisation becoming an approved Sponsor. |
| Sponsor | means an organisation that has been approved as a Temporary Activities Sponsor under the Migration Act and who is a Party to this Agreement as a Special Program Provider. |

Initials

s. 22(1)(a)(ii)

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3. INTERPRETATION

- 3.1. Unless the context indicates a contrary intention, words and phrases in this Agreement have the same meanings attributed to them in the Migration Act and the Migration Regulations.
- 3.2. In the event of any inconsistency between this Agreement and the Migration Act and the Migration Regulations, the Migration Act and the Migration Regulations will prevail.
- 3.3. In this Agreement, unless the contrary intention appears:
 - (a) words importing a gender include any other gender;
 - (b) words in the singular include the plural and words in the plural include the singular;
 - (c) clause headings are for convenient reference only and have no effect in the interpretation of this Agreement;
 - (d) words importing a person include a partnership and a body, whether corporate or otherwise;
 - (e) a reference to dollars is in Australian dollars;
 - (f) reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provisions;
 - (g) if any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
 - (h) any schedules and attachments to this Agreement form part of this Agreement as the case may be; and
 - (i) reference to a clause, paragraph, attachment or schedule is to a clause or paragraph of, or attachment, or schedule to this Agreement as the context requires, including as amended or replaced from time to time by agreement in writing between the parties.

4. PERIOD

- 4.1. This Agreement commences on the Commencement Date.
- 4.2. Unless terminated earlier in accordance with Clause 15 of this Agreement, the period of this Agreement will be the time specified in Schedule 1, Item 4.

5. TERMS AND CONDITIONS

- 5.1. By signing this Agreement, the Special Program Provider acknowledges that the description of the Special Program in Schedule 2 of this Agreement forms part of the terms and conditions of the Program, and as such agrees that the description is accurate and will form part of the assessment of any visa applicants under this Program.
- 5.2. The Special Program Provider agrees to the following additional terms and conditions for approval as an organisation under the Temporary Activity (subclass 408) visa and understands that:

s. 22(1)(a)(ii)

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- (a) the Special Program ceiling identified in Schedule 2, Item 1 is not binding on the Department;
- (b) each visa application made by a Participant under this Program will be assessed on its merits against the Migration Regulations. Persons sponsored by the Special Program Provider will only be granted a Temporary Activity (subclass 408) visa if they satisfy the criteria for the grant of that visa in Schedule 2 clause 408 of the Migration Regulations, and the grant of the visa is not prevented by the Migration Act;
- (c) to the extent permitted by the Privacy Act and other applicable Commonwealth legislation, the Department may consult with, and disclose information about Participants and the Special Program Provider to other government departments and agencies to assist in assessing the Temporary Activity (subclass 408) visa applications of the Participants and to ensure that Australian law is complied with in relation to any aspect of the Temporary Activity (subclass 408) visa, or for any other purpose;
- (d) the Department may undertake further integrity checking, including that of the Special Program Provider, when considering Temporary Activity (subclass 408) visa applications made in relation to this Special Program; and
- (e) the Participants invited for the Special Program may be required to provide further supporting documentation, as required, during visa processing.

6. SPONSORING PARTICIPANTS

- 6.1. The Special Program Provider will invite the Participants by sending a letter of invitation to the Participants as specified in Schedule 2, Item 3 of this Agreement.
- 6.2. The Special Program Provider may sponsor Participants:
 - (a) who seek to be granted a Temporary Activity (subclass 408) visa in relation to:
 - i. the approved Special Program as specified in Schedule 2, Item 1 of this Agreement; and
 - ii. the type of activities to be carried out by Participants as specified in Schedule 2, Item 1 of this Agreement;
 - (b) who satisfy the eligibility criteria and assessments as specified in Schedule 2, Item 2 of this Agreement;
 - (c) in relation to whom the invitation mentioned in Clause 6.1 would not cause the Special Program Provider to exceed the number of Participants that the Special Program Provider is approved to invite in Schedule 2, Item 1 of this Agreement; and
 - (d) from countries specified as Source Countries in Schedule 2, Item 1 of this Agreement.
- 6.3. If a limitation in the type of Program, work or activity is specified in Schedule 2, Item 1 of this Agreement, the Special Program Provider may only sponsor for those Program, work or activity types.

Initials

s. 22(1)(a)(ii)

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7. EXCLUDED PERSONS

7.1. The following overseas persons are excluded from this Special Program:

- (a) unemployed persons (that is, persons who are not currently undertaking any work, study or training);
- (b) people seeking to use the Special Program as a quasi working holiday, as reasonably determined by the Department;
- (c) people who would be eligible for another visa subclass to undertake the same activity; and
- (d) people seeking to use the Special Program as a pathway to apply for another visa to extend their stay in Australia, as reasonably determined by the Department.

8. SPONSOR OBLIGATIONS

8.1. The Special Program Provider must satisfy its sponsorship obligations in the Migration Regulations including the following obligations:

- (a) the obligation to cooperate with inspectors, as specified under regulation 2.78 of the Migration Regulations;
- (b) the obligation to pay reasonable and necessary travel costs to enable the Primary Sponsored Person or a Secondary Sponsored Person to leave Australia as specified under regulation 2.80 of the Migration Regulations;
- (c) the obligation to pay costs incurred by the Commonwealth to locate and remove an unlawful non-citizen, as specified under regulation 2.81 of the Migration Regulations;
- (d) the obligation to keep records, as specified under regulation 2.82 of the Migration Regulations;
- (e) the obligation to provide records and information to the Commonwealth, as specified under regulation 2.83 of the Migration Regulations;
- (f) the obligation to provide information to the Commonwealth when certain events occur, as specified under regulation 2.84 of the Migration Regulations;
- (g) the obligation to secure an offer of a reasonable standard of accommodation, as specified under regulation 2.85 of the Migration Regulations;
- (h) the obligation to ensure that the Primary Sponsored Person works or participates in the activity in relation to which the visa was granted, as specified under regulation 2.86A of the Migration Regulations; and
- (i) the obligation not to recover, transfer or take actions that would result in another person paying for certain costs, as specified under regulation 2.87 of the Migration Regulations.

8.2. The Special Program Provider must satisfy other responsibilities as specified in Clause 9 of this Agreement, which are additional responsibilities to the sponsorship obligations in the Migration Regulations as varied and the responsibilities specified in Schedule 2, Item 4 of this Agreement.

8.3. The Migration Regulations may be amended from time to time and the Special Program Provider must comply with its obligations under any amended Migration Regulations.

s. 22(1)(a)(ii)

Initials

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- 8.4. The Special Program Provider must comply with any obligation imposed on it by the Migration Act.
- 8.5. The obligations referred to in Clause 8.1 apply in accordance with the Migration Act and the Migration Regulations.

9. FURTHER SPECIAL PROGRAM PROVIDER RESPONSIBILITIES

- 9.1. The Special Program Provider must provide evidence, which the Participant is to submit with the Temporary Activity (subclass 408) visa application, that the Special Program Provider has agreed in writing to sponsor the Participant in relation to the Special Program. The evidence in writing may be in the form of a letter of invitation, including information in accordance with Schedule 2, Item 3 of this Agreement, provided by the Special Program Provider to the Participant.
- 9.2. The Special Program Provider must:
- (a) to the extent possible, engage persons who have a genuine intention to participate in this Special Program and to return to their home country upon the cessation of their Temporary Activity (subclass 408) visa;
 - (b) inform the Department of the screening and assessment methods the Special Program Provider uses to select Participants;
 - (c) encourage and, where possible, assist Participants to comply with the conditions of their Temporary Activity (subclass 408) visa; and
 - (d) advise the Department as soon as they become aware that a Participant has breached one or more of the conditions of their Temporary Activity (subclass 408) visa.
- 9.3. The Special Program Provider has the responsibility to ensure that Participants do not engage in the activities of the approved Special Program prior to the Temporary Activity (subclass 408) visa being granted unless they have a visa that allows them to undertake such activities.
- 9.4. The Special Program Provider must:
- (a) work with the Department on any compliance or other visa-related issues that may arise in relation to the Special Program;
 - (b) not imply in any advertising or promotional material or letter of invitation that the Department, any other government agency or the Australian Government has endorsed the service, business, product or conduct of the Special Program Provider other than its capacity to invite Participants under the Special Program; and
 - (c) not imply in any advertising or promotional material or letter of invitation that the Special Program Provider represents the Department, any other government agency or the Australian Government, or that it has a special relationship with Department, any other government agency or the Australian Government beyond its status as a Special Program Provider under the Special Program.
- 9.5. The responsibilities referred to in this Clause 9 continue for the life of this Agreement and for the period that any Participants are onshore and hold a Temporary Activity (subclass 408) visa.

s. 22(1)(a)(ii)

Initial:

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10. MONITORING

- 10.1. The Department may, from time to time, audit the Special Program Provider's performance of its obligations in this Agreement and the Special Program Provider must cooperate with the Department for the purpose of such audits.
- 10.2. The Special Program Provider may be required to provide an annual written monitoring report to the Department, covering the financial year period and submitted by 31 July, in a template to be provided by the Department.

11. PRE-CONTRACTUAL REPRESENTATIONS

- 11.1. The Special Program Provider warrants that information supplied to the Department with respect to the Special Program Provider, being a fit and proper person or organisation to enter into this Agreement and upon which the Department relied, was true and correct.

12. VARIATION OF THIS AGREEMENT

- 12.1. This Agreement may be varied by either party giving notice in writing to the other party of the proposed variation, and the other party indicating their agreement to the proposed variation in writing.
- 12.2. The Secretary will terminate this Agreement and enter into a new agreement with the Special Program Provider to give effect to any variation.
- 12.3. No variation of this Agreement is binding otherwise than in accordance with Clause 12.1 and Clause 12.2.

13. ASSIGNMENT AND NOVATION

- 13.1. The Special Program Provider will not assign, in whole or in part, its rights or obligations under this Agreement without the prior written approval of the Department.
- 13.2. The Special Program Provider will not consult with any other person or body for the purposes of entering into an arrangement which will require novation of the Agreement without first consulting the Department.

14. NOTICES

- 14.1. Any notice, request or other communication to be given or served pursuant to this Agreement must be in writing.

15. TERMINATION

- 15.1. If the Special Program Provider fails to perform any obligation or responsibility under this Agreement, the Secretary may, if it considers that the failure is:
 - (a) not capable of remedy, by written notice, terminate this Agreement immediately; or
 - (b) capable of remedy, by written notice, require that the failure be remedied within the time specified in the notice and, if not remedied within that time, may terminate this Agreement immediately by giving a second notice.

s. 22(1)(a)(ii)

Initial

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- 15.2. The Secretary may also, by written notice, terminate this Agreement immediately (but without prejudice to any prior right of action or remedy which either Party has or may have) if the Special Program Provider:
- (a) being a corporation, comes under one of the forms of external administration referred to in chapter 5 of the Corporations Act 2001, or an order has been made for the purpose of placing the corporation under external administration; or
 - (b) being an individual, becomes bankrupt or enters into a scheme of arrangement with creditors.
- 15.3. Notwithstanding any other clause in this Agreement, the Secretary may at any time, by written notice, terminate this Agreement.
- 15.4. The Special Program Provider, the Primary Sponsored Person or their Dependents, are not entitled to any compensation or payments as a result of the Secretary terminating this Agreement.
- 15.5. This Agreement will terminate immediately if the Special Program Provider's approval as a Sponsor expires, is barred, or is cancelled under the Migration Act, or if the approved Special Program ceases to operate, or changes such that it is beyond the scope of this Agreement.

16. SPONSORSHIP OBLIGATIONS AFTER TERMINATION OR EXPIRATION

- 16.1. At the date of termination or expiration of this Agreement, the Special Program Provider's sponsorship responsibilities in Clause 8 of this Agreement will continue until all Participants in the Special Program:
- (a) have departed Australia and their Temporary Activity (subclass 408) visa has ceased; or
 - (b) have obtained another visa which permits the Participant to remain in Australia;
- unless otherwise advised by the Department.
- 16.2. At the date of termination or expiration of this Agreement, the Special Program Provider's sponsorship obligations under the Migration Act and the Migration Regulations will continue to apply in accordance with the Migration Act and the Migration Regulations.

s. 22(1)(a)(ii)

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SIGNED as a DEED for and on behalf of the
SECRETARY OF THE DEPARTMENT
OF HOME AFFAIRS on:

01/04/2019

by: s. 22(1)(a)(ii)

in the presence of s. 22(1)(a)(ii)

Signature

Signature of witness

[Name] s. 22(1)(a)(ii)

[Name] s. 22(1)(a)(ii)

[Position] DIRECTOR

[Position] PUBLIC SERVANT

Delegate of the Secretary of the Department of Home Affairs

SIGNED as a DEED for and on behalf of s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

Signature of Director/Company
Secretary
(Please delete as applicable)

(Please delete as applicable)

s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

Name of Director/Company Secretary
(Please print)

Name of Director/Company Secretary
(Please print)

26/03/2019
Date

26/03/2019
Date

¹ Unless the Program Provider is a sole Director who is also the Organisation's Secretary, at least two Directors or a Director and a Secretary must sign the Special Program Agreement. All signatures must be witnessed on the next page.

Initials s. 22(1)(a)(ii)

in the presence of:
s. 22(1)(a)(ii)

S
s. 22(1)(a)(ii)

Name of witness (print)

MANAGER OPERATIONS
Occupation/Profession of witness

26/3/19
Date

in the presence of:
s. 22(1)(a)(ii)

S
s. 22(1)(a)(ii)

Name of witness (print)

MANAGER OPERATIONS
Occupation/Profession of witness

26/3/19
Date

Initial
s. 22(1)(a)(ii)

Schedule 1 Details of Parties and Period of Agreement

| Item 1 | The Secretary's Particulars |
|---|--|
| Any questions relating to this Agreement should be directed to: | |
| Contact officer | Director, Temporary Specialist Visas Section |
| Mailing Address | Department of Home Affairs P.O. Box 25 BELCONNEN ACT 2616 Australia |
| Street Address | Department of Home Affairs 6 Chan Street BELCONNEN ACT 2617 Australia |
| Email Address | specialist.entry@homeaffairs.gov.au |
| Any questions about an application to become an approved Sponsor, or an application for a Temporary Activity (subclass 408) visa lodged by a Participant, should be addressed to the Department's Hobart office. The contact details for the Hobart office are: | |
| Mailing Address | Specialist Temporary Entry Centre – Tasmania Department of Home Affairs GPO Box 794 HOBART TAS 7001 Australia |
| Street Address | Specialist Temporary Entry Centre – Tasmania Department of Home Affairs Ground Floor 188 Collins Street HOBART TAS 7000 Australia |
| Email Address | 408@homeaffairs.gov.au |
| NOTE: | The Department's offices at Australian Missions are not involved in the processing of Temporary Activity (subclass 408) visa applications and are not usually able to assist with enquiries about those visa applications. The Special Program Provider must not encourage any person to approach Australian Missions in the Source Countries. |
| Item 2 | The Special Program Provider |
| Legal registered name of organisation | s. 22(1)(a)(ii) |
| ABN | s. 22(1)(a)(ii) |
| Business structure | Other Incorporated Entity |
| Industry/Sector | Religion |
| Main activity | Advancing Religion |

Initials

s. 22(1)(a)(ii)

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| Item 3 | The Special Program Provider's Particulars |
|----------------------------|---|
| Contact Person | s. 22(1)(a)(ii) |
| Position of contact Person | Senior Pastor/Director |
| Mailing Address | s. 22(1)(a)(ii) |
| Street Address | |
| Phone (Work) | |
| Email Address | |
| Website | |
| Item 4 | Commencement and Period |
| Commencement Date | The date specified in Clause 1.1. |
| Effective Date | The date specified in Clause 1.2. |
| Cease Date | 30 June 2021 |

Initials s. 22(1)(a)(ii)

Schedule 2 The Special Program

| Item 1 | The Approved Special Program |
|---|--|
| Program under Reg 408.228(5)(a)(ii) | Cultural Enrichment and Community Benefits Program |
| Program name | s. 47G(1)(a) |
| Purpose of Program | |
| Type of activities undertaken by Participants | |

Initial s. 22(1)(a)(ii)

| | |
|-------------------------|--|
| | s. 47G(1)(a) |
| Placement | |
| Remuneration | |
| Special Program ceiling | <ul style="list-style-type: none"> • The Special Program Provider is approved to invite up to four (4) Participants, not including any Dependants, per financial year (1 July to 30 June). • If the Special Program Provider wishes to increase their annual ceiling, they must request an increase in writing to the Secretary's delegate or contact person, as specified in Schedule 1, Item 1 of this Agreement, providing detailed reasons for the proposed amendment. Any increase is subject to the agreement of the Secretary's delegate or contact person. |

s. 22(1)(a)(ii)

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| | |
|---------------------------------------|---|
| Length of stay | <ul style="list-style-type: none"> Approved Participants will be granted a stay period to 31 July 2021 under this Special Program Agreement. Further stays may be provided under a new Special Program Agreement should funding for the s. 47G(1)(a) be continued past 30 June 2021. If the Participant will be arriving before the start of the Special Program, written confirmation of all timeframes and dates must be provided to the Department, as well as an acknowledgement that the Special Program Provider's obligations in relation to the Participant will apply in accordance with Migration Act, the Migration Regulations and this Agreement. |
| Source Countries | s. 22(1)(a)(ii) |
| Item 2 | The Participant |
| <u>Eligibility criteria</u> | To enable the Participants to fully experience the cultural and social benefits of the Special Program, the Special Program Provider will ensure that all Participants meet the following criteria: |
| Age | at least 18 years at the time a Temporary Activity (subclass 408) visa application is lodged. |
| English language | <p>All Participants must have achieved, in the 2 years prior to visa application, proficiency in English to the International English Language Test (IELTS) level 4.5 or equivalent Test of English as a Foreign Language (TOEFL), Occupational English Test (OET) or Pearson Test of English (PTE) results. A Participant is not required to undertake English language testing if:</p> <ul style="list-style-type: none"> (a) he/she holds a passport from Canada, New Zealand, the Republic of Ireland, the United Kingdom or the United States of America; or (b) he/she has completed a minimum of 5 years of full-time study in a secondary and/or higher education institution where the instruction was delivered in English. |
| Program-specific eligibility criteria | s. 47G(1)(a) |

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| | |
|----------------------|--|
| Assessments | s. 47G(1)(a) |
| Item 3 | Invitation Process |
| Letter of invitation | <p>The Special Program Provider will invite the Participants by sending them a letter of invitation to be submitted with their visa application. The letter must include the following information:</p> <ul style="list-style-type: none"> (a) the name of the approved Special Program; (b) details of the activities of the Special Program; (c) the length of proposed stay in Australia – including any periods of settling in/arranging for departure that are included in the duration of the Special Program; (d) report on the assessment of Participants against the assessment criteria, including clearly defining the experience of the Participant in relation to performing their duties as part of the Special Program; (e) the name, address and telephone number of the place where the Participant will undertake activities in Australia, if different from the address of the Special Program Provider; (f) the details of all duties/activities to be performed by the Participant; (g) any proposed training to be undertaken; (h) any wage/salary, stipend or allowances that will be paid; (i) any cost that the Participant will incur during their stay; (j) the arrangements which are in place for the Participant's support and general welfare during their stay in Australia; and |

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| | |
|---------------|--|
| | (k) whether the Participant is allowed to have any accompanying Dependants. |
| Item 4 | Maintenance Arrangements |
| | <ul style="list-style-type: none"> Once a Participant has been granted a Temporary Activity (subclass 408) visa and commenced the Special Program in Australia, the Special Program Provider must: <ul style="list-style-type: none"> (a) provide the Participant with a 24 hour per day, 7 day per week contact telephone number for the Special Program Provider; (b) monitor the progress and well-being of the Participant on a regular basis; and (c) where work is part of the approved Special Program, ensure that Participants receive their entitlements in accordance with Australia's industrial relations laws. The Special Program Provider must ensure that adequate arrangements are in place for the welfare of Participants by continuing to be satisfied that Participants have adequate means to support themselves during their stay in Australia. Other responsibilities and costs to be met by the Special Program Provider: <p>s. 47G(1)(a)</p> |

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