



Australian Government
Department of Foreign Affairs and Trade

ARRANGEMENT

BETWEEN

PACIFIC LABOUR FACILITY

AND

MINISTRY OF INTERNAL AFFAIRS

RELATING TO AN ACCOUNTABLE CASH GRANT

FOR ASSISTANCE REGARDING THE PROVISION OF

**ENGAGEMENT OF TWO (2) PART-TIME LIAISON OFFICER FOR
AUSTRALIA (ZONE 3 & 4)**

ARRANGEMENT NUMBER 01

1. **GENERAL**

- 1.1 **THIS ARRANGEMENT** expresses the understandings of the Pacific Labour Facility (“PLF”) and the Ministry of Internal Affairs (“MIA”) (hereinafter referred to as “the Participants”) concerning their respective roles and contributions in regard to the provision of an accountable cash grant to assist the Ministry of Internal Affairs – Overseas Employment Division with the costs of Engagement of two (2) Part-time Liaison Officers for Australia (hereinafter referred to as the “Activity”) as further described and detailed in **Annex 1**.

2. **AUTHORITIES**

- 2.1 The respective Contact Representatives of the Participants for this Arrangement, which may be updated as appropriate by the Participants, will be:

For the PLF: Pacific Labour Facility	
	Contact Representative
Name:	Renée Archer
Position:	Pacific and Timor-Leste Engagement Lead
Address:	Level 3, 307 Queen Street Brisbane Qld 4000 Australia
Telephone:	+61 (0) 491 263 287
Email:	renee.archer@pacificlabourfacility.com.au
For the MIA: Ministry of Internal Affairs- Overseas Employment Division	
	Contract Representative:
Name:	Dr Fotu K.V. Fisi’iahi
Position:	A/Chief Executive Officer
Address:	Taufa’ahau Road Opposite GPS Nuku’alofa Nuku’alofa Tongatapu
Telephone:	+676 7401-000
Email:	fkvfisiiahi@gmail.com

3. **RESPONSIBILITY**

3.1 The Ministry of Internal Affairs (Overseas Employment Division) will take responsibility for:

- (a) the development, direction, coordination, logistical arrangements, procurement, supervision, management, review and monitoring of or in relation to the Activity funded by the PLF's financial contribution(s) under this Arrangement
- (b) the management, acquittal and accountability of the PLF's financial contribution(s) and any Activity reporting provided for under this Arrangement.
- (c) the legal and ethical behavior of its office-bearers and staff in relation to the Activity and the PLF's financial contribution(s) provided under this Arrangement.

3.2 The Ministry of Internal Affairs (Overseas Employment Division) will acknowledge in writing to the PLF, its receipt of the PLF's financial contribution(s) made under this Arrangement.

3.3 The Ministry of Internal Affairs (Overseas Employment Division) will retain receipts and invoices relating to the Activity that are payable from or relate to the PLF's financial contribution(s) provided under this Arrangement, for the period of time stipulated in the Ministry of Internal Affairs' record-keeping regulations.

4. **CONTRIBUTION(S)**

PLF's Contribution(s):

Drafting Note: If there will be one (1) payment only, include the following clauses 4.1 to 4.7-Delete this drafting note.

4.1 The PLF will provide a financial contribution of AUD 100,000 to assist the Ministry of Internal Affairs (Overseas Employment Division with the costs of the Activity).

4.2 The PLF will use its best endeavors to make payment of this contribution within thirty (30) days of signature of this Arrangement by both Participants.

4.3 The PLF's financial contribution(s) will be subject to its annual parliamentary appropriations, [NM1]

4.4 The PLF's financial contribution(s) will be used only and solely as outlined in this Arrangement including **Annex 1** and in accordance with the budget outlined in **Annex 2**.

4.5 Any interest earned on the PLF's financial contribution(s) may be held by the Ministry of Internal Affairs (Overseas Employment Division) if mutually decided by the Participants, and it will only be expended for

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the Activity as outlined in this Arrangement and in a manner consistent with the provisions of this Arrangement.

- 4.6 Any unexpended portion of the PLF's financial contribution(s) and any interest earned on the PLF's financial contribution(s) that is not expended on the Activity at the activity completion date or earlier termination of this Arrangement (in accordance with this Arrangement) will be refunded to the PLF with the final acquittal and activity completion report.
- 4.7 The PLF will not be responsible for the cost(s) of any component of the Activity that exceeds the cost(s), including any foreign exchange losses not detailed in the budget outlined in **Annex 2**. In these circumstances, the PLF will be under no obligation to provide any additional contribution(s). The Ministry of Internal Affairs (Overseas Employment Division) will meet all costs in relation to the Activity that exceed the budget at **Annex 2**.

Drafting Note: If there will be payment in instalments, include the following clauses 4.1 to 4.9 - Delete this drafting note.

- 4.1 The PLF will provide financial contribution of up to AUD 100,000 to assist Ministry of Internal Affairs (Overseas Employment Division) with the costs of the Activity.
- 4.2 The PLF financial contribution(s) will be payable as outlined in **Table 1 (PLF Financial Contribution(s) Payment Schedule)** below:

Table 1 - PLF Financial Contribution(s) Payment Schedule

Indicative Date	Instalment Number	PLF Financial Contribution
28/04/2023	1	AUD 50,000
31/05/2023	2	AUD 50,000

- 4.3 The PLF will use its best endeavors to make payment of Instalment Number 1 within thirty (30) days of signature of this Arrangement by both Participants.
- 4.4 The Ministry of Internal Affairs (Overseas Employment Division) may submit to the PLF a written request for earlier payment of instalments subsequent to Instalment Number 1. In support of its written request, the Ministry of Internal Affairs (Overseas Employment Division) will provide the PLF with a statement of acquittal in the form at **Annex 3**, which will be:
- (a) signed by the A/Chief Executive Officer of the Ministry of Internal Affairs, certifying that at least 90% of the previous instalment has been expended on the Activity in accordance with the budget at **Annex 2**;

- (b) expressed in AUD (specifying the rate, date and source applied on the day the PLF financial contribution was converted); and
 - (c) submitted to the PLF Contact Representative specified in **paragraph 2.1**.
- 4.5 The PLF's financial contribution(s) outlined in **Table 1** above will be subject to the PLF's annual parliamentary appropriations.
- 4.6 The PLF's financial contribution(s) will be used only and solely as outlined in this Arrangement including **Annex 1** and in accordance with the budget as outlined in **Annex 2**.
- 4.7 Any interest earned on the PLF's financial contribution(s) may be held by Ministry of Internal Affairs (Overseas Employment Division), if mutually decided by the Participants, and it will only be expended for the Activity as outlined in this Arrangement and in a manner consistent with the provisions of this Arrangement.
- 4.8 Any unexpended portion of the PLF's financial contribution(s) and any interest earned on the PLF's financial contribution(s) that is not expended on the Activity at the activity completion date or earlier termination of this Arrangement (in accordance with this Arrangement) will be refunded to the PLF with the final acquittal and activity completion report.
- 4.9 The PLF will not be responsible for the cost(s) of any component of the Activity that exceeds the cost(s), including any foreign exchange losses not detailed in the budget outlined in **Annex 2**. In these circumstances, the PLF will be under no obligation to provide any additional contribution(s). The Ministry of Internal Affairs (Overseas Employment Division) will meet all costs in relation to the Activity that exceed the budget at **Annex 2**.

**GOT - Ministry of Internal Affairs (Overseas Employment Division)
Contribution(s):**

- 4.10 The contribution of the Ministry of Internal Affairs (Overseas Employment Division) will include all measures necessary for the smooth implementation of the Activity.

5. MANAGEMENT OF THE PLF FINANCIAL CONTRIBUTION(S)

- 5.1 The Ministry of Internal Affairs (Overseas Employment Division) will maintain a sound administrative and financial management system capable of verifying statements of acquittal. The Ministry of Internal Affairs (Overseas Employment Division) will keep proper and detailed accounts, records and asset registers with adequate Activity management records that provide clear audit trails in relation to expenditure of the PLF's financial contribution(s) provided under this Arrangement.

6. IMPLEMENTATION AND MONITORING

- 6.1 The Ministry of Internal Affairs (Overseas Employment Division) will provide the PLF with acquittal(s) and reports within the timeframes as specified in this Arrangement.
- 6.2 The Ministry of Internal Affairs (Overseas Employment Division) will inform the PLF of any significant change to the organizational management or decision-making structure of the Ministry of Internal Affairs (Overseas Employment Division) that may impact on the implementation of the Activity, as soon as practicable.

7. ACTIVITY COMMENCEMENT AND COMPLETION

- 7.1 The Activity will commence on **01 May 2023** and will be completed no later than **31 April 2024** unless otherwise mutually determined by the Participants, in writing.
- 7.2 The Ministry of Internal Affairs (Overseas Employment Division) will inform PLF when the Activity has been completed.

8. REPORTING

Activity Reporting:

- 8.1 Within sixty (60) days of the activity completion date stipulated in **paragraph 7.1** or earlier termination of this Arrangement, the Ministry of Internal Affairs (Overseas Employment Division) will provide the PLF with an activity completion report of no more than [10] pages, outlining the following:
- (a) a brief outline of the Activity undertaken and the key outcomes;
 - (b) achievement of or progress towards achievement of the objectives of the Activity; and
 - (c) lessons learned; and
 - (d) any other relevant issues as mutually determined by the Participants in writing.

Drafting Note: Insert any other Activity reporting requirements here — for example monthly reporting on the progress of the Activity, if required.

- 8.2 The Activity reports outlined in this **paragraph 8** (Activity Reporting) will be submitted to the PLF Contact Representative as outlined in **paragraph 2.1** of this Arrangement.

Financial Reporting and Acquittal:

- 8.3 Attached to the activity completion report referred to in **paragraph 8.1** above, the Ministry of Internal Affairs (Overseas Employment Division)

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will provide the PLF with a final acquittal of the total PLF's financial contribution(s) provided by the PLF to the Ministry of Internal Affairs (Overseas Employment Division) under this Arrangement against the budget at **Annex 2**. The final acquittal will be in AUD and will specify the exchange rate(s), date(s) and source(s) applied on the day the PLF financial contribution(s) were converted. The final acquittal will be signed by the Chief Executive Officer of Ministry of Internal Affairs (Overseas Employment Division), certifying that the PLF financial contribution(s) have been expended on the Activity in accordance with the budget at **Annex 2** to this Arrangement and will be in the form at **Annex 3** to this Arrangement.

- 8.4 The final acquittal will be submitted to the PLF Contact Representative specified in **paragraph 2.1** of this Arrangement.
- 8.5 If requested by the PLF, the Ministry of Internal Affairs (Overseas Employment Division) will provide the PLF with an independently audited statement of expenditure of the PLF financial contribution(s) provided under this Arrangement by an auditor nominated by the PLF, or by an auditor nominated by the Ministry of Internal Affairs (Overseas Employment Division) and approved by the PLF, and within the timeframe specified by the PLF in writing.

9. EVALUATION

- 9.1 An evaluation of the progress and/or outcome(s) of the Activity may be made at times arranged between and mutually convenient to the Participants. Such an evaluation will be undertaken jointly and independently of staff involved with the Activity.

10. FRAUD

- 10.1 The Ministry of Internal Affairs (Overseas Employment Division) will take responsibility for:
- (a) preventing and detecting fraud including fraud within those functions outsourced to or performed by a contractor or any other entity relating to the management or administration of the Activity; and
 - (b) ensuring that its staff and its contractors' staff are responsible and accountable, as part of their routine responsibilities, for preventing and reporting any fraud or suspected fraud.
- 10.2 The Ministry of Internal Affairs (Overseas Employment Division) will report in writing within five (5) working days to the PLF any detected, suspected, or attempted fraudulent activity concerning the implementation of the Activity of which it becomes aware.
- 10.3 In the event of detected, suspected or attempted fraud concerning the implementation of the Activity, the Ministry of Internal Affairs (Overseas Employment Division) in consultation with the PLF,

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will develop and implement a strategy to investigate the matter, based on its own procedures for fraud investigation.

- 10.4 Following the conclusion of such an investigation, where the investigation finds that the Ministry of Internal Affairs (Overseas Employment Division) employee or contractor has engaged in a fraudulent activity, the Ministry of Internal Affairs (Overseas Employment Division) will make every effort to recover any unexpended part of the PLF financial contribution(s) or property acquired with the PLF financial contribution(s) through fraudulent activity, including:
- (a) taking recovery action in accordance with recovery procedures of the Ministry of Internal Affairs (Overseas Employment Division), including, civil litigation, where appropriate; and
 - (b) referring the matter to the police or other relevant authorities responsible for prosecution of fraudulent activity; or
 - (c) in the case of the Ministry of Internal Affairs (Overseas Employment Division) employee, taking the relevant disciplinary procedures in accordance with any applicable relevant code of conduct or similar to the Ministry of Internal Affairs (Overseas Employment Division) provisions where these exist.
- 10.5 For the purposes of this **paragraph 10** (Fraud), the terms ‘fraudulent activity’ and ‘fraud’ mean: dishonestly obtaining a benefit by deception or other means.

11. ANTI-CORRUPTION

- 11.1 The Participants are committed to preventing and detecting corruption and bribery. The Ministry of Internal Affairs (Overseas Employment Division) through its employees, agents and representatives will not make or cause to be made, nor receive or seek to receive, any offer, gift or payment, consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly or indirectly to any party, as an inducement or reward in relation to the implementation of this Arrangement or any arrangement or provision of funds in relation to the Activity. The Ministry of Internal Affairs (Overseas Employment Division) will use its best endeavors to ensure that any employee, agent, representative or other entity involved in the Activity will also adhere to this provision.
- 11.2 For the purposes of this **paragraph 11** (Anti-Corruption), the term “corrupt” includes any action or practice which would warrant disciplinary procedures being taken against an individual under applicable laws.

12. PROCUREMENT

- 12.1 The Ministry of Internal Affairs (Overseas Employment Division) will use its best endeavors to ensure that any procurement undertaken using the PLF financial contribution(s):
- (a) is undertaken in a manner that achieves value for money;
 - (b) promotes the use of resources in an efficient, effective and ethical manner; and
 - (c) is undertaken in accordance with the Ministry of Internal Affairs (Overseas Employment Division) procurement guidelines.
- 12.2 The Ministry of Internal Affairs (Overseas Employment Division), will seek the PLF's prior written approval for any individual procurement(s) with a value in excess of AUD 100,000.00 undertaken using the PLF's financial contribution(s). The Ministry of Internal Affairs (Overseas Employment Division) will, upon the request of the PLF, submit a detailed procurement plan to the PLF for approval prior to proceeding with any individual procurement(s), irrespective of the procurement value.
- ## 13. COUNTER-TERRORISM
- 13.1 The Ministry of Internal Affairs (Overseas Employment Division) will use its best endeavors to ensure that funds provided by the PLF under this Arrangement, do not provide direct or indirect support or resources to organizations and individuals associated with terrorism or listed on a 'Relevant List'.
- 13.2 If, during the course of this Arrangement, the Ministry of Internal Affairs (Overseas Employment Division) discovers that an organization or individual involved in the Arrangement is listed on a 'Relevant List' or has any link whatsoever with any organization or individual associated with terrorism it will inform PLF immediately.
- 13.3 PLF may terminate this Arrangement immediately by notice in writing to the Ministry of Internal Affairs (Overseas Employment Division) if in the view of the PLF, the Ministry of Internal Affairs (Overseas Employment Division) has not adequately implemented its commitments under this **paragraph 13** (Counter-Terrorism).
- 13.4 Notwithstanding any termination of this Arrangement, in the event that any funds provided under this Arrangement are found to have been paid to organizations and individuals associated with terrorism, the Ministry of Internal Affairs (Overseas Employment Division) will use its best endeavors to recover an amount equivalent to such funds and will refund to the PLF any amount so recovered.

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14. INTELLECTUAL PROPERTY

- 14.1 The Participants will each retain all intellectual property rights held in their respective prior material provided in the implementation of this Arrangement.
- 14.2 Any intellectual property rights arising in relation to this Arrangement will vest in the Ministry of Internal Affairs (Overseas Employment Division) upon their creation. The Ministry of Internal Affairs (Overseas Employment Division) grants to the PLF a world-wide, irrevocable, royalty-free license to use any materials with intellectual property rights arising in relation to the implementation of this Arrangement.
- 14.3 In the absence of any other arrangement between the Participants defining the term “Intellectual Property” in the context of development assistance, for the purposes of this Arrangement “Intellectual Property” will have the meaning provided for in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm on 14 July 1967.

15. CLAIMS

- 15.1 The Ministry of Internal Affairs (Overseas Employment Division) will deal with any claim which may be brought by the Ministry of Internal Affairs (Overseas Employment Division) and/or third parties against the PLF, its employees, agents and representatives, and will hold harmless the PLF, its employees, agents and representatives from civil liability for acts or omissions occurring in relation to this Arrangement except for their acts arising from gross negligence or willful misconduct. This provision will survive termination or expiration of this Arrangement.

16. AMENDMENTS

- 16.1 This Arrangement may be amended at any time as mutually determined in writing by the Participants.

17. TERMINATION

- 17.1 This Arrangement may be terminated at any time by the written mutual consent of the Participants.
- 17.2 The PLF may terminate this Arrangement if following consultations with the Ministry of Internal Affairs (Overseas Employment Division), the PLF considers that the Ministry of Internal Affairs

(Overseas Employment Division) has not adhered to the provisions of this Arrangement.

18 DURATION

- 18.1 This Arrangement will take effect on the date of its signature by both Participants.
- 18.2 This Arrangement will remain in effect for an initial period of [12] [months] and may be extended for additional periods as mutually determined in writing by the Participants.

19. STATUS OF THIS ARRANGEMENT

- 19.1 This Arrangement embodies the understandings of the PLF and the Ministry of Internal Affairs (Overseas Employment Division) and does not create legally binding rights or obligations.

20 SETTLEMENT OF DISPUTES

- 20.1 The Participants will consult at any time upon the request of either one regarding any matter relating to the provisions of this Arrangement and will endeavor jointly in a spirit of cooperation and mutual trust to resolve any difficulties or misunderstanding which may arise between the Participants.

21. ANNEXES

- 21.1 Annexes to this Arrangement form an integral part of this Arrangement.

SIGNED in duplicate at _____, on _____ day of _____, in the year _____, both texts having equal validity.

For Pacific Labour Mobility, Australia	For the Ministry of Internal Affairs
_____ Renée Archer Pacific and Timor-Leste Engagement Lead Pacific Labour Facility Australia	_____ Dr Fotu K.V. Fisi'iahi A/Chief Executive Officer Ministry of Internal Affairs

ANNEX 1

THE ACTIVITY

ENGAGING A TWO PART-TIME LIAISON OFFICERS FOR AUSTRALIA TO SUPPORT LABOUR MOBILITY PROGRAMS

1. BACKGROUND

1.1

The Overseas Employment Division under the Ministry of Internal Affairs, supports and facilitates the participation of over 5,000 Tongan workers abroad under the Seasonal Worker Program (SWP) and the Pacific Labour Scheme (PLS) to Australia. Most of these workers are engaged under the Seasonal Worker Programme and are in Australia for 3-9 months per season. The PLS Programme, which recently commenced in 2019, allows workers to work in Australia for up to 3 years working in the meat works, agriculture, aged care and hospitality industries.

The welfare of workers while they are employed overseas is of primary importance to the Government of Tonga and the Ministry of Internal Affairs. While Approved Employers have a prominent role in this worker welfare management, the Tongan government recognizes that it must also take a leading role in providing pastoral care for its workers. The Ministry of Internal Affairs has therefore remitted 2 Liaison Officers for RSE workers in New Zealand and one Liaison Officer in Australia. Liaison Officers are recruited as employees of the Ministry of Internal Affairs and work in Australia and New Zealand as representatives of the Tongan government.

Given that over 3,000 Tongan workers are mobilized to work in Australia each year, one Liaison Officer is not sufficient. The Ministry of Internal Affairs is therefore seeking to recruit a second Liaison Officer to be based in Queensland. The role will cover pastoral care for both SWP and PLS Tongan workers including in Queensland, where the majority of Tongan SWP worker placements exist.

For this assignment, DFAT will provide funding support in the first six (6) months of the position. The remaining existence of the position, the Ministry of Internal Affairs secure funds and absorb the position from their recurrent budget in the next financial year 2021/22.

2. ACTIVITY OBJECTIVES

2.1

The two Part-time Liaison Officers will be responsible for;

- a) Pastoral Care services to Seasonal Workers Program and Pacific Labour Scheme Tongan workers
- b) Provide and facilitate Liaison Services and maintain relationships with Approved Employers on behalf of Government of Tonga
- c) Marketing of Tonga as a Pacific Labour Scheme and Seasonal Worker Program sending country

- d) Management of worker welfare and marketing data
- e) Reporting of the progress updates on the Pacific Labour Scheme and Seasonal Worker Program workers from New South Wales (preferably Sydney) – Zone 3 and Perth in Western Australia – Zone 4 in Australia.

3. UTILISATION OF THE FINANCIAL CONTRIBUTION(S)

- 3.1 The Ministry of Internal Affairs – Overseas Employment Division) will use the financial contribution(s) solely and only for expenditure on the following:
- (a) Work plan to be developed with the Labour Sending Unit and the CEO for Internal Affairs upon commencement of the contractual employment term
 - (b) Monthly progress reports on worker welfare, critical incident, grievance and investigations
 - (c) Inception status report on housing, pastoral care, deductions, well-being of SWP and PLS workers
 - (d) Logistics plans for marketing events, worker welfare visits and official visits from the Tongan government
 - (e) Recommend worker welfare and critical incident protocol including corrective actions
 - (f) Attend Liaison Officer meetings and other relevant meetings, as endorsed by the Labour Sending Unit
 - (g) Regular worker welfare and marketing reports on a monthly basis

4. RISK MANAGEMENT

4.1 The potential risks pose by this agreement is as follows;

Risks	Mitigation
Conflicts of interest in the recruitment process and not being able to find a suitable candidate	DFAT Tonga Post will work closely with the PLF Engagement Manager who represents DFAT in the process to work closely with the Government of Tonga to provide support and ensure recruiting of appropriate candidate. Ensure the Conflict of interest (COI) form is provided for panel members to ensure they declare any COI issues.
Government of Tonga may have competing priorities which will lead to incomplete tasks	DFAT Tonga Post will work closely with the Government of Tonga (MIA) to manage and ensure tasks are completed. Through the support of the Pacific Labour Facility (PLF) Engagement Manager, will provide technical advice and support to the Liaison Officer and the Ministry's Employment Division.
Poor management by proposed Contractor in delivery of services	DFAT Tonga Post will support PLF Engagement Manager to manage and coordinate pan activities

ANNEX 2

BUDGET

Table 1 - GoA Financial Contribution(s) Payment Schedule

Indicative Date	Instalment Number	PLF Financial Contribution
28/04/2023	1	AUD 50,000
31/05/2023	2	AUD 50,000

Table 2 - The remuneration and schedule for payment is as follows:

Description	Price (AUD)
Remuneration (12 months)	\$45,000.00 (\$3750 per month) (x2)
Reimbursable Expenses (12 months)	\$5,000.00 (x2)
Total Package (12 months)	\$100,000.00

Claims from the reimbursable expenditure budget must be made through proper invoices within 30 days of expenditure.

Salaries will be paid according to milestones that will be outlined in the Part-time Liaison Officers' contract.

ANNEX 3

ACQUITTAL FORM

AUSTRALIAN DEVELOPMENT AID - ACQUITTAL ADVICE

STATEMENT OF COSTS expended on the Activity: **Engagement 2 Part-time Liaison Officers for Australia to support Labour Mobility programs**

I certify that the above statement of expenditure is accurate and represents expenditure of the GoA financial contribution(s) on the Activity **Engagement of a Part-time Liaison Officers for Australia to support Labour Mobility programs** in accordance with the budget at **Annex 2** of the Arrangement between the GoA and GOT dated _____ (Arrangement Number 01) and also the other provisions of that Arrangement.

Signed for and on behalf of the Government of Tonga (as represented by [Ministry of Internal Affairs (Overseas Employment Division)] by:

Signature

Name and Position

Dated:



MINISTRY OF INTERNAL AFFAIRS

TONGA'S TWO PART-TIME LIAISON OFFICERS TO AUSTRALIA (SCHEME)

TERMS OF REFERENCE

- **Two Part-time Liaison Officers for Tongan seasonal workers in Australia as follows;**
 - Part-time Liaison Officer, Zone 3 based in New South Wales (preferably Sydney)
 - Part-time Liaison Officer, Zone 4 based in Perth, Western Australia

Purpose of the Position:

Country Liaison Officers (CLOs) are representatives of countries participating in the PALM (Pacific Australia Labour Mobility) Scheme. CLOs are the key focal point between PALM workers, approved employers (AEs), and the government of their sending countries. Their role is to provide on the ground support to workers and employers and to facilitate greater participation in labour mobility by their respective governments. The roles and responsibilities of CLOs may differ based on the sending countries priorities, worker numbers and ongoing issues. However, a generic outline of the tasks expected under the PALM Scheme is below:

Under the direction of their sending country Ministry or embassy, Country Liaison Officers:

1. In collaboration with AEs and the Pacific Labour Facility (PLF), provide pastoral care support to workers from their respective countries participating in PALM scheme. This can include:
 - Basic language translations and cultural support for AEs/ workers.
 - Supporting on-arrival worker briefings as needed by AEs.
 - Facilitating AE connections with local diaspora, churches and community groups where appropriate.
 - Support to understand how to connect to basic services, such as medical allied and emergency services providers.
 - Support to understand pay, deductions and living expenses.
 - Support to understand workplace requirements and expectations, including from a cultural perspective.
 - Partner in cultural competency activities as directed by the PLF.
 - Where appropriate, assist to coordinate responses to critical incidents.
2. In alignment with the PALM Scheme's escalation and response procedures, liaise with AEs on key issues raised by workers from their sending country, to address ongoing concerns and avoid future risks to participation. These issues can include:
 - Accommodation.
 - Transport to place of work.
 - Medical issues and health insurance requirements.

- Culturally appropriate methods of communicating information.
- 3. In collaboration with the PLF, liaise with AEs to collect information and feedback on any issues or concerns employers have regarding the performance of their workforce, and how to constructively address this.
- 4. Be available to workers from their sending country to address concerns or questions relating to their participation in the scheme (including employment rights, immigration laws and criminal offences) aligned to approved escalation procedures.
- 5. Maintain transparent and positive relationships with AEs to minimise risk to all participants, engaging with clear strategic objectives to each visit or engagement.
- 6. Report, investigate and monitor any issues identified as an ongoing concern by the government of the sending country, ensuring detailed documentation is kept.
- 7. Provide regular detailed, and ad hoc situational and incident, reports to sending country government and relevant stakeholders as required.
- 8. Maintain a strong connection and good relationship with in-country Labour Sending Units (LSUs)/ Ministry stakeholders and in-Australia Diplomatic missions.
- 9. Collect data relating to worker numbers, critical/non-critical incidents, frequently asked questions from workers and AEs, ongoing concerns, and positive feedback. Facilitate and participate in labour mobility research as required.
- 10. Facilitate visits between government representatives and relevant stakeholders, including AEs, PLF and DFAT.
- 11. Liaise with PLF to coordinate visits, develop detailed travel plans in conjunction with employers to guide pastoral care/ welfare visits with transparency, value for money and efficiency in mind.
- 12. Participate in CLO forums, induction and training activities, welfare meetings and activities as required.
- 13. Where required facilitate the arrival and departure of workers upon the commencement of contracts and end of employment.

Qualifications

- The consultant sought may be an Australian citizen, an Australian Resident or a Tongan citizen residing in Tonga or abroad with the relevant Australian Work Visa
- Fluent in both the Tongan and English language (oral and written)
- Relevant Tertiary training related to pastoral care, community development and social science will be an advantage
- A minimum of 2 years' relevant experience in working with Tongan communities in Australia or abroad
- Experience in working with seasonal workers in the horticulture and viticulture industries will be an advantage

- Further experience in skills transfer activities such as providing short term training and counselling services will be added bonus. Administrative and management competence would be an asset.

Experience and Competencies:

- Excellent oral and written communication skills, both in Tongan and English
- Demonstrate liaising and networking abilities to establish strong working relationships with Government agencies, employees, community and industry stakeholders
- He/she must be able to provide program leadership and professional direction within a small but relatively complex environment
- Must be able to deal with politically and culturally sensitive issues and highly capable of developing problem solving skills
- Familiar with current legislation in Australia relating to the recognized seasonal employer scheme including employment rights, taxation, immigration laws, criminal offences etc
- Able to conduct fields work outside normal hours if necessary and to undertake duties which requires substantial travel to remote farm areas.

Deliverables:

- a. Monthly progress report
- b. Inception status report on housing, pastoral care, deductions, well-being of employees
- c. Assist with preparation of Travel plans
 - Schedule and arrangement for Tonga’s delegations annual visit to PALM
 - Repatriation flights
- d. Management plan of stakeholder’s expectations
- e. Recommended corrective actions
- f. Attend liaison officers meeting (face-to-face or via virtual meetings)
- g. Data collection
- h. Verify compliance of processes and procedures
- i. Few to zero absconding

Remuneration:

The remuneration and schedule for payment of the two part-time Liaison Officers is specified below:

Description	Price (AUD)
Remuneration (12 months)	\$45,000.00 (\$3750 per month) (x2)
Reimbursable Expenses (12 months)	\$5,000.00 (x2)
Total Package (12 months)	\$100,000.00

(Note: AUD\$50,000.00 for 1 part-time Liaison Officer - \$45,000 for annual payment (AUD\$3750 per month), \$5,000 for Reimbursement expenses)

- ❖ Reimbursable PALM work related expenditure:
 - Travel (by road and air)
 - Accommodation & Meals (when on PALM related travels)
 - Telephone expenses
 - Printing & Publication

Reporting Obligations and Performance Assessment:

A Work Plan is to be developed in consultation with the CEO of Internal Affairs within one month of commencement. The Work Plan will identify strategies and expected outcomes for the duration of the contract. The Liaison Officer is to report against the Work Plan at the end of each month.

The part-time Liaison Officers will be expected to provide progress reports to the CEO of Internal Affairs as required. Situational and incident reports will also be expected in specific circumstances as arise and identified by the Ministry of Internal Affairs.

During the period of the contract, the performance of the Liaison Officer will be assessed according to a criteria and methodology mutually approved by both the Liaison Officer and the CEO of Internal Affairs.

