



**SUCCESSION
TRAINING**

BSB51415 Diploma of Project Management



Human Resource Management

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INTRODUCTION

Assessment is a difficult process – we understand this and have developed a range of assessment kits, such as this, to facilitate a seamless process for both the assessor and the learner being assessed.

There are a number of characteristics of assessment, ranging from *subjective assessment* (which is based on opinions and feelings), to *objective assessment* (which is based clearly on defined processes and specific standards). Nearly all assessment involves a mixture of both types of assessment because it is almost impossible to eradicate the subjectivity humans carry into the process of assessing. The goal in developing and implementing these assessment kits is to work towards the objective end as far as possible and to reduce the degree of opinions and feelings present.

WHAT IS COMPETENCY BASED ASSESSMENT

The features of a competency based assessment system are:

- It is focused on what learners can do and whether it meets the criteria specified by industry as competency standards.
- Assessment should mirror the environment the learner will encounter in the workplace.
- Assessment criteria should be clearly stated to the learner at the beginning of the learning process.
- Assessment should be holistic. That is it aims to assess as many elements and/or units of competency as is feasible at one time.
- In competency assessment a learner receives one of only two outcomes – competent or not yet competent.
- The basis of assessment is in applying knowledge for some purpose. In a competency system, knowledge for the sake of knowledge is seen to be ineffectual unless it assists a person to perform a task to the level required in the workplace.
- The emphasis in assessment is on assessable outcomes that are clearly stated for the trainer and learner. Assessable outcomes are tied to the relevant industry competency standards where these exist. Where such competencies do not exist, the outcomes are based upon those identified in a training needs analysis.

Definition of competency

Assessment in this context can be defined as:

- The fair, valid, reliable and flexible gathering and recording of evidence to support judgement on whether competence has been achieved. Skills and knowledge (developed either in a structured learning situation, at work, or in some other context) are assessed against national standards of competence required by industry, rather than compared with the skills and knowledge of other learners.

THE BASIC PRINCIPLES OF ASSESSING NATIONALLY RECOGNISED TRAINING

Developing and conducting assessment, in an Australian vocational education and training context, is founded on a number of basic conventions:

The principles of assessment

- Assessment must be valid
 - Assessment must include the full range of skills and knowledge needed to demonstrate competency.
 - Assessment must include the combination of knowledge and skills with their practical application.
 - Assessment, where possible, must include judgements based on evidence drawn from a number of occasions and across a number of contexts.
- Assessment must be reliable
 - Assessment must be reliable and must be regularly reviewed to ensure that assessors are making decisions in a consistent manner.
 - Assessors must be trained in national competency standards for assessors to ensure reliability.
- Assessment must be flexible
 - Assessment, where possible, must cover both the on and off-the-job components of training within a course.
 - Assessment must provide for the recognition of knowledge, skills and attitudes regardless of how they have been acquired.
 - Assessment must be made accessible to learners through a variety of delivery modes, so they can proceed through modularised training packages to gain competencies.

- Assessment must be mutually developed and agreed upon between assessor and the assessed.
- Assessment must be able to be challenged. Appropriate mechanisms must be made for reassessment as a result of challenge.

The rules of evidence (from *Training in Australia* by M Tovey, D Lawlor)

When collecting evidence there are certain rules that apply to that evidence. All evidence must be valid, sufficient, authentic and current;

- Valid
 - Evidence gathered should meet the requirements of the unit of competency. This evidence should match or at least reflect the type of performance that is to be assessed, whether it covers knowledge, skills or attitudes.
- Sufficient
 - This rule relates to the amount of evidence gathered. It is imperative that enough evidence is gathered to satisfy the requirements that the learner is competent across all aspects of the unit of competency.
- Authentic
 - When evidence is gathered the assessor must be satisfied that evidence is the learner's own work.
- Current
 - This relates to the recency of the evidence and whether the evidence relates to current abilities.

THE DIMENSIONS OF COMPETENCY

The national concept of competency includes all aspects of work performance, and not only narrow task skills. The four dimensions of competency are:

- Task skills
- Task management skills
- Contingency management skills

REASONABLE ADJUSTMENT

Adapted Reasonable Adjustment in teaching, learning and assessment for learners with a disability - November 2010 - Prepared by - Queensland VET Development Centre

Reasonable adjustment in VET is the term applied to modifying the learning environment or making changes to the training delivered to assist a learner with a disability. A reasonable adjustment can be as simple as changing classrooms to be closer to amenities, or installing a particular type of software on a computer for a person with vision impairment.

Why make a reasonable adjustment?

We make reasonable adjustments in VET to make sure that learners with a disability have:

- the same learning opportunities as learners without a disability
- the same opportunity to perform and complete assessments as those without a disability.

Reasonable adjustment applied to participation in teaching, learning and assessment activities can include:

- customising resources and assessment activities within the training package or accredited course
- modifying the presentation medium learner support
- use of assistive / adaptive technologies
- making information accessible both prior to enrolment and during the course
- monitoring the adjustments to ensure learner needs continue to be met.

Assistive / Adaptive Technologies

Assistive / adaptive technology means 'software or hardware that has been specifically designed to assist people with disabilities in carrying out daily activities' (World Wide Web Consortium - W3C). It includes screen readers, magnifiers, voice recognition software, alternative keyboards, devices for grasping, visual alert systems, digital note takers.

IMPORTANT NOTE

Reasonable adjustment made for collecting candidate assessment evidence must not impact on the standard expected by the workplace, as expressed by the relevant Unit(s) of Competency. E.g. If the assessment was gathering evidence of the candidates competency in writing, allowing the candidate to complete the assessment verbally would not be a valid assessment method. The method of assessment used by any reasonable adjustment must still meet the competency requirements.

THE UNITS OF COMPETENCY

The units of competency specify the standards of performance required in the workplace.

This assessment addresses the following unit of competency from **BSB51415 Diploma of Project Management**:

BSBPMG515 – Manage Project Human Resources

1. Plan human resources relevant to projects
2. Implement project personnel training and development
3. Lead project team
4. Finalise human resource activities related to projects

BSBPMG518 – Manage Project Procurement

1. Determine procurement requirements
2. Establish agreed procurement processes
3. Conduct procurement activities
4. Implement and monitor procurement
5. Manage procurement finalisation procedures

BSBPMG519 – Manage Project Stakeholder Engagement

1. Identify and address stakeholder interests
2. Manage effective stakeholder engagement
3. Manage stakeholder communications

BSBWOR501 – Manage Personal Work Priorities and Professional Development

1. Establish personal work goals
2. Set and meet own work priorities
3. Develop and maintain professional competence

BSBWOR502 – Lead and Manage Team Effectiveness

1. Establish team performance plan
2. Develop and facilitate team cohesion
3. Facilitate teamwork
4. Liaise with stakeholders

For complete copies of the above unit of competency:
Download them from the TGA website: www.training.gov.au

ASSESSMENT REQUIREMENTS

The assessment requirements specify the evidence and required conditions for assessment.

Each unit of competency can be unbundled to reveal three key assessment components:

- Performance Evidence - describes the subtasks that make up the element of the unit
- Knowledge Evidence - describes the knowledge that must be applied in understanding the tasks described in the elements
- Assessment Conditions - describes the environment and conditions that assessments must be conducted under

The associated assessment tool in this kit covers all of these components as detailed in the matrix to follow:

Assessment Activities	Units of competency				
	BSBPMG515	BSBPMG518	BSBPMG519	BSBWOR501	BSBWOR502
Written Questions	✓	✓	✓	✓	✓
Case Studies	✓	✓			

BSBPMG515 – Manage Project Human Resources

This unit describes the skills and knowledge required to manage human resources related to projects. It involves planning for human resources, implementing personnel training and development, and managing the project team.

Performance evidence

1. plan and allocate human resources to a project
2. identify and organise project personnel training and development
3. manage project personnel to achieve project outcomes
4. apply human resource management (HRM) methods, techniques and tools to the project.

Knowledge evidence

1. summarise human resource management (HRM) methods, techniques and tools
2. explain strategies for managing project human resources and their application to different situations
3. explain processes used to measure individuals' performance against agreed criteria
4. explain techniques for managing and improving performance.

Assessment conditions

Assessment must be conducted in a safe environment where evidence gathered demonstrates consistent performance of typical activities experienced in the management and leadership – project management field of work and include access to:

1. project documentation
2. case studies and, where possible, real situations
3. interaction with others.

BSBPMG518 – Manage Project Procurement

This unit describes the skills and knowledge required to undertake procurement in projects.

Performance evidence

1. work with others to determine procurement requirements and produce a procurement management plan for a project
2. carry out procurement and contracting activities according to agreed processes
3. monitor activities across a project's life cycle and resolve issues that could affect achievement of project objectives
4. create and maintain procurement records and documentation according to requirements of project and organisation
5. document a review of procurement management processes and procedures.

Knowledge evidence

1. describe the general features of a procurement management plan
2. summarise procurement procedures and required documentation
3. identify criteria that could be used to select vendors or suppliers
4. explain the general conditions and legal obligations of contracts as they relate to project procurement
5. explain probity and project governance constraints that relate to project procurement in a project and industry context.

Assessment conditions

Assessment must be conducted in a safe environment where evidence gathered demonstrates consistent performance of typical activities experienced in the management and leadership – project management field of work and include access to:

1. workplace documentation relevant to procurement and contracts
2. case studies or, where possible, real situations.

BSBPMG519 – Manage Project Stakeholder Engagement

This unit describes the skills and knowledge required to manage stakeholder relationships.

Performance evidence

1. identify common problems leading to variances in stakeholder engagement
2. explain and analyse interests and expectations of stakeholders
3. describe levels and means of stakeholder engagement
4. identify and explain stakeholder engagement theory and strategies
5. describe types of project stakeholders.

Knowledge evidence

1. identify common problems leading to variances in stakeholder engagement
2. explain and analyse interests and expectations of stakeholders
3. describe levels and means of stakeholder engagement
4. identify and explain stakeholder engagement theory and strategies
5. describe types of project stakeholders.

Assessment conditions

Assessment must be conducted in a safe environment where evidence gathered demonstrates consistent performance of typical activities experienced in the management and leadership – project management field of work and include access to:

1. examples of project management documentation for stakeholder engagement
2. records of project team leadership in stakeholder engagement activities
3. case studies and, where possible, real situations.

BSBWOR501 – Manage Personal Work Priorities and Professional

This unit describes the skills and knowledge required to create systems and process to organise information and prioritise tasks.

Performance evidence

1. use business technology to create and use systems and processes to organise and prioritise tasks and commitments
2. measure and maintain personal work performance including assessing competency against competency standards and seeking feedback
3. maintain an appropriate work-life balance to manage personal health and stress
4. participate in networks
5. develop a personal development plan which includes career objectives and an action plan
6. develop new skills.

Knowledge evidence

1. explain principles and techniques involved in the management and organisation of:
 - 1.1. performance measurement
 - 1.2. personal behaviour, self-awareness and personality traits identification
 - 1.3. a personal development plan
 - 1.4. personal goal setting
 - 1.5. time
2. discuss management development opportunities and options for self
3. describe methods for achieving a healthy work-life balance
4. outline organisation's policies, plans and procedures
5. explain types of learning style/s and how they relate to the individual
6. describe types of work methods and practices that can improve personal performance.

Assessment conditions

Assessment must be conducted in a safe environment where evidence gathered demonstrates consistent performance of typical activities experienced in the industry capability - workplace effectiveness field of work and include access to:

1. workplace equipment and resources
2. case studies and, where possible, real situations
3. interaction with others.

BSBWOR502 – Lead and Manage Team Effectiveness

This unit describes the skills and knowledge required to lead teams in the workplace and to actively engage with the management of the organisation.

Performance evidence

1. use leadership techniques and strategies to facilitate team cohesion and work outcomes including:
 - 1.1. encouraging and fostering shared understanding of purpose, roles and responsibilities
 - 1.2. identifying and resolving problems
 - 1.3. providing feedback to encourage, value and reward others
 - 1.4. modelling desired behaviour and practices
2. develop policies and procedures to ensure team members take responsibility for own work and assist others to undertake required roles and responsibilities
3. establish processes to address issues and resolve performance issues
4. support team to meet expected performance outcomes including providing formal and informal learning opportunities as needed
5. develop performance plans with key performance indicators (KPIs), outputs and goals for individuals or the team which incorporate input from stakeholders
6. communicate effectively with a range of stakeholders about team performance plans and team performance
7. facilitate two-way flow of information between team and management relevant to team performance
8. evaluate and take necessary corrective action regarding unresolved issues, concerns and problems raised by internal or external stakeholders.

Knowledge evidence

1. explain how group dynamics can support or hinder team performance
2. outline strategies that can support team cohesion, participation and performance
3. explain strategies for gaining consensus
4. explain issue resolution strategies.

Assessment conditions

Assessment must be conducted in a safe environment where evidence gathered demonstrates consistent performance of typical activities experienced in the industry capability - workplace effectiveness field of work and include access to:

1. workplace documents
2. case studies and, where possible, real situations
3. office equipment and resources
4. interaction with others.

ASSESSMENT METHODS

There are five (5) Assessment Workbooks for the course. This is **Workbook 3**.

Theory Workbooks

The Theory Workbooks contain two assessment methods:

1. **Written Questions** – A set of generic and workplace questions testing the student's general knowledge and understanding of the general theory behind the unit.
2. **Case Studies** – A set of hypothetical questions to test the student's analytical skills in project problem solving. Students will be provided with a set of project management documents to analyse.

Workbook 1 – The Project Life Cycle

Workbook 2 – Constraint Management

Workbook 3 – Human Resource Management

Workbook 4 – Risk Management

Workbook 5 – Integration Management

Project Practical Assessment

Each unit of competency will be assessed practically, requiring the collation of evidence to demonstrate the student's skill, plus a suitable observer to verify the student's ability.

RESOURCES REQUIRED FOR ASSESSMENT

Assessor to provide:

- Case studies and simulations
- Information about work activities

The student to provide:

- Computer with internet access, Microsoft Word, Adobe Acrobat Reader

Access to email

INSTRUCTIONS TO ASSESSOR

This is a compulsory assessment to be completed by all students. This assessment tests the student's ability to understand the underpinning generic knowledge related to this unit of competency

The assessor guide provides model answers to all the questions. Where answers are required, this is specified in the question to avoid ambiguity. The model answer will be in these cases provide a complete list of possible answers that are considered acceptable. For instance if a question requires the student to list three options, then their response must include three of the items listed in the model answer.

***Note to assessors:** contact details are requested from observers in the feedback forms in case you will have to call them to verify content of the feedback forms.*

IMPORTANT REMINDER

Candidates must achieve a satisfactory result to ALL assessment tasks to be awarded COMPETENT for the units relevant to this cluster.

INSTRUCTIONS TO STUDENT

The Written Questions Assessment covers generic underpinning knowledge of basic project management terms and concepts. These questions are all in a short answer format. The longer questions requiring creative thought processes are covered in the case studies assessment. **You must answer all questions using your own words.** However, you may reference your learner guide, *Guide to the Project Management Body of Knowledge (PMBOK Guide)*, and other online or hard copy resources to complete this assessment.

Some questions cover processes you would be likely to encounter in a workplace. Ideally, you should be able to answer these questions based on the processes that are currently in place in your workplace. If this is not the case, then answer the questions based on processes that should be implemented in your workplace.

If you are currently managing a project, you may answer these questions based on your own workplace. Otherwise, consider what you should do if you were managing a project.

ASSESSMENT WORKBOOK COVERSHEET

WORKBOOK:	Workbook 3
TITLE:	Human Resource Management
FIRST AND SURNAME:	
PHONE:	
EMAIL:	

Please read the Candidate Declaration below and if you agree to the terms of the declaration sign and date in the space provided.

By submitting this work, I declare that:

- I have been advised of the assessment requirements, have been made aware of my rights and responsibilities as an assessment candidate, and choose to be assessed at this time.
- I am aware that there is a limit to the number of submissions that I can make for each assessment and I am submitting all documents required to complete this Assessment Workbook.
- I have organised and named the files I am submitting according to the instructions provided and I am aware that my assessor will not assess work that cannot be clearly identified and may request the work be resubmitted according to the correct process.
- This work is my own and contains no material written by another person except where due reference is made. I am aware that a false declaration may lead to the withdrawal of a qualification or statement of attainment.
- I am aware that there is a policy of checking the validity of qualifications that I submit as evidence as well as the qualifications/evidence of parties who verify my performance or observable skills. I give my consent to contact these parties for verification purposes.

Name :

Signature:

Date:

WRITTEN QUESTIONS

Part 1 – Manage Project Human Resources

1. Consider the following methods or processes involved in Human Resource Management (HRM). In your own words, briefly discuss each.

Do not exceed fifty (50) words for each discussion.

Mapping: BSBPMG515 KE1 (p)

LG: Learner Guide 3, page 151

Sources: PMBOK Guide 4th Ed., Project Human Resource Management, page 215

Marking guide

Student must, in his/her own words, discuss each of the following methods or processes involved in Human Resource Management (HRM). Wording may vary, however, responses must be the same in thought and meaning with the benchmark answers provided. Each discussion must not exceed fifty (50) words.

HRM Methods	Discussion
Develop human resource plan	<i>Developing the human resource plan is the process of identifying and documenting project roles, responsibilities and required skills, reporting relationships, and creating a staffing management plan. Human resource planning is used to determine and identify human resources with the necessary skills required for project success.</i>
Acquire project team	<i>Acquiring the project team is the processes of confirming human resource availability and obtaining the team necessary to complete project assignments. The project management team may or may not have direct control over team member selection because of collective bargaining agreements, use of subcontractor personnel, matrix project environment, internal or external reporting relationships, or other various reasons.</i>
Develop project team	<i>Developing the project team is the process of improving the competencies, team interaction, and the overall team environment to enhance project performance. Project managers should acquire skills to identify, build, maintain, motivate, lead, and \ project teams to achieve high team performance and to meet the project's objectives.</i>

Manage project team	<i>Managing the project team is the process of tracking team member performance, providing feedback, resolving issues, and managing changes to optimise project performance. The project management team observes team behaviour, manages conflict, resolves issues, and appraises team member performance.</i>
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2. The following are strategies for managing human resources. Match each strategy to its correct description.

Write the letters that correspond to your answers in the spaces provided.

Mapping: BSBPMG515 KE1 (p), KE2 (p), KE4 (p)

LG: Learner Guide 3, page 151

Sources: BSBPMG515A "Human resource management methods, techniques and tools"

	Strategy HR management	Description
<i>b</i>	Conflict resolution	a. A strategy involving projecting labour needs and the effects they'll have on an organisation, or a project.
<i>a</i>	HRM forecasts	b. A strategy employed for two or more parties to find a peaceful solution to a disagreement among them.
<i>d</i>	Learning and development strategies	c. The process of attracting individuals on a timely basis, in sufficient numbers and with appropriate qualifications, to apply for jobs with an organization.
<i>e</i>	Performance monitoring	d. An organisational strategy that articulates the workforce capabilities, skills or competencies required to ensure a sustainable, successful project and that sets out the means of developing these capabilities to underpin performance effectiveness.
<i>c</i>	Personnel recruitment	e. A strategy involving assessing progress towards meeting performance and project objectives; sharing feedback on progress relative to the project goals.

3. Select two (2) strategies for HR management outlined in Written Question 6. Provide at least one (1) example or situation relating to project management in which they are best applied.

Complete the table below.

Mapping: BSBPMG515 KE2 (p)

LG: Learner Guide 3, pages 151

Sources:

Marking Guide

Wording may vary; however, response must include two (2) strategies for human resource management and at least one (1) example or situation relating to project management for each strategy. Responses may include but not limited to:

- a. *Conflict resolution - E.g. During the course of the project undertaking, it is inevitable for team members' opinions, beliefs, etc. to clash. Conflict resolutions are appropriately applied to issues arising from two conflicting parties within a project team.*
- b. *HRM forecast – E.g. Before recruiting team members, there is a need to forecast both short- and long- term staffing needs based on projected sales, office growth, attrition, and other factors that affect a project's need for labour.*
- c. *Learning and development strategies - E.g. Learning and development strategies such as professional development and various forms of training are utilised to develop a team member's skills, qualifications, knowledge, to better adapt to the demands of a particular project.*
- d. *Performance monitoring – E.g. Performance reviews / appraisals are used to monitor the team members' and the team's performance within a project.*
- e. *Personnel recruitment – E.g. Sourcing and selecting of contractors to be hired for a particular project.*

HR management strategy	Application (provide at least one (1))
Student must provide two (2) HR management strategies here.	Student must provide at least one (1) example or situation relating to project management in which each strategy is best applied.

4. Outline three (3) processes for measuring individuals' performance against agreed criteria and briefly explain each.

Do not exceed 100 words for each process you outline.

Mapping: BSBPMG515 KE3, KE4 (p)

LG: Learner Guide 3, page 162

Sources:

http://www.industrialrelations.nsw.gov.au/biz_res/oirwww/pdfs/managing_performance.pdf

http://www.hr.com/en/app/blog/2010/05/there-are-five-ways-to-monitor-employee-performance_g9fn9b80.html

- a.
- b.
- c.

Marking Guide

Wording may vary; however, response must include three (3) processes for measuring individuals' performance against agreed criteria with corresponding explanations for each process. Student's response must not exceed 300 words. Sample responses include but not limited to the following:

- a. *One process that can be used to measure individuals' performance is asking project team members to use self-monitoring tool, such as project plans, checklists, and activity logs to help them track their progress. These tools help team members monitor whether they are meeting goals and deadlines that are set in a project plan. By using these tools, members can also note contemporaneously exactly what they are working on all day and they can also note whether a particular activity, assignment, or task is completed.*
- b. *Another process of measuring individuals' performance is reviewing work in progress on a regular basis. This can be done in different ways such as spot-checks, review of end products, observing how a team member works, and even casually asking a team member on how a particular assignment is going. It is not necessary to actually keep track of everything every member does, however, random samples of work collected on a regular basis creates a form of monitoring that will get them to keep closer track of their own work.*
- c. *Project managers can also measure individuals' performance through a performance review or appraisal. A performance review is a systematic and periodic process that assesses the member's performance and productivity in relation to certain pre-established criteria.*

5. Consider the strategies or techniques used for managing and improving team performance. Match each strategy or technique to its correct description.

Write the letters that correspond to your answers in the spaces provided.

Mapping: BSBPMG515 KE4 (p)

LG: Learner Guide 3, page 163

Sources:

	Strategy / technique	Discussion
<i>b</i>	Observation and conversation	a. Focuses on building life skills of the individual with no specific agenda. The returns are learning and affirmation.
<i>c</i>	Project performance appraisals	b. These are used to stay in touch with the work and attitudes of project team members. The project management team monitors progress toward project deliverables, accomplishment that are a source of pride for team members, and interpersonal issues.
<i>d</i>	Coaching	c. Objectives for conducting these during the course of a project can include clarification of roles and responsibilities, constructive feedback, discovery of unknown or unresolved issues, development of individual training plans, and establishment of specific goals for future time periods.
<i>a</i>	Mentoring	d. Focuses on performance of tasks with a specific agenda that comes with the job. The returns are improved teamwork or performance.

Part 2 – Manage Project Procurement

1. Consider the following procedures involved in project procurement. Match each procedure to its correct description.

Write the letters that correspond to your answers in the spaces provided.

Mapping: BSBPMG518 KE2 (p)

LG: Learner Guide 3, page 110

Source: PMBOK Guide 4th Ed.

	General feature	Description
<i>c</i>	Plan procurements	a. It is the process of completing each project procurement. It also involves administrative activities such as finalising open claims, updating records to reflect final results and archiving such information for future use.
<i>b</i>	Conduct procurements	b. It is the process of obtaining seller responses, selecting a seller, and awarding a contract. In this process, the team will receive bids or proposals and will apply previously defined selection criteria to select one or more sellers who are qualified to perform the work and acceptable as a seller.
<i>d</i>	Administer procurements	c. This is the process of documenting project purchasing decisions, specifying the approach, and identifying potential sellers. It defines those project needs which can be best be, or must be, met by acquiring products, services, or results outside the project organisation, against those project needs which can be accomplished by the project team.
<i>a</i>	Close procurements	d. This is the process of managing procurement relationships, monitoring contract performance, and making changes and corrections as needed.

2. The following are general features of a procurement management plan. Match each feature to its correct description.

Write the letters that correspond to your answers in the spaces provided.

Mapping: BSBPMG518 KE1

LG: Learner Guide 3, page 111

Source: Taken from AG6, marking guide for Procurement Management Plan

	General feature	Description
<i>d</i>	Contract management process	a. This includes details of procurement (both contractors and purchases) needed for the project; as well as the selection criteria needed for each resource (this may be provided in the appendices if substantial).
<i>a</i>	Resources to be procured	b. These include details of the communication arrangements of procurement to stakeholders; as well as the responsibilities for staff and team members when dealing with contractors.
<i>b</i>	Responsibilities to contractors	c. Discusses the procedures for probity and project governance constraints of the procurement for this project.
<i>c</i>	Probity and project governance constraints	d. This includes information of the procurement process, from the identification of the need for procurement through to the procurement process itself and how successful contractors are selected.

3. List at least five (5) criteria that can be used to select vendors or suppliers.

Mapping: BSBPMG518 KE3

LG: Learner Guide 3, page 107 -108

Source: BSBPMG518 Range Statement "Selection Criteria"

- a.
- b.
- c.
- d.
- e.

Marking guide

Responses will vary; however, student's response must include any five (5) of the following:

- a. capacity to perform contract
- b. qualifications
- c. exclusion
- d. adherence to specification
- e. availability
- f. background checks
- g. price
- h. experience
- i. financial stability
- j. industry and professional certifications
- k. membership of a pre-qualified panel of suppliers
- l. skill levels
- m. sustainability
- n. value for money
- o. work health and safety (WHS).

4. The following are documents required in the procurement process of the project. Match each document to its correct description.

Write the letters that correspond to your answers in the spaces provided.

Mapping: BSBPMG518 KE2 (p)

LG: Learner Guide 3, page 111

Source: PMBOK Guide 4th Ed., 'Project Procurement Documentation', 324 - 328

	Documentation	Description
<i>c</i>	Procurement management plan	a. These document the conclusions reached regarding what project products, services, or results will be acquired from outside the project organisation, or will be performed internally by the project team.
<i>d</i>	Change requests	b. These are often included as part of the procurement documents. These are developed and used to rate or score seller / contractor / vendor proposals, and may be objective or subjective.
<i>a</i>	Make-or-buy decisions	c. This documentation describes how the procurement processes will be managed from developing procurement documents through contract closure. This documentation may include guidance for but not limited to types of contract to be used, risk management issues, managing multiple suppliers, etc.
<i>b</i>	Source selection criteria	d. These are proposals to expand or reduce the project scope, modify policies, processes, plans, or procedures, modify costs or budgets, or revise schedules.

5. Consider the structure of a contract. The following are sections that should be included in both the preamble and the schedules of any part of the contract.

Write **P** if the section is to be included in preamble of the contract and write **S** if the section is to be included in the schedules of the contract. Write your answers in the spaces provided.

Mapping: BSBPMG518 KE4 (p)

LG: Learner Guide 3, pages 117 - 118

Source:

P	a. Governing law and jurisdiction
S	b. Agreed schedule.
S	c. Agreed payments.
P	d. Insurance
S	e. Agreed HR requirements (actual people, qualifications, etc.).
S	f. Any allowed subcontracting arrangements.
P	g. Confidentiality
P	h. Intellectual property
S	i. Agreed quality standards.
P	j. Restraint
P	k. Conflict of interest
P	l. Subcontracting
S	m. Reporting and meeting requirements.
P	n. Variation
P	o. Warrantee
S	p. Any risk management activities the contractor is responsible for.
P	q. Termination
S	r. Description of work.

6. The following are general conditions of the contract. Match each condition to its correct description.

Write the letters that correspond to your answers in the spaces provided.

Mapping: BSBPMG518 KE4 (p)

LG: Learner Guide 3, pages 117 - 118

Source:

	General conditions	Description
<i>c</i>	Variation	a. Covers the copyright ownership of any written or artistic materials produced during the course of the project. In nearly all instances, ownership of copyright is given to our organisation, but this must be specified in the contract.
<i>a</i>	Intellectual property	b. Covers the closure of the project. It also contains what happens if the contract is ended before the deliverables have been produced.
<i>d</i>	Restraint	c. This refers to the change management process. The contract should stipulate that all contract changes go through the formal change management process.
<i>e</i>	Conflict of interest	d. There may be a clause preventing the contractor engaging in related activities for a set period of time following the end of the project. This is not as common for contractors as it is for employees.
<i>f</i>	Warranty	e. This prevents the contractor from performing activities that may damage the interests of your organisation.
<i>g</i>	Termination	f. Statement indicating the contractor will perform the services with reasonable care and skill, and that the intellectual property rights of any third party are not infringed. There may also be a warranty period listed for a product post-delivery.

7. Consider the legislation, codes and national standards relevant to types of contract and associated procurement processes.
- List the relevant federal legislation applicable to contract law.
 - List at least two (2) other pieces of legislation relevant to your contractor.

Mapping: BSBPMG518 KE4 (p)

LG: Learner Guide 3, page 115

Source:

Marking guide

Wording may vary, however, student's responses must be the same in thought and meaning with benchmark answers provided.

- Competition and Consumer Law Act 2010*
-

Student's responses may include but not limited to the following:

- Corporations Act (2001)*
- Student will most likely indicate another law relevant to the industry of the contractor*
- Fair Work Act 2009*
- Work Health and Safety Act 2011*
- Other industry-specific legislation may also be listed.*

8. Which of the following statements are true regarding the Contract Law?
Select all that apply.

Mapping: BSBPMG518 KE4 (p)

LG: Learner Guide 3, page115

Source: <http://www.australiancontractlaw.com/>

☒	Contract law encompasses any laws or regulations directed toward enforcing certain promises.
☐	A verbal agreement or contract is as reliable as a written contract.
☒	A contract is an agreement between two parties – either between two individuals, an organisation and an individual, or two organisations.
☐	Terms in the contract may be considered unfair when one party decides it is unfair.
☒	The first requirement for a valid contract is an agreement between two or more parties.
☒	The Australian contract law is divided into five categories including formation, scope and content, avoidance, performance and termination, and remedies.
☒	It is recommended that all project contracts need to be in writing to save any confusion.

9. Consider the probity and project governance constraints that relate to project procurement in a project provided below.
- In your own words, briefly discuss how each constraint relates to project procurement. Do not exceed fifty (50) words for each discussion.
 - For each constraint, include at least one (1) specific example or situation in your current industry or an industry you would most likely work in.

Mapping: BSBPMG518 KE5

LG: Learner Guide 3, page 144

Source: <http://www.techrepublic.com/article/understand-your-role-in-procurement-management/>

Marking guide

Student must:

- In his/her own words, briefly discuss how each constraint relates to project procurement. Each discussion must not exceed fifty (50) words.
- For each constraint, include at least one (1) specific example or situation in your current industry or an industry he/she would most likely work in. Student's responses will vary depending on his/her own industry. Sample answers are provided below.

Probity and project governance constraint	Discussion	Provide at least one (1) industry-specific example or situation
Ethical behaviours	<i>Project managers and other key stakeholders must maintain objectivity in evaluating, selecting, and recruiting project team members, vendors, suppliers, or contractors. Privacy and confidentiality must also be maintained when handling project stakeholder documentation.</i>	<i>E.g.</i> <i>The project managers need to ensure that all of procurement project's discussions, meetings, and material, are confidential and should be kept safe.</i> <i>Project managers are not allowed to receive any gift, gratuity, hospitality, benefit or any other form of inducement from any potential supplier</i>

Limits of authority	<i>While procurement is an area into which a project manager will give input, in many, and perhaps most companies, it's an area that the project manager doesn't own. The project manager usually does not have the authority to enter into contracts on behalf of the company, and he is usually not asked to administer the contracts once they're in place. But it's still an area you need to know about.</i>	<i>E.g. Any procurement by a procuring entity must be authorised by an Accounting Officer and endorsed by a tender board. (sample taken from https://www.ppra.go.tz/index.php/component/phocadownload/category/55-GWND?download=273:part-iv-organization-and-limits-of-authority-for-procurement-and-disposal-by-tender)</i>
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Part 3 – Manage Project Stakeholder Engagement

1. Consider the different project stakeholders listed below. In your own words, discuss each project stakeholder in terms of the following:
 - a. The project stakeholder's interest in the project
 - b. The project stakeholder's expectations of the project
 - c. What is expected of the project stakeholder

Complete the table below.

Mapping: BSBPMG519 KE2, KE5

LG: Learner Guide 3, pages 57 - 58

Source:

Marking guide

Student must, in his/her own words, discuss each project stakeholder in terms of the following:

- a. The project stakeholder's interest in the project
- b. The project stakeholder's expectations of the project
- c. What is expected of the project stakeholder

Stakeholder	The project stakeholder's interest in the project	The project stakeholder's expectations of the project	What is expected of the project stakeholder
Project sponsor	<i>Owner / funding source of project.</i>	<i>To get the end product they have paid for in the required timeframe.</i>	<i>To support the project and provide funding as needed, and to accept the end product.</i>
Project manager	<i>Responsible for ensuring delivery of project.</i>	<i>The project team, contractors and suppliers deliver on the project, and the project is appropriately supported by the sponsor and senior management.</i>	<i>To ensure that project deliverables are delivered timely, efficiently, and effectively</i>
Project team member(s)	<i>Responsible for delivery of tasks / support services</i>	<i>Tasks are supported appropriately by the project manager.</i>	<i>To deliver goods/services as per allocated tasks.</i>

Contractors	<i>Responsible for delivery of tasks / support services</i>	<i>Tasks are supported appropriately by the project manager.</i>	<i>To deliver goods/services as per allocated tasks.</i>
Suppliers	<i>Provides goods and services to support the project.</i>	<i>Procurement is supported appropriately by the project manager.</i>	<i>To deliver goods/services as per allocated tasks.</i>
The end user	<i>Benefits from end product of the project.</i>	<i>The end product delivers as per their requirements.</i>	<i>N/A or to be involved in acceptance testing.</i>
Regulatory bodies	<i>Provides standards / laws regarding the quality of the project.</i>	<i>The processes and outputs of the project meet relevant standards and legislation.</i>	<i>To provide advice on compliance requirements as needed.</i>
Senior executive	<i>Corporate governance of project.</i>	<i>The project is delivered at a profit to the company.</i>	<i>To support the project manager in all 10 functions.</i>

2. Consider the different levels of stakeholder engagement below. In your own words, briefly describe each.

Do not exceed fifty (50) words for each discussion.

Mapping: BSBPMG519 KE3 (p)

LG: Learner Guide 3, page 56

Source: <http://www.dummies.com/how-to/content/what-you-should-know-about-stakeholder-management-.html>

<http://www.simplilearn.com/pmbok-5-stakeholder-engagement-article>

Marking guide

Student must, in his/her own words, briefly describe each of the following stakeholder engagement levels provided below. Although wording may vary, responses must be the same in thought and meaning with the benchmark answers provided below. Each discussion must not exceed fifty (50) words.

Stakeholder engagement levels	Discussion
Unaware	<i>The stakeholder is not aware of the project or its outcomes. If sufficient effort is expended in identifying stakeholders, your projects should ideally not have stakeholders who are Unaware of the Project or its Potential Benefits and impacts.</i>
Resistant	<i>The stakeholder is aware of the project but does not support it. These Stakeholders are aware of the Project, of its potential impacts but are resistant to change. Stakeholders classified at this engagement level can seriously jeopardise the Project Deliverables. It is all the more problematic if the Stakeholders under this level are also those who have a high Power or Influence over the Project.</i>
Neutral	<i>The stakeholder is ambivalent about the project and its outcomes. Stakeholders having this level of engagement are aware of the project but are neither supportive nor resistant. In most scenarios, not much will be required to be done here except when the Stakeholders falling under this level have been identified as having high Power or Influence over the Project.</i>
Supportive	<i>The stakeholder feels favourably about the project and its outcomes. Stakeholders are aware of the Project and are supportive to Changes. This should be the desired engagement level of most stakeholders.</i>

Leading	<i>The stakeholder is actively engaged in promoting the project. Stakeholders are aware of the Project and its potential impacts and are actively engaged in ensuring the success of the Project. Stakeholders with high influence on the project should ideally reach this level of engagement.</i>
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3. Consider the different methods, tools, and techniques used in stakeholder engagement provided below. Match each to its correct description.

Write the letters that correspond to your answers in the spaces provided.

Mapping: BSBPMG519 KE3 (p), KE4 (p)

LG: Learner Guide 3, page 57

Source:

PMBOK Guide 4th Ed., Identify Stakeholders: Tools and Techniques, pages 248 – 250

PMBOK Guide 4th Ed., Manage Stakeholder Expectations: Tools and Techniques, page 264

	Methods, tools, and techniques	Description
<i>b</i>	Stakeholder analysis	a. To ensure comprehensive identification and listing of stakeholders, judgement should be sought from groups or individuals with specialized training or knowledge on the subject area such as senior management, SMEs, and others.
<i>a</i>	Expert judgement	b. This is a method of systematically gathering and examining quantitative and qualitative information to determine whose interests should be taken into account throughout the project. It identifies the interest, expectations, and influence of the stakeholders and relates them to the purpose of the project.
<i>d</i>	Interpersonal skills	c. These involve the act of directing and controlling a group of people for the purpose of coordinating and harmonizing the group towards accomplishing project objectives.
<i>e</i>	Communication methods	d. These include skills in building trust, resolving conflict, active listening, and overcoming resistance to change to manage stakeholder expectations.
<i>c</i>	Management skills	e. These involve the act of sharing information among project stakeholders and they can be broadly be classified into interactive, push, and pull.

4. List four (4) management skills that can be utilised in stakeholder engagement.

Mapping: BSBPMG519 KE4 (p)

LG: Learner Guide 3, page 57

Source: PMBOK Guide 4th Ed., Manage Stakeholder Expectations: Tools and Techniques, page 264

- a.
- b.
- c.
- d.

Marking guide

Student must list four (4) management skills that can be utilised in stakeholder engagement. Wording may vary, however, student's responses must be the same in thought and meaning with benchmark answers provided:

- *Presentation skills*
- *Negotiating*
- *Writing skills*
- *Public speaking*

5. List four (4) common problems relating to project management that lead to variances in stakeholder engagement.

Mapping: BSBPMG519 KE1

LG: Learner Guide 3, page 70

Source:

- a.
- b.
- c.
- d.

Marking guide

Student must, list four (4) common problems relating to project management that lead to variances in stakeholder engagement. Sample answers include but not limited to:

- a. Incorrect or misleading content.*
- b. Missing reports.*
- c. Stakeholder complaints.*
- d. Untimely distribution.*

6. The following are key components of stakeholder engagement. Match each key component to its correct description.

Write the letters that correspond to your answers in the spaces provided.

Mapping: BSBPMG519 KE4 (p)

LG: Learner Guide 3, pages 54 - 55

Source:

http://www.ifc.org/wps/wcm/connect/938f1a0048855805beacfe6a6515bb18/IFC_StakeholderEngagement.pdf?MOD=AJPERES

	Key Component	Description
<i>g</i>	Stakeholder Identification and Analysis	a. Plan out each consultative mechanisms, consult inclusively, document the process, and communicate follow-up.
<i>f</i>	Information Disclosure	b. Involve directly affected stakeholders in monitoring project impacts, mitigation and benefits, and involve external monitors where they can enhance transparency and credibility.
<i>a</i>	Stakeholder Consultation	c. Establish accessible and responses for stakeholders to raise concerns and complaints about the project throughout its life.
<i>e</i>	Negotiation and Partnerships	d. Build and maintain sufficient capacity within the company to manage processes of stakeholder engagement, track commitments, and report on progress.
<i>c</i>	Grievance Management	e. For controversial and complex issues enter into good faith discussions that satisfy the interest of all parties. Add value to impact mitigation or project benefits by forming strategic partnerships.
<i>b</i>	Stakeholder Involvement in Project Monitoring	f. Communicate information to stakeholders early in the decision-making process, in ways that are meaningful and accessible, and continue this communication throughout the project life

<i>h</i>	Reporting to Stakeholders	g. Invest time in identifying and prioritizing stakeholders and assessing their interests and concerns.
<i>d</i>	Management Functions	h. Report back to stakeholders on environmental, social and economic performance both those consulted and those with more general interests in the project.

7. Which of the following are key principles of stakeholder engagement?

Select all that apply.

Mapping: BSBPMG519 KE4 (p)

LG: Learner Guide 3, page 55

Source: <https://www.apm.org.uk/stakeholder-engagement>

☒	a. Relationship: Try to engender trust with the stakeholders. Seek out networking opportunity.
☒	b. Remember, they are human: Operate with an awareness of human feelings.
☒	c. Take responsibility: Project governance is the key of project success. It's always the responsibility of everyone to maintain an ongoing dialogue with stakeholders.
☐	d. Celebrate success: Ensure that all other project stakeholders are aware of your accomplishments.
☒	e. Consult, early and often: Always ask the right questions to get the useful information and ideas. To engage their support ask them for advice and listen how they feel.
☒	f. Understand what success is: Explore the value of the project to the stakeholder.
☒	g. Communicate: Before we are aiming to engage and influence stakeholders, it's crucial to first seek to understand. To ensure intended message is understood and the desired response achieved.
☒	h. Simple but not easy: Show your care. Be empathetic. Listen to the stakeholders.
☐	i. Quantity over quality: The more project stakeholders involved in the project the more chances of ensuring the project's success.
☒	j. Plan it: Time investment and careful planning against it, has a significant payoff.

Part 4 – Manage Personal Work Priorities and Professional Development

1. Discuss the principles and techniques involved in the management of organisation by completing the table below.

Further guidance is provided in the table.

Mapping: BSBWOR501 KE1.1, KE1.2, KE1.3, KE1.4, KE1.5

LG: Learner Guide 3, pages 29 - 47

Source:

Marking guide

Student must discuss the principles and techniques involved in the management of organisation by completing the table below. Further guidance is provided to the student in the table. Wording may vary, however, responses must be the same in thought and meaning with the benchmark answers provided.

Aspects in management of organisation.	Provide a brief description of the principles behind this aspect:	Provide at least (1) technique you would use to manage this aspect in your own workplace:
Performance measurement	<i>Recording specific measurements of tasks, roles, or outputs.</i>	<i>Student must provide a technique for measuring performance. E.g. from performance review process.</i>
Personal behaviour	<i>The project manager having the strong leadership qualities required for the role.</i>	<i>Student must briefly discuss a technique they would use to manage their own behaviour showing strong leadership qualities.</i>
Self-awareness	<i>Being aware of your strengths and weaknesses.</i>	<i>Student must provide an example of self-awareness. E.g. listing their values or a SWOT analysis.</i>

Identification of your own personality traits	<i>Understanding of your own personality makeup.</i>	<i>Student must provide an example of identifying their own personality traits. E.g. personality traits list, Myer-Brigg's test, etc.</i>
Identification of the personality traits of your team member	<i>Understanding the different personalities of your team members.</i>	<i>Student must provide an example of identifying the personality traits of their team members. E.g. personality traits list, Myer Brigg's test, etc.</i>
Setting your own goals	<i>SMART goals – Specific, measurable, attainable, realistic and time-framed.</i>	<i>Setting your own SMART goals and working towards them.</i>
Managing your time	<i>Ensuring you are able to deliver your projects without burning out.</i>	<i>E.g. Setting aside time at the beginning of each time to prioritise tasks.</i>
Your personal development plan	<i>Having a specific plan for your own professional development as well as a plan for your projects.</i>	<i>Setting aside time to develop a personal development plan, setting SMART goals and regularly referring to it.</i>

2. Write a two-year plan for your personal development of your own management skills.

Your plan must be of between 200 – 400 words in length.

Guidance: Ensure that you set goals that are S-M-A-R-T (specific, measurable, attainable, realistic, and timely) and that you include including specific opportunities and options you could pursue, and include specific timeframes for achieving each item in this plan.

Mapping: BSBWOR501 KE2

LG: Learner Guide 3, pages 46 - 47

Source:

Marking guide

Student must write a two-year plan for his/her personal development of his/her own management skills. The plan must be of between 200 - 400 words in length and must:

- a. Set goals that are S-M-A-R-T (specific, measurable, attainable, realistic, and timely).
- b. Include specific opportunities that he/she could pursue
- c. Include specific timeframes for achieving each item or goal in this plan.

3. Consider the different learning types provided below. In your own words, discuss each learning style and provide at least one (1) specific strategy or approach appropriate for accommodating each learning style.

Do not exceed fifty (50) words for each discussion.

Mapping: BSBWOR501 KE5

LG: Learner Guide 3, page 51

Source:

Marking guide

Student must, in his/her own words, discuss each of the learning styles below and provide at least (1) strategy/approach appropriate for accommodating each learning style. Wording may vary, however, student's response must be the same thought and meaning with the benchmark answers provided. Each discussion must not exceed fifty (50) words.

Learning style	Discussion (Do not exceed fifty (50) words for each discussion)	Approach / strategy (Provide at least (1) for each learning style)
Visual	<i>A visual learner learns best by seeing what they are being taught.</i>	Sample response include but not limited to: <i>They prefer to learn through diagrams, mind maps, word webs and other visuals. They learn through using highlighters and flash cards. They don't do well with verbal instructions.</i>
Kinaesthetic/Tactile	<i>A tactile learner learns best by doing physical activities and manipulating items.</i>	Sample response includes but not limited to: <i>They do well with simulations and role plays. They learn best through variety of lessons where they are allowed to touch things.</i>

Auditory	<i>Auditory learners learn best through hearing the information verbally, and taking aloud. They are very good at remembering the things they hear, being good with words and language. They will read aloud to themselves as they study and are generally slow readers.</i>	Sample response includes but not limited to: <i>Incorporate multimedia applications utilising sounds, music, or speech (use tape recorders, computer sound cards/recording applications, musical instruments, etc.).</i>
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4. Taking the role of a project manager, what methods would you apply to achieve a healthy work-life balance?

Provide three (3) methods and briefly describe each. Do not exceed fifty (50) words for each discussion.

Mapping: BSBWOR501 KE3

LG: Learner Guide 3, pages 20 - 21

Source:

- a.
- b.
- c.

Marking guide

Student's responses will vary, however, it must include at least three (3) methods he / she would apply to achieve a healthy work-life balance and a description / discussion for each method. Each discussion must not exceed fifty (50) words. Response may include but not limited to the following (Sample responses taken from Learner Guide 3):

- *Be flexible. Although you should be aiming to finish work at the same time each day this may not be realistic for when there are tight deadlines or sparks of creative imagination. However you should balance things out over each week. Make sure the hectic days are balanced out by some well-deserved time out.*
- *Let go of being perfect. As covered in the previous learner guide, you will be constrained by timeframes and budgets. You will obviously have to meet quality standards, but there usually isn't the time or budget for perfectionism. Unfortunately there is no such thing as 100% perfect so if you are trying to be perfect all of the time you are setting yourself up to fail.*
- *Do something pleasurable every day. There are tasks you have to do each day and hopefully most of them will give you some satisfaction or sense of achievement once you have completed them. But it is also very important to set aside some time each day (no matter how little) to do something pleasurable or that you enjoy that's just for you. It doesn't have to require a lot of time or effort. It just has to be a regular time that you can get each day to unwind.*
- *Exercise. Take some time each day to exercise. Try to aim for about half an hour each day, even if it's in five minute intervals of walks around the block if you are having a busy day. You can always start small and work up to achieving bigger exercise goals.*
- *Enjoy your successes. Have something to look forward to. Whether it's planning a holiday or a picnic with the family, it's really important that we take the time out to enjoy where we are at in our lives with the people that matter most. Every night, write three things you are grateful for or proud of yourself for. It's vital that you make time to enjoy the life you work so hard for.*

5. Provided below are methods and practices that are used to improve one's performance. In your own words, briefly discuss each.

Do not exceed fifty (50) words for each discussion.

Mapping: BSBWOR501 KE6

LG: Learner Guide 3, page 49

Source:

Marking guide

Student must, in his/her own words, briefly discuss each of the practices and methods used to improve one's performance. Wording may vary, however, student's responses must be the same in thought and meaning with benchmark answers provided below. Each discussion must not exceed fifty (50) words.

Methods and practices	Discussion
Professional development	<i>Professional development encompasses all types of facilitated learning opportunities including credentials such as academic degrees to formal coursework, conferences and informal learning opportunities situated in practice. It has been described as intensive and collaborative, ideally incorporating an evaluative stage.</i>
Coaching and mentoring	<i>Coaching and mentoring are development techniques based on the use of one-to-one discussions to enhance an individual's skills, knowledge or work performance. It's possible to draw distinctions between coaching and mentoring although in practice the two terms are often used interchangeably.</i>
Reflective practice	<i>It is the capacity to reflect on action so as to engage in a process of continuous learning. It involves paying critical attention to the practical values and theories which inform everyday actions, by examining practice reflectively and reflexively. This leads to developmental insight.</i>
Seek feedback	<i>Feedback is the cheapest, most powerful, yet, most under used management tool that we have at our disposal. Feedback is powerful as it helps people get on track; it serves as a guide to assist people to know how they and others perceive their performance.</i>

Part 5 – Lead and Manage Team Effectiveness

1. Explain how group dynamics can affect the project team's performance. Your response must include discussion on the following:
 - a. How does group dynamics support team performance?
 - b. How does group dynamics hinder team performance?

Do not exceed 300 words.

Mapping: BSBWOR502 KE1

LG: Learner Guide 3, page 149

Source:

a.

b.

Marking guide

Student must explain how group dynamics can support **and** hinder project team performance. Student's response must not exceed 300 words. Response can include but not limited to the following:

Group dynamics is defined as the process involved when people in a group interact with each other. These interactions can pose both positive and negative impact on the team's performance.

- a. *Positive group dynamics help teams get things done more efficiently and effectively, as evident in constructive discussion for synergy and sharing of information. Judgements and decisions made from the decision making processes within the group represent each member better. Through discussion, questioning, and collaboration, project team members can identify more complete and robust solutions and recommendations.*
- b. *There are also certain factors in a group that negatively impact team performance. These include diffusion of responsibility, wherein team members tend to feel less accountable for outcomes for group decisions; weak leadership leading to lack of direction within the group, power struggles, or a focus on the wrong priorities; groupthink, wherein people place a desire for consensus above their desire to reach the right decision. This prevents people from fully exploring alternative solutions; and freeriding, wherein some group members take it easy and leave their colleagues to do all the work.*

2. Which of the following are strategies that directly support team cohesion, participation, and performance?

Select all that apply.

Mapping: BSBWOR502 KE2

LG: Learner guide 3, page 149

Source: PMBOK Guide 4th Ed.

☐	a) Risk analysis
☒	b) Coaching
☒	c) Performance reviews
☒	d) Mentoring
☒	e) Communicating each team member's roles and responsibilities
☒	f) Team building
☐	g) Record keeping
☒	h) Modelling desired behaviour and practices
☐	i) Micromanaging team members
☒	j) Consultative mechanisms with team members

3. Discuss at least three (3) strategies you would utilise to gain consensus in a team. Do not exceed fifty (50) words for each strategy.

Mapping: BSBWOR502 KE3

LG: Learner Guide 3, page 158

Source:

- a.
- b.
- c.

Marking guide

Student must discuss at least three (3) strategies he/she would utilise to gain consensus in a team. Do not exceed fifty (50) words for each strategy. Sample answers include but not limited to:

- Ask the team members who are blocking group consensus to explain the criteria they are using and why they hold the opinions they do. Encourage team members to give an example or tell a story that would help the team understand the reason for their opinions.
- Wait in silence when the meeting becomes tense or deadlocked. Give people time to think. If the deadlock continues, suspend the team's judgment.
- Gather new information. Sometimes a consensus is not reached because team members are operating on false assumptions. More information can shed light on the issue.
- Take no further action on the issue until the team has a chance to consider the new information individually. Show respect to individual team members to make it easier for them to compromise without losing face.
- Discuss and modify the proposal at the next team meeting. Ask "Can everyone accept this decision?" to determine whether all team members have finally reached the mutual acceptance of a decision. A "yes" indicates the team has probably reached consensus. "Is there any opposition to this decision?" A "no" answer indicates the team should move forward. "Will everyone work to support this decision?" A "yes" indicates more than mere passive acceptance.

4. In the life cycle of a project, you are most likely to encounter unexpected problems, issues, and questions along the way. Which of the following are strategies that can be best applied to handle and resolve such issues?

Select all that apply.

Mapping: BSBWOR502 KE4

LG: Learner Guide 3, page 158

Source: https://www.mindtools.com/pages/article/newPPM_69.htm

☒	a) Identify and understand potential risks and issues to the project prior to commencing.
☐	b) Refer and turn over all issues to supervisor.
☒	c) Implement a tool to document issues as they arise within the project such as an Issues Log.
☒	d) Learn from previous projects to predict potential risks and issues.
☐	e) Explore small issues and let them escalate into bigger ones.
☒	f) Allocate responsibilities within project team members for resolving different types of issues.
☒	g) Set criteria to determine an issue's priority task.
☐	h) Communicate issues to team members who are not directly involved.
☒	i) Establish a plan for communicating issues within the project team.
☐	j) Single out team member(s) who are responsible for the issue and carry out disciplinary measures.

CASE STUDY

Instructions to Assessor

This assessment supports the industry requirement of inheriting a project that has issues. In real life project team members are more likely to enter a project whilst it is in progress and contains some 'baggage' than they are to enter a project at the start. This assessment demonstrates the student's problem solving abilities in such a situation.

A separate case study is provided for each subject. The case study will be based on a fictitious company and scenario. It will include a number of questions and all supporting documentation containing the information to answer the questions will be supplied.

Instructions to Student

These case studies are hypothetical situations which will not require you to have access to a workplace, although your past and present workplace experiences may help with the responses you provide. You will be expected to encounter similar situations to these in future as you work in a project team environment.

In the real world you are likely to encounter the situation where you enter a project, taking over from another project manager. The documentation that is handed over to you is not necessarily up to scratch, and there could be serious issues with the project. This assessment captures that real life scenario.

The case studies are the first part of dealing with "multiple complex projects" required in all the units of this subject. The other assessment covering this requirement is the practical assessment. When you have completed the case studies you will be able to commence the practical assessment which covers the generic skills needed to function as an effective project team member. This assessment on the other hand covers the application of the underpinning knowledge and background theory.

Introduction

You have been called back as an independent consultant in the Awesome Landscapes project which you have worked on in the previous workbooks.

Note: For the purpose of this assessment, today is 12 December 20xx, where 20xx refers to the current year. Awesome Landscapes is based in your own home / state territory.

There have been substantial changes to the project. It has come almost to a standstill when Massive Eco-Development went into administration on 19 November causing all work on site to stop. No one saw this coming. The administrators ordered work to stop on the project, but three weeks later, they have advised you that a buyer has purchased all of Massive Eco-Development's assets, including this project.

The buyer is the Cascade Peak Hotel, currently the largest and most successful accommodation provider within the town. They have seen the opportunity to expand their business and as a result have hired the project manager and project director of Massive Eco-development Corporation on temporary contracts to see out the rest of the project. Cascade Peak Hotel will have sole ownership of the resort, so the proposed marketing project will no longer go ahead.

You have just met with the senior management of Cascade Peak Hotel and have negotiated to get the project back on track. They have agreed to pay Awesome Landscapes an extra \$100,000.00 to compensate for lost time and have agreed to fully support you. However, there are two issues at hand:

1. Cascade Peak Hotel has asked J.P Digging (one of the contractors) be removed from the project. They have worked with this contractor before and had bad experiences with them. You have found they have been a lot of hard work but otherwise meeting the schedule until the takeover. When the contractor found out that Cascade Peak Hotel has taken over the ownership, they asked if they could terminate their contract. Cascade Peak Hotel agrees. You will need to find a new contractor.
2. Through the uncertainty with the project being stopped, you have lost two landscapers. They have both handed in their resignation, left the area and taken jobs interstate where employment opportunities are admittedly a lot better.

To reflect these changes, the project documentation has been updated and signed off a week ago on 7 December 20xx. Sam Ng has warned you though that a lot of the issues have not been thought through and he has therefore brought you in as a consultant to help get the project back on track when construction recommences on 7 January. There is a lot of work to be done between now and then.

Sam has provided you with the updated project documentation via the following links:

[Project Charter version 3 \(.pdf\)](#)

[Project Plan version 3 \(.pdf\)](#)

[Project Gantt Chart version 3 \(.mpp\)](#)

[Project Gantt Chart version 3 \(.pdf\)](#)

[Project Network Diagram version 3 \(.pdf\)](#)

(username: cstclearner password: CstcPty@123)

Note: These documents were generated in year 2016. For the purpose of this assessment, refer to '2016' as the current year and '2017' as the succeeding year.

1. Awesome Landscapes uses the following template to advertise for new positions. Write the content in the template to create an advertisement for the vacant positions.

Guidance:

- a. All applications for people applying for roles within this project must e-mail their applications to sam.n@yourdomain.com
- b. Although these positions are specifically required for this project, the employment of these landscapers will need to be ongoing.
- c. Landscapers working for Awesome Landscapes are paid \$18.00 per hour plus leave and superannuation entitlements as required by legislation.
- d. They will be formally reporting to the project manager even though their day-to-day duties will come from the site supervisor.

Mapping: BSBPMG515 PC1.1, PC1.4 (p), PC2.1 (p), PE4

Marking guide

Student must complete the job advertisement template below with the benchmark answers provided. Wording may vary, however, responses must be the same in thought and meaning with the benchmark answers provided.

Job Advertisement Template

Job Title	<i>Landscaper</i>
Job Location	<i>Cascade Peak</i>
Introduction to organisation	Awesome Landscapes is the Premier landscaping organisation in the Cascade Peak area, with having completed the landscaping work for most large projects in the area in recent years.
Who the position reports to	<i>This position reports to the project manager.</i>
Description of the job role and purpose	<i>Awesome Landscapes is currently seeking two landscapers to initially work in the new Cascade Peak Chalets project up on the mountain. You will form part of the project team of landscapers.</i>
Selection criteria	• <i>Experience in landscaping, particularly in environmentally sensitive areas.</i> • <i>Physically fit to be able to perform heavy labour work.</i> • <i>Able to work in remote areas for extended periods of time.</i> • <i>Qualifications in horticulture will be highly regarded.</i>

Salary and superannuation details	<i>Landscapers will be paid \$18.00 per hour plus 9% superannuation and leave entitlements.</i>
Employment conditions	<i>The roles are full time ongoing positions. Accommodation will be provided on remote sites.</i>
Instructions for applying for the position	Please send your application by e-mail to: <i>Sam Ng, Project Manager, Awesome Landscapes at sam.n@yourdomain.com</i>

2. Complete the employment contract for the new landscapers to sign when they commence work on the project.

Guidance:

- a. The landscapers have not yet been hired, so keep the name field blank.
- b. Assume they will commence employment on 7 January 20yy, where 20yy is the succeeding year of the current year.
- c. In accordance with company policy, the project manager signs off on the employment agreement.

Mapping: BSBPMG515 PC1.4 (p), PE4 (p)

Marking guide

Student must complete the employment contract for the new landscapers to sign when they commence work on the project. Wording may vary, however, response must be the same in thought and meaning with benchmark answers provided.

EMPLOYMENT AGREEMENT

Dear [insert name of employee] **N/A**

Employment agreement

This letter sets out the terms of your employment with [insert name of employer] *Awesome Landscapes Pty Ltd*.

In this letter, words in bold type have the meaning described in the definitions section at the end of the letter.

1 EMPLOYMENT

1.1 Commencing position

[insert name of employer] *Awesome Landscapes Pty Ltd* will commence

employing you in the position of **[insert position title]** *Landscaper* on a full-time basis, reporting to **[insert name of employee's manager]** *Sam Ng*, starting on **[commencement date]** *7 January 20yy*.

1.2 Acknowledgment

You acknowledge and agree that:

- (a) you have a lawful right to work in Australia and perform the duties and responsibilities of employment contemplated by this letter;
- (b) you will immediately notify the company of any circumstance that might prejudice this right at any time during your employment by the company; and
- (c) in order to enable the company to verify at any time that you have this right, you will provide to the company upon request sufficient evidence to establish this fact.

1.3 Hours

Your ordinary work hours are 38 per week, but you will be required to work such additional hours as may be reasonable and necessary for you to perform your duties in a satisfactory manner. Your hours of work will be averaged over 6 months. If you consider that you are being required or requested to work unreasonable additional hours you should raise this with your manager in the first instance.

1.4 Location

Initially, you will work at the company's premises at **[insert location]** *Cascade Peak*. However, the company may direct you to perform work at other locations, provided that such a direction does not impose unreasonable hardship on you.

1.5 Probationary employment

- (a) You will initially serve a 6 month period of probation.
- (b) During the probationary period, either the company or you may terminate your employment with one week's notice in writing.

1.6 Permanent employment

If your employment continues after the expiration of the probationary period, it will be ongoing, subject to the right of either the company or you to terminate your employment under clause 10.

1.7 Duties and responsibilities

You will:

- (a) exercise the powers and discretions, hold the responsibilities and perform the duties and tasks as are conferred, delegated or specified by the company from time to time;
- (b) perform those responsibilities and duties honestly and in a proper and efficient manner;
- (c) use your best endeavours to promote and enhance the interests, welfare, business, profitability, growth and reputation of the company;
- (d) not intentionally do anything that is or may be harmful to the company;
- (e) report to the company promptly, or to such person as the company from time to time determines, at all reasonable times, all information and explanations as required in connection with matters relating to your employment or the business of the company; and
- (f) comply with all lawful and reasonable directions given to you by the company.

1.8 Company policies

- (a) You must be familiar with and observe the **company's policies** as varied from time to time.
- (b) Nothing in the **company's policies** gives rise to a legal right or benefit enforceable by you.

1.9 Inconsistency with industrial laws

If the company is subject to obligations in respect of your employment arising under any **industrial laws** and any such obligation is inconsistent with a term of this letter, the term of this letter will not operate to the extent of that inconsistency.

2 REMUNERATION

2.1 Amount

The company will pay you an annual remuneration package that comprises:

- (a) hourly wage of \$ [insert figure] **\$18.00** gross;
- (b) superannuation contributions as required by law (currently 9% of base salary);

Your remuneration package includes payment for all amounts of overtime, allowances, penalties and loadings to which you may become entitled under industrial laws.

2.2 Method of payment

The company will pay base salary and allowances into your nominated bank account(s) fortnightly 2 weeks in arrears.

3 EXPENSES

The company will reimburse you in accordance with company policy for expenses you properly incur in the course of your employment.

4 COMPANY DEBTS

If you owe money to the company, forfeit the right to monies already paid or you are paid more than you are entitled to be paid, the company may withhold (to the extent permissible by industrial laws) the amount forfeited, or the amount of the debt or overpayment, from any amounts otherwise payable to you, including salary or reimbursement of expenses.

5 LEAVE

5.1 Entitlement

You will be entitled to paid and unpaid leave in accordance with the Fair Work Act 2009 (Cth). A summary of these entitlements is set out below. You will also be entitled to paid public holidays under the Fair Work Act and Long Service Leave under the applicable legislation in your State or territory.

5.2 Annual leave

You will be entitled to 4 weeks' paid annual leave per year of service with the company. Annual leave accrues on a pro rata basis and is cumulative. Annual leave is to be taken at times agreed with the company. The company will not unreasonably refuse to authorise the taking of annual leave by you.

The Company may require you to take a period of paid annual leave if reasonable. A requirement will be reasonable if you have accrued excessive annual leave or the Company's business is being shut down for a period.

Upon the termination of your employment you will be entitled to payment in lieu of any untaken annual leave.

5.3 Personal/Carer's leave

You will be entitled to paid personal/carers leave of 10 days per annum which may be taken as:

- (a) sick leave for absences due to personal illness or injury; or
- (b) carer's leave to provide care or support to a member of your immediate family or household who requires support because of an illness or injury or because of an unexpected emergency.

Personal/carers leave accrues on a pro-rata basis and is cumulative. The company may require you to provide a medical certificate from a registered health practitioner or a statutory declaration evidencing the reason for that personal/carers leave.

You will be entitled to unpaid carers leave of up to 2 days on each occasion when a member of your immediate family or household requires support because of an illness or injury or because of an unexpected emergency. This entitlement only applies if you are not entitled to paid personal/carers leave.

5.4 Compassionate leave

You will be entitled to paid compassionate leave of 2 days:

- (a) for the purpose of spending time with a member of your immediate family or household who has contracted an illness or sustained an injury that poses a serious threat to that person's life; or
- (b) after the death of a member of your immediate family or household.

Compassionate leave may be taken as a single period of 2 days or as 2 separate periods of one day each. You must provide any evidence of the illness, injury or death that the company reasonably requires.

5.5 Parental leave

You will be entitled to maternity leave after 12 months' continuous service as follows:

- (a) unpaid special maternity leave if you:

- (i) are pregnant and have a pregnancy related illness; or
- (ii) have been pregnant and the pregnancy ended within 28 weeks of the expected date of birth other than by the birth of a living child;

(b) unpaid maternity leave in respect of the birth or expected birth of a child of yours.

The maximum period of maternity leave (including special maternity leave and ordinary maternity leave) is 52 weeks, less any period of related authorised leave taken by you or your spouse. The company may require you to provide a medical certificate and a statutory declaration regarding any application for maternity leave.

You will be entitled to paternity leave after 12 months' continuous service as follows:

(a) unpaid short paternity leave of up to one week commencing on the day your spouse begins to give birth;

(b) unpaid paternity leave after your spouse has given birth to a living child so that you can be the child's primary care-giver.

The maximum period of paternity leave (including short paternity leave and long paternity leave) is 52 weeks, less any period of related authorised leave taken by you or your spouse. The company may require you to provide a medical certificate and a statutory declaration regarding any application for paternity leave.

You will be entitled to adoption leave after 12 months' continuous service as follows:

(a) unpaid pre-adoption leave of 2 days for the purpose of attending any interviews or examinations required to obtain approval for the adoption, unless the Company directs you to take another form of authorised leave to which you are entitled. Pre-adoption leave may be taken as a single, unbroken period of up to 2 days or as otherwise agreed with the company;

(b) unpaid adoption leave:

(i) short adoption leave of up to 3 weeks taken by you within the 3 weeks starting on the day of placement of a child with you for adoption;

(ii) long adoption leave taken by you after the day of placement of a child with you for adoption so that you can be the child's primary care giver.

The maximum period of adoption leave (including short adoption leave

and long adoption leave) is 52 weeks, less any period of related authorised leave taken by you or your spouse. The company may require you to provide a statement by the adoption agency and a statutory declaration regarding any application for adoption leave.

You may request an extension of unpaid parental leave for up to 12 months. You may also request to work a flexible working arrangement until your child reaches school age. Conditions apply to these requests. The Company may refuse such requests on reasonable business grounds.

6 CONFIDENTIALITY

6.1 Confidential information

In the course of your employment, you will become privy to **confidential information** of the company or its clients, whether in written, computerised or oral form.

6.2 Obligations of confidence

You will, both during your employment and for so long as the confidential information remains confidential after the termination of your employment (unless it ceases to be confidential due to your breach of this clause):

- (a) not at any time, either directly or indirectly, disclose or communicate to any person any confidential information that may come to your knowledge during or in the course of the employment, unless expressly authorised by the company or required by law or court order;

- (b) use your best endeavours to prevent disclosure or publication of the confidential information where that disclosure or publication is not authorised by the company;

- (c) if required by law or court order to disclose any confidential information, advise the company of that fact and take all lawful steps to confine disclosure of the confidential information and preserve its confidentiality, including taking steps to allow the company or its agents to do so;

- (d) not use or attempt to use confidential information for your own purposes or for any purposes other than for the purposes of the company or in any manner which may injure or cause loss directly or indirectly to the company and/or its business; and

(e) acknowledge and agree that, without prejudice to any other remedy that the company may have, the company will be entitled to injunctive and other equitable relief to prevent or cure any breach or threatened breach of this clause.

7 RESTRAINT

7.1 Restraint

You will not during the **restraint period** in the **restraint area**, by any means whatsoever directly or indirectly:

(a) attempt in any manner to persuade a **client** to cease dealing with or to reduce the dealings which that client has customarily had or contemplated having with the company;

(b) attempt in any manner to persuade a **supplier** to cease dealing with or to reduce the dealings that the supplier has customarily had or contemplated having with the company;

(c) attempt in any manner to persuade any employee or contractor of the company with whose skills and abilities you have become familiar in the course of your employment to cease providing services to the company and/or to provide services to you or another person;

(d) carry on, advise, provide services to or be engaged, concerned or interested in or associated with or otherwise involved in any business activity that is competitive with any business carried on by the company.

7.2 Interpretation

Each of the covenants contained in this clause resulting from each **restraint period** and each **restraint area** constitutes and is to be construed and will have

effect as a separate, distinct, severable and independent provision from the other covenants (but cumulative in overall effect) and clause 11.3 will apply.

7.3 Acknowledgment

You acknowledge and agree that, without prejudice to any other remedy that the company may have, the company will be entitled to injunctive and other equitable relief to prevent or cure any breach or threatened breach of this clause.

8 INTELLECTUAL PROPERTY

8.1 Acknowledgments

You acknowledge and agree that:

- (a) all intellectual and industrial property rights in **confidential information** and any modifications and enhancements to confidential information are owned by the company;
- (b) any **inventions** or **works** created during and in the course of the employment and the entire copyright throughout the world in all **works** are owned by the company;
- (c) the company owns all **inventions** and **works** absolutely and without further payment by the company to you and to the extent necessary, you irrevocably assign to the company all your present and future rights, title and interests in and to all **inventions** and **works**;
- (d) you must immediately disclose to the company (and to no other person) all the details of any **inventions** or **works** created by you during your employment.

8.2 Consent

You:

- (a) consent to the **works** being changed, copied, edited, added to, taken from, adapted and or translated in any manner or context by the company, and any person authorised by the company to do so, for any purpose related to the company's business, notwithstanding that such conduct may amount to derogatory treatment of the **works** within the meaning of the *Copyright Act 1968*; and
- (b) acknowledge that the consent in clause 8.2(a) above is given genuinely and is not given because any person:
 - (i) applied duress to you (or your representative) to give that consent; or
 - (ii) made a false and misleading statement to you in relation to the giving of that consent.

8.3 General

You must, both during your employment and thereafter:

(a) do all such acts and things as the company may request reasonably to secure to the company ownership or registration rights in the **inventions** or **works**, and you hereby grant to the company the right to use your name to obtain any protection of the **inventions** or **works**; and

(b) not engage in any conduct that may damage the company's intellectual property or industrial rights.

9 OTHER BUSINESS INTERESTS

(a) During your employment you will not undertake or carry on, or be employed by, or be directly or indirectly concerned or interested in (other than merely by holding up to 5% of shares issued in a public company) any business other than the company's business.

(b) You will not have any association or interest outside the company that is incompatible and/or inconsistent with the company's interests.

10 TERMINATION OF EMPLOYMENT

10.1 Termination by the company

Subject to clause 10.3, the company may terminate the employment by giving you one month's notice in writing.

10.2 Resignation

If you resign, you must give one month's notice in writing. If you decline to serve part or all of that notice period without agreement of the company, you will forfeit your right to be paid for that period of notice which you refused to serve (and clause 4 will apply).

10.3 Summary termination

The company may terminate your employment immediately by giving written notice to you and without being required to provide any compensation or payment in lieu of notice if you:

(a) engage in serious or gross misconduct;

(b) breach a fundamental condition and/or commit a fundamental breach

of the conditions of your employment;

(c) commit an act of fraud or dishonesty;

(d) engage in any conduct which, in the reasonable opinion of the company, might tend to injure the reputation or business of the company;

(e) fail or refuse to comply with any lawful direction given to you by the company through its authorised representative.

10.4 During the notice period

If either the company or you give notice of termination under this agreement, the company may:

(a) pay you an amount of base salary in lieu of part or all of that period not served by you; or

(b) require you to serve part or all of that period without attending work and/or performing duties.

10.5 Acts following termination

Upon the termination of your employment you must immediately repay all outstanding debts and loans to the company and return to the company any of the following items in your possession:-

(a) any document, whether in computerised form or otherwise, relating to any matter within the scope of the business of the company, or to confidential information or any other aspect of your employment;

(b) all keys and passes belonging to the company;

(c) all software and associated materials belonging to or licensed to the company; and

(d) all other property belonging to the company,

and you will provide the company with a letter certifying that all such items have been returned.

11 GENERAL PROVISIONS

11.1 Entire agreement

This letter constitutes the entire agreement between you and the company regarding the matters set out in it and supersedes any prior representations,

understandings or arrangements between the parties, whether oral or in writing.

11.2 Variation

If your position, job location or remuneration package change during your employment, the other provisions of this agreement will continue to apply to your employment unless varied by mutual agreement in writing.

11.3 Severance

If any clause or any part of any clause in this agreement is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) of this agreement, which will continue in full force and effect.

11.4 Governing law and jurisdiction

(a) The laws applicable in **[insert applicable State or Territory]** *student's own state / territory* govern your employment and this agreement.

(b) The parties submit to the non-exclusive jurisdiction of the courts of **[insert applicable State or Territory]** *student's own state / territory* and any courts competent to hear appeals from those courts.

12 DEFINITIONS

In this agreement:

client means any person who is or was a client of the company with whom in the course of the last 12 months of your employment you have dealings;

company means [insert name of employer] *Awesome Landscapes Pty Ltd*;

company policies means the policies of the company relating to your employment;

confidential information includes information about the following matters that is confidential to the company:

(a) any client;

(b) the number, nature or mix of products or services provided by the

company;

(c) any person who the company or you have approached or canvassed during the employment as a potential client, including their names, addresses, requirements and preferences concerning the products or services produced or that may reasonably be provided by or through the company;

(d) marketing or business plans or strategies;

(e) techniques, procedures or methods devised by the company or required to be used in the operation of its business, including the training of its personnel;

industrial laws means any applicable industrial award, enterprise agreement or industrial legislation;

inventions means all inventions, discoveries and novel designs;

restraint period means the following period commencing immediately after termination of your employment:

- (a) 12 months, or if that is unreasonable
- (b) 9 months, or if that is unreasonable
- (c) 6 months, or if that is unreasonable
- (d) 3 months.

restraint area means the following geographical region:

- (a) Australia.

supplier means any person who supplies services to the company with whom in the course of the last 12 months of your employment both the company and you have dealings;

works means all works and other subject matter in which copyright exists.

Date:.....

SIGNED for and on behalf of

[insert name of employer] *Awesome Landscapes Pty Ltd* by

.....

[insert name of signatory] *Sam Ng*

I acknowledge and declare that I have read and fully understand the terms and conditions contained in this agreement and accept that I will observe them fully during my employment:

.....

Signature of employee

.....

[insert employee name]

Date:.....

.....

Signature of witness

.....

[insert witness name]

Date:.....

3. List at least three (3) criteria to be used to assess the candidates for the landscaper position.

Guidance: Use the quality criteria from the Project Plan version 3.

Mapping: BSBPMG515 PC2.1 (p)

- a.
b.
c.

Marking guide

Student must list at least three (3) criteria to be used to assess the candidates for the landscaper position. Wording may vary, however, student's responses must be the same in thought and meaning with the benchmark answers provided. Responses include but not limited to the following:

- *native plant maintenance*
- *landscaping in environmentally sensitive areas*
- *heavy lifting landscaping work*
- *work health and safety (WHS)*

4. Access and carefully go over the [Interview Notes](#) (username: cstclearner password: CstcPty@123) gathered from the interviews with the candidates.

Write a recommendation to Sam advising which candidates are most suitable and why. Your recommendation must be of 150 – 200 words in length.

Mapping: BSBPMG515 PC1.4 (p), PE4 (p)

Marking guide

Student must write recommendation to Sam advising which candidates are most suitable and why. Wording may vary, however, response must be the same in thought and meaning with the benchmark answers provided below. Student's recommendation must be of 150 – 200 words in length.

- *Aaron Barben: To be hired – Although Aaron has no qualifications in the field, his four years of experience working for Council maintaining a nearby reserve and his passion for local environmental issues makes him a prime candidate.*
- *Jack Cameron: Not suitable. Although Jack lives in the town he has no transport. His qualifications are limited and he has no landscaping experience.*
- *Alice Mundy: Not suitable. Although well qualified and experienced, Alice's harsh tone at the interview suggests she will not be a team player and will therefore not be able to fit in especially with having to live with other team members up the mountain.*
- *Karen Pearce: To be hired – Well qualified for the position and experienced in the field. Strong interest in working in natural environments and commercial landscaping projects.*
- *Kamil Prasad: Not suitable. From distant town and although willing to relocate, not available to start for four months. Otherwise well qualified with excellent experience.*

5. Review the Project Plan. List the deliveries Earthmoving Logistics need to make as part of their contract.

Guidance:

- List the deliveries in the correct order (earliest date(s) to latest date(s)).
- For each delivery, indicate the date(s) and the item(s) to be delivered on those dates.

Mapping: BSBPMG518 PC1.1 (p)

Marking guide

Student must list the deliveries Earthmoving Logistics need to make as part of their contract. Student must:

- List the deliveries in the correct order (earliest date(s) to latest date(s)).
- For each delivery, indicate the date(s) and the item(s) to be delivered on those dates.

Benchmark answers are as follows *(Taken from Project Plan version 3, Appendix 33 – Statement of Work – Earthmoving Logistics, page 120 - 147):*

Date	Deliveries
<i>3-5 August</i>	<i>Landscaping tools, glasshouse</i>
<i>3-6 August</i>	<i>Landscaping vehicles</i>
<i>9-10 August</i>	<i>Road gravel</i>
<i>27 August - 1 September</i>	<i>Granite boulders</i>

6. Write a report outlining the training needs of the candidate as part of their induction into the project.

Your report must be of 200 – 300 words in length.

Mapping: BSBPMG515 PC1.4 (k), PE2 (p), PE4 (k)

Marking guide

Student must write a report outlining the training needs of the candidate as part of their induction into the project. The report must be of 200 – 300 words in length and must cover the following training needs:

- Induction to the project, and the special landscaping requirements of the resort.*
- Aaron to be enrolled into a traineeship or other qualification he can work on in order to get a*
- Both need to attend the Council's environmentally sensitive areas induction program.*

7. List four (4) performance measures to be used in assessing the successful candidate's performance.

Guidance: Refer to Appendix 9 Quality Analysis Tool of Project Plan version 3.

Mapping: BSBPMG515 PC1.4 (p), PE4 (k)

- a.
- b.
- c.
- d.

Marking guide

Student must list four (4) performance measures to be used in assessing the successful candidate's performance. Student's responses must be based on those listed in the quality planning tools. These include adherence to (taken from *Project Plan version 3, Quality Analysis Tool, page 59*):

- *Plant maintenance procedure document*
- *Temporary landscaping plan*
- *Landscaping procedure document*
- *Permanent landscaping plan*

8. List five (5) responsibilities as part of the site supervisor's role.

Mapping: BSBPMG515 PC2.1 (p)

- a.
- b.
- c.
- d.
- e.

Marking guide

Student must list five (5) responsibilities of the site supervisor's role. Wording may vary, however, responses must be the same in thought and meaning with the benchmark answers provided. Student's responses may include but not limited to:

- *To provide day to day supervision of the project team members (landscapers)*
- *To provide day to day supervision of the contractors working on site.*
- *To ensure delivery and location of all incoming raw materials.*
- *Provide day to day coordination between landscaping and construction work.*
- *To perform quality control on all onsite project tasks.*
- *To report all issues to the project manager.*

9. Now that you have selected your replacement landscapers, write a short recommendation to the director of Awesome Landscapes regarding which landscaper will be allocated to each task.

Do not exceed fifty (50) words.

Guidance: Landscapers, Dave Furphy and John Zhuche have left the project and the successful candidates will be replacing them.

Mapping: BSBPMG515 PC1.3 (p)

Marking guide

Student must write a write a short recommendation (of fifty (50) words or less) to the director of Awesome Landscapes regarding which landscaper will be allocated to each task. Wording may vary, however student's response must be the same in thought and meaning with the benchmark answer provided: *Aaron Barben to replace John Zhuche in all his tasks. Karen Pearce to replace Dave Furphy in all his tasks.*

10. Consider how you will communicate the updated resource allocation.
- List three (3) documentation in the Project Plan that needs to be updated?
Guidance: Consider the documentation you have already updated, and all other templates that required changes to employee landscaper names.
 - To whom does this information need to be communicated to?
 - How will this information be communicated to each stakeholder?

Mapping: BSBPMG515 PC2.1 (k), PE1 (p)

a.

b.

c.

Marking guide

Although wording may vary, student's responses must be the same in thought and meaning with the benchmark answers provided below.

- Student must list all three (3):
 - Formal organisation chart,*
 - project organisation chart,*
 - resource allocation table.*
- Student may write *Steering Committee members* or may indicate specific stakeholders of the committee:
 - the general manager of Cascade Peak Hotel*
 - the director of Awesome Landscapes*
 - the project managers of Awesome Landscapes and Timber Construction*
 - and the planning manager of Council*
- The information also needs to be communicated clearly to the site supervisor who will be responsible for the team members on a day to day basis.*

11. The Project Plan has been updated showing all the work J.P. Digging (the previous contractor) has completed. They have contacted Sam to advise they have not been paid their last progress payment, nor have they been paid for the additional work completed before Massive Eco-development went insolvent.

Examine the work done to date as per the project plan and provide a short recommendation regarding how much should be paid to J.P. Digging.

Mapping: BSBPMG518 PC4.3 (p)

Marking guide

Student must provide a recommendation regarding how much should be paid to J.P. Digging. Wording may vary, however, response must be the same in thought and meaning with the benchmark answer provided (underlined phrases/words are required in the student's response):

J.P. Digging had completed fifty (50%) percent of the digging tasks for the utilities and sewerage. They have been paid for all tasks in phase 1, but not for any of the tasks in phase 2. The amount owing to them is \$19,000.

12. Which of the following are additional finalisation activities that need to take place to close the contract with J.P. Digging?

Select all that apply.

Mapping: BSBPMG518 PC5.1 (k)

☒	a. Contract variation
☐	b. Post implementation review
☒	c. Audit
☒	d. Archiving of contract
☐	e. Project closure report

13. Document the lessons learnt regarding the loose ends left by the old contractor. Complete the Lessons Learnt template below.

Guidance: The date must be in the range of mid to late December.

Mapping: BSBPMG518 PC5.3, PE5

Previously mapped to: BSBPMG518A - PC5.3, BSBWOR501B RS2

Marking guide

Student must document the lessons learnt regarding the loose ends left by the old contractor and must complete the Lessons Learnt template below. Wording may vary, however, student's responses must be the same in thought and meaning with the benchmark answers provided:

Project Name:	<i>Cascade Peak Chalets Landscaping Project</i>
Prepared by:	<i>Student's name</i>
Date:	<i>Date in the range of mid to late December must be listed here.</i>
Lesson Learned Number:	<i>Not required</i>
Lesson Learned Proposed Name:	<i>Must succinctly list the name of the lesson.</i>
Project Team Role:	<i>Dependent on nature of lesson learnt. Could either just be the contract organisation, or may involve project team membership if they are also included in the tasks covered by this lessons learnt document.</i>
Process	☐ Initiating ☐ Planni ☐ Executing ☐ Controlli ☐ Closing
<i>One of the above process groups must be selected (depending on the lesson).</i>	
Specific Project Management Process Being Used:	
Specific Practice, Tool or Technique Being Used:	
What was the action undertaken?	<i>Description of what happened.</i>
What was the result?	<i>Description of the outcome of the action. Must be a negative outcome.</i>
What might have been a more preferred result?	<i>A suggestion of a better outcome to be included here.</i>
What might have created the more preferred result?	<i>Brief description of a process that would have created the above preferred result.</i>
What is the specific Lesson Learned?	<i>Must be clear and specific.</i>

How could one identify a similar situation in the future?		Must list at least one trigger point that would identify a similar situation.	
What behaviour is recommended for the future?		Briefly describe the actions of team members and contractors that could provide the above action.	
Where and how can this knowledge be used later in this current project?		Description of how it can be applied later in this project with the new contractor.	
Where and how can this knowledge be used in a future project?		Description of how it can be applied to a similar landscaping project.	
Who should be informed about this Lesson Learned: (check all that apply)			
☒	Executive(s)	☒	Project Manager(s)
☒	Other: New contractor	☒	Project Team(s)
☒		☒	All
How should this Lesson Learned be disseminated? (check all that apply)			
☒	E-mail	☐	Intranet/Web site
☐	Library	☐	Tip Sheet/FAQ
☐	Others:		

14. Sam has asked you to write the tender proposal for the new contractor. Complete the template below which will be used to advertise for a new contractor.

Guidance:

- a. The requirements of the contractor will be covered in the Project Plan.
- b. The contractor is expected to be a replacement for the existing contractor with no changes to scope.
- c. The tender proposal will be used to gather relevant information as well from potential contractors.

Mapping: BSBPMG518 PC1.1 (p), PC2.1 (p), PC2.2 (p), PC3.2 (p)

Marking guide

Student must complete the template below which will be used to advertise for a new contractor. Student is specifically required to complete 'Tasks to be performed' and 'Selection criteria'. Wording may vary, however, student's responses must be the same in thought and meaning with the benchmark answers provided.

Request for Tender

Introduction to Awesome Landscapes:

Awesome Landscapes is the Premier landscaping organisation in the Cascade Peak area, with having completed the landscaping work for most large projects in the area in recent years.

Tasks to be performed (You must list five (5))

- a.
- b.
- c.
- d.
- e.

Student must list all of the following (in no required order).

- *Completion of the excavations for all utilities and septic system.*
- *Removal of temporary access roads upon completion of the construction of the chalets.*
- *Construction and sealing of a car park (including delivery of sealing bitumen.*
- *Construction of landscaped streams, including the construction of channels, a weir and gating, and all erosion control and testing.*
- *Movement of large boulders for landscaping.*

Selection criteria (you must list three (3))

The contractor must:

- a.
- b.
- c.

Student must list all of the following (in no required order).

- *Be available to work on site on Cascade Peak between early January and mid-April to tight deadlines.*
- *All operators must be licensed for backhoe excavation and heavy materials moving.*
- *All operators must have the Cascade Shire Council induction of environmentally sensitive areas.*

Budget: This is a fixed cost project at \$37,200.

Please send your completed tender application to Awesome Landscapes by e-mailing Sam Ng, sam.n@yourdomain.com

15. Develop a Procurement Management Plan to ensure clarity and understanding between stakeholders and achievement of project objectives. Complete the Procurement Management Plan template below.

Guidance:

- a. You will find much of this information in the communication and procurement plans of the Project Plan.
- b. Evaluate these plans and recommend improvements to ensure clarity and understanding between stakeholders and the achievement of the project objectives.

Mapping: BSBPMG518 PC1.2 (p), PE4 (p)

Marking guide

Student must develop a Procurement Management Plan to ensure clarity and understanding between stakeholders and achievement of project objectives and complete the Procurement Management Plan template below. Wording may vary however, responses must be the same in thought and meaning with the benchmark answers provided.

Procurement Management Plan			
Project Name	Cascade Peak Chalets Landscaping Project		
Prepared by	<i>Student's Name</i>		
Date	<i>Any date can be given here</i>		
Identify types of contracts being used:	N/A		
Independent estimates required?	Yes	☐	No
	If yes, who will prepare?		<i>N/A</i>
	By when?		<i>N/A</i>
Actions that Project Management Team can take independent of Procurement Department: <i>All procurement is done by the project management team.</i>			
Source of standardized procurement documents, if needed: <i>Tender proposal document, contract template.</i>			
How will multiple providers be managed? <i>Andrew Lowe (site supervisor) to manage contractor on site with the project team members as needed.</i>			
How will you coordinate Procurement with the following aspects of the project?			
Scheduling	<i>Advising the exact time requirements during the negotiation stage by supplying an updated Gantt chart. Site supervisor to provide weekly and daily updates as needed.</i>		
Performance reporting	<i>Day to day performance reporting will be done by the site supervisor to the project manager.</i>		
Human Resources	<i>All operators must be licensed for backhoe excavation and heavy materials moving.</i> <i>All operators must have the Cascade Shire Council induction of environmentally sensitive areas.</i>		
Other(s)	<i>Contractor to provide all digging equipment.</i>		

16. You have received these [Responses](#) (username: cstclearner password: CstcPty@123) from three (3) potential contractors.

All three (3) have filled in the tender application form. This includes addressing the selection criteria, highlighting the qualifications and capabilities of their staff, highlighting their available timeframes, and conflict of interest declarations.

One of the responses includes a declaration of a conflict of interest. Sam has advised he will need to seek senior management approval to deem whether the contractor will be allowed to work in the project.

He has asked you to develop a plan outlining how the conflict of interest can be managed. In this light, write your recommended management plan to deal with this conflict of interest.

Your plan must be of 150 – 200 words in length.

Mapping: BSBPMG518 PC1.1 (p), PC2.2 (p)

Marking guide

Student must write his/her recommended management plan to deal with a supplier's conflict of interest. Wording may vary however; student's response must be the same in thought and meaning with the benchmark answers provided.

- *The contract needs to declare the conflict of interest indicating the owner of ADF Contracting is a close relative of the general manager of Cascade Peak Hotel.*
- *The conflict must also be mentioned in the documentation supplied to the steering committee.*
- *If this contractor is the best candidate, the declaration must be made clear to the project steering committee.*

17. From the three (3) suppliers who have responded to the tender proposal in Case Study Question 16, select a preferred contractor.

Write a recommendation indicating your preferred contractor and explain your reasoning for selecting this contractor.

Your recommendation must be of 100 – 200 words in length.

Guidance:

In selecting a preferred contractor, take into consideration whether the contractor's fit the set criteria. You must also consider the work health and safety (WHS) requirements of the project.

Mapping: BSBPMG518 PC3.4 (p)

Marking guide

Student must write a recommendation indicating his/her preferred contractor and explain his/her reasoning for selecting this contractor. Wording may vary, however, responses must be the same in thought and meaning with the benchmark answers provided.

- *Godig Contracting is clearly a successful bid.*
- *All staff are qualified backhoe operators with Council induction (environmentally sensitive areas).*
- *They have previous experience in constructing roads and landscaping through national park areas.*
- *Other tenderers do not have qualified staff, nor do they have experience in working in environmentally sensitive areas.*

Benchmark answers above meet the project's set criteria for contractor and WHS requirements of the project.

18. You have been provided with the following contract template. The original contract with J.P. Digging was not very good and upon seeking legal advice, Sam has asked you to create a new contract for the new contractor from scratch.

The aim of this exercise is twofold:

- a. To have a standard contract template for all future projects.
- b. To have a watertight contract for the new supplier.

Populate the fields containing the preamble and the schedules of the contract.

All dates must be in 20xx, where 20xx is the current year.

Mapping: BSBPMG518 PC4.1 (p), PE4 (p)

Marking guide

Student must populate the fields containing the preamble and the schedules of the contract. Wording may vary, however, student's responses must be the same in thought and meaning with the benchmark answers provided. All dates must be in 20xx, where 20xx is the current year.

CONTRACTOR AGREEMENT

[insert date] *Date can be anytime in December 20xx*

[insert name, business name and ABN of contractor] *Michael Classon, Godig Contracting, ABN 234 567 567*

Dear **[insert name of contractor]** *Michael*

Contractor Agreement

This letter sets out the terms of the agreement between **[commencement date]** *7 January 20xx* and **[completion date]** *1 May 20xx*

In this letter, words in **bold type** (other than headings) have the meaning described in section 11 at the end of the letter.

1 PERIOD OF ENGAGEMENT

1.1 Term

The **contractor** will supply the **services** to the **company** from **[insert date]** *7 January 20xx* to **[insert date]** *1 May 20xx* unless the engagement of the contractor to provide the services is terminated earlier in accordance

with this **agreement**.

1.2 Termination by the company

Subject to paragraphs 1.4 and 9.1, the company may terminate the contractor's engagement by giving the contractor one month's written notice of its intention to do so. The company may require the contractor not to perform the services during that notice period.

1.3 Termination by the contractor

Subject to paragraph 1.4 if the contractor wishes to terminate its engagement, it must give one month's written notice to the company. The company may require the contractor not to perform the services during the notice period.

1.4 Payment in lieu

If either the contractor or the company gives notice of termination, the company may terminate the contractor's engagement by making payment in lieu of that part or all of the notice period during which the contractor is not engaged.

2 BASIS OF ENGAGEMENT

2.1 Other contractors and employees

In addition to the consultant, the contractor may engage such other persons as required, whether as employees, contractors or otherwise, to perform the services provided each of those persons is suitably qualified and capable of performing the work the contractor directs or engages them to perform.

2.2 Consultant's equipment

The contractor will provide the consultant with the requisite equipment to provide the services at the contractor's expense (unless a prior arrangement is made in writing with the company).

3 FEE

3.1 Amount

Subject to paragraph 3.3, the company will pay the contractor a **fee** of \$[insert fee] **\$37,200** for providing the services.

3.2 Payment

The company agrees to pay the fee by instalments monthly in advance subject to:

- (a) the contractor performing the services satisfactorily; and
- (b) receipt of a tax invoice from the contractor for the relevant period.

3.3 Early termination

If either the company or the contractor gives notice of termination under paragraphs 1.2 or 1.3, the company is only liable to pay a prorated amount of the fee proportionate to the period the agreement is on foot.

4 GOODS AND SERVICES TAX

4.1 Calculating GST

Consideration payable by the company to the contractor under this agreement:

- (a) stated as a figure, is stated exclusive of **GST**; or
- (b) described (by a formula or otherwise), is described and must be calculated without regard to GST.

4.2 Payment of GST

Where this agreement requires the company to pay consideration for a **supply** then, on presentation of a **tax invoice** by the contractor to the company, the company will simultaneously pay to the contractor:

- (a) the money payable under this agreement; and
- (b) the **GST amount**.

5 DUTIES AND OBLIGATIONS

Throughout the period of the contractor's engagement under this agreement, the contractor must:

- (a) faithfully carry out its responsibilities as specified in this agreement to the best of its ability;
- (b) observe all lawful requests made by any person authorised by the company; and
- (c) ensure that the policies of the company as notified to it are followed.

6 WARRANTIES AND INDEMNITY

6.1 Warranties

The contractor warrants that:

- (a) the contractor:

- (i) is exclusively entitled to perform work in the course of providing the services under this agreement; and
- (ii) is entitled to enter into this agreement and to grant the rights granted to the company under this agreement.

6.2 Indemnities

The contractor indemnifies the company against all actions, proceedings, suits, claims and demands made against it in connection with:

- (a) the provision of services under this agreement;
- (b) any breach of the contractor of any of the warranties made in paragraph 6.1; or
- (c) any of the warranties made in paragraph 6.1 not being complete, true or correct,

and against all liabilities, losses, damages, costs and expenses (including full legal expenses) suffered by the company as a consequence.

7 CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

7.1 Ownership

The contractor acknowledges and agrees that the company owns:

- (a) all intellectual and industrial property rights in any **confidential information**, whether tangible or intangible and whether in documentary or computerised form and in any modifications and enhancements to that information;
- (b) any **inventions** or **works** absolutely and without further payment to the contractor.

7.2 Obligations

The contractor:

- (a) must immediately disclose to the company (and to no other person) all the details of any inventions or works;
- (b) irrevocably assigns to the company all of the contractor's present and future right, title and interest in all inventions and works;
- (c) consents to the works being changed, copied, edited, added to, taken from and/or adapted in any manner or context by the company and any person authorised by the company to do so, for any purpose whatsoever notwithstanding that such conduct may amount to derogatory treatment of the works within the meaning of the

Copyright Act 1968;

- (d) must, both during and after the term of this agreement, do all such acts and things as the company may reasonably request to secure to the company ownership or registration rights in the inventions and the works, and the contractor grants to the company the right to use the contractor's name to obtain any protection of the inventions and works; and
- (e) must not, both during and after the term of this agreement, engage in any conduct which may damage the company's intellectual property rights.

7.3 Obligation

Subject to paragraph 7.4, the contractor must maintain in confidence all confidential information and ensure that the confidential information is kept confidential.

7.4 Exceptions to confidentiality

The contractor may reveal confidential information that:

- (a) it is required by law to disclose, in which case it must immediately notify the company of the requirement and must take lawful steps and permit the company to oppose or restrict the disclosure to preserve, as far as possible, the confidentiality of the confidential information; or
- (b) is in or enters the public domain for reasons other than a breach of this agreement by the contractor.

7.5 Survival of obligation of confidentiality

The obligation under paragraph 7.3 will survive the termination of this agreement.

8 RESTRAINT

8.1 Obligation

In order to protect the company's goodwill and confidential information, the contractor will not during any **restraint period** in any **restraint area** by any means whatsoever directly or indirectly:

- (a) attempt in any manner to persuade a **client** to cease dealing with or to reduce the dealings which that client has customarily had or contemplated having with the company;
- (b) attempt in any manner to persuade any employee or contractor of

the company with whose skills and abilities the consultant has become familiar in the course of the contractor's engagement under this agreement to cease providing services to the company and/or to provide services to the contractor or another person; or

- (c) use or attempt to use confidential information for any purpose other than for the purposes of the company or in any manner that may injure or cause loss to the company.

8.2 Operation of restraint

Each covenant contained in paragraph 8.1 resulting from each restraint period and each restraint area constitutes and is to be construed and will have effect as a separate, distinct, severable and independent provision from each other covenant (but cumulative in overall effect) and paragraph 10.2 will apply.

8.3 Acknowledgment

The contractor acknowledges and agrees that, without prejudice to any other remedy the company may have, the company will be entitled to injunctive and other equitable relief to prevent or cure any breach or threatened breach of paragraph 8.

9 TERMINATION WITHOUT NOTICE

9.1 Events of termination

If at any time during the contractor's engagement by the company the contract:

- (a) commits any act involving fraud, deceit or dishonesty (whether in relation to the company or otherwise);
- (b) becomes bankrupt or commits any act of bankruptcy;
- (c) is convicted of any criminal offence carrying a maximum penalty of not less than 12 months' imprisonment;
- (d) dies;
- (e) persistently neglects the affairs or business of the company;
- (f) refuses or fails to comply with any lawful request, made by any person authorised by the company;
- (g) engages in misconduct; or
- (h) is unable to properly perform the essential elements of the Services whether as a result of illness, accident or otherwise;

then the company will have the right to terminate this agreement immediately, without prejudice to any other claim, right or remedy which the company may have against the contractor.

9.2 Deliver up

Immediately upon the termination of this agreement the contractor must deliver to the company:

- (a) all documents and other things which relate to the business or affairs of the company or otherwise recording confidential information; and
- (b) all things belonging to the company or in respect of which the company has rights of ownership, including computer equipment, mobile phones and other communication equipment, keys, security cards, cab charge cards and vouchers.

10 GENERAL

10.1 Entire agreement

This letter constitutes the entire agreement between the contractor and the company regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the company and the contractor, whether orally or in writing.

10.2 Severance

If any paragraph or any part of any paragraph in this letter is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the paragraph (or where possible, the offending part) is to be severed from this agreement without affecting the enforceability, validity or legality of the remaining paragraphs (or parts of those paragraphs), which will continue in full force and effect.

10.3 Waiver

If the contractor or the company delay in exercising any right under this agreement, that does not constitute a waiver of that right, nor will any waiver (either wholly or in part) of any particular right operate as a waiver of the same or any other right.

10.4 Governing law and jurisdiction

- (a) The laws applicable in [insert applicable jurisdiction] govern this agreement.
- (b) The contractor and the company submit to the non-exclusive jurisdiction of the courts of [insert applicable jurisdiction] and any

courts competent to hear appeals from those courts.

10.5 Set off

If the contractor owes money to the company or owes more than it is entitled to be paid by the company, the company may withhold the amount of the debt or overpayment from any amounts otherwise payable to the contractor.

10.6 Status, tax and insurance

The contractor:

- (a) will at all times supply the services to the company under this agreement in the capacity of an independent contractor, and not as an employee or agent of the company;
- (b) will be responsible for payment of any income tax payable on any monies paid to the contractor or to any person engaged by the contractor to perform the services under this agreement and indemnifies the company against any liability for deduction of such tax;
- (c) acknowledges that the company is not required to make any contributions to any superannuation fund in respect of the contractor providing the services under this agreement;
- (d) must maintain public liability insurance with a reputable insurer for an amount not less than \$20,000,000.

10.7 Assignment

The company may assign its rights and benefits under this agreement to any other person without the consent of the contractor, but must continue to comply with its obligations to the contractor under this agreement or cause the assignee to agree to perform those obligations.

11 DEFINITIONS

In this agreement:

client means, for the purpose of paragraph 8, any person who is or was a client of the company with whom, during the contractor's engagement, the contractor has or had dealings;

company means [insert name of principal] *Awesome Landscapes Pty Ltd*;

a company policy means the policies of the company relating to performance of work;

confidential information includes, but is not limited to, all trade secrets, know-how and any other information confidential to the company that is

disclosed to the contractor or acquired by the contractor during the course of the contractor's engagement under this agreement, which relates to the business affairs, clients or property of the company that are generally not available to the public or are not generally known in the industry in which the company operates, including (without limitation):

- (a) any information, record, specification, formula, patent, device, invention, method, technique or process that is owned by the company;
- (b) any methodology or system that the company has developed for its business;
- (c) any other information of the company relating to its services and products (offered or to be offered), research, development, marketing, pricing, clients and prospective clients, business methods, strategies, financial conditions, personnel, plans, policies or prospects;
- (d) any information relating to technical knowledge that the company may possess relating to projects and tenders undertaken by the company, including its strategies and pricing considerations;
- (e) any information relating to the business affairs of the company; and
- (f) any confidential information of any client of the company or third party obtained by the company on a confidential basis;

consideration means any amount of consideration, compensation, damages, indemnity, reimbursement, costs or other sum payable or to be provided under any provision of this agreement;

contractor means [insert name and ABN of contractor] *Godig Contracting, ABN 234 567 567*

fee means the fee payable under paragraph 3.1;

GST means any form of goods and services, value added, consumption, purchase, retail of similar tax calculated by reference to the price or value of a supply;

GST amount means the amount of money payable by the company under this Agreement multiplied by the rate from time to time at which GST law imposes or levies GST on a supply;

GST law means any law which imposes, levies, implements or varies a GST;

industrial laws means any applicable industrial award, enterprise agreement or industrial legislation;

input tax credit has the meaning given to it under GST law;

inventions means all inventions, discoveries and novel designs created in the course of the contractor's engagement under this agreement;

restraint period means each of the following periods commencing upon the commencement of the contractor's engagement and ending upon the expiry of each of the following periods after termination of the agreement:

(a) 3 months; and

(b) 6 months;

restraint area means:

(a) Australia; and

(b) [Student's own state/territory];

services means the services described in the Annexure;

supply means anything supplied, provided or performed for the purposes of this agreement which is taxable under GST law;

tax invoice means a tax invoice in the form and containing the information required under GST law for the purposes of collecting GST and obtaining an input tax credit; and

works means all works and other subject matter in which copyright exists which are created in the course of the contractor's engagement under this agreement.

Would you please signify the agreement of the contractor to the terms of this agreement as set out in this letter by signing and dating both copies and returning them to me.

Yours sincerely,

[insert name and title of authorised signatory on behalf of principal] *Sam Ng, Project manager.*

For and on behalf of the company

[insert name of employer] *Awesome Landscapes Pty Ltd*

.....

Signature of contractor

.....

[insert name of contractor] *Michael Classon*

.....
Date

SCHEDULES

THE SERVICES

Services means for the purposes of the agreement the performance of work during the term of this agreement in the course of the company carrying on its business, commensurate with the contractor's knowledge and experience, to assist in the delivery of the following services to the company and the clients of the company:-

- (a) provide advice to the clients of the company;
- (b) develop and manage, on behalf of the company, relationships with relevant clients of the company, contractors, workers and suppliers in a manner consistent with the objectives of the business;
- (c) attend on the premises of the company and its clients at such time as is necessary to deliver the services;
- (d) use best endeavors to meet the timetables and/or schedules of the company and its clients;
- (e) provide the company with reports (written and oral) regarding the provision of the services as may be reasonably required by the company;
- (f) use best efforts to further the company's business; and
- (g) all other lawful activities required by the company.

The specific services to be provided include:

[insert all services to be provided by contractor]

Phase 2 – Building Support

- ***Excavate holes for septic system.***
 - ***Determine size of hole needed.***
 - ***Excavate hole and take soil to designated soil storage near car park.***
 - ***Bury septic tanks once installed.***
 - ***Compact soil around septic tanks.***
- ***Excavate channels for pipes to septic system.***
 - ***Dig channels from chalets to septic tanks.***
- ***Fill septic system channels and compact.***
 - ***Once sewers have been installed, tested and quality inspected, fill the channels.***

- Compact the channels.
- Place markers for future maintenance.

Phase 3 – Planting and Landscaping

- Construct channels for stream through resort.
 - Dig channels closely following plan.
 - Ensure no erosion is likely around chalets.
- Install granite boulders in channels.
 - Install boulders to hold channels and allow water to cascade.
- Excavate main channel from stream.
 - Construct channel from start of proposed end of weir across to the top of each channel.
 - Concrete channel.
 - Build channel gates.
- Construct weir.
 - Excavate weir pond, moving any excess soil to designated storage area near car park.
 - Build concrete weir.
 - Build gate from weir.
 - Excavate diversion from main stream to weir.
 - No water may enter the channels yet.
- Construct drainage at bottom of channels.
 - Excavate drainage channel from bottom of resort channels back into main stream.
 - Create concrete channel.
- Testing and troubleshooting.
 - Open weir gate allowing water to flow into top channel.
 - Open each gate to allow optimum amount of water into resort streams.
 - Quality test each channel for water flow, leakage and erosion.
 - Troubleshoot and repair any issues.
- Expand car park.
 - Excavate soil in car park.
 - Create car park retaining wall.
 - Fill retaining wall with excess soil from excavations.
- Move gravel to car park.
 - Remove gravel from temporary access roads, starting at the chalets and working back towards the road.
 - Relocate gravel to car park.
 - Compact gravel ready for sealing.
- Seal car park.
 - Organise delivery of bitumen.
 - Seal bitumen over gravel.
- Add boulders to landscaping around chalets.
 - Move remaining boulders from storage area to landscape around the chalets as directed by the site supervisor.

19. Sam likes the contract but would like to send it to his lawyer before getting it signed off. Why do you think he wants to do that?

Mapping: BSBPMG518 KE4 (p)

Marking guide

Although wording may vary, student's responses must be the same in thought and meaning with the benchmark answer provided: *To ensure all the legal aspects are covered in the contract.*

20. The new contractor has advised one of his employees is actually an independent subcontractor. What course of action do you suggest?

Mapping: BSBPMG518 KE4 (p)

Marking guide

Although wording may vary, student's responses must be the same in thought and meaning with the benchmark answer provided: *It is suggested that Sam screens the subcontractor, and if they are okay, organise the main contractor to create a written contract with the subcontractor and to supply Awesome Landscapes with a copy for their records.*

21. Sam has approached you to get your advice regarding getting the project back on track and minimise further impact of the issues identified to the project.

List five (5) actions that must be done to minimise the impact of the issues.

Mapping: BSBPMG515 PC3.4 (p)

- a.
- b.
- c.
- d.
- e.

Marking guide

Student must list five (5) actions that must be done to minimise further impact of the issues to the project. Although wording may vary, student's responses must be the same in thought and meaning with the benchmark answer provided:

- *Steering committee must sign off on new change request and updated project plan.*
- *Communicating the new schedule to all project team members and contractors.*
- *Communicating changes to team members and contractor to all others.*
- *Commencing the induction of the new team members.*
- *Meeting with contractors and team members on site on first day back, introducing new team members and contractor.*

22. You have visited Sam and you noticed morale in the office seems to be very low at the moment.

He has asked you to provide him with an independent solution to the problem.

- a. Describe the causes of the poor morale.
- b. Provide advice to Sam regarding potential solutions to raise morale.
- c. How should the conflict be resolved?

Mapping: BSBPMG515 PC3.3 (p), PC3.4 (p)

- a.
- b.
- c.

Marking guide

Student must:

- a. Describe the causes of the poor morale.
- b. Provide advice to Sam regarding potential solutions to raise morale.
- c. How should the conflict be resolved?

Wording may vary, however, student's responses must be the same in thought and meaning with benchmark answers provided below.

- a. Responses may include any of the following:
 - *Massive Eco-development going into liquidation causing the project to suddenly stop.*
 - *Two staff members leaving and one contract being replaced at the request of the new owner.*
 - *Uncertainties over the new ownership of the project.*
- b. *Solutions can include a project team meeting on the first day at the site to introduce new team members and contractor, and give a pep talk to get everyone motivated again.*
- c. *The conflict in the project can be resolved by ensuring the new team members and contractors are introduced to the team and to clearly communicate the new schedule.*

23. Sam has mentioned to you that Andrew (the site manager) is having performance issues. Particularly, he has been having issues with his computer literacy, sending e-mail and using the Internet.

Sam is sending Andrew to Melbourne for some professional development at a landscape horticulture conference in three weeks' time, but he has asked you research a one- to two-day course that the site manager can attend to update his computer skills.

Research the computing courses available in Melbourne (preferably in or near the Central Business District) that he can attend.

- a. Provide a specific link to the site page containing all the details of the one- to two- day computer course(s); and
- b. Attach a screenshot of the site page containing all the details of the one- to two- day computer course(s)

Mapping: BSBPMG515 PC2.2 (p), PC3.1 (p), PE2 (p)

Marking guide

Student must Research the computing courses available in Melbourne (preferably in or near the Central Business District) that Andrew can attend. Specifically, the student must:

- a. Provide a specific link to the site page containing all the details of the one- to two- day computer course(s); and
- b. Attach a screenshot of the site page containing all the details of the one- to two- day computer course(s)

Link to site page

Responses will vary, but the link must point to a one- to two- day computer course(s);

Screenshot of the site page

Student must attach a screenshot of the site page site page containing all the details of the one- to two- day computer course(s). This is required, in cases, where the site page is not/no longer available.

WORKBOOK CHECKLIST

When you have completed this workbook, please ensure you have completed all parts of it:

- ☐ **Written Questions**
 - ☐ **Part 1 – Manage Project Human Resources**
 - ☐ **Part 2 – Manage Project Procurement**
 - ☐ **Part 3 – Manage Project Stakeholder Engagement**
 - ☐ **Part 4 – Lead and Manage Team Effectiveness**
- ☐ **Case Study**

IMPORTANT REMINDER

Students must achieve a satisfactory result to ALL assessment tasks to be awarded COMPETENT for the unit relevant to this subject.

To award the student competent in the units relevant to this subject, the student must successfully complete all the requirements listed above according to the prescribed benchmarks.

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