

BSB51415 Diploma of Project Management



Human Resource Management

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ASSESSMENT WORKBOOK COVERSHEET

WORKBOOK:	Workbook 3
TITLE:	Human Resource Management
FIRST AND SURNAME:	Brad Kayll
PHONE:	0422800669
EMAIL:	kowboy_54@hotmail.com

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 : Brad Kayll

Signature: BK

Date:
23/07/2020

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.

HRM Methods	Discussion
Develop human resource plan	This is the process designed to ensure the company has an appropriate number of employees with the required skill set to enable to company to meet its strategic requirements laid down by the principle contractor in the particular job or project we will be undertaking.
Acquire project team	This is the process of implementing the human resource plan, that is, after deciding what employees are needed for the project with which skill set, we have to acquire from other jobs or employee new trades to meet our requirements for that particular job.
Develop project team	This is simply completed after we have acquired the desired project team. We then need to mould the team and develop particular employees to buy-in on our overall requirements and mind sets to complete the job on time and hopefully under budget.

Manage project team	Similar to developing the project team, we also need to manage the team, that is, set goals for individuals and teams, make sure they are meeting these goals. We need to make the team feel like everyone is performing to reach the goals. A great leader will pull a team along with them, not push them.
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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.

	Strategy HR management	Description
B	Conflict resolution	a. A strategy involving projecting labour needs and the effects they'll have on an organisation, or a project.
A	HRM forecasts	b. A strategy employed for two or more parties to find a peaceful solution to a disagreement among them.
D	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.
E	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.
C	Personnel recruitment	e. A strategy involving assessing progress towards meeting performance and project objectives; sharing feedback on progress relative to the project goals.

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.

	General feature	Description
C	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.
B	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.
D	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.
A	Close procurements	d. This is the process of managing procurement relationships, monitoring contract performance, and making changes and corrections as needed.

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.

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

	General conditions	Description
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9. Consider the probity and project governance constraints that relate to project procurement in a project provided below.

- a. In your own words, briefly discuss how each constraint relates to project procurement. Do not exceed fifty (50) words for each discussion.
- b. 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.

Probity and project governance constraint	Discussion	Provide at least one (1) industry-specific example or situation
Ethical behaviours	When you are a Project Manager you need to be able to maintain objectivity in recruiting project team members, vendors, suppliers or contractors. Self interest should not be bought into this process	This may occur where a project manager has employed a family member to work in the office or become an apprentice, this has not always been a great idea.
Limits of authority	While procurement is an area PM's will give input, it is an area they do not own. The PM usually will not have the authority to enter into contracts on behalf of the company and are not asked once these are in place.	A PM will not usually decide on the fixtures to be installed on the specific job, nor will they concern themselves with the paying of the subsequent invoices sent by the fixture company, they will however make sure the delivery is on time and of the correct quantities.

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.

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	The funding source of the project	On budget and on time	To provide funding as the project requires
Project manager	Ensuring the delivery of the project	Handing over the job on time and on budget	Ensure the project is delivered timely, effectively and efficiently
Project team member(s)	support services, delivery of tasks	tasks are supported by the PM	To deliver services as per allocated task
Contractors	Responsible of delivery of support services and tasks	Tasks are supported by the PM	To deliver goods and services as per allocated tasks
Suppliers	provide goods ordered on time	Procurement is supported by the PM	To deliver goods/services as per allocated tasks
The end user	Benefits from the end product of the project	Its delivered as per the requirements	N/A
Regulatory bodies	Provides laws/ standards regarding the quality of the project	The finished job meets standards and legislation	To provide advice on compliance requirements as needed

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.

Stakeholder engagement levels	Discussion
Unaware	This is where the stakeholder is not aware the projects outcomes. If enough effort is made in identifying stakeholders, this should not happen.
Resistant	The stakeholder is aware of the project but doesn't support it. They can seriously jeopardise the delivery of the project.
Neutral	The stakeholder can go either way with the outcomes of the project. They are aware of the project, but are neither supportive nor resistant.
Supportive	The stakeholder feels favourable about the project and its outcomes. Stakeholders are aware of the project and are supportive of the changes
Leading	This is when the stakeholder is actively engaged in promoting the project, they are actively ensuring the success of the project

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

- Presentation skills
- Negotiating
- Writing skills
- Public speaking

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

- Missing reports
- Misleading/incorrect content
- stakeholder complaints
- 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.

	Key Component	Description
G	Stakeholder Identification and Analysis	a. Plan out each consultative mechanisms, consult inclusively, document the process, and communicate follow-up.
F	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.
A	Stakeholder Consultation	c. Establish accessible and responses for stakeholders to raise concerns and complaints about the project throughout its life.

E	Negotiation and Partnerships	d. Build and maintain sufficient capacity within the company to manage processes of stakeholder engagement, track commitments, and report on progress.
C	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.
B	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
H	Reporting to Stakeholders	g. Invest time in identifying and prioritizing stakeholders and assessing their interests and concerns.
D	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.

Y	a. Relationship: Try to engender trust with the stakeholders. Seek out networking opportunity.
Y	b. Remember, they are human: Operate with an awareness of human feelings.
Y	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.
N	d. Celebrate success: Ensure that all other project stakeholders are aware of your accomplishments.
Y	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.
Y	f. Understand what success is: Explore the value of the project to the stakeholder.
Y	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.
Y	h. Simple but not easy: Show your care. Be empathetic. Listen to the stakeholders.
N	i. Quantity over quality: The more project stakeholders in involved in the project the more chances of ensuring the project's success.
Y	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.

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	This is the process of collecting , analysing and/or reporting information regarding performance of the team	For B & B this would include the amount material put up in an apartment a certain time
Personal behaviour	A PM needs to have strong leadership skills, they must pull team members along with them, not push them. They need to be great communicators	Speaking at a prestart, PMs need to be enthusiastic, competent, and show strong integrity
Self-awareness	This is the ability to recognise oneself as an individual separate from the project and others around them	In terms of a project, the PM needs to know where they want to be, and knowing what they need to do to achieve it
Identification of your own personality traits	This is a combination of actions, attitudes and behaviours	A PM will need to know sometimes if they may be emotional, that is a little bit heated and may need to take a minute before responding to an email/phone call

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.

- a. Group dynamics at work is when employees interact with each other and how they interact. Group dynamics can support team performance positively and help do things more efficiently and effectively. If the group have great dynamics they are more likely to pull in the one direction. Through positive discussions and collaboration, employees can complete positive solutions and recommendations. In reality if the project team get along and maybe enjoy some activities outside of work then this can positively impact on the way they work and increase productivity and output.
- b. Of course the opposite can occur and can impact negatively on a teams performance and greatly effect the productivity of the team. Weak leadership can lead to a lack of direction for the group, power struggles, or a focus on incorrect priorities, all impacting negatively on the groups performance and output. Group members can be inclined to freeload on others if there is bad group dynamics and a lot of infighting can occur. All of these situations can be detrimental and must be avoided at all costs.

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

Select all that apply.

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

Select all that apply.

N	a) Risk analysis
Y	b) Coaching
Y	c) Performance reviews
Y	d) Mentoring
Y	e) Communicating each team member's roles and responsibilities
Y	f) Team building
N	g) Record keeping
Y	h) Modelling desired behaviour and practices
N	i) Micromanaging team members
Y	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.

- a. We could sit down with the team and ask the team members that are stopping group consensus why they are doing so and what grudges they hold and why they hold the opinions they do. Encourage team members to give examples on why they hold these opinions.
- b. Gain new information. Sometimes a consensus is not reached because team members are operating on Chinese whispers, false information and false assumptions. If we shed light on new and more information this can help shed light on the current issues.
- c. Take no further action on the issue until the team has a chance to consider the new information by themselves. This will show respect to individual team members and make it easier for them to may 'come around' or compromise without losing face.

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.

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

CASE STUDY

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@awesomelandscapes.com.au.
- 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.

Job Advertisement Template

Job Title	Landscaper
Job Location	Cascade Peak
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	Sam Ng - Project Manager
Description of the job role and purpose	We require two landscapers for the project team.
Selection criteria	The applicant needs to have experience in environmentally sensitive areas, needs to be physically fit for landscaping work, a background in Horticulture would be required, and must be able to work in remote areas.
Salary and superannuation details	\$18 per hour would be the starting rate, plus Superannuation and leave entitlements.
Employment conditions	The role that is been advertised is for full time with accomodation supplied on site.

EMPLOYMENT AGREEMENT

Dear

Employment agreement

This letter sets out the terms of your employment with Awesome Landscaping
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

Awesome Landscaping will commence employing you in the position of landscaper on a full-time basis, reporting to Sam Ng, Project Manager, starting on January 7 2020.

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 Cascade Peak Hotel. 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 \$18 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/carer's 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/carer's leave.

You will be entitled to unpaid carer's 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/carer's 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.

6.1 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 Victoria govern your employment and this agreement.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of Victoria 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 Awesome Landscaping;

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

Awesome Landscaping by

.....

Sam Ng, Project Manager

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:.....

5. Review the Project Plan. List the deliveries Earthmoving Logistics need to make as part of their contract.
- Guidance:**
- a. List the deliveries in the correct order (earliest date(s) to latest date(s)).
 - b. For each delivery, indicate the date(s) and the item(s) to be delivered on those dates.

- 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.

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

x	c. Audit
x	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.

Project Name: Cascade Peak Hotel										
Prepared by: Brad Kayll										
Date: 17 Dec 2019										
Lesson Learned Number: 01										
Lesson Learned Proposed Name: JP Digging, incomplete works, once original sponsor went into liquidation										
Project Team Role: Manage and minimise project outcomes and deliverables										
Process Group:*		Initiating		Planning	x	Executing	x	Controlling	x	Closing
Specific Project Management Process Being Used:										
Specific Practice, Tool or Technique Being Used:										
What was the action undertaken? Original sponsor went into liquidation, left incomplete works and new sponsor decided to terminate JP Diggings contract										
What was the result? JP Digging contract was cancelled and a new process for a replacement contract was undertaken										
What might have been a more preferred result? That JP Digging completed the works and maintained the relationship that had been formed.										

What might have created the more preferred result? It would have been preferred they finished the works on the original contract.

What is the specific Lesson Learned? References from contractors should be required, and better background checks to be undertaken to better help issues like this not arising.

How could one identify a similar situation in the future? Background checks, previous completed contracts could be sorted

What behaviour is recommended for the future? That we do background checks, and a more detailed selection process to ensure these issues are minimised.

Where and how can this knowledge be used later in this current project? When we have to employ a contractor or even a new supplier, we maintain vigilance and complete more in depth background checks

Where and how can this knowledge be used in a future project?

In future projects we must ensure this high level of selection process to ensure the best chance at getting a reliable contractor to finish their contract with us and the sponsor.

Who should be informed about this Lesson Learned: (check all that apply)

	X	Executive(s)	X	Project Manager(s)		Project Team(s)		All Staff
		Other: New contractor						

How should this Lesson Learned be disseminated? (check all that apply)

	x	E-mail		Intranet/Web site		Tip Sheet/FAQ
		Library		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.

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))

- Completion of sewer installation
- Removal of the current road
- Excavation of new car park
- Sealing of the new car park
- Moving of boulders

Selection criteria (you must list three (3))

The contractor must:

- Be available between January and April to meet project deadlines
- All excavator and other plant operators to be ticketed
- All employees to have all environmental inductions

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@awesomelandscapes.com.au.

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.

Procurement Management Plan				
Project Name	Cascade Peak Chalets Landscaping Project			
Prepared by	Brad Kayll			
Date	23/7/2020			
Identify types of contracts being used:	N/A			
Independent estimates required?	Yes		No	
	If yes, who will prepare?			
	By when?			
Actions that Project Management Team can take independent of Procurement Department: All procurement to be completed by project management team				
Source of standardized procurement documents, if needed: Project contract template, tender documentation				
How will multiple providers be managed? Site Supervisor Andrew Lowe is required under his works to manage on site				
How will you coordinate Procurement with the following aspects of the project?				
Scheduling	Notifying time requirements,			
Performance reporting	HR			
Human Resources				

Other(s)	
----------	--

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.

CONTRACTOR AGREEMENT

Sept 15 2019

Godig Contracting ABN: 234 567 567

Dear Michael Classon of Godig Contracting
Contractor Agreement

This letter sets out the terms of the agreement between January 7, 2020 and April 2020

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 January 7, 2020 to April, 2020 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. 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

3.

3.1. 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.

3.2. 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).

4. FEE

4.1. Amount

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

4.2. 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.

4.3. 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.

5. GOODS AND SERVICES TAX

5.1. 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.

5.2. 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.

6. 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.

7. WARRANTIES AND INDEMNITY

7.1. 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.

7.2. 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.

8. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

8.1. 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.

8.2. 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.

8.3. Obligation

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

8.4. 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.

8.5. Survival of obligation of confidentiality

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

9. RESTRAINT

9.1. 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.

9.2. 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.

9.3. 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.

10. TERMINATION WITHOUT NOTICE

10.1. 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.

10.2. 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.

11. GENERAL

11.1. 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.

11.2. 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.

11.3. 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.

11.4. 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.

11.5. 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.

11.6. 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.

11.7. 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.

12. 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];

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 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) Queensland;

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]

For and on behalf of the company

awesome Landscaping

.....

Signature of contractor

.....

Godig contracting

.....

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:

- Fill and compact channels for upcoming utilities
- Excavate for Septic system
- Install Septic system
- Backfill and compact around Septic tank
- Compact drain lines once they have been installed and compact accordingly
- Excavate channels through resort
- Excavate main channel from stream
- Construct Weir
- Expand car park
- Move gravel to car park
- Seal car park
- Add boulders to landscaping around chalets

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?

This would be an excellent idea to have a legal team look over the contract just to make sure there are no loopholes where Awesome Landscapes could be held accountable for. It is always a good idea to have a second pair of eyes to look over a contract and if it's a legal team, they will have experience in contracts and what to look for if there are any legal loopholes.

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

We suggest that sub-contractor screening should be set up, that is where we conduct a thorough background check of contractors..This will help us determine how comfortable we are with their experience, reputation, trustworthiness and variety of other important values.

Also direct contracts should be written up to help decrease the chances of problems further down the track.

Also direct contracts should be written up to help decrease the chances of problems further down the track.

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.

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

- a. Update project plan
- b. Update all relevant schedules
- c. Introduce site inductions
- d. Organise a meet and greet on the first day to eliminate problems and boost moral
- e. Update contractor and employee lists to make your day to day project life easier

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.

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

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

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

- a. Here are some causes of poor morale : Inconsistency from team members, lack of discipline for problem team members, lack of effective communication, not providing good tools or clear processed to do a good job and finally constantly changing their priorities.

- b. Weekly or monthly team building activities are a great way to lift morale. You could organise a team lunch, office games or theme days. It could be as simple as enjoying a beer and a bbq after work on a Friday. These small things can really help rebuild morale.

- c. Some ways conflict can be resolved are: 1). Allow people to express issues and communicate effectively. 2) Practise active listening. 3) Ask yourself why the conflict is occurring. 4) Don't blame others. 5) Demonstrate respect, and 6) Keep team issues within the team.

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)

Link to site page	https://www.swinburne.edu.au/study/course/microsoft-excel-intermediate/
-------------------	---

Screenshot of the site page

Study at Swinburne > Find a course > Microsoft Excel Intermediate

Microsoft Excel Intermediate

Local students

International students



Short course

Hawthorn, Online

[Send me a link to this course](#)

Microsoft Excel is an incredibly useful program that most workplaces use, however the vast majority of Excel users only scratch the surface of its capabilities.

This one-day course builds on basic skills, or the knowledge learned in the beginner's course, as participants learn how to create a systematic approach to Excel formulas and tasks. Becoming more efficient at spreadsheets is just the start.

The course helps people to un-learn bad habits they've picked up from learning Excel on the job, teaches more efficient steps to achieve calculations and outcomes, and unpacks why Excel is used for tasks.

Participants will learn relative and absolute formulas, and shortcuts and methodologies when entering text, formulas and functions. You'll also be exposed to a range of the built-in Excel functions like financial and logical calculations.

Create more professional spreadsheets and reports via essential shortcuts, formulas, and functions. Fast.

Who should attend?

People who seek to increase their digital literacy in the workplace and create more professional spreadsheets utilising essential shortcuts, formulas, and functions within Microsoft Excel. It's perfect for Excel users who wish to extend their knowledge and skills beyond simple workbooks.

Recommended: We recommend participants complete [Microsoft Excel Introduction](#) training course or have equivalent skill level in order to do the Excel Intermediate course.



[View dates and register](#)

Duration

1 day

Fees*

\$415

Study modes

Face-to-face, Live online, workplace

(unless stated, Swinburne Professional courses do not attract GST)

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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