



Australian Government

Department of Education, Skills and Employment

Recommendation Minute: Local Jobs Program Activity Proposal LJA120 – Inspire Platform – Perth South WA

To: s 22 (1), State Manager, WA

From: s 22 (1)

Date
01/06/2021

Recommendation

That you:

Note the revised proposal information submitted by the proponent Inspire Platform, at Attachment A	Noted
Agree to funding for this project under Release 1 of the Request for Proposal for the Local Jobs Program Activities for the Local Jobs Program 2020—2022; and	Agree
If necessary, provide advice on any additional information you would require from the proponent to facilitate reconsideration of the proposal.	Not required
Delegate signature	s 22 (1)
Date	1 June 2021

Key Points

- Under the conditions of the LJP Request for Proposal the department has the flexibility, within the same procurement process, to reconsider applications from the first Release, as per Clause 5.7.1 of the RFP.
- Activity LJA120, submitted by Inspire Platform, was initially assessed as marginally suitable for funding but did not meet value for money considerations as outcomes were not able to be realised within timeframes or with employer stakeholders initially engaged. The Business Allocation report for this region is at **Attachment B**.
- Activity as originally described (**Attachment C**) proposed to deliver support to job seekers from Youth, CALD & Indigenous caseloads to gain employment by delivering multiple components:
 - Drivers Licensing Support (L to P1): driving lessons delivered by accredited driving instructors
 - Licence (P1) acquisition: coordination of licensing
 - Microfinancing: support to assist in the purchase of a vehicle (up to \$5,000)

- Local transport support: local transit support to and from work whilst license is being obtained
- Dedicated, wrap-around support, complementary to services available from employment services and employers
- Tailored and comprehensive workplace resilience skill development to support long-term employment
- Youth, CALD & Indigenous expertise encouraging engagement and suitability for each employer
- Discussions were held with the proponent via telephone on 20 May 2021 and 24 May 2021 . The proponent provided additional detail on proposed enhancements via email on 23 May 2021.
- Inspire Platform was advised both verbally and in writing that these conversations should not be seen as a commitment or any guarantee of funding in relation to the Request for Proposal process; and the final proposal would be assessed objectively on merit as it was in Release 1.
- The main enhancements of the Activity include incorporating a further employer for participant placement and an increase to the length of the time for the proposed Activity to ensure outcomes could be realised (9 months instead of 6) allowing further participants to be suitably placed.
- Inspire Platform has confirmed that the PowerUp program retains the key focus of facilitating provisional drivers licencing, job hardening through resilience training, with additional wrap around language and financial management support targeted to participant needs.
- The proponent submitted additional information in writing to the department on 23 May 2021. This information has been assessed alongside the original proposal and conversations held 20 May and 24 May 2012 is considered to enhance the value for money and suitability of this Activity for funding.
- The proponent has advised the partnering provider for Activity LJA 120 is AtWork.
- **Stakeholder connections**
 - The Proponent stated they have had extensive conversations with employers and other stakeholders in the region who have stated they are keen to be involved.
 - The proponent has provided details of further employers and other stakeholders they have established relationships with in this region. These are: s 22 (1)
- **Activity outcomes:** 30 participants to gain provisional licence and full time employment

Attachments

- Attachment A: enhanced proposal clarification email submitted by Inspire Platform
- Attachment B: Business Allocation Report, Perth South WA
- Attachment C: original Activity proposal

Attachment A

Hi s 22(1)

I hope you have had a great weekend.

Please find detailed below notes/responses in anticipation of our scheduled discussion.

I look forward to catching up tomorrow.

Kind regards

s 47F(1)

Chief Executive Officer

Mobile: s 47F(1) ;

Email: s 47F(1)

Web: inspireplatform.com.au



1. Activity Name (if you wish to revise)

No revision to Activity Name

2. Sub-contractor ABN and address details

Name of subcontractor	Address	ABN	Relationship to Supplier	Role
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No subcontractors involved

3. Key personnel and their roles in delivery the proposed activity

Specified Personnel (name)	Role
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s 47F(1) – Operations Manager

The Operations Team manage all aspects of the project deliverables specifically the management of licensing, coordination of training, employer mentoring requirements and microfinancing support.

s 47F(1) Project Liaison Lead

The project liaison team oversee the engagement of project partners with emphasis on employer support, Council and provider liaison.

4. Key deliverables

No.	Description of deliverable(s)	Milestone Date	Milestone Payment amount (GST inclusive)
1	s 47G(1) (a)		
2			
4			

5. Engagement of Partnering Provider (have you commenced discussions and gained their agreement if your Activity was to get up)

Yes – s 47G(1) (a) atWork Australia s 22(1)

s 22(1)

6. Recruitment/screening/number of participants

30-35 Participants screened s 47G(1) (a)

7. Employers engaged

s 22(1)

8. How you may be utilising other government programs to support your program (noting we cannot fund programs/training that is already funded)

No other programs being utilised

9. Budget breakdown/Value for money

\$4,500 per participant

10. Providing a further understanding to the department re micro financing

To discuss further

11. Project Plan (including key milestones and invoice payments)

As above

12. Start dates

1st June 2021

13. Finish dates

1st December 2021

14. Risks/WHS

To discuss further

Attachment B

Local Jobs Program Activities for
the Local Jobs Program 2020–2022 (WA)

Employment Program	Respondent	Intelligence & Organizational	Cloud Provider	Subcontractor	Partnering Employment Service Provider	Budgetary Cost	Selection Criteria			Credentialed Rating/Pre-Contract Assessment/Interview	Contract Assessment Manager		DA Recommendation	Employee Decision
							Score of 1	Partial	50 Percent		Percent	Lowest		
Park South, WA	NOFFREPLATOPHY LTD	LACO			S 22 (1)	\$105,000.00	3.54	Marginally suitable	5	No Complaint	S 22 (1)	203 Adelaide Ave, Park WA 6000	YES	YES

Attachment C

The PowerUp Project:

PowerUp specifically addresses transport disadvantage and workplace resilience skill gaps to create local employment opportunities. The project delivers:

- Employment Outcomes: 30 people employed within 6 months in ongoing positions
- Focus: youth, CALD and Indigenous
- Licensing (L to P1): driving lessons delivered by accredited driving instructors
- Licence (P1) acquisition: coordination of licensing (paid for by employment providers)
- Microfinancing: support to assist in the purchase of a vehicle (up to \$5,000)
- Local transport support: local transit support to and from work whilst license is being obtained
- Resilience training: Inspire's NRT (see below)

s 22 (1)

The project also provides Navigate Resilience Training (NRT) over a 6 month period to develop crucial skills for job maintenance and budgeting to maintain transport independence:

- Purpose: Values & Goals
- Control: Emotional regulation & Composure
- Reasoning: Problem Solving & Resourcefulness
- Self-care: Exercise, Nutrition & Mindfulness
- Tenacity: Persistence through Adversity
- Collaboration: Teams, Employer expectations
- Financial Stability: Budgeting, Planning & Goals

Inspire's NRT offers

- progression from the employability skills delivered by employment providers
- support for jobseekers to navigate COVID-19 and unemployment challenges
- an exceptional base to engage with employers and maintain employment
- interface can be made available in the languages of particular CALD users.

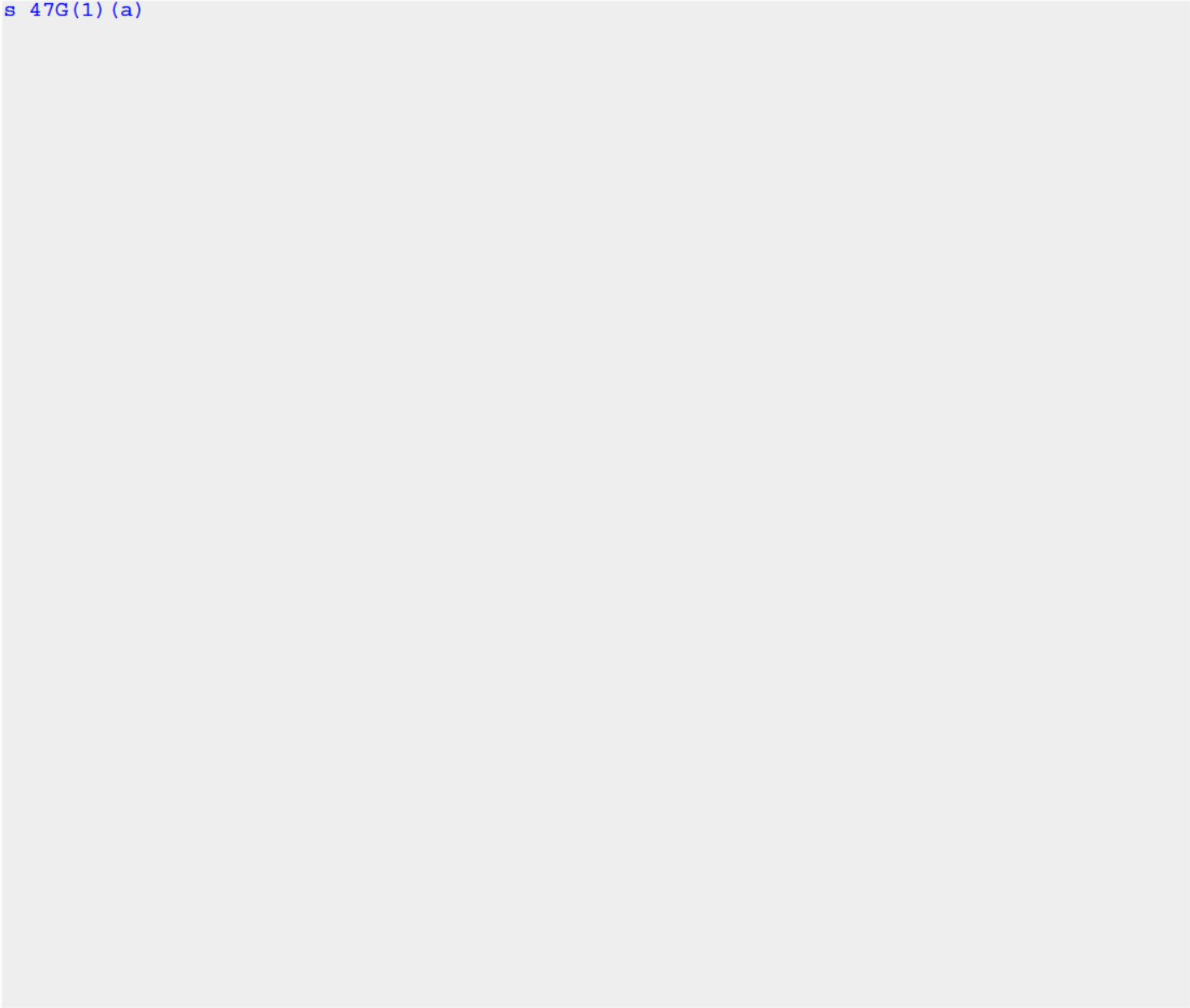
PowerUp has engaged local transport providers, driving instructors and employers, and will align with locally funded programs wherever possible. In addition Inspire will maintain a presence throughout the region and the term of the project.

We anticipate the screening by providers of a s 47G (1) (a) e to achieve the 30 employment outcomes.

Regional Priorities:

PowerUp aligns strongly with the following regional priorities:

s 47G(1) (a)





Commonwealth of Australia

Commonwealth Contract - LJP Activity

Reference No: LJA120

Customer

Customer Name	Department of Education, Skills and Employment
Customer ABN	12 862 898 150
Address	12 Mort Street Canberra ACT 2601

Supplier

Supplier Name	Inspire Platform Pty Ltd
Supplier ABN	24 639 524 066
Supplier ACN (if applicable)	639 524 066
Address	832 High St Kew East VIC 3102

Statement of Work

C.A.1 Key Events and Dates

This Contract commences on the Contract Start Date and continues for the Contract Term unless:

- (a) it is terminated earlier; or
- (b) if a Contract Extension Option is set out in the table, the Customer exercises the Contract Extension Option, in which case this Contract will continue until the end of the extended time (unless it is terminated earlier).

Event	Date
Contract Start Date	01 July 2021
Contract Term	<p>This Contract will commence on the later of:</p> <ul style="list-style-type: none">(a) Contract Start Date; or(b) the date that the last party executes the Contract. <p>The Contract will expire on the later of:</p> <ul style="list-style-type: none">(a) 30 June 2022, unless extended by the Customer as set out immediately below; or(b) the day after the Supplier has done all that it is required to do under this Contract to the Customer's satisfaction.
Contract Extension Option	Any period or periods up to a maximum of six months.

C.A.2 Terms and Interpretation

This Contract is comprised of:

- (a) the Statement of Work;
- (b) Attachment A of the Statement of Work;
- (c) the Additional Contract Terms;
- (d) the Commonwealth Contract Terms; and
- (e) the Commonwealth Contracting Suite Glossary.

Note 1: The Commonwealth Contract Terms and Commonwealth Contracting Suite Glossary are specified at Annexure 1 below.

Note 2: See the Commonwealth Contract Terms for references to clauses C.C.1 to C.C.22 in this Contract.

Defined terms used in this Contract have the meaning set out in the Commonwealth Contracting Suite Glossary and clause C.B.15 of the Additional Contract Terms.

In this Contract, where a word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning.

C.A.3 The Requirement

This Contract is for the provision of the Services.

C.A.3 (a) Standards

No additional standards apply.

C.A.3 (b) Security requirements

No additional security requirements apply.

C.A.3 (c) Delivery and Acceptance

Note: Services (including deliverables) are subject to acceptance by the Customer in accordance with clause C.C.11 [Delivery and Acceptance] and this clause C.A.3 (c). Accordingly, this clause must be read in conjunction with clause C.C.11 [Delivery and Acceptance] of the Commonwealth Contract Terms.

Despite any other provision in this Contract, the Customer will not be taken to have accepted any particular Services or deliverable delivered by the Supplier until the Customer gives the Supplier a Notice stating that the Customer accepts those particular Services or deliverable.

If the Customer rejects any Services or deliverable(s) under clause C.C.11 [Delivery and Acceptance] during the "Acceptance Period" (as defined in clause C.C.11 [Delivery and Acceptance]), the Customer will issue a Notice in accordance with clause C.C.11 [Delivery and Acceptance] and will specify in the Notice a timeframe in which the Supplier is required to rectify deficiencies, at the Supplier's cost, so that the Services or deliverable(s) meet the requirements of the Contract. The Supplier must comply with any such requirement. Rectified Services or deliverable(s) are subject to acceptance under this clause C.A.3 (c) and clause C.C.11 [Delivery and Acceptance].

If the Supplier fails to rectify the relevant Services or deliverable(s) in the manner and within the timeframe for rectification specified by the Customer, the Customer may terminate the Contract in accordance with clause C.C.16 [Termination for Cause].

If the Customer has already made payment for the rejected Services or deliverable, the Supplier must refund any payments made in relation to the rejected Services or deliverable unless the relevant Services or deliverable are rectified and accepted by the Customer.

Supplier deliverables

The Supplier must carry out the Services, including providing the deliverables specified in sections 1.3 and 2.3 of Attachment A to the Statement of Work:

- a) in accordance with any representation or undertaking made by the Supplier in its proposal response to the request for proposal for this Contract, unless otherwise agreed with the Customer; and
- b) in a manner which addresses the priorities identified in the Local Jobs Plan or the relevant Equivalent Document.

Standard of Supplier deliverables

The document deliverables (including reports) must:

- a) be accurate and fit for their intended purpose in accordance with the Contract;
- b) comply with the applicable requirements in this Statement of Work;
- c) be the most current and up-to-date versions available;
- d) be in the English language;
- e) contain adequate definitions of all key terms, words and symbols;
- f) be prepared in a professional manner which meets or exceeds accepted industry practice; and

- g) not include disclaimers or caveats inconsistent with clause C.B.1 [*Intellectual Property Rights*].

Specific reporting requirements

- a) The Supplier must provide the Customer with:
 - a. a project plan by 05 July 2021;
 - b. first progress report by 01 October 2021;
 - c. second progress report by 01 February 2022;
 - d. third progress report by 15 April 2022; and
 - e. a final report by 17 June 2022,in such form as and on such matters as may be directed by the Customer.
- b) Without limiting the Supplier's obligations under paragraph a), the Supplier must provide the Customer with reports on request by the Customer during the Contract Term, in the timeframes requested by the Customer and in such form as and on such matters as may be directed by the Customer.
- c) To avoid doubt, and without limiting the Customer's rights under this Contract or at law, if the Supplier fails to provide a report required in this Statement of Work to the Customer within the timeframe specified, then the Customer may reduce or not pay any payments that would otherwise have been payable in respect of the Services under clause C.B.6.

C.A.3 (d) Information provided to the Customer

The Supplier must ensure that all information it provides to the Customer, in any form and by any means, is true, accurate and complete at the time of its provision to the Customer.

C.A.3 (e) Facilities and assistance provided by the Customer

Not applicable.

C.A.3 (f) Customer Material

Not applicable.

C.A.4 Contract Price

The Customer is not liable for separately reimbursing any expense to the Supplier in excess of the Contract Price or for any of the other contributions specified at section 2.4 of Attachment A of the Statement of Work.

C.A.4 (a) Payment Schedule

- a) Subject to the Supplier's satisfactory performance of the Services or other obligations under the Contract to the Customer's satisfaction, including meeting the Milestone Dates, the Customer will pay the Contract Price to the Supplier in the form of Milestone Payments.
- b) The Customer may pay Milestone Payments to the Supplier in arrears or in advance in consideration for the Supplier performing any Services or any other obligations under this Contract.

- c) If the Customer makes any payment to the Supplier in advance under clause C.A.4 (a) b) and the Supplier does not perform those Services or other obligations for any reason, then the payment made in advance to the Supplier by the Customer will become a debt due to the Customer, to which clause C.B.4 applies.

C.A.5 Contract Managers and Addresses for Notices

Contract Managers are responsible for issuing or accepting any written Notices under the Contract and are the contact points for general liaison.

C.A.5 (a) The Customer's Contract Manager:

The person occupying the position of: Contract Manager – WA State Office, Department of Education, Skills and Employment.

Currently: s 22 (1) ,
Postal address: 263 Adelaide Tce, Perth, WA 6000
Telephone: s 22 (1) ;
Mobile: s 22 (1) ;
Email address: s 47E (d)

C.A.5 (b) Address for Invoices:

Addressee name: s 22 (1) ;
Position title: Relationship Manager
Postal address: 263 Adelaide Tce, Perth, WA 6000
Email address: s 47E (d)

C.A.5 (c) The Supplier's Contract Manager:

Name: s 47F (1) ;
Position Title: CEO
Postal address: 832 High St, Kew East, VIC 3102
Physical address: 832 High St, Kew East, VIC 3102
Telephone: s 47F (1) ;
Mobile: s 47F (1) ;
Email address: s 47F (1)

Attachment A of the Statement of Work

1. Overview of the Local Jobs Program and the Local Jobs Program Activities

1.1 Overview of the Local Jobs Program

- (a) On 1 September 2020, the Australian Government, as part of the economic response to the COVID-19 pandemic, announced the Local Jobs Program in 25 Employment Regions.
- (b) The Local Jobs Program, through the key roles of Employment Facilitators, Taskforces, Employment Services Providers and the Local Recovery Fund, aims to place job seekers in appropriate employment or training opportunities as efficiently as possible as the labour market in each Employment Region recovers.
- (c) A core aim of the Local Jobs Program is to bring together key organisations involved in local economic development, social support organisations, representatives from the local Aboriginal and Torres Strait Islander community, local and state government and Employment Services Providers to work together in developing solutions to move as many job seekers as possible (back) into work quickly.
- (d) A Local Recovery Fund will be available in each Employment Region to support the delivery of LJP Activities for the purposes of rapidly filling gaps in training, upskilling and employment pathways required to meet local Employer needs. Participants will be referred by the Partnering Provider, as well as other Employment Services Providers or the Contact Centre (as applicable) to participate in LJP Activities.

1.2 Requirements for the LJP Activity

- (a) The Supplier must design and deliver an LJP Activity for the Employment Region specified in section 2.1 of this Attachment A that is a solution to local issues and provides:
 - (i) strong connections between local stakeholders, including Employment Services Providers, Employers and training organisations;
 - (ii) alignment between Australian Government, state government, local government and community driven skills and employment initiatives;
 - (iii) skills and employment initiatives that meet local needs and meet job seeker and Employer needs;
 - (iv) processes to help job seekers transition to obtain the skills needed in the relevant Employment Region;
 - (v) job seekers with opportunities to take advantage of current and upcoming local employment opportunities;

- (vi) improved awareness of local labour market needs during the recovery stage; and
 - (vii) the potential for improved employment outcomes.
- (b) The Supplier must collaborate and work proactively with:
 - (i) local stakeholders, including Employers and training organisations; and
 - (ii) relevant Employment Services Providers, including any Employment Services Provider as directed by the Customer,

to meet the needs of Participants and Employers in the Employment Region specified in section 2.1 of this Attachment A and to ensure the success of the LJP Activity and the Local Jobs Program.
- (c) The Supplier must ensure that the LJP Activity:
 - (i) addresses the employment and training priorities identified in the Local Jobs Plan or, if a Local Jobs Plan is not in place for the Employment Region specified in section 2.1 of this Attachment A, an Equivalent Document; and
 - (ii) identifies opportunities to better skill Participants to meet local Employer demand in the Employment Region specified in section 2.1 of this Attachment A.
- (d) If the Supplier provides, facilitates or coordinates access to an LJP Activity through face-to-face delivery, the Supplier must comply with the obligations set out in clause C.B.11.

1.3 Overview of the LJP Activity

- (a) The LJP Activity is called PowerUp (the PowerUp Program) and involves the delivery of Navigate Resilience Training (NRT), driving license support, and microfinancing education, including assistance to acquire a vehicle. The objective of the PowerUp Program is to provide Participants with long-term personalised transport solutions, to sustain employment outcomes.

The PowerUp Program will focus on placing 30 jobseekers from Youth, Indigenous and Culturally and Linguistically Diverse cohorts into employment.
- (b) The Supplier must, in addition to preparing and delivering those deliverables specified in section 2.3 of this Attachment A, undertake the following activities in order to deliver the LJP Activity:
 - (i) provide Participant-centred support services during the LJP Activity which include but not limited to:
 - A. supplier initiated weekly mentoring and tailored personalised support;
 - B. assisting Participants to overcome barriers in obtaining a provisional driver's license;

- C. supplier will provide driver licensing support for Participants from, obtaining learners permit through to provisional license;
 - D. supplier to arrange driving lessons and licencing testing, including the payment for associated costs;
 - E. transport assistance as required; and
 - F. brokering employment placements for Participants with suitable Employers;
 - G. assisting participants as required to progress applications for microfinancing process. This includes educating Participants about reputable vehicle purchasing and vehicle roadworthiness;
 - H. tailoring the delivery approach taking into account the language and cultural diversities of Participants.
- (ii) Facilitate stakeholder engagement and collaboration which includes but is not limited to:
- A. work with the Partnering Provider and other Employment Services Providers to:
 - 1) promote the LJP Activity, generate referrals of eligible Participants into the LJP Activity, and resolve issues and concerns that arise during LJP Activity delivery;
 - 2) coordinate access to the Employment Fund with referring Employment Services Providers to assist Participants during training or employment where required; and
 - 3) provide weekly updates on Participant progress to referring Employment Services Providers.
 - B. coordinate and conduct meetings with stakeholders to engage and support the delivery and outcomes of the LJP Activity at regular intervals as per below:
 - 1) monthly (or more frequently) with the Employment Facilitator, Employers and other stakeholders; and
 - 2) weekly (or more frequently) with Partnering Provider.
- (iii) Provide post placement support which includes but not limited to:

- A. weekly contact with all Participants and Employers to identify and address any issues with the job placement; and
- B. a weekly status report provided to referring Employment Services Providers

2. Specific requirements for the LJP Activity

2.1 Employment Region for the delivery of the LJP Activity

The Supplier must deliver the LJP Activity in the Perth South Employment Region.

2.2 Contract Price

The Contract Price is **\$135,000** (GST inclusive) as set out below:

Item Description	Total price GST exclusive	GST component	Total price GST inclusive
LJP Activity	\$122,727.27	\$12,272.73	\$135,000

2.3 Supplier deliverables

In performing the LJP Activity, the Supplier must prepare and deliver the deliverables specified in clause C.A.3 (c) and the table below. The deliverables are subject to review and acceptance by the Customer in accordance with clause C.A.3 (c).

No.	Description of deliverable(s)	Milestone Date	Milestone Payment amount (GST inclusive)
1.	<small>s 47G(1) (a)</small>	5 July 2021	\$27,000

No.	Description of deliverable(s)	Milestone Date	Milestone Payment amount (GST inclusive)
	s 47G(1) (a)		
2.		01 October 2021	a) \$12,500 b) \$550 per Participant (up to 30 Participants) capped at a total of \$16,500 (remaining balance can be claimed at milestone 3)
3.		01 February 2022	a) \$12,500

No.	Description of deliverable(s)	Milestone Date	Milestone Payment amount (GST inclusive)
	s 47G(1) (a)		b) \$550 per Participant (balance of 30 Participants) capped at a total of \$16,500 (remaining balance from milestone 2)
4.		15 April 2022	a) \$12,500 b) \$800 per Participant (up to 30 Participants) capped at \$24,000 c) \$550 per Participant (up to 30 Participants) capped at \$16,500

No.	Description of deliverable(s)	Milestone Date	Milestone Payment amount (GST inclusive)
	<div data-bbox="368 338 475 358" data-label="Text"> <p>s 47G(1) (a)</p> </div>		
5.		17 June 2022	\$13,500

Note: The 'deliverables' column in the above table should set out the deliverables (including key tasks and activities) to be performed by the Supplier in delivering the LJP Activity by a particular Milestone Date. Deliverables that are subject to the same Milestone Date/Milestone Payment should be grouped together.

2.4 Other contributions

- (a) The Supplier must provide, or ensure the provision of, the following funding for its LJP Activity from sources other than the Customer:

Other funding	Amount (GST inclusive)
Inspire Platform Pty Ltd	<small>s 47G(1) (a)</small>)
Employment Fund <ul style="list-style-type: none">• PPE• assistance with temporary transport support whilst obtaining licensing• driver's license support	Variable
Total other funding	<small>s 47G(1) (a)</small>)

- (b) The Supplier must provide, or ensure the provision of, the following in-kind contribution(s) for its LJP Activity:

In-kind contributions	Source of in-kind contributions
Microfinance service	Good Shepherd Microfinance

- (c) The Supplier must immediately Notify the Customer if the Supplier becomes aware that any of the other funding as specified in section 2.4(a) or any in-kind contributions as specified in section 2.4(b) becomes or will become unavailable.

2.5 Partnering Provider

- (a) The Partnering Provider for the LJP Activity is: atWork Australia Pty Ltd, (ABN 29 009 452 153).
- (b) The Supplier must:
- if it has not already done so, as soon as is practicable after the Contract Start Date, notify the Partnering Provider of the Customer's approval of the LJP Activity;
 - collaborate and work proactively with the Partnering Provider to meet the needs of Participants and Employers in the Employment Region specified in section 2.1 of this Attachment A, to ensure the success of the LJP Activity and the Local Jobs Program;
 - provide the Partnering Provider with Participant attendance information and information about any incidents arising from the LJP Activity, to enable the Partnering Provider to provide this information to any relevant Employment Services Provider; or the Customer; and

- (iv) ensure that the Partnering Provider undertakes a risk assessment of the work environment for the LJP Activity in accordance with clause C.B.14.
- (c) If the Customer considers that the delivery or the outcomes of a LJP Activity are or may be at risk, the Customer may, at its absolute discretion, designate any Employment Services Provider as a 'Partnering Provider' for the purposes of the Supplier's LJP Activity and direct the Supplier to work with any such Partnering Provider in accordance with section 2.5(b).

2.6 Specified Personnel

The Specified Personnel for the LJP Activity are:

Specified Personnel	Role
s 47F(1)	CEO
s 47F(1), Operations Manager	Management of all aspects of the project deliverables specifically licensing, coordination of training, employer mentoring requirements and microfinancing support.
s 47F(1) Project Liaison Lead	Oversight of the engagement of project partners with emphasis on employer support, s 22(1) and Employment Services Provider liaison.

2.7 Subcontractors

Not applicable.

Additional Contract Terms

C.B.1 Intellectual Property Rights

Contract Material

1. In this clause, '**Contract Material**' means any Material developed or created by the Supplier as part of performing the Services, or incorporated in, or supplied as part of, or for the purpose of, performing the Services.
2. The ownership of Intellectual Property Rights in the Contract Material vests in the Supplier on creation.
3. The Supplier grants the Customer a perpetual, fee free, non-exclusive, irrevocable, world-wide licence to use, reproduce, communicate, adapt and exploit the Intellectual Property Rights in the Contract Material for any purpose. The licence granted to the Customer under this clause includes a right to sub-licence those rights, including to the public under an open access licence.

4. The Supplier warrants that it is entitled to grant this licence; and that the provision of the Services and any Contract Material under this Contract, and its use by the Customer in accordance with this Contract, will not infringe any third party's Intellectual Property Rights or Moral Rights.

Customer Material

5. In this clause, '**Customer Material**' means any material provided by the Customer to the Supplier for the purposes of this Contract and any material that is copied or derived from the material so provided.
6. This Contract does not affect the ownership of the Intellectual Property Rights in any Customer Material.
7. The Customer grants the Supplier a licence to use, copy and reproduce Customer Material for the sole purpose of this Contract and in accordance with any conditions or restrictions Notified by the Customer to the Supplier. This licence is revocable on 14 calendar days' Notice by the Customer, and expires at the end of the Contract Term. The Supplier must not do anything that would prejudice the Customer's right title and interest in Customer Material.

Pre-Existing Intellectual Property Rights of the Supplier

8. This Contract does not affect the ownership of any pre-existing Intellectual Property Rights of the Supplier.

C.B.2 Confidential Information of the Supplier

Not applicable.

C.B.3 Interest on late payments

1. If the Customer and the Supplier both have the capability to deliver and receive electronic invoices through the Pan-European Public Procurement On-Line (PEPPOL) framework and have agreed to use electronic invoicing (e-Invoicing), the Customer will pay the amount of a Correctly Rendered Invoice to the Supplier within five calendar days after receiving it, or if this day is not a Business Day, on the next Business Day.
2. In all other circumstances, the Customer will pay the amount of a Correctly Rendered Invoice to the Supplier within 20 calendar days after receiving it, or if this day is not a Business Day, on the next Business Day.
3. If the Customer fails to make a payment to the Supplier by the Business Day it is due and the amount of interest payable under this clause exceeds \$100, the Customer will pay the unpaid amount plus interest on the unpaid amount.
4. Interest payable under this clause will be simple interest calculated in respect of each calendar day from the day after the amount was due and payable, up to and including the day that the Customer effects payment, calculated using the General Interest Charge Rate formula available at the Australian Taxation Office website.

C.B.4 Debts and offsetting

1. Any amount owed to the Customer, or deemed to be a debt to the Customer under this Contract, including any Interest, will, without prejudice to any other rights available to the Customer under this Contract or the law, be recoverable by the Customer, at its absolute discretion, as a debt due to the Commonwealth from the Supplier without further proof of the debt being necessary.
2. Unless otherwise agreed in writing by the Customer, the Supplier must pay to the Customer any debt due to the Commonwealth from the Supplier within 30 calendar days of receipt of a Notice from the Customer requiring payment.
3. Unless otherwise agreed in writing by the Customer, where any debt is owed to the Commonwealth under this Contract, Interest accrues on that debt if it is not repaid within 30 calendar days of receipt of a Notice from the Customer requiring payment, until the amount is paid in full.
4. Without limiting the Customer's rights under this Contract or the law, if the Supplier owes the Commonwealth any debt under this Contract, or under any other arrangement with the Customer or the Commonwealth, the Customer may offset or deduct an amount equal to that debt owed against any payments due to the Supplier under this Contract.
5. The Customer will Notify the Supplier if it exercises its rights under clause C.B.4.4 within 10 Business Days after having exercised those rights.
6. Notwithstanding any action taken by the Customer under clause C.B.4.4, the Supplier must continue to perform its obligations under this Contract, unless the Customer agrees otherwise in writing.

C.B.5 Performance monitoring

1. The Customer will monitor, measure and evaluate the Supplier's performance against the requirements of this Contract. The Customer may rely on data collected from any source, including, without limitation, feedback from Participants, Employers, Employment Services Providers and other stakeholders as applicable.
2. At such times as the Customer determines, the Customer may review the Supplier's performance, and subsequently provide feedback to the Supplier on the Customer's assessment of its performance. This may include agreeing actions that will be communicated in written form to the Supplier, outlining the nature of the concern(s), the expected remedial actions, acceptable target outcomes and the required time line for resolution.
3. The Supplier's failure to execute remedial actions in the agreed timeframe may result in the Customer taking action under clause C.B.6.
4. This clause does not in any way limit the rights of the Customer under this Contract or at law.

C.B.6 Performance and breach management

1. Without limiting any other rights available to the Customer under this Contract or at law, if the Supplier's performance of any of its obligations under this Contract is less than satisfactory to the Customer or is in breach of this Contract, the Customer may, at its absolute discretion and by providing Notice to the Supplier, immediately:
 - (a) require the Supplier to adjust, rectify or vary its approach in relation to the Services in the manner and within the timeframe specified by the Customer;
 - (b) reduce or not pay any payments that would otherwise have been payable in respect of a relevant obligation;
 - (c) reduce the total amount of any payments that would otherwise have been payable, permanently or temporarily;
 - (d) where the Customer has already made any payments under this Contract, recover, at the Customer's absolute discretion, but taking into account the extent and nature of the Supplier's unsatisfactory performance, some or all of the payments, as a debt; or
 - (e) impose additional financial or performance reporting requirements on the Supplier.
2. If the Customer takes any action under this clause C.B.6:
 - (a) in the case of clause C.B.6.1(a), the Supplier fails to adjust, rectify or vary its approach in relation to the Services in the manner and within the timeframe specified by the Customer, the Customer may terminate the Contract in accordance with clause C.C.16 [*Termination for Cause*];
 - (b) where relevant, this Contract is deemed to be varied accordingly; and
 - (c) the Supplier is not relieved of any of its obligations under this Contract.

C.B.7 Guidelines

1. The Supplier acknowledges and agrees that:
 - (a) the Customer may issue guidelines ('**Guidelines**');
 - (b) Guidelines form part of this Contract;
 - (c) the Supplier must perform all obligations in this Contract in accordance with any Guidelines; and
 - (d) Guidelines may be varied by the Customer at any time and at the Customer's absolute discretion.

C.B.8 Supplier conduct

2. The Supplier must, and must ensure that its personnel, at all times, acts in good faith towards the Customer, job seekers, Employers, Employment Services Providers and other stakeholders and in a manner that maintains the good reputation of the Services.
3. The Supplier must not engage in, and ensure its officers, employees, agents and subcontractors do not engage in, any practice that manipulates or impacts, as relevant, any aspect of the Services with the effect of improperly, as determined by the Customer, maximising payments to, or otherwise obtaining a benefit for, the Supplier or any other person or persons.
4. The Supplier must:
 - (a) liaise with and provide information to the Customer, or any other person nominated by the Customer, as requested by the Customer;
 - (b) immediately comply with all of the Customer's requests and directions; and
 - (c) immediately Notify the Customer of any matter or incident that could be damaging to the reputation of the Supplier or the Customer should it become publicly known.

C.B.9 Acknowledgement and promotion

1. The Supplier must:
 - (a) in all publications, and in all promotional, publicity and advertising Materials or activities of any type undertaken by, or on behalf of, the Supplier relating to the Services or this Contract:
 - (i) comply with any promotion and style guidelines issued by the Customer;
 - (ii) use badging and signage in accordance with any Guidelines; and
 - (iii) acknowledge the financial and other support the Supplier has received from the Customer, in the manner consistent with any Guidelines; and
 - (b) deliver to the Customer (at the Customer 's request and at the Supplier's own cost) copies of all promotional, publicity and advertising Materials that the Supplier has developed for the purposes of this Contract.
2. The Supplier must market and promote the Services, as required by the Customer, and deal with enquiries relating to the Supplier's provision of the Services, in accordance with any Guidelines.

C.B.9A The Customer's right to publicise and best practice

1. The Supplier acknowledges and agrees that the Customer may, by any means, publicise and report on the Local Jobs Program and on the awarding of this Contract to the Supplier, including the name of the Supplier, the amount of any payments paid to the Supplier, or expected to be paid to the Supplier, and a description of the Services.
2. The Supplier acknowledges and agrees that, where the Customer identifies best practice on the part of the Supplier, the Customer may disseminate advice of such best practice to any other person, including other Suppliers.

C.B.10 Insurance

1. The Supplier must, by the Contract Start Date and for the Contract Term (and in the case of professional indemnity insurance, for seven years following the expiry or termination of the Contract), maintain the following valid and enforceable insurance policies:
 - (a) public liability insurance of at least \$10 million in respect of each claim;
 - (b) workers' compensation as required by law; and
 - (c) professional indemnity insurance of at least \$5 million in respect of each claim.
2. Without limiting clause C.B.10.1, the Supplier must effect and maintain, or cause to be effected and maintained, any other insurance policies required to adequately cover the Supplier's business risk that a similar supplier, acting reasonably, would acquire, and any other insurance cover required by law.
3. The Supplier must not engage in any conduct that would render any of its insurance policies void and inoperable in respect of the Services.
4. The Supplier must, on request by the Customer, provide current relevant confirmation of insurance documentation from its insurance brokers certifying that it has insurance as required by this clause C.B.10.

C.B.11 COVID-19 safety

1. The Supplier may deliver the LJP Activity face-to-face provided that:
 - (a) face-to-face delivery is permitted by the relevant state or territory government;
 - (b) face-to-face delivery is in line with the advice provided by local health authorities; and
 - (c) face-to-face delivery is otherwise consistent with the LJP Activity being carried out in a safe manner and is appropriate for the relevant Participant, the Supplier's personnel and others from a work health and safety perspective. In this regard, the Supplier must:
 - (i) consult guidance and information published by Safe Work Australia and the relevant work health and safety regulator;

- (ii) have a COVID-safe plan, in accordance with the requirements specified by the relevant state or territory government, in place for each of the sites where face-to-face delivery will be provided; and
 - (iii) ensure that the face-to-face LJP Activity is delivered in accordance with the Supplier's relevant COVID-safe plan.
- 2. Where all of the requirements in clauses C.B.11.1(a) to C.B.11.1(c) above are not met or the Supplier otherwise decides not to deliver the LJP Activity face-to-face, the Customer agrees to the Supplier using alternative means to deliver the LJP Activity, including by phone, video and/or online.

Note 1: For more information on local COVID-19 advice, safe practices and workplace principles, please refer to www.australia.gov.au, www.safeworkaustralia.gov.au, and your relevant state or territory health authority information.

Note 2: Links to enforceable government health and emergency directions and COVID Safe plans is available at: <https://www.safeworkaustralia.gov.au/covid-19-information-workplaces/other-resources/covid-19-public-health-directions-and-covidsafe>.

C.B.12 Checks and reasonable care

- 1. If the LJP Activity involves close proximity with people who are elderly, disabled or otherwise vulnerable, or Children (excluding other Participants), the Supplier must work with each Participant's Employment Services Provider or the Contact Centre (as applicable) to ensure that relevant checks are conducted by the Employment Services Provider or the Contact Centre (as applicable) on the Participant, prior to the Participant commencing in the LJP Activity, in accordance with any Guidelines.
- 2. Before arranging for any of its officers, employees, agents or subcontractors to be involved in the Services, the Supplier must arrange and pay for all checks, and comply with any other conditions in relation to the person's involvement, as specified in:
 - (a) any relevant legislation, and in particular, any legislation relating to working with vulnerable people (such as people who are elderly, disabled or children) in effect in the jurisdiction(s) in which the Services are conducted; and
 - (b) any Guidelines.
- 3. The Supplier must not allow any of its officers, employees, agents or subcontractors to participate in the Services:
 - (a) if any relevant legislation or any Guidelines provide or mean that the person must not be allowed to be so involved; or
 - (b) if:
 - (i) a relevant check shows that they have been convicted of a crime and a reasonable person would consider that the conviction means that the person would pose a risk to other persons involved in the Services; or
 - (ii) there is otherwise a reasonably foreseeable risk that the person may cause loss or harm to any other person, unless the Supplier

has put in place reasonable measures to remove or substantially reduce that risk.

C.B.13 Child safety

1. Without limiting the Supplier's obligations under clause C.B.12, if any part of the Services involves the Supplier employing or engaging a person (whether as an officer, employee, contractor, or volunteer) that is required under any Working with Children Laws to have a Working With Children Check in order to undertake the Services or any part of the Services, the Supplier agrees:
 - (a) to comply with all applicable Working with Children Laws, in relation to the Services, including mandatory reporting and obtaining Working With Children Checks however described; and
 - (b) if requested, provide the Customer with, at the Supplier's cost, an annual statement of compliance with this clause C.B.13 in such form as may be specified by the Customer,
('Child Safety Obligations').
2. When Child Safety Obligations may be relevant to a subcontract, the Supplier must ensure that any subcontract entered into by the Supplier, for the purposes of fulfilling the Supplier's obligations under this Contract, imposes on the subcontractor the same Child Safety Obligations that the Supplier has under this Contract. Each subcontract must also require that the same Child Safety Obligations (where relevant) are included, by the subcontractor, in any secondary subcontracts.

C.B.14 Work health and safety

1. The Supplier acknowledges and agrees that prior to commencing the delivery of the LJP Activity, it must, in accordance with any Guidelines:
 - (a) ensure that the Partnering Provider undertakes a risk assessment of the work environment of the LJP Activity; and
 - (b) give the Partnering Provider all reasonable assistance in undertaking that risk assessment.
2. The Supplier must retain records of the risk assessment referred to in clause C.B.14.1 and any action taken in accordance with the risk assessment, and provide the relevant records to the Customer upon request.
3. Without limiting the Supplier's obligations under clause C.C.2(e), the Supplier must at all times:
 - (a) ensure that the LJP Activity is carried out in a safe manner;
 - (b) comply with any reasonable instruction from the Customer relating to work health and safety and any directions issued by any person having authority under the WHS Laws to do so;

- (c) communicate, consult and coordinate with the Customer in relation to health and safety matters arising from the Services (including meeting with the Customer as required by the Customer and communicating any issues or concerns, or any specific requirements applying to the Services under or arising from the WHS Laws, as soon as practicable);
 - (d) if the Supplier is required by the WHS Act to report a Notifiable Incident to the Regulator arising out of the Services:
 - (i) at the same time, or as soon as is possible in the circumstances, give Notice of such incident, and a copy of any written notice provided to the Regulator, to the Customer; and
 - (ii) provide to the Customer, within such time as the Customer specifies, a report detailing the circumstances of the incident, the results of investigations into its cause, and any recommendations or strategies for prevention in the future;
 - (e) within 24 hours of becoming aware of such circumstances, inform the Customer of the full details of:
 - (i) any suspected or actual contravention of the WHS Laws relating to the Services;
 - (ii) any workplace entry by a WHS Entry Permit Holder, or an inspector appointed under the WHS Act, to any place where the Services are being performed or undertaken; and
 - (iii) any proceedings against the Supplier, or any decision or request by the Regulator given to the Supplier, under the WHS Laws; and
 - (iv) any cessation or direction to cease work relating to the Services, due to unsafe work, immediately upon the Supplier being informed of any such cessation or direction; and
 - (f) provide the Customer with copies of all notices and correspondence issued to the Supplier by any person under the WHS Laws, within 24 hours of receiving any such notice or correspondence.
4. The Supplier must cooperate with any investigation undertaken by the Customer concerning any Notifiable Incident, or breach or alleged breach of the WHS Laws, or any audit of the Supplier's work health and safety performance, arising out of, or in respect of, the Services.

C.B.15 Glossary

1. The following definitions replace the definitions provided in the Commonwealth Contracting Suite (CCS) Glossary:
 - (a) **'Contract Price'** means the maximum price payable by the Customer to the Supplier for the performance of the Services as specified in section 2.2 of Attachment A to the Statement of Work, inclusive of GST and all taxes and charges.

- (b) **'Specified Personnel'** means the personnel specified at section 2.6 of Attachment A of the Statement of Work or such other personnel who are accepted by the Customer.
2. In addition to the definitions provided in the Commonwealth Contracting Suite (CCS) Glossary, in the Contract, a reference to:
- (a) **'Business Day'** means in relation to the doing of any action in a place, any day other than a Saturday, Sunday or public holiday in that place.
 - (b) **'Child'** means a person under the age of 18 years, and 'Children' has a corresponding meaning.
 - (c) **'Contact Centre'** means the service managed by the Customer to provide support to Participants.
 - (d) **'Contract Start Date'** means the date on which the Contract commences, as specified in clause C.A.1.
 - (e) **'Contract Term'** has the meaning given in clause C.A.1.
 - (f) **'Employer'** means an entity that has the legal capacity to enter into a contract of employment with a Participant.
 - (g) **'Employment Facilitator'** means:
 - (i) the person or persons specified in a contract for the Regional Employment Trials program, a structural adjustments contract or other contract entered into with the Customer to perform the role of the employment facilitator as described in the relevant contract; or
 - (ii) the person or persons specified in the Employment Facilitator and Support Services for the Local Jobs Program Deed 2020-2022, who is undertaking the role of the employment facilitator as described in that deed.
 - (h) **'Employment Region'** means a geographical area identified and displayed at the Labour Market Information Portal (lmip.gov.au) as varied by the Customer at the Customer's absolute discretion.
 - (i) **'Employment Services Provider'** means any entity contracted by the Commonwealth to provide Employment Services Provider Services under the jobactive Deed 2015-2022, New Employment Services Trial Deed 2019-2022, Transition to Work Deed 2016-2022 or ParentsNext Deed 2018-2021.
 - (j) **'Employment Services Provider Services'** means services of that name provided under the jobactive Deed 2015-2022, New Employment Services Trial Deed 2019-2022, Transition to Work Deed 2016-2022 or ParentsNext Deed 2018-2021.
 - (k) **'Equivalent Document'** means a document prepared by the Australian government, a state or local government, industry, or community support sector organisation which uses economic planning principles to inform the development of a framework for identifying priorities and enabling strategic

decision making in the regional labour market more broadly, which may focus on:

- (i) employment, higher education and/or skill development opportunities and drive significant improvements in labour market outcomes for a particular region; or
 - (ii) enabling both job seekers and businesses to adjust to changing occupational requirements, identify transferrable skills and engage with the vocational education and training sector.
- (l) **'Interest'** means interest calculated at a rate determined by the Customer that will be no higher than the 90 day bank-accepted bill rate (available from the Reserve Bank of Australia) less 10 basis points.
 - (m) **'LJP Activity'** means the activity to be delivered by the Supplier, as described in the Statement of Work.
 - (n) **'Local Jobs Plan'** means the plan which has been developed by the Employment Facilitator for the Employment Region specified in section 2.1 of Attachment A of the Statement of Work in conjunction with the Taskforce, which identifies the training and employment priorities for the Employment Region and which has been approved by the Customer.
 - (o) **'Local Jobs Program'** means the program established by the Australian Government to support the recovery of local economies through identified place-based strategies that can respond rapidly to an Employment Region's training and employment needs, and importantly, connect job seekers to local jobs.
 - (p) **'Local Recovery Fund'** means the program funding allocated to each Employment Region which will be used to directly support LJP Activities.
 - (q) **'Milestone Date'** means the date for completion of a deliverable as set out in section 2.3 of Attachment A of the Statement of Work.
 - (r) **'Milestone Payment'** means a payment of an amount as set out in section 2.3 of Attachment A of the Statement of Work.
 - (s) **'Notifiable Incident'** has the meaning given in the WHS Act.
 - (t) **'Participant'** means a person who is identified by the Customer or an Employment Services Provider as eligible to participate in the LJP Activity.
 - (u) **'Partnering Provider'** means the relevant Employment Services Provider that is the nominated partnering provider for the LJP Activity as set out in section 2.5 of Attachment A of the Statement of Work.
 - (v) **'Regional Employment Trials'** means the Commonwealth program of that name, administered by the Customer, designed to support local stakeholders to develop and implement tailored projects across selected disadvantaged regions.
 - (w) **'Regulator'** means the person who is the regulator within the meaning of the WHS Act.

- (x) **'Safe Work Australia'** means the Commonwealth statutory body of that name or such other agency as Notified by the Customer from time to time, and where the context so admits, includes its relevant officers, delegates, employees, contractors and agents.
 - (y) **'Services Australia'** means the Commonwealth department of that name or such other agency or department as Notified by the Customer from time to time, and where the context so admits, includes its relevant officers, delegates, employees, contractors and agents.
 - (z) **'Taskforce'** means the taskforce established to drive local employment related activities and to bring together key local stakeholders including Employers, Employment Services Providers, higher education and training organisations in the Employment Region specified in section 2.1 of Attachment A of the Statement of Work.
 - (aa) **'WHS Act'** means the *Work Health and Safety Act 2011* (Cth) and any 'corresponding WHS law' as defined in section 4 of the *Work Health and Safety Act 2011* (Cth).
 - (bb) **'WHS Entry Permit Holder'** has the same meaning as that given in the WHS Act.
 - (cc) **'WHS Laws'** means the WHS Act, WHS Regulations and all relevant state and territory work, health and safety legislation.
 - (dd) **'WHS Regulations'** means the regulations made under the WHS Act.
 - (ee) **'Working With Children Check'** means the process specified in, or pursuant to, relevant Working with Children Laws to screen a person for fitness to work with Children.
 - (ff) **'Working With Children Laws'** means the:
 - (i) *Child Protection (Working with Children) Act 2012* (NSW);
 - (ii) *Working with Children (Risk Management and Screening) Act 2000* (Qld);
 - (iii) *Working with Children (Criminal Record Checking) Act 2004* (WA);
 - (iv) *Working with Children Act 2005* (Vic);
 - (v) *Children's Protection Act 1993* (SA);
 - (vi) *Working with Vulnerable People (Background Checking) Act 2011* (ACT);
 - (vii) *Care and Protection of Children Act 2007* (NT);
 - (viii) *Registration to Work with Vulnerable People Act 2013* (Tas); and
 - (ix) any other legislation that provides for the checking and clearance of people who work with Children.
3. To avoid doubt, a reference to **'Services'** in this Contract includes the provision of the LJP Activity and the related deliverables and services as described in the Statement of Work.

C.B.16 References in Annexure 1 of the Contract to sections in the Statement of Work

1. For the purposes of Annexure 1 of the Contract, the following clause references apply:
 - (a) the references to 'Item C.A.6' in clause C.C.10 are each to be read as a reference to section 0 of Attachment A of the Statement of Work;
 - (b) the references to 'Item C.A.2(d)' in clause C.C.11 and C.C.15 are each to be read as a reference to clause C.A.3(c) of the Statement of Work; and
 - (c) the reference to 'Item C.A.5' in clause C.C.13 is to be read as a reference to section 2.6 of Attachment A of the Statement of Work.

Contract Signing Page

The parties agree that by signing this Commonwealth Contract – LJP Activity, they enter into a Contract comprising:

- (a) the Statement of Work;
- (b) Attachment A of the Statement of Work;
- (c) the Additional Contract Terms;
- (d) the Commonwealth Contract Terms; and
- (e) the Commonwealth Contracting Suite Glossary.

EXECUTED as an agreement

Signed for and on behalf of the
Commonwealth of Australia as
represented by Department of
Education, Skills and Employment
ABN 12 862 898 150 by its duly
authorised delegate:

s 22 (1)


Name of signatory


Signature

In the presence of:

s 22 (1)

Name of witness


Signature of witness

6/7/2021
Date

Please use the execution block that is relevant for your organisation and cross out the other execution blocks.

Signature block for a Corporations Act company where there are either two directors or a director and a secretary

Signed for and on behalf of
«Legal_Entity_Name and
ABN» in accordance with the
requirements of section
127(1) of the *Corporations
Act 2001* by:

Name of Director

Signature

and by

Name of Director/Secretary

Signature

Signature block for a Corporations Act company acting as a trustee where there are either two directors or a director and a secretary:

Signed by
«Legal_Entity_Name and
ABN» in its personal capacity
as trustee for «Name of trust
and ABN» in accordance with
the requirements of section
127(1) of the *Corporations
Act 2001* by:

Name of Director

Signature

and by

Name of Director/Secretary

Signature

Signature block for a sole director Corporations Act company:

Signed for and on behalf of
Inspire Platform Pty Ltd (ABN
24 639 524 066) in
accordance with the
requirements of section
127(1) of the *Corporations*
Act 2001 by:

S 47F(1)

Name of Sole Director and
Secretary

S 47F(1)

Signature block for a sole director Corporations Act company acting as a trustee:

Signed by
«Legal_Entity_Name and
ABN» in its personal capacity
as trustee for «Name of trust
and ABN» in accordance
with the requirements of
section 127(1) of the
Corporations Act 2001 by:

Name of Sole Director and
Secretary

Signature

Signature block for an incorporated association:

Signed for and on behalf of
«Legal_Entity_Name and
ABN» by:

Name of Committee member

Signature

In the presence of:

Name of witness

Signature of witness

and by

Name of Committee
member

Signature

In the presence of:

Name of witness

Signature of witness

Signature block for an incorporated association acting as a trustee:

Signed by
«Legal_Entity_Name and
ABN» in its personal capacity
as trustee for «Name of trust
and ABN» by:

Name of Committee member

Signature

In the presence of:

Name of witness

Signature of witness

and by

Name of Committee
member

Signature

In the presence of:

Name of witness

Signature of witness

Signature block for other incorporated entities (including incorporated associations which are incorporated under a State Act and incorporated charitable institutions):

Signed for and on behalf of
«Legal_Entity_Name and ABN» by:

)
)
)

Name of authorised officer

Signature

who by signing warrants that he/she
has authority to bind
«Legal_Entity_Name and ABN»

In the presence of:

Name of witness (print)

Signature of witness

Signature block for an Aboriginal and Torres Strait Islander Corporation where a common seal is not used and there are two directors or a director and a secretary:

Signed for and on behalf of)
«Legal_Entity_Name and)
ABN» in accordance with the)
requirements of section)
99-5(1) of the *Corporations*
(*Aboriginal and Torres Strait*
Islander) *Act 2006* by:

Name of Director

Signature

and by

Name of Director/Secretary

Signature

Signature block for an Aboriginal and Torres Strait Islander Corporation where a common seal is not used and the corporation has only one director:

Signed for and on behalf of)
«Legal_Entity_Name and)
ABN» in accordance with the)
requirements of section)
99-5(1) of the *Corporations*
(*Aboriginal and Torres Strait*
Islander) *Act 2006* by:

Name of Sole Director and
Secretary

Signature

Annexure 1: Commonwealth Contract Terms and Commonwealth Contracting Suite Glossary

Commonwealth Contract Terms

C.C.1 Background:

The Customer requires the provision of certain Goods and/or Services. The Supplier has fully informed itself on all aspects of the Customer's requirements and has responded representing that it is able to meet the Statement of Requirement.

Some terms used in these *Commonwealth Contract Terms* have been given a special meaning. Their meanings are set out either in the *Commonwealth Contracting Suite Glossary* or in the relevant *Commonwealth Contract*.

C.C.2 Relationship of the Parties:

Neither party is the employee, agent, officer or partner of the other party nor, by virtue of this Contract, authorised to bind or represent the other party.

The Supplier must ensure that its officers, employees, agents or Subcontractors do not represent themselves as being an officer, employee, partner or agent of the Customer.

In all dealings related to the Contract, the parties agree to:

- (a) communicate openly with each other and cooperate in achieving the contractual objectives; and
- (b) act honestly and ethically; and
- (c) comply with reasonable commercial standards of fair conduct; and
- (d) consult, cooperate and coordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health and safety of workers and workplaces; and
- (e) comply with all reasonable directions and procedures relating to work health and safety, record keeping and security in operation at each other's premises or facilities whether specifically informed or as might reasonably be inferred from the circumstances.

C.C.3 Conflict of Interest:

The Supplier has either declared any real or perceived conflicts of interest that might arise, or states that no conflicts of interest exist, or are anticipated, relevant to the performance of its obligations under the Contract.

If any conflict or potential conflict arises during the Contract Term, the Supplier will immediately notify the Customer and comply with any reasonable Notice given to the Supplier by the Customer in relation to the conflict. As soon as practicable, any verbal advice must be followed by written confirmation.

C.C.4 Precedence of Documents:

The Contract is comprised of:

- (a) *Additional Contract Terms* (if any);
- (b) *Statement of Work*;
- (c) *Commonwealth Contract Terms*;
- (d) *Commonwealth Contracting Suite Glossary*; and
- (e) *Contract Annex 1 – Supplementary information* (if any).

unless otherwise agreed in writing between the parties.

If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence.

The Contract may be signed and dated by the parties on separate, but identical, copies. All signed copies constitute one (1) Contract.

C.C.5 Governing Law:

The laws of the Australian Capital Territory apply to the Contract.

C.C.6 Entire Agreement:

The Contract represents the Parties' entire agreement in relation to the subject matter, at the time this Contract was entered.

Anything that occurred before the making of this Contract shall be disregarded (unless incorporated into the Contract in writing). However, the Supplier represents that the claims made in its Response to the ATM were correct when made and remain correct.

The Parties agree that no agreement or understanding varying or extending the Contract will be legally binding upon either Party unless in writing and agreed by both Parties.

If either Party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay will not prejudice those rights.

C.C.7 Survival:

All Additional Contract Terms (if any), plus Clauses C.C.14 [*Liability of the Supplier*], C.C.17 [*Supplier Payments*], C.C.20 [*Transition Out*], C.C.22 [*Compliance with Commonwealth Laws and Policies*], C.C.22(A) [*Access to Supplier's Premises and Records*], C.C.22(F) [*Fraud*] survive termination or expiry of the Contract.

C.C.8 Notices:

A Notice is deemed to be effected:

- (a) if delivered by hand - upon delivery to the relevant address;
- (b) if sent by registered post - upon delivery to the relevant address; or
- (c) if transmitted electronically - upon actual delivery as evidenced by an acknowledgement of receipt from the recipient's system by any means (including by means of delivery receipt)

A Notice received after 5.00 pm, or on a day that is not a working day in the place of receipt, is deemed to be effected on the next working day in that place.

C.C.9 Assignment:

The Supplier may not assign any rights under the Contract without the Customer's written consent. To seek consent, the Supplier must provide the Customer with a Notice, which includes full details of the proposed assignee and the rights the Supplier proposes to assign.

To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty-eight (28) calendar days of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

C.C.10 Subcontracting:

Subcontracting any part of, or the entire Supplier's obligations under the Contract, will not relieve the Supplier from any of its obligations under the Contract.

The Supplier must ensure that Subcontractors specified in Item C.A.6 [*Subcontractors*] (if any) perform that part of the Services Specified in that item. Unless otherwise agreed by the Customer (in writing) the Supplier must not subcontract any part of its obligations under the Contract other than to Subcontractors named in Item C.A.6. The Supplier must ensure that specified Subcontractors (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.

At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly remove from involvement in the Contract any Subcontractor that the Customer reasonably considers should be removed.

Commonwealth Contract Terms

The Supplier must make available to the Customer the details of all Subcontractors engaged to provide the Goods and/or Services under the Contract. The Supplier acknowledges that the Customer may be required to publicly disclose such information.

The Supplier must ensure that any subcontract entered into by the Supplier, for the purpose of fulfilling the Supplier's obligations under the Contract, imposes on the Subcontractor the same obligations that the Supplier has under the Contract (including this requirement in relation to subcontracts).

C.C.11 Delivery and Acceptance:

The Supplier must provide the Goods and/or Services as specified in the *Statement of Work* and meet any requirements and standard specified in the *Statement of Work*.

The Supplier must promptly notify the Customer if the Supplier becomes aware that it will be unable to provide all or part of the Goods and/or Services specified in the *Statement of Work* and advise the Customer when it will be able to so.

Any Goods must be delivered free from any security interest. Unless otherwise stated in the Contract, Goods must be new and unused. Any Services must be provided to the higher of the standard that would be expected of an experienced, professional supplier of similar services and any standard specified in the *Statement of Work*.

The Customer may reject the Goods and/or Services within fourteen (14) calendar days after delivery or such longer period specified in the Contract at Item C.A.2(d) (*Delivery and Acceptance*), if the Goods and/or Services do not comply with the requirements of the Contract ("Acceptance Period").

If during the Acceptance Period circumstances outside the Customer's reasonable control cause a delay in the Customer's evaluation of the compliance of the Goods and/or Services with the Contract, the Customer may give the Supplier a Notice before the end of the original Acceptance Period, setting out the reason for the delay and the revised Acceptance Period date (which must be reasonable having regard to the circumstances causing the delay).

If the Customer does not notify the Supplier of rejection within the Acceptance Period (as extended if applicable), the Customer will be taken to have accepted the Goods and/or Services, though the Customer may accept the Goods and/or Services sooner. Title to Goods transfers to the Customer only on acceptance.

If the Customer rejects the Goods and/or Services, the Customer must issue a Notice clearly stating the reason for rejection and the remedy the Customer requires. No payment will be due for rejected Goods and/or Services until their acceptance.

C.C.12 Licences Approvals and Warranties:

At no cost to the Customer, the Supplier must obtain and maintain all Intellectual Property Rights, licences or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.

The Supplier must provide the Customer with all relevant third Party warranties in respect of Goods. If the Supplier is a manufacturer, the Supplier must provide the Customer with all standard manufacturer's warranties in respect of the Goods it has manufactured and supplied.

To the extent permitted by laws and for the benefit of the Customer, the Supplier consents, and must use its best endeavours to ensure that each author of Material consents in writing, to the use by the Customer of the Material, even if the use may otherwise be an infringement of their Intellectual Property Rights and/or Moral Rights.

C.C.13 Specified Personnel:

The Supplier must ensure that the Specified Personnel set out in Item C.A.5 (*Specified Personnel*) (if any) perform the part of the Services specified in that item. The Supplier must ensure that Specified Personnel (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.

At the Customer's reasonable request, the Supplier, at no additional cost to the Customer, must as soon as reasonably practicable replace any Specified Personnel that the Customer reasonably considers:

- (a) is not performing the Supplier's obligations under the Contract to the standard or within the timeframe reasonably required by the Customer;
- (b) is not a fit and proper person; or
- (c) is not suitably qualified to perform the Services.

Any Specified Personnel must be replaced with personnel that are acceptable to the Customer.

C.C.14 Liability of the Supplier:

The Supplier will indemnify the Customer and its officials against any claim, loss or damage arising in connection with any negligent or wilful breach of the Supplier's obligations or representations under the Contract.

The Supplier's obligation to indemnify the Customer and its officials will reduce proportionally to the extent that any act or omission, on the part of the Customer or its officials contributed to the claim, loss or damage.

The Supplier's liability under this clause shall not exceed the maximum applicable amount that applies to the claim loss or damage under a scheme operating under Schedule 4 of the *Civil Law (Wrongs) Act 2002* (ACT), or any corresponding State, Territory or Commonwealth legislation, that limits the civil liability of members of particular professions arising from the performance of their professional services, where the Supplier is a member of that scheme, and where that scheme applies to the Goods and/or Services delivered under the Contract.

The Supplier will maintain adequate insurances for the Contract and provide the Customer with proof when reasonably requested.

C.C.15 Termination or Reduction for Convenience:

In addition to any other rights either party has under the Contract,

- (a) the Customer acting in good faith, may at any time, or
- (b) the Supplier, acting in good faith, may notify that it wishes to, terminate the Contract or reduce the scope or quantity of the Goods and/or Services by providing a Notice to the other Party.

If the Supplier issues a Notice under this clause, the Supplier must comply with any reasonable directions given by the Customer. The Contract will terminate, or the scope will be reduced in accordance with the Notice, when the Supplier has complied with all of those directions.

If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in accordance with the Notice and comply with any reasonable directions given by the Customer.

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In either case, the Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions). The Customer will pay the Supplier for Goods and/or Services accepted in accordance with clause C.C.11 [Delivery and Acceptance] and item C.A.2(d) [Delivery and Acceptance] before the effective date of termination or reduction.

If the Customer issues a Notice under this clause, the Customer will also pay the Supplier for any reasonable costs the Supplier incurs that are directly attributable to the termination or reduction, provided the Supplier substantiates these costs to the satisfaction of the Customer.

Under no circumstances will the total of all payments to the Supplier exceed the Contract Price. The Supplier will not be entitled to loss of anticipated profit for any part of the Contract not performed.

C.C.16 Termination for Cause:

The Customer may issue a Notice to immediately terminate or reduce the scope of the Contract if:

- (a) the Supplier does not deliver the Goods and/or Services as specified in the Contract, or notifies the Customer that the Supplier will be unable to deliver the Goods and/or Services as specified in the Contract;
- (b) the Customer rejects the Goods and/or Services in accordance with clause C.C.11 [Delivery and Acceptance] and the Goods and/or Services are not remedied as required by the Notice of rejection;
- (c) the Supplier breaches a material term of the Contract and the breach is not capable of remedy;
- (d) the Supplier does not remediate a material breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier; or
- (e) subject to the Customer complying with any requirements in the Corporations Act 2001 (Cth), the Supplier:
 - (i) is unable to pay all its debts when they become due;
 - (ii) if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the Corporations Act 2001 (Cth); or
 - (iii) if an individual – becomes bankrupt or enters into an arrangement under Part IX or Part X of the Bankruptcy Act 1966 (Cth).

Termination of the Contract under this clause does not change the Customer's obligation to pay any Correctly Rendered Invoice.

C.C.17 Supplier Payments:

If the Supplier is required to submit an invoice to trigger payment, the invoice must be a Correctly Rendered Invoice.

The Supplier must promptly provide to the Customer such supporting documentation and other evidence reasonably required by the Customer to substantiate performance of the Contract by the Supplier.

Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.

If the Supplier owes any amount to the Customer in connection with the Contract, the Customer may offset that amount, or part of it, against its obligation to pay any Correctly Rendered Invoice.

C.C.18 Dispute Resolution:

For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (a) to (d) of this clause sequentially.

- (a) both Contract Managers will try to settle the dispute by direct negotiation;
- (b) if unresolved, the Contract Manager claiming that there is a dispute will give the other Contract Manager a Notice setting out details of the dispute and proposing a solution;
- (c) if the proposed solution is not accepted by the other Contract Manager within five (5) business days, each Contract Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These representatives will try to settle the dispute by direct negotiation;
- (d) failing settlement within a further ten (10) business days, the Customer will, without delay, refer the dispute to an appropriately qualified mediator selected by the Customer or, at the Customer's discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within fifteen (15) business days of the request.

Representatives for the Supplier and the Customer must attend the mediation. The nominated representatives must have the authority to bind the relevant party and act in good faith to genuinely attempt to resolve the dispute.

The Customer and the Supplier will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.

If the dispute is not resolved within thirty (30) business days after mediation commences, either the Supplier or the Customer may commence legal proceedings.

Despite the existence of a dispute, the Supplier will (unless requested in writing by the Customer not to do so) continue their performance under the Contract.

This procedure for dispute resolution does not apply to action relating to clause C.C.16 [Termination for Cause] or to legal proceedings for urgent interlocutory relief.

C.C.19 Transition In:

The Supplier must perform all tasks reasonably required to facilitate the smooth transition of the provision of the Goods and/or Services from any outgoing supplier to the Supplier.

C.C.20 Transition Out:

If the Contract expires or is terminated under clause C.C.16 [Termination for Cause] the Supplier must comply with any reasonable directions given by the Customer in order to facilitate the smooth transition of the provision of the Goods and/or Services to the Customer or to another supplier nominated by the Customer.

C.C.21 Compliance with Laws:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with the laws from time to time in force in any jurisdiction in which any part of the Contract is performed.

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C.C.22 Compliance with Commonwealth Laws and Policies:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with all Commonwealth laws and policies relevant to the Goods and/or Services and must provide such reports and other information regarding compliance as reasonably requested by the Customer or as otherwise required by a relevant law or policy.

If the Supplier becomes aware of any actual or suspected breach of the requirements set out in clauses A to G below, it must:

- (a) immediately report it to the Customer and provide a written report on the matter within five (5) business days; and
- (b) comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.

A. Access to Supplier's Premises and Records: The Supplier must maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.

The Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's, or its Subcontractor's premises, personnel, documents and other records, and all assistance reasonably requested, for any purpose associated with the Contract or any review of the Supplier's or the Customer's performance under the Contract, including (but not limited to) in connection with a request made under the *Freedom of Information Act 1982* (Cth) or audit or review by the Australian National Audit Office. Unless the access is required for the purpose of a criminal investigation into the Supplier, its employees or subcontractors, the Customer will reimburse the Supplier's substantiated reasonable cost for complying with the Customer's request.

The Supplier must not transfer, or permit the transfer of, custody or ownership, or allow the destruction, of any Commonwealth record (as defined in the *Archives Act 1983* (Cth)) without the prior written consent of the Customer. All Commonwealth records, including any held by Subcontractors, must be returned to the Customer at the conclusion of the Contract.

B. Privacy Act 1988 (Cth) Requirements: In providing the Goods and/or Services, the Supplier agrees to comply, and to ensure that its officers, employees, agents and subcontractors comply with the *Privacy Act 1988* (Cth) and not to do anything, which if done by the Customer would breach an Australian Privacy Principle as defined in that Act.

C. Confidential Information: Other than information available in the public domain, the Supplier agrees not to disclose to any person, other than the Customer, any confidential information relating to the Contract or the Goods and/or Services, without prior written approval from the Customer. This obligation will not be breached where the Supplier is required by law or a stock exchange to disclose the relevant information or where the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation).

The Customer may at any time require the Supplier to arrange for its employees, agents or subcontractors to give a written undertaking relating to nondisclosure of the Customer's confidential information in a form acceptable to the Customer.

The Customer will keep any information in connection with the Contract confidential to the extent it has agreed in writing to keep such specified information confidential. The Customer will not be in breach of any confidentiality agreement if the Customer is required to disclose the information by law, a Minister or a House or Committee of Parliament.

D. Security and Safety: When accessing any Commonwealth place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Customer or of which the Supplier is, or should reasonably be aware. The Supplier must ensure that its officers, employees, agents and subcontractors are aware of, and comply with, such security and safety requirements.

The Supplier must ensure that all information, material and property provided by the Customer for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and is returned as directed by the Customer.

The Supplier acknowledges that unauthorised disclosure of security-classified information is an offence. Legislation (including, but not limited to, the *Criminal Code Act 1995* (Cth)) contains provisions relating to the protection of certain information and sets out the penalties for the unauthorised disclosure of that information.

E. Criminal Code: The Supplier acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995* (Cth). The Supplier must ensure that any subcontractor engaged in connection with the Contract is aware of the information contained in this clause.

F. Fraud: For the purposes of this clause, Fraud means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means.

The Supplier must take all reasonable steps to prevent and detect Fraud in relation to the performance of this Contract. The Supplier acknowledges the occurrence of Fraud will constitute a breach of this Contract.

If an investigation finds that the Supplier or its employees have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud by an employee or subcontractor, the Supplier must reimburse or compensate the Customer in full.

G. Taxation: The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.



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Commonwealth Contracting Suite (CCS) Glossary

In the Commonwealth Contracting Suite:

A reference to:

- a) a clause in the form A.A.[x] – is a reference to a clause of the **Approach to Market**;
- b) a clause in the form A.B.[x] – is a reference to a clause of the **Commonwealth ATM Terms**;
- c) an item in the form C.A.[x] – is a reference to an item in the **Statement of Work**;
- d) a clause in the form C.B.[x] – is a reference to a clause in the **Additional Contract Terms**;
- e) a clause in the form C.C.[x] – is a reference to a clause of the **Commonwealth Contract Terms** or the **Commonwealth Purchase Order Terms**, as the case may be.

"Additional Contract Terms" means the terms and conditions set out in the section of the Contract with the heading 'Additional Contract Terms'.

"Approach to Market or ATM" means the notice inviting potential suppliers to participate in the procurement.

"Closing Time" means the closing time specified in clause A.A.1 [*Key Events and Dates*].

"Contract" means the documentation specified in clause C.C.4 [*Precedence of Documents*].

"Contract Extension Option" means an option of a Customer to extend the term of a Contract for one or more additional time periods.

"Contract Manager" means the contract manager for the Customer and/or Supplier (as relevant) specified in the Contract.

"Contract Price" means the total contract price specified in the Contract, including any GST component payable, but does not include any simple interest payable on late payments.

"Correctly Rendered Invoice" means an invoice that:

- a) is correctly addressed and calculated in accordance with the Contract;
- b) relates only to Goods and/or Services that have been accepted by the Customer in accordance with the Contract;
- c) includes any purchase order number, and the name and phone number of the Customer's Contract Manager;
- d) is for an amount which, together with all previously Correctly Rendered Invoices, does not exceed the Contract Price; and
- e) is a valid tax invoice in accordance with the GST Act.

"Customer" means a party specified in a Contract as a Customer.

"Delivery and Acceptance" means the process by which Goods and/or Services are delivered to a Customer and accepted by the Customer as meeting the terms specified in the Contract.

"General Interest Charge Rate" means the general interest charge rate determined under section 8AAD of the *Taxation Administration Act 1953* on the day payment is due, expressed as a decimal rate per day.

"Goods and/or Services" means:

- a) the Goods, Services, or Goods and Services and any Material specified in the Contract; and
- b) all such incidental Goods and Services that are reasonably required to achieve the purposes of the Customer as specified in the Contract.

"GST Act" means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

"GST" means a Commonwealth goods and services tax imposed by the GST Act.

"Intellectual Property Rights" means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are registered or capable of being registered.

Commonwealth Contracting Suite (CCS) Glossary

"Material" means any material brought into existence as a part of, or for the purpose of producing the Goods and/or Services, and includes but is not limited to documents, equipment, information or data stored by any means.

"Moral Rights" means the rights in *Part IX of the Copyright Act 1968 (Cth)*, including the right of attribution, the right against false attribution and the right of integrity.

"Notice" means an official notice or communication under the Contract in writing, from one Contract Manager and delivered to the other Contract Manager, at the postal address, or email address, or facsimile number set out in the Contract or as notified from time to time.

"Requirement" means the description of the Goods and Services described in:

- a) for the purposes of the Commonwealth ATM Terms the section of the Approach to Market with the heading 'Requirement';
- b) for the purposes of the Commonwealth Contract Terms the section of the Statement of Work with the heading 'Requirement';
- c) for the purposes of the Commonwealth Purchase Order Terms the document setting out the Goods and/or Services.

"Specified Personnel" means the personnel specified in the Contract or such other personnel who are accepted by the Customer in accordance with clause C.C.13 [*Specified Personnel*].

"Statement of Requirement" means the section of the Approach to Market with the heading 'Statement of Requirement'.

"Statement of Work" means the section of the Contract, as the case may be, with the heading 'Statement of Work'.

"Supplier" means a party specified in a Contract as a Supplier.