Schedule 6 Order Template

Note to Service Provider:

This **Schedule 6 (Order Template)** provides an Order Template for the provision of Services to an Entity, as detailed in clause 11.3 of the Head Agreement. It is intended that the Order Template will be provided as a smart form. The intent of this template and any smart form is to achieve a high level of standardisation and consistency in Entity Orders to provide efficiencies to Entities and Service Providers. This Order template may be amended by Finance on written notice to the Service Provider.

This Order is issued under clause 11.3 of the Head Agreement.

Item	Order for Services						
	Service Provid	Service Provider's Details					
1.	Service Provider's	Service Provider's Name					
	Service Provider's	Address					
	Service Provider's	ABN or ACN					
	Sent via: [email]: [Service Provider's email address]					
	Service Provider's	Representative:					
	Name: [/	Name: [Insert contact name]					
	Position	Position: [Insert title]					
	Address	Address: [Insert address, including postcode]					
	Email: [Insert email address]						
	Contact	number: [Insert contact number, including area code]					
	Mobile: [Insert mobile number]						
	Entity's Details						
2.	Entity	[Insert Entity name]					
3.	Entity ABN	[Insert Entity ABN]					

Item	Order for Services			
4.	Order Number	[Insert Entity's reference number for this Order for Services]		
5.		Name: [Insert contact name]		
		Position: [Insert title]		
	Entity Representative	Address: [Insert address, including postcode]		
	Representative	Email: [Insert email address]		
		Contact number: [Insert contact number, including area code]		
		Mobile: [Insert mobile number]		
6.	Cost Centre	[Insert Entity cost centre for Panel Administration Fee Recovery]		
7.	UNSPC Category – AusTender Reporting	[Entity to use this Category when reporting contracts valued over \$10K to AusTender]		
	Order Details			
8.	Order Commencement Date	[Insert date the Order commences]		
9.	Order Term	The Order expires on <i>[insert date]</i> (Initial Term).		
10.	Options to extend	The Entity may in its sole discretion extend the Initial Term of this Order for a further period or periods, up to 12 months, on the same terms and conditions of this Order, by giving written notice to the Service Provider, prior to end of the Initial Term of this Order (Extension Period/s).		
11.	Transition Out Period and requirement for transition out plan (clause 17 of Schedule 2 (Labour Hire Services))	[If a Transition Out Period is required, insert it here – i.e. where continuity/handover is required – see clause 17 of Schedule 2 (Labour Hire Services) for more details of Transition Out Period requirements. Also insert here any requirement for a transition out plan. Where there is a need to specify privacy obligations in any transition out plan, that requirement should be set out here]		
	Engagement Ty	уре		
12.		[APS Equivalent]		
	Discoment	[Job Family]		
	Placement Services	[Fee, GST exclusive]		
		[Fee, GST inclusive] [Security Clearance Requirements]		
13.		[APS Equivalent]		
		[Job Family]		
	Introduction Services	[Fee amount GST exclusive]		
		[Fee total GST inclusive]		
		[Security Clearance Requirements]		

Item	Order for Services					
14.	Labour Hire Worker Fees – calculation of Contract Price		[Duplicate table per Labour Hire Worker required, delete table if Labour Hire Workers are not being engaged under this Order]			
		Entity to complete				
		14.1	APS equivalent classification	[APS XX / EL X / SES X]		
				Note: Only include an APS equivalent classification for which there is a Fee specified in Schedule 3 (Pricing) to the Head Agreement. Where an APS equivalent classification is listed as "N/A", that Service Provider is not approved to provide Labour Hire Workers at that APS equivalent classification		
		14.2	Referred or Non-Referred Labour Hire Worker	[Insert Referred or Non-Referred]		
				[If Referred insert:		
				Name of Referred Labour Hire Worker		
				Agreed Base Salary to be paid to Labour Hire Worker]		
		14.3	Pay scales	[Insert entity pay scales for the APS equivalent]		
		14.4	Service Category/ies	[Insert the relevant Service Category/ies that the services relate to]		
		14.5	Job Family/ies	[Insert the relevant Job Family that the services relate to]		
		14.6	Job Role/s	[Insert the relevant Job Role in accordance with the APSC Job Family Framework that the services relate to]		
		14.7	Security Clearance Requirements (clause 4.1 of Schedule 2 (Labour Hire Services))	[Include requirements for security clearance in accordance with clause 4.1 of Schedule 2 (Labour Hire Services) or if no security clearance is required, insert 'No security clearance required']		
		14.8	Number of hours per week	[Insert number of working hours per week]		
		14.9	Number of weeks required	[Insert number of weeks that the Labour Hire Worker will be required for]		
			Service Provider to complete			
		14.10	Hourly amount paid to Labour Hire Worker	[\$ per hour]		
			(before tax, excluding compulsory superannuation contribution)			
		14.11	Casual Loading (if applicable)	[\$ per hour]		
		14.12	Agreed Base Salary – subtotal	[\$ per hour]		
		14.13	Workers compensation insurance	[\$ per hour]		

Item			Order for Services	2
		14.14	Payroll tax	[\$ per hour]
		14.15	Other statutory charges (specify what these are, if any)	[\$ per hour]
		14.16	Compulsory superannuation contribution	[\$ per hour]
		14.17	Employment Oncosts – subtotal	[\$ per hour]
		14.18	Agreed Hourly Rate (Agreed Base Salary plus Employment Oncosts) – subtotal	[\$ per hour]
		14.19	Gross Profit Margin (Fixed price fee, exclusive of GST, based on Referred or Non-Referred Gross Profit Margin as applicable for the relevant Labour Hire Worker)	[To be completed as per Head Agreement Schedule 3 (Pricing)] [\$ per hour]
			[This must be expressed in this row as a GST exclusive amount]	
		14.20	Contract Price (hourly amount, exclusive GST)	[\$ per hour]
			Note that for any Hours Worked that are included as a result of the relevant Labour Hire Worker taking paid family and domestic violence leave in accordance with the Fair Work Act 2009 (Cth), no Gross Profit Margin is included in the Contract Price	
		14.21	GST	[\$ per hour]
		14.22	Contract Price (hourly amount, inclusive GST)	[\$ per hour]
		14.23	Other employment costs (by negotiation specified as a fixed price, inclusive of GST)	[\$]
15.	Bulk Engagements		here if the Entity is engaging services on nedule 2 (Labour Hire Services), in which	an 'express' basis in accordance with claus h case set out:
	(clause 6 of Schedule 2 (a) (Labour Hire Services)) (b)	(a) the number and location of Labour Hire Workers to be provided; and		Workers to be provided; and
		(b)	(b) the mandatory pre-engagement checks and clearances that are required for those Labour Hire Workers,	
		or, if bul	k engagements are not to be used, insert	'Bulk engagements not to be used'.]
16.	Total Fees Payable under this Order	[Insert the total amount of the Contract Price/s set out above plus any additional Fees agreed, both exclusive and inclusive of GST]		
		I	ire Worker(s)	

Item	Order for Services				
17.	[Service Provider to complete - insert details of Labour Hire Worker/s, including names, positions and work to be undertaken]				
	Name	Unique Identifier from the Panel Administration System	Position Title	Position Description	
	Statement of W	Vork			
18.	Statement of Work				
19.	Deliverables	[Include details of any deliverables re	equired]		
20.	Subcontractors (clause 22.1 of Schedule 2 (Labour Hire Services))	(clause 22.1 of Schedule 2If there are approved Subcontractors for this Order, insert here if there are any changes to the requirements relating to Subcontractors expressed in clause 22.1 of Schedule 2 (Labour Hire Services). If there are no changes to the default requirements, insert 'No changes to the default requirements, insert 'No changes to the default			
21.	Location	[Insert the full address, including post code, of the primary work location, or insert 'Not Applicable']			
22.	Governance Meetings (clause 3.2 of Schedule 2 (Labour Hire Services))	[Insert when the Service Provider is required to attend governance meetings in accordance with clause 3.2 of Schedule 2 (Labour Hire Services) .]			
23.	Payment Terms	[Select the relevant payment terms] [For Non-corporate Commonwealth e	entities:		
		five calendar days where the Entity a and receive e Invoices through the P have agreed to use this method of in	an-European Public Procur		
		OR			
		20 calendar days] [For Entities other than Non-corporat [insert payment terms]]	e Commonwealth entities:		
24.	Invoicing (<i>clause</i> [the Entity will include any other information required in the invoice in accordance with 1 14.4.2(e))			ce in accordance with 14.4.2(e	

Item		Order for Services				
25.	Travel	[Specify any known travel that will be required, including approved costs if these will be paid by the Service Provider and reimbursed by the Entity]				
26.	Entity Material	[List any documents here or insert 'Not Applicable']				
27.	Confidential	[Include details in table below or insert Not Applicable.]				
	Information	Entity Confidential Information (for example)	Period of Confidentiality			
		Entity data	Indefinitely			
		Any Personal Information held by the Entity	Indefinitely			
		Security Classified Resources	Indefinitely			
		The Service Provider's Confidential Information	Period of Confidentiality			
		[Information on confidentiality provisions is available at:				
		http://www.finance.gov.au/procurement/procurement-policy- issues/confidentiality-procurement- cycle/principles.html]	-and- guidance/buying/contract-			
	Additional Req	uirements				
28.	Medical Checks and Vaccinations (clause 27 of Schedule 2 (Labour Hire Services))	[The Entity should specify here whether a Labour Hire Wor and/or be vaccinated against specific diseases and whethe costs of any medical checks and vaccinations of the Labou clause 27 of Schedule 2 (Labour Hire Services) , or if thes Hire Worker not required to undergo medical check and/or disease' and/or 'Service Provider not required to bear the c vaccinations']	r the Service Provider must bear the r Hire Worker for the purposes of se are not required, insert 'Labour be vaccinated against specific			
29.	Overtime (clause 29 of Schedule 2 (Labour Hire Services))	[The Entity should specify here if it wants to change the der Schedule 2 (Labour Hire Services) and specify a standar changes to the default position insert 'No changes to defau 2 (Labour Hire Services)'.	d working period or if there are no			
		The Entity should also specify here whether it requires the overtime hours in accordance with clause 29.2 of Schedul overtime hours are permitted, specify what rates will apply Schedule 2 (Labour Hire Services) , or if no overtime is permitted'.	e 2 (Labour Hire Services) . If in accordance with clause 29.4 of			

Item	Order for Services				
		If the fees for any overtime are the Fees in Schedule 3 (Pricing), specify that here.]			
30.	Work from Home or Flexible Work	[Identify if flexible work or work from home will be permitted, and set out expectations or limitations]			
	(clause 23.2 of Schedule 2 (Labour Hire Services)				
31.	Intellectual Property (clause 20.1.1)	[The Entity should specify here if it wants to change the default position in clause 20.1.1 and instead have the Service Provider own the IP in Contract Material, or if there are no changes to the default position, insert 'No changes to the default position in clause 20.1.1'].			
32.	Personnel Requirements	[Personnel performing the Services may be required to sign a Deed and acknowledgements relating to confidentiality, security, Moral Rights, intellectual property and other relevant matters as required by the Entity. Any Contract will be conditional on this occurring]			
33.	Return of Confidential Information (clause 23.6.3)	[The default position under clause 23.6.3 is that the Service Provider may retain one copy of Entity Confidential Information to the extent included in the Contract Material for its professiona record keeping obligations, for insurance purposes or as otherwise required by Law. Specify if an alternate position is to apply, or if there are no changes to the default position, insert 'No changes to the default position in clause 23.6.3']			
34.	Entity software system, platform or solution (clause 3.2 of Schedule 2 (Labour Hire Services))	[Insert if the Service Provider is required to use a specific software system platform or solution relation to the provision of Services in accordance with clause 3.2 of Schedule 2 (Labour Hire Services) , or if a specific software system, platform or solution is not required, insert 'Specific software system, platform or solution is not required, insert 'Specific software system, platform or solution is not required']			
35.	Entity Data Storage Requirements	[Insert any Entity specific data storage requirement]			
36.	Offshore access to and storage of Entity Material (clause 24.1.6(a))	[The default position under clause 24.1.6(a) is that the Service Provider must take all necessary steps to ensure Entity Material is not accessed from or stored outside Australia. Insert whether Entity Material can be accessed from or stored offshore, or if there are no changes to the defau position, insert 'No changes to default position in clause 24.1.6(a)'.]			
37.	Security (clause 24.1.1)	[The Service Provider must comply with any applicable security requirements specified in the Protective Security Policy Framework (including those provisions relevant to Commonwealth contracted service providers) in accordance with clause 24.1.1.]			
38.	Additional Requirements – Security (clause 24.1.2)	[State any additional security requirements to the requirements contained in the Head Agreement, or that apply to particular aspects of work in accordance with clause 24.1.2 or if there are no additional security requirements, insert 'No additional security requirements']			
39.	Pre-engagement checks (clause 4.1 and 4.2 of Schedule 2 (Labour Hire Services))	[Insert any Additional Requirements or changes to the default position under clause 4.1 and clause 4.2 of Schedule 2 (Labour Hire Services) which lists pre-employment checks that must be carried out by Labour Hire Workers, or if there no changes to the default position, insert 'No changes to the default position under clauses 4.1 and 4.2 of Schedule 2 (Labour Hire Services) ']			

Item		Order for Services				
40.	Drug or Alcohol Testing (clause 26.2 of Schedule 2 (Labour Hire Services))	[Insert any requirement for drug or alcohol testing of Labour Hire Workers in accordance with clause 26.2 of Schedule 2 (Labour Hire Services) or if no drug or alcohol testing is required, insert 'No Drug or Alcohol Testing required']				
41.	Process for Engaging Labour Hire Workers (clause 5.1 and 5.2 of Schedule 2 (Labour Hire Services))	[Insert any Additional Requirements or changes to the default position under clause 5.1 and 5.2 of Schedule 2 (Labour Hire Services) which details the process for engaging Labour Hire Workers, or if there are no changes to the default position, insert 'No changes to the default position under clause 5.1 and 5.2 of Schedule 2 (Labour Hire Services) ']				
42.	Changes to Labour Hire Workers (clause 7.1 of Schedule 2 (Labour Hire Services))	[Insert any changes to the default position under clause 7.1 of Schedule 2 (Labour Hire Services) which allows an Entity to change the number of Labour Hire Workers engaged by an Entity or the location of the workplace for the Labour Hire Workers by providing 10 Business Days written notice, or if there are no changes to the default position, insert 'No changes to the default position under clause 7.1 of Schedule 2 (Labour Hire Services) ']				
43.	Other Employment Costs	[Non-Statutory employment costs as specified by an Entity or negotiated. Specify here what those other employment costs are for and include the costs in the relevant row of the Fees table above, or if there are no other employment costs, insert 'No Other Employment Costs']				
44.	Liability (clause 19.1)	[The liability cap that applies for the purposes of clause 19.1 needs to be specified here.]				
45.	Entity Insurance Requirements (clause 18.1.1 and clause 18.1.2)	[Insert any Additional Requirements for relevant insurances where these differ from the insurance amounts in the Head Agreement in accordance with clause 18.1.1 and insert any change to the default position under clause 18.1.2 which allows an Entity to specify the period that professional indemnity insurance must be held for, or if there are no additional insurance requirements, insert 'No Additional Insurance Requirements']				
46.	Entity Service Levels	The Service Provider must of across all Orders the Entity		-		
	(clause 8.2.1)	[Insert any Entity Service Le Examples of Service Levels		-		
		Service Level	Performance Measures	Calculation Method		
		Labour Hire Worker Suitability	80% of Labour Hire Workers nominated by the Service Provider are rated by the Entity Hiring Manager as suitable for the role and engagement.	As determined over [X] period by the Entity acting reasonably.		
		<u>Labour Hire Worker</u> <u>Retention</u>	90% of Labour Hire Workers complete the full term of their engagement for all accepted Contracts and Order Variations.	As determined over [X] period by the Entity acting reasonably.		

Item	Order for Services			
		Labour Hire Worker Performance	95% of Labour Hire Workers are achieving the expected performance standards.	As determined over [X] period by the Entity acting reasonably.
		<u>Labour Hire Worker</u> <u>Retention</u>	[tbc]	[tbc]
		Labour Hire Worker Absences	[tbc]	[tbc]
47.	Timesheets (clause 28.2 and 28.3 of Schedule 2 (Labour Hire Services))	in accordance with clause 2 'No additional Timesheet for Insert here if the default Tim	8.2 of Schedule 2 (Labo rm and substance require sheet approval process or if no change to defau	position under 28.3 of Schedule 2 (Labou It position insert 'No changes to the defau
48.	Knowledge Transfer (clause 22.1(e))	[Insert here if Service Provider/Labour Hire Worker is required to: collaborate with Entity Personnel to develop solutions to challenging stages or components of the engagement and share key learnings and new ideas; provide training related to the Services that were provided under the Contract to Entity Personnel and any third party; or undertake any other activities, and provide any other information related to the Services that were provided under the Contract, as reasonably requested by the Entity. If not required insert 'No additional Knowledge Transfer activities required']		
49.	WHS Plan (clause 16.10.2)	[Insert if Service Provider is required to provide a WHA Plan in accordance with clause 16.10.2, or if not required insert 'No WHA Plan required']		
50.	Reporting to Entity (clause 1.5 of Schedule 8 (Reporting))	[Insert the types and frequency of reports to be provided by the Service Provider in accordance with clause 1.5 of Schedule 8 (Reporting) , or if not required insert 'No reports in respect of Labour Hire Workers required'.]		
51.	Governing Law and Jurisdiction (clause 35.6.1)	[Default jurisdiction in clause 35.6.1 is ACT. Insert applicable jurisdiction here if different to the ACT]		
52.	Entity-specific policies (clause 16.1.1)	[Insert here if there are any additional Entity-specific policies that the Service Provider must comply with, in accordance with clause 16.1.1, or if there are none, insert 'No additional Entity-Specific Policies'.]		

Item		Order for Services				
53.	Other Additional Requirements	[Include any other Additional Requirements, if applicable]				
	Commonwealth	Policy Requirements				
54.	Shadow Economy Policy	[For procurements valued at \$4 million or more the Shadow Economy Policy applies. Entities must obtain a Valid and Satisfactory Statement of Tax Record for any Service Provider (and any first-tier Subcontractors of that Service Provider) that will be involved in the delivery of the Services]				
55.	Indigenous Procurement Policy	[For procurements valued at \$7.5 million or more, insert that clause 16.4.3 of the Head Agreement applies]				
56.	Australian Industry Participation Plan	[For procurements valued at \$20 million or more, the Australian Industry Participation policy may apply]				
	Entity Informat	Entity Information				
57.	Entity Address for Notices	Physical Address: [Insert physical address for the Entity] Postal Address: [Insert the postal address for notices, if different to the physical address] Email: [Insert the email address for notices]				
58.	Entity Address for Invoices	Invoices must be submitted to [insert email address for invoices] and must contain [include any other requirements for the invoice as specified in item 24 of the Order Template, e.g., that the purchase order no. must be quoted in the invoice]				
	Service Provider Information					
59.	Service Provider Address for Notices	Physical Address: [Insert physical address for the Service Provider] Postal Address: [Insert the postal address for notices, if different to the physical address] Email: [Insert the email address for notices]				

Signed for and on behalf of Commonwealth of Australia as represented by the [insert Entity name] [insert Entity ABN]

Signature of authorised officer

name of authorised officer

title of authorised officer

Signed for and on behalf of [insert Service Provider's name], [insert Service Provider's ABN]

name of Service Provider's authorised representative

title of Service Provider's authorised representative

Signature of Service Provider's authorised representative