MASTER SUPPLY AGREEMENT - PURCHASE ORDER

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| PURCHASE ORDER | | | | |
| **Contract ID** |  | **Date** | |  |
| **Parties** | **[insert name of the State Purchasing Entity]** of **[insert physical and email addresses]**  (the **State Purchasing Entity**) | | | |
| **[Name of Supplier]**  ACN / ABN / ARBN: [number]  [insert physical and email addressses]  (the **Supplier**) | | | |
| **Description** | The parties acknowledge and agree that:   * The State and the Supplier are parties to a Master Supply Agreement dated [insert date]. * This Purchase Order is issued by the State Purchasing Entity, in accordance with clause 3 of the Master Supply Agreement. * Upon issuance of this Purchase Order, a separate binding contract is formed between the State Purchasing Entity and the Supplier, in accordance with the terms of the Master Supply Agreement. | | | |
| **Conflict of Interest (clause 5 of the General SPC Terms)** | | | | |
|  | Before the issue of this Purchase Order, did the Supplier disclose any Conflict of Interest?  Yes OR  No  If yes, please provide the following details:  **Nature of conflict:**  [***insert details of the nature of the conflict including details of how it has arisen, whether it is actual, potential or perceived; pecuniary or non-pecuniary, etc.*** ]  **Persons involved in conflict:**  [***insert***]  **Agreed mitigation**  The Supplier consents to the Conflict of Interest on the condition that the Supplier complies with the following obligations:  [***Insert details of the agreed mitigation steps or other actions to be taken to manage the conflict of interest.***] | | | |
| **Services and / or Deliverables (clause 6.1 of the General SPC Terms)** | | | | |
| **Services and / or Deliverables** | The Services, ordered / required for the purposes of this Purchase Order, are set out below:  [insert description of Service(s)]  The Deliverables, ordered / required for the purposes of this Purchase Order, are set out below:  [insert description of Deliverable(s)] | | | |
| **Transition in services (clause 6.2 of the General SPC Terms)** | | | | |
| **Transition in services** | Are transition in services required as part of this Purchase Order?  Yes OR  No  If yes, then the following transition in services are required:  [insert description of any applicable transition in services]  The above transition in services are required from the following date:  [insert | | | |
| **Local Jobs First Policy (clause 6.3(b)(iv) of the General SPC Terms)** | | | | |
| **Local Jobs First Policy** | Does the Local Jobs First Policy apply to the Services and / or Deliverables that need to be delivered under this Purchase Order?  Yes OR  No  If yes, then the special conditions attached as a schedule to this Purchase Order will apply. | | | |
| **Delivery obligations (clause 7.2 of the General SPC Terms)** | | | | |
| **Delivery obligations** | Do the Services and / or Deliverables need to be delivered by a certain date as part of this Purchase Order?  Yes OR  No  If yes, then the delivery dates are as follows:  [insert date] | | | |
| **Acceptance Requirements (clause 7.3 of the General SPC Terms)** | | | | |
| **Acceptance Requirements and Acceptance Certificates** | Are any Services and / or Deliverables subject to Acceptance Requirements as part of this Purchase Order?  Yes OR  No  If yes, then the Acceptance Requirements are as follows:  [insert a list of Acceptance Requirements]. | | | |
| **Warranty Period (clause 7.4 of the General SPC Terms)** | | |  | |
| **Warranty period** | Are any Deliverables subject to a warranty period as part of this Purchase Order?  Yes OR  No  If yes, then the following warranty period(s) apply:  [insert] | | | |
| **Fees and payment (clause 10 of the General SPC Terms)** | | | | |
| **Fees, payment terms and invoicing** | Is a period longer than 25 Business Days required for payment?  Yes OR  No  If yes, then the payment period is [insert]  Do the Fees include all costs and expenses (direct or incidental) relating to the supply of the Services and / or Deliverables?  Yes OR  No  If not, then the following costs and expenses (direct or incidental) are in addition to the Fees:  [insert additional costs / expenses]  Does the State Purchasing Entity require the invoice to be accompanied by any supporting or substantiating documentation?  Yes OR  No  If yes, then the following supporting / substantiating documentation must be attached to each invoice:  [insert supporting or substantiating document required to verify the Fees payable]  Each Tax Invoice submitted by the Supplier must include as a minimum the following details:   * the Supplier’s name and ABN; * the State Purchasing Entity’s ABN or address; * the date of issue of the Tax Invoice; * the Purchase Order number; * itemised details of the Services provided, including; * the name and title/position of the person(s) providing the Services; * the hourly/Daily Rates charged by each person for the Services; * the total number of hours charged by each person; and * a detailed description of the Services provided by each person, including the date(s) the Services were provided. * any Travel or other Disbursements claimed; * any discounts applied; * the total Fees payable (including GST); * the GST amount shown separately; and * any other information notified to the Supplier by the State Purchasing Entity as being required to be included. | | | |
| **Liability Cap (clause 18.2(a) of the General SPC Terms)** | | | | |
| **Liability Cap** | Will the Supplier’s liability be greater than $3 million or ten times the total fees paid or payable to the Supplier (whichever is higher) under or in connection with this Purchase Order?  Yes OR  No  If yes, specify the higher amount as follows:  The Supplier’s liability to the State Purchasing Entity under this Purchase Order is limited to *[insert an amount which must be higher than $3 million or 10x the total fees paid or payable]*. | | | |
| **Approved subcontractors (clause 25 of the General SPC Terms)** | | | | |
| **Subcontractors** | Will the Supplier be using subcontractors in relation to the Services and / or Deliverables that need to be  delivered under this Purchase Order?  Yes OR  No  If yes, please provide the following details:  Approved subcontractors, including approved duties and any conditions, are set out below:   |  |  |  | | --- | --- | --- | | **Company Name and ACN/ABN** | **Approved duties** | **Conditions (if any)** | | ***[insert]*** | ***[insert]*** | ***[insert]*** | | ***[insert]*** | ***[insert]*** | ***[insert]*** | | ***[insert]*** | ***[insert]*** | ***[insert]*** | |  |  |  | | | | |
| **Personnel (Clause 26.1(b) of the General SPC Terms)** | | | | |
| **Personnel** | Have screenings on relevant Personnel been undertaken in accordance with clause 26.1(b)?  Yes OR  No  If yes, please provide the outcomes of the screenings.  If no, please provide reasons why the screenings have not been undertaken and when the screenings will be undertaken. Once undertaken the outcomes of the screenings must the provided to the State Purchasing Entity.  Insert the following details of any Personnel of the Supplier or any Sub-Contractor who will be responsible for providing the Services   |  |  |  |  | | --- | --- | --- | --- | | **Name and title** | **Organisation** | **Duties/Responsibilities** | **Results of Screening** | | ***[insert]*** | ***[insert]*** | ***[insert]*** |  | | ***[insert]*** | ***[insert]*** | ***[insert]*** |  | | ***[insert]*** | ***[insert]*** | ***[insert]*** |  | | | | |

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| **[Insert State Purchasing Entity Details]** |
| Signed:  Name  Date: |

**Note:** Capitalised terms used in this Purchase Order have the meaning given to those terms in the Master Supply Agreement.

Schedule

Local Jobs First Policy

The Local Jobs First Policy, as amended from time to time, applies to Standard or Strategic Projects.

A Standard Project is any project that the Responsible Minister has declared to be a Standard Project or a project with a budget of:

* + - * 1. $3 million or more for state-wide projects or for projects in metropolitan Melbourne; or
        2. $1 million or more in rural and regional Victoria.

A Strategic Project is a project with a budget of $50 million or more, or a project that the Responsible Minister has declared to be a Strategic Project.

Where the Local Jobs First Policy applies to the Services and / or Deliverables to be delivered under this Purchase Order the following clauses, as amended from time to time, will apply. Updates to these clauses can be found at https://localjobsfirst.vic.gov.au/about-us/key-documents.

* 1. Definitions

**In this Schedule:**

**Agency** means the State Purchasing Entity with which the Supplier has entered into this Agreement.

**Agreement** means this Master Supply Agreement.

**Apprentice** means a person whom an employer has undertaken to train under a Training Contract.

**Cadets** means those persons enrolled in a recognised tertiary level organisation and who receive structured learning opportunities as part of their engagement to a Local Jobs First project (e.g. cadets in architecture, quantity surveying, or engineering) but which is not under a Training Contract.

**Contract Manager** means the person (however described) appointed by the Agency as its representative for all communication and liaison with the Supplier for the purposes of this Agreement.

**Department** has the meaning given in s 3(1) the *Local Jobs First Act 2003*.

**Guidelines** means Local Jobs First Supplier Guidelines, available at www.localjobsfirst.vic.gov.au.

**ICN Analytics** is a cloud based secure online platform that enables the collection, analysis and reporting of local content and jobs data, including supply chain monitoring and reporting.

**Industry Capability Network** (**Victoria**) means Industry Capability Network (Victoria) Limited of Level 11, 10 Queens Road, Melbourne VIC 3004 ACN 007 058 120.

**LIDP** means the Local Industry Development Plan set out in Attachment 1 to this Schedule.

**LIDP Monitoring Table** means the table included at Attachment 2 to this Schedule.

**Local Content** has the meaning given in s 3(1) of the *Local Jobs First Act 2003*.

**Local Jobs First Commissioner** means the person appointed under s 12 of the *Local Jobs First Act 2003*.

**Local Jobs First Policy** means the policy of the Victorian Government made under s 4 of the *Local Jobs First Act 2003*.

**Notice** means a notice given, delivered or served in accordance with this Agreement.

**Practical Completion** means:

* + - 1. Practical Completion as defined in the main body of this Agreement; or
      2. If not defined in the main body of this Agreement, it means when the Supplier has completed the delivery of the goods and/or services to be provided under this Agreement (excluding administrative or regulatory obligations remaining to be fulfilled); or
      3. In any case, such other reporting dates for the purposes of clause 2.3(d) of this Schedule as notified by the Agency.

**Responsible Minister** means the Minister with responsibility for administering the *Local Jobs First Act 2003*.

**State** means the State of Victoria**.**

**Supplier** means the person or entity (however described) providing the goods and services under this Agreement.

**Trainee** means a person (other than an Apprentice) employed under a Training Contract.

**Training Contract** has the meaning given in the *Education and Training Reform Act 2006*.

* 1. Local Jobs First Policy
     1. Local Industry Development Plan
        1. The Supplier must, in performing its obligations under this Agreement:
           1. comply with the LIDP;
           2. perform all obligations required to be performed under the LIDP by the due date for performance; and
           3. comply with the Local Jobs First Policy.
        2. The Supplier acknowledges and agrees that its obligations as set out in the LIDP apply during the term of this Agreement, any extensions to the term and until all of its Reporting obligations as set out in clause 2.3 of this Schedule are fulfilled.
        3. The Supplier's failure to comply with this clause 2.1 will constitute a material breach of this Agreement in accordance with clause 22.2(a) of this Agreement which will entitle the State or Agency to terminate this Agreement and any Purchase Order Contract.
     2. Revised LIDP
        1. If at any time a variation to this Agreement is proposed which involves or effects a change in the nature of any LIDP commitments, the Supplier must prepare a revised LIDP in collaboration with and certified by Industry Capability Network (Victoria) (**Revised LIDP**).
        2. When requested by the Contract Manager, the Supplier must provide the Revised LIDP to the Agency.
        3. The Revised LIDP must be agreed by the parties before any variation to the Agreement can take effect unless the parties agree that a Revised LIDP is unnecessary.
        4. Once the Revised LIDP is agreed by the parties, the Revised LIDP replaces the LIDP and forms part of this Agreement.
     3. Reporting
        1. The Supplier must prepare and maintain records demonstrating its compliance with the LIDP.
        2. The Supplier must provide a six-monthly report demonstrating its progress towards implementing the LIDP in the form of the LIDP Monitoring Table.
        3. If the Agreement is for a project valued at $20 million or more, the Supplier must use the ICN Analytics for LJF monitoring and reporting.
        4. Prior to or at Practical Completion pursuant to clause 1 of this Schedule, the Supplier must provide to the Contract Manager:
           1. the LIDP Monitoring Table identifying LIDP commitments and actual achievements. The LIDP Monitoring Table must identify and explain any departures from the LIDP Commitments and the aggregated outcomes as reported in the LIDP Monitoring Table; and
           2. a Statutory Declaration to confirm that the information contained in the LIDP Monitoring Table is true and accurate. The Statutory Declaration must be declared by a director of the Supplier or the Supplier's Chief Executive Officer or Chief Financial Officer.
        5. At the request of the Contract Manager, the Supplier must provide further information or explanation of any differences between expected and achieved LIDP outcomes.
        6. The reporting obligations in this Schedule are in addition to and do not derogate from any other reporting obligations as set out in this Agreement.
     4. Verification of Supplier's compliance with LIDP Plan
        1. The Supplier agrees that each of the Agency and the Department will have the right to inspect its records in order to verify compliance with the LIDP.
        2. The Supplier must:
           1. permit the Contract Manager, an accountant or auditor on behalf of the Agency or the Department, or any other person authorised by the Agency or the Department, from time to time during ordinary business hours and upon Notice, to inspect and verify all records maintained by the Supplier for the purposes of this Agreement;
           2. permit the Agency or the Department from time to time to undertake a review of the Supplier's performance in accordance with the LIDP; and
           3. ensure that its employees, agents and subcontractors give all reasonable assistance to any person authorised by the Agency or the Department to undertake such audit or inspection.
        3. The Supplier acknowledges and agrees that the Agency, the Department, the Agency's and Department's duly authorised representatives and Industry Capability Network (Victoria) are authorised to obtain information from any relevant persons, firms or corporations, including third parties, regarding the Supplier's compliance with the LIDP.
        4. The obligations set out in this clause 2.4 are in addition to and do not derogate from any other obligation under this Agreement.
     5. Use of information

The Supplier acknowledges and agrees that:

* + - 1. Industry Capability Network (Victoria) will assess the Supplier's performance against the LIDP;
      2. the statistical information contained in the LIDP and the measures of the Supplier's compliance with the LIDP as reported in the LIDP Monitoring Table will be:
         1. included in the Agency's report of operations under Part 7 of the *Financial Management Act 1994* in respect of the Agency's compliance with the Local Jobs First Policy in the financial year to which the report of operations relates;
         2. provided to the Responsible Minister for inclusion in the Responsible Minister's report to the Parliament for each financial year on the compliance and performance of the LIDP during that year; and
         3. may be disclosed in the circumstances authorised or permitted under the terms of this Agreement or as otherwise required by Law.
  1. Subcontracting
     + 1. The Supplier must ensure that any subcontracts entered into by the Supplier in relation to work under this Agreement contain clauses requiring subcontractors:
          1. to comply with the Local Jobs First Policy and the LIDP to the extent that it applies to work performed under the subcontract,
          2. to provide necessary information that allows the Supplier to comply with its reporting obligations under clause 2.3 of this Schedule, and
          3. to permit the Agency and the Department to exercise their inspection and verification rights under clause 2.4 of this Schedule.
       2. The subcontracting obligations set out in this clause 3 are in addition to and do not derogate from any other obligations under this Agreement.
       3. The Supplier's failure to comply with this clause 3 will constitute a material breach of this Agreement.
  2. Local Jobs First Commissioner
     + 1. The Supplier acknowledges that:
          1. it is required to comply with any information notice issued to it by the Local Jobs First Commissioner in accordance with s 24 of the *Local Jobs First Act 2003*;
          2. it is required to comply with any compliance notice issued to it by the Local Jobs First Commissioner in accordance with s 26 of the *Local Jobs First Act 2003*;
          3. its failure to comply with the compliance notice referred to in this clause 4(a) may result in the issue of an adverse publicity notice by the Responsible Minister under s 29 of the *Local Jobs First Act 2003*; and
          4. the Local Jobs First Commissioner may:

monitor and report on compliance with the Local Jobs First Policy and LIDP; and

request the Agency to conduct an audit in relation to the Supplier's compliance with the Local Jobs First Policy and the LIDP.

* + - 1. The Supplier acknowledges that the Commissioner may recommend that the Agency take enforcement proceedings against the Supplier if the Supplier has failed to comply with the Local Jobs First Policy or the LIDP by:
         1. applying to a court to obtain an injunction; or
         2. taking action available under this Agreement.

Attachment 1 - Local Industry Development Plan

[***insert LIDP***]

Attachment 2 - LIDP Monitoring Table *[Insert the Monitoring Table from the LIDP]*