

Schedule 6 – Order Template

Note to Service Provider:

This Schedule 6 provides an Order Template for the provision of Management Advisory Service to an Agency, 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 Agency Orders to provide efficiencies to Agencies and Service Providers, however, it will not be mandatory that Agencies use this Order Template or any equivalent smart form to Order Services from Service Providers.

1. Introduction

1.1. This Order is issued in accordance with clause 11.3 of the Head Agreement.

<u>Order for Services</u>	
[Service Provider's Representative] [Service Provider's Name] [Service Provider's Address] [Service Provider's ABN or ACN] Sent via: [email]: [Service Provider's email address]	
<i>Agency Order Information</i>	
Agency	[Insert Agency name]
Agency File Reference	[Insert Agency File Reference]
Order Number	[Insert Agency's reference number for this Order for Services]
Cost Centre	[Insert Agency's cost centre]
<i>Order Commencement Date and Term</i>	
Order Commencement Date	[insert date the Order commences]
Order Term and Extensions	[The Order expires on [insert date] (Initial Term). The Agency may in its sole discretion extend the Initial Term of this Order for a further period or periods, up to [XX months/years], 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).]
<i>Statement of Work</i>	
Service Area	[Insert which Service Category within a Service Area the Services required relate to (Financial/Corporate/Commercial)]
Service Category	[Insert the relevant Service Category that the services relate to]
Service Sub-category	[Insert the relevant Service Subcategory that the services relate to]

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Detailed Statement of Work	[Insert a detailed description of the Services required and any Associated Outputs, including relevant background material and whether any licences/authorisations are required to provide the services and any reporting that may be required. A separate Statement of Work may be referenced and attached]
Milestones	[Insert proposed milestones for Services and link to payment]
Key Personnel	[Insert name and role of the Key Personnel (which may include Expert Personnel) accepted by the Agency for this Order, including any particular qualifications, expertise, capacity and capability, and whether or not they must have a security clearance]
Subcontractors	[Insert details of approved subcontractors for this Order, or insert 'Not Applicable']
Location	[Insert the required work location/site, or insert 'Not Applicable']
Fees	[Insert details of fee structure e.g. fixed fee and any approved disbursement e.g. accommodation and travel (if applicable)]
Payment Terms	<p>[Select the relevant payment terms]</p> <p>[For Non-corporate Commonwealth entities: (a) five calendar days where the Agency and the Service Provider both have the capability to deliver and receive e Invoices through the Pan-European Public Procurement On-Line Framework and have agreed to use this method of invoicing; or (b) 20 calendar days]</p> <p>[For Agencies other than Non-corporate Commonwealth entities: [insert payment terms]]</p>
Invoicing	[the Agency will include any invoicing requirements]
Travel	[the Agency will select the relevant travel clauses].
Agency Material	[List any documents attached to the Order or insert 'Not Applicable']
Existing Material	[Insert details of any Existing Material or insert 'Not Applicable']
Contract Material	[Unless specified in the Statement of Work, insert details of any Contract Material]
Restrictions on use of Contract Material	[Insert any restrictions on use of the Contract Material by the Agency, where appropriate to the nature of the Services being provided, eg audit opinions.]
Restrictions on use of Service Provider's name, trade name or logo	[Insert any reasonable restrictions on the Agency's use of the name, trade name or logo of the Service Provider]

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Confidential Information

[Include details in table below or insert Not Applicable. If approved by the Agency, relevant sections of the Service Provider's internal working papers may be specified as Service Provider Confidential information]

Agency Confidential information (for example)	Period of Confidentiality
Agency data	
Any Personal Information held by the Agency	
Security Classified Information	

The Service Provider Confidential information	Period of Confidentiality

Additional requirements

Internal Working Papers

[The default position under clause 20.4 is that the Service Provider is not required to deliver internal working papers (including Audit Working Papers) that are required to be retained under applicable Laws or professional standards. Specify if an alternate position should apply]

Intellectual Property

[The Agency should specify here if it wants to change the default position in clause 20.2.1 – and instead have the Agency own the IP in Contract Material. The default licence the Agency gets under 20.2.3 for Contract Material includes a right to transfer and sub-license, so any alternative position to this should be specified]

Key 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 Agency. Any Contract will be conditional on this occurring]

Return of confidential information

[The default position under clause 22.6.3 is that the Service Provider may retain one copy of Agency Confidential Information to the extent included in the Contract Material for its professional record keeping obligations, for insurance purposes or as otherwise required by Law. Specify if an alternate position is to apply]

Agency Data Storage Requirements

[Insert any Agency specific data storage requirement, for example whether data can or cannot be stored offshore, and/or requirements for a data breach response plan]

Security

[insert what requirements in the PSPF should apply]

Additional Requirements – security

[State any additional security requirements to the requirements contained in the Head Agreement, or that apply to particular aspects of work or insert 'Not Applicable']

<u>Order for Services</u>	
Conditions/Restrictions for Personal Information	[State any additional conditions/restrictions for Personal Information contained in the Head Agreement, or that apply to particular aspects of work or insert 'Not Applicable']
Liability	[The default liability cap is set out in clause 19. Specify if an alternate liability cap should apply. State any amendments to the exclusions to the liability cap, or other liability positions required]
Additional or alternate Requirements – insurance	<p>[Insert any additional requirements (if any) for relevant insurances where these differ from the insurance amounts in the Head Agreement e.g.</p> <ul style="list-style-type: none"> a) Professional indemnity insurance for an insured amount of [\$ insert amount] per occurrence and not less than [\$ insert amount] in the aggregate; b) Public liability insurance for an insured amount of [\$ insert amount] per occurrence and not less than [\$ insert amount] in aggregate; and c) Workers compensation insurance as required by law; or <p>insert 'Not Applicable'. Where 'Not Applicable' is specified, the insurance requirements under the Head Agreement will apply]</p> <p>[Insert if the Service Provider may self-insure for certain insurance amounts where this is permitted by law]</p>
Agency Service Levels	[Insert any Agency Service Levels that apply to the Order]
Service Provider termination right	[The default position under clause 26.2.3 of the Head Agreement is that the Service Provider may terminate the Contract due to Agency non-payment of Fees, or if the Agency breaches a material provision and does not remedy this within 40 Business Days after receiving a notice to remedy. Insert whether this position or an alternative position applies (including if different timeframes should apply)]
Termination for convenience costs in relation to Fees for Services calculated on a milestone basis	[The default position under clause 26.4.3(a) of the Head Agreement is that where Fees in an Order are calculated on a milestone basis, the Agency will pay Fees for Ordered Services completed before the date of termination for convenience on a time and materials basis where the Service Provider can substantiate this. Insert whether this position or an alternative position applies]
<i>Commonwealth Procurement Connected Policy Requirements</i>	
Include details of any Commonwealth procurement connected policy requirements that apply to the Order e.g. Shadow Economy Policy, Indigenous Procurement Policy, Australian Industry Participation Plan Policy.	
<i>Agency Information</i>	
Agency Representative	<p>Name: [Insert contact name]</p> <p>Position: [Insert title]</p> <p>Address: [Insert address, including postcode]</p> <p>Email: [Insert email address]</p> <p>Contact number: [Insert contact number, including area code]</p> <p>Mobile: [Insert mobile number]</p>

<u>Order for Services</u>	
Agency Address for Notices	Physical Address: [Insert physical address for the Agency] Postal Address: [Insert the postal address for notices, if different to the physical address] Email: [Insert the email address for notices]
Agency Address for Invoices	Invoices must be submitted to [insert email address for invoices] and must contain [include any other requirements for the invoice e.g. that the purchase order no. must be quoted in the invoice]
Service Provider Information	
Service Provider Representative	Name: [Insert contact name] Position: [Insert title] Address: [Insert address, including postcode] Email: [Insert email address] Contact number: [Insert contact number, including area code]
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 Agency
name] [insert Agency ABN]

name of authorised officer

title of authorised officer

date

Signature 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*

date

*Signature of Service Provider's authorised
representative*