

Schedule 6 - Order for Service: Labour Hire Services

This Schedule 6 provides an Order Template for the provision of Services to an Entity, as detailed in clause 11.3 of the Head Agreement.

It will not be mandatory that Entities use this Order for Services Template to Order Services from Service Providers. **Use of the template is encouraged to ensure standardisation and consistency.**

Drafting notes are highlighted. Yellow highlights would generally be filled out by the Entity, blue by the Service Provider.

This Order is issued under clause 11.3 of the Head Agreement for People Panel (Phase 2) Standing Offer Notice (SON3965020) between the Service Provider and the Department of Finance for the provision of Labour Hire Services to the Australian Government.

Item	Order for Service			
	Service Provider'	Service Provider's Details		
1.	Service Provider's Name:			
	Service Provider's	Address:		
	Service Provider's	ABN or CAN:		
	Sent via: [email]: [Service Provider's email address]		
	Service Provider's	Representative:		
	Name: [Ins	ert contact name]		
	Position: [Insert title]			
	Address: [Insert address, including postcode]			
	Email: [Ins	ert email address]		
	Contact nu	umber: [Insert contact number, including area code]		
	Mobile: [lr	sert mobile number]		
	Entity's Details			
2.	Entity [Insert Entity name]			
3.	Entity ABN [Insert Entity ABN]			
4.	Order Number	[Insert Entity's reference number for this Order for Services]		
	Order Humber	[Insert CRIIS reference number]		



Item		Order for Service
5.	Entity Representative	Name: [Insert contact name]
	Representative	Position: [Insert title]
		Address: [Insert address, including postcode]
		Email: [Insert email address]
		Contact number: [Insert contact number, including area code]
		Mobile: [Insert mobile number]
		CRIIS Timesheet Manager
		[note: the timesheet manager will approve the timesheets of labour hire workers via CRIIS, an online portal. Please use an individual email address, a group/shared mailbox cannot be used]
		Email: [Insert email address]
6.	Cost Centre	[Insert Entity cost centre for Coordinated Procurement Fee recovery]
AusTender Reporting: 80111600 - Temporary Personne		80111600 - Temporary Personnel Services
	Order Details	
8.	Order Commencement Date	[Insert date the Order commences]
9.	Order Term	[The Order expires on [insert date] (Initial Term).
10.	Options to extend The Entity may in its sole discretion extend the Initial Term of this for a further period or periods, up to 12 months, on the same term conditions of this Order, by giving at least 10 business days writt notice to the Service Provider, prior to end of the Initial Term of the 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]



Item	Order for Service			
	Engagement Type			
12.	[APS Equivalent classification]			
	Placement Service	[Job Family]		
		[Fee,	GST exclusive]	
	Placement of a candidate as	[Fee	, GST inclusive]	
	a non-ongoing APS employee	[Secu	urity Clearance Requirements]	
		*Job	role as specified in the <u>APS Job</u>	Family Framework
	(clause 15 of Schedule 2 (Labour Hire Services))	NOTE : Due to the introduction of the <i>Fair Work Legislation Amendment</i> (Secure Jobs, Better Pay) Act 2022, non-ongoing employment contracts must not exceed 12 months for the initial term. The term can be extended for 6 months however the total engagement length must not exceed 18 months. Refer to your entity's recruitment team for advice.		
13.		[APS	Equivalent classification]	
		[Job Family]		
	Introduction	[Fee amount GST exclusive]		
	Services	[Fee total GST inclusive]		
		[Security Clearance Requirements]		
		*Job	role as specified in the APS Job	Family Framework
14.			icate table per Labour Hire Work vorkers are not being engaged u	ker required, delete table if labour inder this Order]
			Entity to complete	
		14.1	APS equivalent classification	[APS XX / EL X / SES X]
	Labour Hire Worker Fees – calculation of Contract Price			Note: Only include an APS equivalent classification for which there is a Fee specified in the Pricing Matrix (available via DS4P). 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.



Item		Order for Service	
	14.2	Referred or Non-referred Labour Hire Worker	[Insert referred or non-referred] [If referred insert:
			Name of referred Labour Hire Worker
			Agreed hourly amount to be paid to Labour Hire Worker]
	14.3	Pay scales	[Insert entity pay scales for the APS equivalent classification]
	14.4	Service Category	[Insert the relevant Service Category that the services relate to]
	14.5	Job Family	[Insert the relevant Job Family that the services relate to]
	14.6	Job Role	[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 numbers of working hours per week]
	14.9	Number of weeks required	[Insert numbers of weeks that the LHW will be required for]
		Service Provider to complete	\$ per hour
	14.10	Hourly amount paid to Labour Hire Worker	[\$ per hour]
		(before tax, excluding compulsory superannuation contribution)	



Item		Order for Service	
	14.11	Casual Loading (if applicable)	[\$ per hour]
	14.12	Agreed Base Salary - subtotal	[\$ per hour]
	14.13	Workers compensation insurance	[\$ per hour]
	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) This must be expressed in this row as a GST exclusive amount	[To be completed as per Head Agreement Schedule 3 (Pricing)] [\$ per hour]]
	14.20	Contract Price (hourly amount, exclusive GST) 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	\$



Item			Order for Service		
			is included in the Contract Price.		
		14.21	GST	\$	
		14.22	Contract Price (hourly amount, inclusive GST)	\$	
		14.23	Other employment costs (by negotiation specified as a fixed price, inclusive of GST)	[\$]	
15.	Bulk	accor	ate here if the Entity is engaging dance with clause 6 of Schedul case set out:	g services on an 'express' basis in le 2 (Labour Hire Services), in	
	(clause 6 of Schedule 2 (Labour Hire Services))	and (b) or, if I	and		
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] Please ensure any commitment of funds considers the Coordinated Procurement Fee (CPF) payable to the Department of Finance. This fee is 1.5% of the commitment value (contract value) and will be charged directly to the engaging Entity on an ad hoc basis via an invoice from the Department of Finance. This fee is calculated on the GST Ex value of the total order (16)			
	Details of the Labour Hire Worker(s)				



Item	Order for Service					
17.	[Service Provider to complete - insert details of Labour Hire Worker/s]					
	Name	Labour Hire Worker Unique Identifier (obtained via CRIIS)	Position Title	Position Description		
	Statement of Wor	k				
18.	Statement of Work	[Insert a detailed descripting background material such area, whether any licence services and any reporting A separate Statement of	as information on the issauthorisations are recognised that may be required.	role(s) and business quired to provide the		
19.	Deliverables	[Include details of any del	iverables required]			
20.	Subcontractors (clause 22.1 of	[Insert details of approved Applicable'	Subcontractors for this	s Order, or insert 'Not		
	Schedule 2 (Labour Hire Services)	If 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 in clause 22.1, insert 'No changes to the default requirements in clause 22.1'.]				
21.	Location	[Insert the full address, including post code, of the primary work location]]				
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) .]				



Item		Order for Service
23.		
		[Select the relevant payment terms – note that einvoicing is the default payment method for Non-corporate Commonwealth Entities (NCEs)] [For NCEs:]
	Payment Terms	Five calendar days where the Entity and the Service Provider both have the capability to deliver and receive elnvoices through the Pan-European Public Procurement On-Line Framework and have agreed to use this method of invoicing.
		OR
		20 calendar days
		[For Entities other than NCEs: insert payment terms]
24.	Invoicing (clause 14.4.2 (e))	[the Entity will include any other information required in the invoice in accordance with 14.4.2 (e)]
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']



Item	Order for Service				
27.	Confidential	[Include details in table below or insert Not Applie	cable]		
	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 http://www.finance.gov.au/procurement/procurement-guidance/buying/contract-issues/confidentiality-procucycle/principles.html]	-policy-and-		
	Additional Requirem	Requirements			
28.	Medical Checks and Vaccinations (clause 27 of Schedule 2 (Labour Hire Services))	undergo a medical check and/or be vaccinated against specific diseases and whether the Service Provider must bear the costs of any medical			
29.	Overtime (clause 29 of Schedule 2 (Labour Hire Services))	[The Entity should specify here if it wants to change the default position in clause 29.1 and specify a standard working period or if there are no changes to the default position insert 'No changes to default position in clause 29.1'.			
		The Entity should also specify here whether it re Worker to undertake overtime hours in accordar Schedule 2 (Labour Hire Services) . If overtime specify what rates will apply in accordance with Schedule 2 (Labour Hire Services) , or if no overtime permitted'.	nce with clause 29.2 of hours are permitted, clause 29.4 of		



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30.	Work from Home or Flexible Work (clause 23.3 of Schedule 2 (Labour Hire Services)	[Identify if flexible work or work from home will be permitted, and set out expectations or limitations]
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]
	Return of Confidential Information (clause 23.6.3)	[The default position under clause 23.6.3 Service Provider may retain one copy of Entity 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, or if there are no changes to the default position, insert 'No changes to the default position in clause 20.1.1']
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 in 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']
35.	Entity Data Storage Requirements	[Insert any Entity specific data storage requirement, for example whether data can or cannot be stored offshore)]
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 default 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']



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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) ']	
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']	



Item			Order for Service		
46.	Entity Service Levels (clause 8.2.1)	The Service Provider must comply with the following Entity Service Levels which are measured across all Orders the Entity has with the Service Provider, in accordance with clause 8.2.1.			
		[Insert any Entity Service Levels that apply to the Order.			
		Examples of S	ervice Levels Entities may wi	sh to consider are:	
		Servic e Level	Performance Measures	Calculation Method	
		<u>Labour</u> <u>Hire</u> <u>Worker</u> <u>Suitability</u>	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</u> <u>Hire</u> <u>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.	
		<u>Labour</u> <u>Hire</u> <u>Worker</u> <u>Performanc</u> <u>e</u>	95% of Labour Hire Workers are achieving the expected performance standards.	As determined over [X] period by the Entity acting reasonably.	
		<u>Labour</u> <u>Hire</u> <u>Worker</u> <u>Retention</u>	[tbc]	[tbc]	
		<u>Labour</u> <u>Hire</u> <u>Worker</u> <u>Absences</u>	[tbc]	[tbc]	
47.	Timesheets (clause 28.2 and 28.3 of Schedule 2 (Labour Hire Services)) [Insert here if any Additional Requirements in relation to the for substance of Timesheets in accordance with clause 28.2 of Sc (Labour Hire Services)], or if not required insert 'No additional Timesheet form and substance requirements'. Insert here if the default Timesheet approval process position 28.3 of Schedule 2 (Labour Hire Services)) is changed, or if			n clause 28.2 of Schedule 2 nsert 'No additional s'. I process position under	
			ion insert 'No changes to the Schedule 2 (Labour Hire Se i		
48.	Knowledge	[Insert here if Se	ervice Provider/Labour Hire Wor	ker is required to:	



Item	Order for Service				
ILEIII	Order for Service				
	Transfer (clause 22.1(e))	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 the Australian Capital Territory (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, or if there are none, insert 'No additional Entity-Specific Policies'.			
53.	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 procurement valued at \$20 million or more, the Australian Industry Participation policy may apply]			
	Entity Information	n			



Item	Order for Service			
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 must be submitted to [insert email address for invoices] must contain [include any other requirements for the invoice e.g. 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]		
Name of authorised officer		Signature of authorised officer
Title of authorised officer		
Date		
Signed for and on behalf of [insert Service Provider's name], [insert Service Provider's ABN]		
Name of Service Provider's authorised representative		Signature of Service Provider's authorised representative
Title of Service Provider's authorised representative	J	
Date		