



## 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	
	<b>Service Provider's Details</b>	
1.	Service Provider's Name: Service Provider's Address: Service Provider's ABN or CAN: <b>Sent via:</b> [email]: [Service Provider's email address] Service Provider's Representative: <b>Name:</b> [Insert contact name] <b>Position:</b> [Insert title] <b>Address:</b> [Insert address, including postcode] <b>Email:</b> [Insert email address] <b>Contact number:</b> [Insert contact number, including area code] <b>Mobile:</b> [Insert mobile number]	
	<b>Entity's Details</b>	
2.	<b>Entity</b>	[Insert Entity name]
3.	<b>Entity ABN</b>	[Insert Entity ABN]
4.	<b>Order Number</b>	[Insert Entity's reference number for this Order for Services] [Insert CRIIS reference number]



Item	Order for Service	
5.	<b>Entity Representative</b>	<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> <p><b>CRIIS Timesheet Manager</b></p> <p>[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]</p> <p>Email: [Insert email address]</p>
6.	<b>Cost Centre</b>	[Insert Entity cost centre for Coordinated Procurement Fee recovery]
7.	<b>AusTender Reporting:</b>  <b>UNSPSC Category</b>	<b>80111600 - Temporary Personnel Services</b>
<b>Order Details</b>		
8.	<b>Order Commencement Date</b>	[Insert date the Order commences]
9.	<b>Order Term</b>	[The Order expires on [insert date] (Initial Term).
10.	<b>Options to extend</b>	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 at least 10 business days written notice to the Service Provider, prior to end of the Initial Term of this Order (Extension Period/s).
11.	<b>Transition Out Period and requirement for transition out plan</b>  (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 <b>Schedule 2 (Labour Hire Services)</b> 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]
<b>Engagement Type</b>		



Item	Order for Service										
12.	<b>Placement Service</b>  <i>Placement of a candidate as a non-ongoing APS employee</i>  (clause 15 of Schedule 2 (Labour Hire Services))	<p>[APS Equivalent classification]</p> <p>[Job Family]</p> <p>[Fee, GST exclusive]</p> <p>[Fee, GST inclusive]</p> <p>[Security Clearance Requirements]</p> <p>*Job role as specified in the <a href="#">APS Job Family Framework</a></p> <p><b>NOTE:</b> Due to the introduction of the <i>Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022</i>, 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.</p>									
13.	<b>Introduction Services</b>	<p>[APS Equivalent classification]</p> <p>[Job Family]</p> <p>[Fee amount GST exclusive]</p> <p>[Fee total GST inclusive]</p> <p>[Security Clearance Requirements]</p> <p>*Job role as specified in the <a href="#">APS Job Family Framework</a></p>									
14.	<b>Labour Hire Worker Fees – calculation of Contract Price</b>	<p>[Duplicate table per Labour Hire Worker required, delete table if labour hire workers are not being engaged under this Order]</p> <table> <tr> <th></th><th>Entity to complete</th><th></th></tr> <tr> <td>14.1</td><td>APS equivalent classification</td><td> <p>[APS XX / EL X / SES X]</p> <p>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.</p> </td></tr> <tr> <td>14.2</td><td>Referred or Non-referred Labour Hire Worker</td><td> <p>[Insert referred or non-referred]</p> <p>[If referred insert:</p> <p>Name of referred Labour Hire Worker</p> </td></tr> </table>		Entity to complete		14.1	APS equivalent classification	<p>[APS XX / EL X / SES X]</p> <p>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.</p>	14.2	Referred or Non-referred Labour Hire Worker	<p>[Insert referred or non-referred]</p> <p>[If referred insert:</p> <p>Name of referred Labour Hire Worker</p>
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14.2	Referred or Non-referred Labour Hire Worker	<p>[Insert referred or non-referred]</p> <p>[If referred insert:</p> <p>Name of referred Labour Hire Worker</p>									



Item	Order for Service		
			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]
		<b>Service Provider to complete</b>	<b>\$ per hour</b>
	14.10	Hourly amount paid to Labour Hire Worker (before tax, excluding compulsory superannuation contribution)	[\$ per hour]
	14.11	Casual Loading (if applicable)	[\$ per hour]
	14.12	<b>Agreed Base Salary - subtotal</b>	[\$ per hour]
	14.13	Workers compensation insurance	[\$ per hour]
	14.14	Payroll tax	[\$ per hour]



Item	Order for Service		
	14.1 5	Other statutory charges (specify what these are, if any)	[\$ per hour]
	14.1 6	Compulsory superannuation contribution	[\$ per hour]
	14.1 7	<b>Employment Oncosts - subtotal</b>	[\$ per hour]
	14.1 8	<b>Agreed Hourly Rate (Agreed Base Salary plus Employment Oncosts) - subtotal</b>	[\$ per hour]
	14.1 9	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)  <u>This must be expressed in this row as a GST exclusive amount</u>	[To be completed as per Head Agreement Schedule 3 (Pricing)] [\$ per hour]
	14.2 0	<b>Contract Price (hourly amount, exclusive GST)</b>  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.	\$
	14.2 1	<b>GST</b>	\$
	14.2 2	<b>Contract Price (hourly amount, inclusive GST)</b>	\$
	14.2 3	<b>Other employment costs</b> (by negotiation specified as a fixed price, inclusive of GST)	[\$]



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15.	<b>Bulk Engagements</b> (clause 6 of Schedule 2 (Labour Hire Services))	<p>[Indicate here if the Entity is engaging services on an 'express' basis in accordance with clause 6 of <b>Schedule 2 (Labour Hire Services)</b>, in which case set out:</p> <p>(a) the number and location of Labour Hire Workers to be provided; and</p> <p>(b) the mandatory pre-engagement checks and clearances that are required for those Labour Hire Workers,</p> <p>or, if bulk engagements are not to be used, insert 'Bulk engagements not to be used'.]</p>													
16.	<b>Total Fees Payable under this Order</b>	<p>[Insert the total amount of the Contract Price/s set out above plus any additional Fees agreed, both exclusive and inclusive of GST]</p> <p>Please ensure any commitment of funds considers the Coordinated Procurement Fee (CPF) payable to the Department of Finance.</p> <p>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)</p>													
<b>Details of the Labour Hire Worker(s)</b>															
17.	<p>[Service Provider to complete - insert details of Labour Hire Worker/s]</p> <table border="1"> <thead> <tr> <th>Name</th> <th>Labour Hire Worker Unique Identifier (obtained via CRIIS)</th> <th>Position Title</th> <th>Position Description</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>			Name	Labour Hire Worker Unique Identifier (obtained via CRIIS)	Position Title	Position Description								
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<b>Statement of Work</b>															



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18.	<b>Statement of Work</b>	<p>[Insert a detailed description of the Services required, including relevant background material such as information on the role(s) and business area, whether any licences/authorisations are required to provide the services and any reporting that may be required.]</p> <p>A separate Statement of Work may be referenced and attached]</p>
19.	<b>Deliverables</b>	<p>[Include details of any deliverables required]</p>
20.	<b>Subcontractors</b> (clause 22.1 of Schedule 2 (Labour Hire Services))	<p>[Insert details of approved Subcontractors for this Order, or insert 'Not Applicable']</p> <p>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 <b>Schedule 2 (Labour Hire Services)</b>. If there are no changes to the default requirements in clause 22.1, insert 'No changes to the default requirements in clause 22.1'.]</p>
21.	<b>Location</b>	<p>[Insert the full address, including post code, of the primary work location]]</p>
22.	<b>Governance Meetings</b> (clause 3.2 of Schedule 2 (Labour Hire Services))	<p>[Insert when the Service Provider is required to attend governance meetings in accordance with clause 3.2 of <b>Schedule 2 (Labour Hire Services)</b>.]</p>



Item	Order for Service	
23.	Payment Terms	<p>[Select the relevant payment terms – note that invoicing is the <b>default invoicing method</b> for Non-corporate Commonwealth Entities (NCEs)]</p> <p>[For NCEs:]</p> <p><u>Five calendar days</u> through the Peppol Framework.</p> <p><b>OR</b></p> <p>20 calendar days</p> <p>[For Entities other than NCEs: insert payment terms]</p>
24.	Invoicing (clause 14.4.2 (e))	<p>[the Entity will include any other information required in the invoice in accordance with 14.4.2 (e)]</p>
25.	Travel	<p>[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]</p>
26.	Entity Material	<p>[List any documents here or insert 'Not Applicable']</p>





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27.	<b>Confidential Information</b>	<p>[Include details in table below or insert Not Applicable]</p> <table border="1"> <thead> <tr> <th>Entity Confidential Information (for example)</th> <th>Period of Confidentiality</th> </tr> </thead> <tbody> <tr> <td>Entity data</td> <td>Indefinitely</td> </tr> <tr> <td>Any Personal Information held by the Entity</td> <td>Indefinitely</td> </tr> <tr> <td>Security Classified Resources</td> <td>Indefinitely</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>The Service Provider's Confidential Information</th> <th>Period of Confidentiality</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table> <p>[Information on confidentiality provisions is available at:  <a href="http://www.finance.gov.au/procurement/procurement-policy-and-guidance/buying/contract-issues/confidentiality-procurement-cycle/principles.html">http://www.finance.gov.au/procurement/procurement-policy-and-guidance/buying/contract-issues/confidentiality-procurement-cycle/principles.html</a> ]</p>	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						
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<b>Additional Requirements</b>																		
28.	<b>Medical Checks and Vaccinations</b> (clause 27 of Schedule 2 (Labour Hire Services))	<p>[The Entity should specify here whether a Labour Hire Worker must undergo a medical check and/or be vaccinated against specific diseases and whether the Service Provider must bear the costs of any medical checks and vaccinations of the Labour Hire Worker for the purposes of clause 27 of <b>Schedule 2 (Labour Hire Services)</b>, or if these are not required, insert 'Labour Hire Worker not required to undergo medical check and/or be vaccinated against specific disease' and/or 'Service Provider not required to bear the costs of any medical checks or vaccinations']</p>																
29.	<b>Overtime</b> (clause 29 of Schedule 2 (Labour Hire Services))	<p>[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'.]</p> <p>The Entity should also specify here whether it requires the Labour Hire Worker to undertake overtime hours in accordance with clause 29.2 of <b>Schedule 2 (Labour Hire Services)</b>. If overtime hours are permitted, specify what rates will apply in accordance with clause 29.4 of <b>Schedule 2 (Labour Hire Services)</b>, or if no overtime is permitted, insert 'No overtime permitted'.</p> <p>If the fees for any overtime are the Fees in <b>Schedule 3 (Pricing)</b>, specify that here.]</p>																
30.	<b>Work from Home or Flexible Work</b> (clause 23.3 of Schedule 2 (Labour Hire Services))	<p>[Identify if flexible work or work from home will be permitted, and set out expectations or limitations]</p>																



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31.	<b>Intellectual Property</b> (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.	<b>Personnel Requirements</b>	[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.	<b>Return of Confidential Information</b> (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.	<b>Entity software system, platform or solution</b> (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 <b>Schedule 2 (Labour Hire Services)</b> , or if a specific software system, platform or solution is not required, insert 'Specific software system, platform or solution is not required']
35.	<b>Entity Data Storage Requirements</b>	[Insert any Entity specific data storage requirement, for example whether data can or cannot be stored offshore]
36.	<b>Offshore access to and storage of Entity Material</b> (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.	<b>Security</b> (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.	<b>Additional Requirements - Security</b> (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.	<b>Pre-engagement checks</b> (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 <b>Schedule 2 (Labour Hire Services)</b> 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 <b>Schedule 2 (Labour Hire Services)</b> ']



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40.	<b>Drug or Alcohol Testing</b> (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 <b>Schedule 2 (Labour Hire Services)</b> or if no drug or alcohol testing is required, insert 'No Drug or Alcohol Testing required']
41.	<b>Process for Engaging Labour Hire Workers</b> (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 ( <b>Labour Hire Services</b> ) 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 <b>Schedule 2 (Labour Hire Services)</b> ']
42.	<b>Changes to Labour Hire Workers</b> (clause 7.1 of Schedule 2 (Labour Hire Services))	[Insert any changes to the default position under clause 7.1 of <b>Schedule 2 (Labour Hire Services)</b> 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 <b>Schedule 2 (Labour Hire Services)</b> ']
43.	<b>Other Employment Costs</b>	[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.	<b>Liability</b> (clause 19.1)	[The liability cap that applies for the purposes of clause 19.1 needs to be specified here.]
45.	<b>Entity Insurance Requirements</b> (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']



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46.	<b>Entity Service Levels</b>  (clause 8.2.1)	<p>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.</p> <p><b>[Insert any Entity Service Levels that apply to the Order.]</b></p> <p><b>Examples of Service Levels Entities may wish to consider are:</b></p> <table><tr><th>Service Level</th><th>Performance Measures</th><th>Calculation Method</th></tr><tr><td><u>Labour Hire Worker Suitability</u></td><td>80% of Labour Hire Workers nominated by the Service Provider are rated by the Entity Hiring Manager as suitable for the role and engagement.</td><td>As determined over <b>[X]</b> period by the Entity acting reasonably.</td></tr><tr><td><u>Labour Hire Worker Retention</u></td><td>90% of Labour Hire Workers complete the full term of their engagement for all accepted Contracts and Order Variations.</td><td>As determined over <b>[X]</b> period by the Entity acting reasonably.</td></tr><tr><td><u>Labour Hire Worker Performance</u></td><td>95% of Labour Hire Workers are achieving the expected performance standards.</td><td>As determined over <b>[X]</b> period by the Entity acting reasonably.</td></tr><tr><td><u>Labour Hire Worker Retention</u></td><td><b>[tbc]</b></td><td><b>[tbc]</b></td></tr><tr><td><u>Labour Hire Worker Absences</u></td><td><b>[tbc]</b></td><td><b>[tbc]</b></td></tr></table>		Service Level	Performance Measures	Calculation Method	<u>Labour Hire Worker 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 <b>[X]</b> period by the Entity acting reasonably.	<u>Labour Hire Worker Retention</u>	90% of Labour Hire Workers complete the full term of their engagement for all accepted Contracts and Order Variations.	As determined over <b>[X]</b> period by the Entity acting reasonably.	<u>Labour Hire Worker Performance</u>	95% of Labour Hire Workers are achieving the expected performance standards.	As determined over <b>[X]</b> period by the Entity acting reasonably.	<u>Labour Hire Worker Retention</u>	<b>[tbc]</b>	<b>[tbc]</b>	<u>Labour Hire Worker Absences</u>	<b>[tbc]</b>	<b>[tbc]</b>
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47.	<b>Timesheets</b>  (clause 28.2 and 28.3 of Schedule 2 (Labour Hire Services))	<p><b>[Insert here if any Additional Requirements in relation to the form and substance of Timesheets in accordance with clause 28.2 of Schedule 2 (Labour Hire Services)], or if not required insert 'No additional Timesheet form and substance requirements'.</b></p> <p><b>Insert here if the default Timesheet approval process position under 28.3 of Schedule 2 (Labour Hire Services) is changed, or if no change to default position insert 'No changes to the default position under clause 28.3 of Schedule 2 (Labour Hire Services)'.]</b></p>																			
48.	<b>Knowledge Transfer</b>  (clause 22.1(e))	<p><b>[Insert here if Service Provider/Labour Hire Worker is required to:</b></p> <p><b>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.</b></p> <p><b>If not required insert 'No additional Knowledge Transfer activities required']</b></p>																			



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49.	<b>WHS Plan</b> (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.	<b>Reporting to Entity</b> (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 <b>Schedule 8 (Reporting)</b> , or if not required insert 'No reports in respect of Labour Hire Workers required'.]												
51.	<b>Governing Law and Jurisdiction</b> (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.	<b>Use of AI Systems</b>	<p>[Agencies must include one of the following 2 options:</p> <p><i>Option 1: Insert the following if the Entity consents to the use of AI Systems and the Service Provider declares that AI Systems will be used in the delivery of the Ordered Services:</i></p> <p>a) “<b>AI System</b>” means the machine-based system that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments. Different AI Systems vary in their levels of autonomy and adaptiveness after deployment.</p> <p>b) The Service Provider must only use an AI System in the delivery of the Ordered Services:</p> <ul style="list-style-type: none"><li>• in accordance with the terms and conditions of the Contract, including terms relating to Intellectual Property rights, confidentiality, security, privacy and data usage and storage, and</li><li>• to the extent of and in accordance with the following specifications: <i>[insert table from Service Provider’s RFQ response, to the extent approved by the Entity]</i></li></ul> <table><tr><th>Category</th><th>Specifications</th></tr><tr><td><b>AI Systems</b></td><td><i>The names of the AI Systems that will be used (e.g. ChatGPT, Copilot)</i></td></tr><tr><td><b>Purpose and application</b></td><td><i>Description of how each AI System will be used to support the delivery of Ordered Services (e.g. drafting support, data analysis)</i></td></tr><tr><td><b>Extent of use</b></td><td><i>Outline of the scale of involvement of AI Systems in delivering the Ordered Services (e.g. limited support, automation of analysis)</i></td></tr><tr><td><b>Data handling</b></td><td><i>Identify if and what Commonwealth data or information would be input, processed or stored in the AI System, including the data location and security controls.</i></td></tr><tr><td><b>Governance and oversight</b></td><td><i>Outline the measures in place to ensure the safe and responsible use of AI Systems in delivery of the Ordered Services.</i></td></tr></table> <p>c) The Service Provider is fully responsible for the performance of the Contract regardless of any use of an AI System at any point in the delivery of the Ordered Services (including in the supply chain).</p>	Category	Specifications	<b>AI Systems</b>	<i>The names of the AI Systems that will be used (e.g. ChatGPT, Copilot)</i>	<b>Purpose and application</b>	<i>Description of how each AI System will be used to support the delivery of Ordered Services (e.g. drafting support, data analysis)</i>	<b>Extent of use</b>	<i>Outline of the scale of involvement of AI Systems in delivering the Ordered Services (e.g. limited support, automation of analysis)</i>	<b>Data handling</b>	<i>Identify if and what Commonwealth data or information would be input, processed or stored in the AI System, including the data location and security controls.</i>	<b>Governance and oversight</b>	<i>Outline the measures in place to ensure the safe and responsible use of AI Systems in delivery of the Ordered Services.</i>
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Item	Order for Service	
		<p>d) Where the Service Provider uses an AI System in the provision of the Ordered Services, it must conduct quality assurance checks on the AI System outputs to ensure they are accurate and reliable.</p> <p>e) The Service Provider must retain detailed records of the AI System used, the scope of the AI System's use in providing the Ordered Services, any data collected, processed and stored by the AI System and any systems that the AI System interacts with in connection with providing the Ordered Services.</p> <p>f) The Service Provider must promptly provide these records to the Entity if asked.</p> <p>g) The following AI System/s are <b>Banned AI Systems</b>:</p> <ul style="list-style-type: none"> <li>• DeepSeek products, applications and web services.</li> <li>• [Agencies to list any other banned AI Systems, including pursuant to any mandatory direction issued by the Department of Home Affairs]</li> <li>• The Service Provider must ensure that a Banned AI System is not used in the provision of the Ordered Services, including ensuring that a Banned AI System is not used in any part of the supply chain of the Ordered Services.</li> </ul> <p>h) If the Service Provider discovers that a Banned AI System has been used in the provision of the Ordered Services, the Service Provider must immediately notify the Entity and remove the Banned AI System from use. The Entity may immediately terminate the Contract under clause 26.1.1 of the Head Agreement if the Service Provider does not comply with (g) or (h).</p> <p><i>Option 2: If the Entity does not consent to the use of AI Systems or the Service Provider declares that AI Systems will not be used in the delivery of the Ordered Services, insert the following:</i></p> <p>The Service Provider must not use any AI Systems in the delivery of the Ordered Services.</p> <p><b>"AI System"</b> means the machine-based system that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments. Different AI Systems vary in their levels of autonomy and adaptiveness after deployment.</p>
53.	<b>Entity-specific policies</b> (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']
54.	<b>Other Additional Requirements</b>	[Include any other Additional Requirements, if applicable]
<b>Commonwealth Policy Requirements</b>		
55.	<b>Shadow Economy Policy</b>	[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]
56.	<b>Indigenous Procurement Policy</b>	[For procurements valued at \$7.5 million or more, insert that clause 16.4.3 of the Head Agreement applies]





Item	Order for Service	
57.	<b>Australian Industry Participation Plan</b>	[For procurement valued at \$20 million or more, the Australian Industry Participation policy may apply]
<b>Entity Information</b>		
58.	<b>Entity Address for Notices</b>	<b>Physical Address:</b> [Insert physical address for the Entity] <b>Postal Address:</b> [Insert the postal address for notices, if different to the physical address] <b>Email:</b> [Insert the email address for notices]
59.	<b>Entity Address for Invoices</b>	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]
<b>Service Provider Information</b>		
60.	<b>Service Provider Address for Notices</b>	<b>Physical Address:</b> [Insert physical address for the Service Provider] <b>Postal Address:</b> [Insert the postal address for notices, if different to the physical address] <b>Email:</b> [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

Date