



Australian Government

Commonwealth Contract – Services

Reference ID: PRC0017333

Customer

Customer Name: National Indigenous Australians Agency
Customer ABN: 30 429 895 164
Address: Charles Perkins House
16 Bowes Place
Phillip ACT 2606

Supplier

Full Name of the Legal Entity: Northern Territory Indigenous Business Network
Supplier ABN: 60 611 726 421
Address: Ground Floor, Development House
76 The Esplanade, Darwin NT. 0801
GPO Box 3200
Darwin NT 0801

Statement of Work

C.A.1 Key Events and Dates

This Contract commences on the Contract Start Date or the date this Contract is executed, whichever is the latter, and continues for the Contract Term unless:

- a) it is terminated earlier; or
- b) the Customer exercises the Contract Extension Option, in which case this Contract will continue until the end of the extended time (unless it is terminated earlier).

Event	Details
Contract Start Date:	4 April 2022
Contract Expiry Date:	30 June 2026
Contract Extension Option:	This Contract includes the following extension option(s): Two times one year extension options.

C.A.2 The Requirement

1. Introduction

- 1.1. The Commonwealth of Australia, represented by the National Indigenous Australians Agency (Customer), seeks to procure services from the Northern Territory Indigenous Business Network (NTIBN) (Supplier) to establish the Northern Territory Indigenous Business and Employment Hub (the Hub).
- 1.2. It is envisaged that the Hub will be accessed by 600 + Indigenous clients over the Contract term, including by Indigenous businesses and entrepreneurs who will require intensive coaching and assistance, by community organisations seeking business development support, and via a light touch referral offering to job-seekers and stakeholders looking to connect with Indigenous job seekers. The majority of services delivered will be for the start-up, development and growth of Indigenous businesses.
- 1.3. The framework of the Hub Model has been designed in consultation with Indigenous businesses and other stakeholders and has been operational since 2020, with the establishment of Hubs in Sydney, Perth and Adelaide. The Customer requires the Supplier to collaborate with other NIAA funded Hubs to deliver the highest quality service possible to Indigenous businesses. NIAA notes that unlike existing Hubs, the Darwin Hub will include satellite offices in remote and regional communities across the Northern Territory (NT) and will have an increased focus on delivering services on-line.
- 1.4. The Supplier will deliver the Hub in three project stages:
 - a. Stage 1, the Design Stage. In consultation with stakeholders, the Supplier will develop a range of operational plans, as per section C.A.2(d), that outline the design and implementation plan for the Hub. This is to be completed by 30 June 2022.
 - b. Stage 2, the Establishment Stage. The Supplier will implement the agreed plans developed during Stage 1. The Hub will be operational by 31 December 2022.
 - c. Stage 3, the Delivery Stage. The Supplier will operate the Hub, and the roll out of its satellite offices, delivering face-to-face and on-line services. The Hub will operate and deliver services from 31 December 2022 until 31 March 2026.

2. Model

- 2.1. The Supplier must ensure that the Hub acts as a one-stop shop to connect Indigenous businesses, entrepreneurs and job seekers to business and employment advice and opportunities. The Hub must be a culturally-safe and inclusive space where Indigenous people – especially women and youth (15-24 years of age) – can work, plan and strategise, meet with clients and access services, including in language using translators as appropriate.
- 2.2. The Hub must offer business mentoring and access to business development support. This may be provided by referrals to existing services or delivered through the Hub (directly or via sub-contracted service providers). The service to be delivered must be designed in consultation with an Advisory Committee and will be agreed with the Customer in the Design Stage.
- 2.3. In addition to a premise in Darwin, the Hub must work in partnership with local stakeholders to deliver operations from a minimum of three satellite locations in remote and regional NT. These additional offices must be easily accessible to clients, and be a place where clients can work and access on-line Hub services and attend meetings on-line. The offices may be operated on a part-time or full-time basis with the arrangement to be agreed in writing between the Supplier and the Customer in the Design Stage.
- 2.4. The Hub must offer services face-to-face and on-line using a digital platform. The on-line service offering must include a platform to deliver business coaching, business advice, host meetings and deliver training.
- 2.5. The Hub will play a key role in raising the profile of Indigenous businesses in the NT. The Hub and satellite offices must work proactively with key stakeholders and other businesses – especially those subject to procurement and employment targets – to connect them with Indigenous

businesses and job seekers. This could include brokering introductions and hosting networking events.

- 2.6. The Hub must use its networks to support connections between local employment service providers, Indigenous job seekers and stakeholders looking for new employees. Indigenous job seekers will be able to use the Hub facilities to access information on employment service providers, attend job interviews and prepare their job applications.

3. Requirements

Physical Requirements of the Hub and Satellite Offices

- 3.1 The Hub and satellite offices must provide a physical space where Indigenous businesses and job seekers can work on an ad-hoc or short-term basis and meet with their customers in a welcoming, culturally sensitive and safe environment.
- 3.2 The Hub is to be anchored in Darwin, with the physical location to be agreed in writing between the Supplier and the Customer before the Supplier enters into any leases, licenses, permits or other arrangements for the premises to deliver the Hub. The Supplier will consider accessibility, cost of parking, availability of public transport and proximity to other stakeholder organisations in this decision.
- 3.3 The Supplier must design the Hub lay-out in consultation with local stakeholders in the Design Stage of the project delivery. The Hub accommodation is expected to be multipurpose and have a flexible footprint. This must include areas for collaboration and networking as well as private spaces suitable for commercial-in-confidence discussions and on-line engagement.
- 3.4 The Customer and the Supplier will agree in writing the layout and floor plan of the facility. Facilities must include (without COVID-19 restrictions which may necessitate additional inclusions the Supplier must meet):
 - a. sufficient numbers of hot desks for clients' use;
 - b. meeting rooms, including a boardroom, able to be booked by businesses to meet with their customers and to host their business meetings (in person and on-line);
 - c. be configurable to host at least 50 people at training or networking events;
 - d. have appropriate bathroom facilities for business representatives and their clients;
 - e. provide modern office facilities including internet, video conferencing, whiteboards, printing and scanning facilities; and
 - f. provide hand sanitisers, cleaning products and basic catering such as water, tea, coffee, milk and sugar.
- 3.5 The satellite office locations will be in regional and remote NT. The location of each satellite office is to be agreed in writing by the Supplier and the Customer prior to the Supplier entering into any lease, license, permits or any other arrangement for the premise to be a satellite location for the Hub.
- 3.6 Location consideration will need to be given to the size and diversity of the local businesses, economic opportunities in the region and other business development programs servicing that location. Co-location and partnership with a local service provider or organisation would be ideal.
- 3.7 The Supplier must design the satellite office lay-out with local stakeholders in the Design Stage of the project delivery. It is expected the satellite offices will include a space in which clients can work, access video-conferencing facilities and can have commercial-in-confidence discussions. Where internet connectivity is a barrier, the Supplier is to consider new technology that may provide better internet connectivity, such as high-speed, low-latency orbiting satellites.

4 Stakeholders

- 4.1 The Supplier must develop the detailed design of the Hub, the satellite offices and Hub services, in consultation with local stakeholders, during the Design Stage.

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- 4.2 To do this effectively the Supplier must maintain or establish, working relationships with key stakeholders in the NT, including other service providers, employers, industry and community groups. The Supplier must also maintain strong relationships with service providers who could deliver a range of wrap-around support services, outside the scope of Hub services, which will be of benefit to clients.
- 4.3 The Supplier must work with the Customer to establish the Advisory Committee. The Advisory Committee will provide overall strategic advice and direction and represent the interests of local Indigenous business, organisations and the other providers of business support that operate in the NT.
- 4.4 The list of key stakeholders to be consulted will be agreed in the Design Stage and may include:
- The Northern Territory Government (NTG)
 - The Northern Territory Land Councils
 - Aboriginal Benefits Account (ABA)
 - Employment service providers
 - Office of the Register of Indigenous Corporations (ORIC)
 - Indigenous Business Australia (IBA)
 - Supply Nation
 - Indigenous Land and Sea Corporation (ILSC)
 - The Northern Australian Infrastructure Fund (NAIF)
 - The Darwin Innovation Hub
 - Industry Capability Network (NT)
 - Many Rivers
 - Australian Securities and Investment Commission (ASIC)

5 Eligible Customers

- 5.1 The Hub must provide services and support to the following eligible customers:
- a. Indigenous people wanting to start a business;
 - b. Indigenous businesses that are at least 50 per cent Indigenous owned;
 - c. Indigenous community organisations including but not limited to Indigenous Ranger groups, Prescribed Body Corporates, Indigenous broadcasters and Indigenous Art Centres;
 - d. Stakeholders with procurement and employment opportunities, including major suppliers to government, government entities and other large businesses;
 - e. Indigenous job seekers looking to connect with employment services; and
 - f. Employers looking to connect with Indigenous job seekers.
- 5.2 Any charging of fees to eligible customers for the above support must be agreed in writing between the Customer and the Supplier.
- 5.3 The key performance indicators to be agreed in the Design Stage must include specific targets for services provided to Indigenous female business owners and Indigenous youth.

6 Hub Management Services

- 6.1 The Supplier will provide the following services to eligible customers:
- a. Facilities management, including lease management, management and delivery of internal design and fit out, cleaning and property maintenance of the Hub and satellite offices.

- b. Front of house services to welcome and support users of the Darwin Hub and satellite offices, and ensure a safe and culturally sensitive working environment. This will include:
 - i. Meet and greet clients and visitors during agreed opening hours;
 - ii. Register and check-in users of the facilities;
 - iii. Oversee and support clients' use of meeting rooms and IT set-up for video and teleconferences;
 - iv. Coordinate refreshments for meeting room users (i.e. water, tea/coffee);
 - v. Coordinate translation services;
 - vi. Maintain and coordinate use of a pool of IT assets; and
 - vii. Provision and management of office consumables for clients as outlined in Section 3.4 (Physical Requirements of the Hub and Satellite Offices).
- c. Provide and manage on-line bookable office spaces and equipment such as hot desks, meeting rooms and equipment. This system should track use of room facilities over time including occupancy/usage rates.
- d. Design and manage platforms to deliver services on-line. On-line services should include delivering business advice, business training and streaming of relevant business information or training sessions.
- e. Any charging of fees to eligible customers for the above support must be agreed in writing between the Customer and the Supplier.

7 Indigenous Business Specific Services

- 7.1 The Supplier must consult with stakeholders in the Design Stage to confirm the business specific services it will provide. The Supplier is expected to provide business clients with a dedicated single point of contact, in the form of a Business Coach, to discuss their business aspirations and needs. Business Coaches will conduct an initial assessment to ascertain what services are best suited to the business.
- 7.2 Business Coaches will manage the delivery of any business assistance and capability-building services to the business client, either directly or via referral to a third party. This suite of services will be confirmed during the Design Stage and must include:
 - a. Incubation and start-up support – this may include business planning and the drafting of a business capability statement.
 - b. Business development support – this may include advice on procurement opportunities, targeting new markets and developing an on-line business presence e.g. social media and websites.
 - c. Business growth services – targeted at businesses with opportunities for growth, including assistance and advice on:
 - i. tendering and contracting;
 - ii. designing or improving products and services;
 - iii. integrating e-commerce into the business;
 - iv. establishing joint ventures; and
 - v. importing and exporting, and international investment.
 - d. Governance, risk and business management training.
 - e. Advice and culturally appropriate warm referrals to:
 - i. providers of financial and capital support (including grants, microfinance, concessional loans and guarantees, performance bonds, and de-risked finance products);
 - ii. industry and relevant networks (including chambers of commerce);

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- iii. appropriate education and training opportunities (including vocational training courses and tertiary education); and
- iv. other relevant business support programs and initiatives (including the New Enterprise Incentive Scheme, Entrepreneurs' Programme, Australian Small Business Advisory Service, Industry Growth Centres, and the ILSC's Our Land Our Future Program).

8 Indigenous Employment Specific Services

- 8.1 The Supplier must provide light touch employment services that complement local employment service providers. The Supplier must provide:
- a. Indigenous job seekers with referrals to employment service providers, access to the Hub facilities to prepare job applications, contact employers and participate in job interviews;
 - b. Employers seeking to recruit Indigenous job seekers with access to the Hub facilities to promote their vacancies, hold information sessions and to conduct interviews; and
 - c. Employment service providers with access to the Hub facilities to assist Indigenous job seekers with their job applications and interview preparation.

Important requirement: The Supplier must deliver the Hub so that the Hub does not duplicate services offered by employment service providers.

9 Supplier Requisites

- 9.1 The Supplier is required to:
- a. Establish and maintain stakeholder relationships with service providers that work with Indigenous businesses and job-seekers across the NT;
 - b. Establish and maintain relationships with service providers that will enable the Hub to make effective referrals to other organisations that can provide vulnerable clients with wrap-around services, which are outside the scope of the Hub, such as health services;
 - c. Establish and maintain relationships with other NIAA-funded Hubs to form a strong and integrated Hub network across Australia, including showing leadership in developing solutions to common problems;
 - d. Establish and maintain relationships with stakeholders across all industries relevant to the Northern Territory to identify, forecast and prepare businesses for a pipeline of procurement contracts;
 - e. Establish integrated software and data management strategies into business operations to enable accurate and efficient reporting against performance measures such as the data outlined in C.A.2(a); and
 - f. Establish strategies and plans as outlined in section C.A.2(d) in the Design Stage and to deliver and report against these strategies in the Establishment and Delivery Stages.
- 9.2 Engage a range of service providers that have experience in the Indigenous Business, employment and training sectors, including state and Commonwealth service providers, to either have a physical presence in the Hub or otherwise be connected to the Hub (Service Providers), so as to ensure that clients of the Hub have direct access to appropriate employment and related support services.
- a. In selecting Service Providers to be involved in the Hub, the Supplier must use a selection process that:
 - i. is fair, transparent and based on sound decision making;
 - ii. does not unfairly discriminate (directly or indirectly) against potential Service Providers (including SMEs) due to their size, ownership or location;
 - iii. is in the best interests of the target market;

- iv. promotes the efficient, effective, economical and ethical use of Commonwealth resources noting public monies are to be expended by the Customer to pay fees to the Supplier in accordance with this Contract; and
 - v. complies with any other requirements as notified by the Commonwealth from time to time.
- b. In addition to its obligations under clause C.A.2(h) of this Contract, the Supplier must not engage a Service Provider that is a Related Body Corporate of the Supplier, without the Customer's prior written approval.

10. Project Delivery

10.1 The Supplier is expected to undertake the Project over four years in three stages, as follows:

- a. Stage 1 – the Design Stage: The Supplier will develop a detailed design and implementation plan for the Hub, including documents listed in section C.A.2 (d). These documents will be drafted in consultation with stakeholders and submitted to the Customer by 30 June 2022;
- b. Stage 2 – the Establishment Stage: The Supplier will implement the agreed plans listed in section C.A.2(d). The Hub will be operational 31 December 2022;
- c. Stage 3 – the Delivery Stage: The Supplier will operate the Hub and will deliver face-to-face and on-line services to Indigenous businesses from the Hub in Darwin, agreed satellite locations and on-line. The Hub will operate from 31 December 2022 until 31 March 2026.

C.A.2(a) Standards

The Supplier must ensure that any goods and services provided under this Contract comply with all applicable Australian standards (or in its absence an international standard) including any requirements or standards specified in this Statement of Work. If requested by the Customer, the Supplier must enable the Customer, or an independent assessor, to conduct periodic audits to confirm compliance with all applicable Australian or international standards, including, but not limited to, those specified in this Statement of Work.

CA.2(a.1) Web Content Accessibility

As applicable, the Supplier must ensure that any website, associated material and/or online publications (where applicable) complies with the Web Content Accessibility Guidelines available at: <https://www.w3.org/WAI/intro/wcag>.

C.A.2(a.2) Performance Measures

To demonstrate progress towards achievement of the Requirement, the Supplier is required to comply with the following performance measures:

Performance Measures for Stage 1 are:

No.	Performance Measure	Performance metric
1	Agree Terms of Reference (ToR) scope and membership of the NT Hub Advisory Committee with the Customer within five working days and hold initial meeting within three weeks.	Advisory Committee membership and ToR agreed. Minimum of three Advisory Committee meetings held in Design Stage.
2	Engage with the Commonwealth and Northern Territory Government funded service providers to map out the existing provision of Indigenous Business and employment services and agree “warm referral” arrangements within eight	All relevant NT Government and Commonwealth Government areas in relation to Indigenous Business support and Indigenous employment are engaged with, as reasonably determined by the Commonwealth.
3	Milestone 1 delivered on time with regular engagement with the Customer and the Advisory Committee on developing the Operating Model for the Northern Territory Indigenous Business and Employment Hub.	Fortnightly updates provided at contract manager meetings. Draft Operational Model provided to the Customer on 1 June 2022 with final provided 30 June 2022.
	Participate in a data workshop, as scheduled by the Customer, to develop and use a common set of data definitions and collection methods for inclusion in performance reporting as outlined in C.A.2 (d).	As scheduled by the Customer.

Performance Measures for Stage 2 and 3 will be developed in consultation with the Supplier in the Design Stage and, once settled to the satisfaction of the Customer, will be notified by the Customer in writing to the Supplier and must then be complied with by the Supplier.

C.A.2(b) Security Requirements

The Supplier will be required to ensure all Hub employees, service providers and representatives hold a valid Working with Vulnerable People registration.

C.A.2(c) Work Health and Safety

Prior to commencement of this Contract, the Customer's Contract Manager and the Supplier's Contract Manager will identify any potential Work Health and Safety issues anticipated to arise during the term of this contract and assign management of each issue identified to the party best able to manage it. The Supplier will provide the Customer with a plan for approval.

Throughout the Contract Term, the Customer and the Supplier will proactively identify and cooperate to manage any Work Health and Safety issues that arise.

C.A.2(d) Delivery and Acceptance

Where the Customer rejects any deliverables under Clause C.C.11 [*Delivery and Acceptance*] the Customer will specify a timeframe in which the Supplier is required to rectify deficiencies, at the Supplier's cost, so that the deliverables meet the requirements of this Contract. The Supplier must comply with any such requirement. Rectified deliverables are subject to acceptance under Clause C.C.11 [*Delivery and Acceptance*].

The Supplier will refund all payments related to the rejected deliverables unless the relevant deliverables are rectified and accepted by the Customer.

If the Supplier is unable to meet the Customer's timeframe, the Customer may terminate this Contract in accordance with Clause C.C.16 [*Termination for Cause*].

Table C.A.2 (d.1) - Milestones

Milestone Description	Delivery Location and contact officer	Due Date
<p>Milestone 1: Design Stage</p> <p>The Supplier will co-design the operational model and suite of services for the Hub and satellites offices in consultation with stakeholders. This is to include at least three meetings with the Advisory Committee as per C.A.2(a.2)</p> <p>At the conclusion of the Design Stage, the Supplier must provide:</p> <ul style="list-style-type: none"> • Operational Model of the Northern Territory Indigenous Business and Employment Hub • Detailed Implementation Plan with budget and costings • Environmental Sustainability Plan • Governance and Accountability Framework • Staff Recruitment and Retention Plan • Data Management Strategy including: <ul style="list-style-type: none"> ○ Approach to privacy, software, data collection and management and cybersecurity ○ Planning and design for a client and stakeholder survey ○ Consulting with the Customer to ensure the approach to data management includes common data definitions used by the Customer. • Digital Strategy • Stakeholder Engagement Strategy: <ul style="list-style-type: none"> ○ to include Advisory Committee ToR and membership • Communication and Marketing Strategy 	<p>The Supplier is to email all listed documents to the Customer contact officer via their email listed at C.A.4.</p>	<p>30 June 2022</p>

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<ul style="list-style-type: none"> • Business Development Plan • Client Service Charter • Business Capability Building Package: <ul style="list-style-type: none"> ○ This must leverage Government policies and programs for the benefit of the target client group • Business Growth Package: <ul style="list-style-type: none"> ○ This must leverage Government policies and programs for the benefit of the target client group • Performance Framework: <ul style="list-style-type: none"> ○ Including key performance indicators for the Establishment and Delivery Stage 		
<p>Milestone 2: Establishment Stage</p> <p>Once the model is agreed, the Supplier must establish the Hub for operation, including but not limited, to:</p> <ul style="list-style-type: none"> • Lease and fit-out of agreed premises • Employment of key staff positions • Procurement of ICT equipment including software to support efficient data collection, reporting and surveying • Development of a digital platform noting other government initiatives in this space • Implementing marketing and business development plans • Design and implementation of standard operating procedures to guide staff and contractors delivering business and employment related services, for example travel, data capture/CRM, and ICT management 	Darwin	31 December 2022
<p>Milestone 3: Delivery Stage – Year 1 (including launch)</p> <ul style="list-style-type: none"> • The Supplier must operate and deliver Hub services across the NT with the establishment of a minimum of one satellite office • The Supplier must work with the Customer to launch the Hub and provide appropriate opportunities to Ministers and/or Government officials to attend and officiate 	Darwin, and in a minimum of one satellite office within the NT	31 December 2023
<p>Milestone 4: Delivery Stage – Year 2</p> <ul style="list-style-type: none"> • The Supplier must operate and deliver Hub services across the NT with the establishment of additional satellite offices (minimum two) 	Darwin, and in a minimum of two satellite offices within the NT	31 December 2024
<p>Milestone 5: Delivery Stage – Year 3</p> <ul style="list-style-type: none"> • The Supplier must operate and deliver Hub services across the NT with the establishment of additional satellite offices (minimum three); • Implementation Review 	Darwin, and in a minimum of three satellite offices within the NT	31 December 2025
<p>Milestone 6: Delivery Stage (final three months)</p> <ul style="list-style-type: none"> • Final period for delivery of Hub services • The Supplier will finalise administration and reporting updates for the Hub 		31 March 2026

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Reports

During the term of this Contract the Supplier must provide the Customer with reports as set out in the table below:

Table C.A.2 (d.2) - Reports

Report Type	Detailed Description	Due Date
<p>Quarterly Operational Report</p> <p>It is expected that this report will be auto-generated based on operational data inputted</p>	<p>Report will provide customer specific measures to track Hub activities including:</p> <p>Users of the Hub (total, Darwin and Satellite location/s);</p> <ul style="list-style-type: none"> • Number of existing Indigenous businesses registered with the Hub • Number of new Indigenous businesses registered in the reporting period • Number of emerging entrepreneurs registered with the Hub • Number of (individual) Indigenous female business owners registered with the Hub • Number of businesses with a minimum of 50% female Indigenous ownership • Number of young business owners being supported (aged 15-24) • Breakdown of Indigenous businesses supported by industry • Number of Indigenous community organisations being supported including a subset of: <ul style="list-style-type: none"> ○ Ranger Groups ○ Prescribed Body Corporates ○ Remote Broadcasters ○ Creative Industries ○ Art Centres ○ Tourism ○ Community Cooperatives <p>Hub Services provided:</p> <ul style="list-style-type: none"> • Number of coaching and mentoring services with information describing participants' age, gender and geographic location • Number of businesses being supported by the Business Capability Building Package • Number of businesses being supported by the Business Growth Package <p>Referrals provided:</p> <ul style="list-style-type: none"> • Other Commonwealth funded programs (sub-set list to be developed) • NTG programs (sub-set list to be developed) • Other programs • Hub's sub-contractors service providers, both in reporting period and contract period: 	<p>The report is to be emailed to the Customer contract manager on the second Monday after the end of each quarter</p> <p>The report may also be requested at other times to support the Customer's reporting obligations. This is likely to occur in or around January, April, and August each year</p>

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	<ul style="list-style-type: none"> ○ # of Indigenous owned service providers engaged and total cost ○ # of non-Indigenous owned service providers engaged and total cost <p>Type of support provided:</p> <ul style="list-style-type: none"> • Sub-list to be developed for example, tendering support, legal advice <p>Facilities use over the reporting period and over the contract period:</p> <ul style="list-style-type: none"> • Number of businesses using facilities • Number of hot desk bookings and utilisation rate • Number of boardroom bookings and utilisation rate • Number of meeting room bookings and utilisation rate <p>Events:</p> <ul style="list-style-type: none"> • Number of training and education events and the number of participants • Number of Industry networking events and the number of participants • Number of workshops and the number of participants <p>Stakeholder Engagement:</p> <ul style="list-style-type: none"> • Number of stakeholders engaged in reporting period and cumulative total over the life of contract • Number of contracts with stakeholders to generate procurement opportunities for businesses • Number of contracts with stakeholders to generate employment opportunities for Indigenous job seekers 	
<p>Quarterly Indigenous Participation Plan Report</p>	<p>Progress against the Indigenous Participation Plan reported via the Indigenous Procurement Policy Reporting Solution</p>	<p>Quarterly</p>
<p>Quarterly Performance Report</p>	<p>Performance report (provided to the Customer on a quarterly basis)</p> <p>Supplier's assessment of services required by clients that quarter:</p> <ul style="list-style-type: none"> • What services were in most demand by your Indigenous business clients? In terms of number of referrals and by value of services provided • What are reasons underpinning the demand for these services? • Was there any unmet demand for services required for business clients? What was the issue? • What measures are you implementing to address unmet demand or to find efficiencies? <p>Supplier's assessment on the impact of services delivered to clients that quarter (in general):</p> <ul style="list-style-type: none"> • If these services had not been provided what may have 	<p>The report is to be emailed to the Customer contract manager within two weeks after the end of each quarter.</p>

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	<p>been the impact?</p> <ul style="list-style-type: none"> • What complaints have been received this quarter? What was the outcome of your investigations into these complaints? • What success did clients report this quarter? What services provided by the Hub have clients attributed to their success? <p>Potential Impact of Tendering Support:</p> <ul style="list-style-type: none"> • Supplier to develop survey, in collaboration with the Customer, for businesses who received tendering support • Survey to ask what was the number and total estimated value of the contracts awarded? • Survey to ask what extent did these businesses attribute the support received from the Hub to their successful tender? <p>Results from survey to be reported to the Customer.</p> <p>Supplier's assessment on their engagement with Indigenous female business owners and youth (between 15-24 years of age):</p> <ul style="list-style-type: none"> • What percentage of services and events delivered were accessed by Indigenous female business owners and young business owners? How did you work to support Indigenous women and youth attend and access these services? • What percentage of services and events delivered were accessed by Indigenous business owners living in remote Australia? How did you work to support remote Indigenous women and youth attend and access these services? <p>Other:</p> <ul style="list-style-type: none"> • What is your assessment on opportunities in Darwin and regional/remote NT over the next 6 -12 months? How are you targeting these? • Please provide case studies highlighting the business growth of Hub clients. 	
<p>Annual Audited Financial Statements</p>	<p>Provision of a copy of the Supplier's independently audited annual financial statements in accordance with the auditing standards attesting that they are complete and accurate.</p>	<p>Annual</p>
<p>Client and Stakeholder Satisfaction Pulse Surveys</p>	<p>The Supplier is to undertake six-monthly client satisfaction pulse survey</p> <ul style="list-style-type: none"> • The survey will request ideas for continuous improvement and measure the extent to which Indigenous businesses registered with the Hub perceive that the services they have received from the Hub impacted their: <ul style="list-style-type: none"> ○ business; or ○ employment; or ○ organisation's ability to increase their Indigenous 	<p>Six monthly</p>

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	<p>engagement. (survey to be developed)</p>	
<p>Annual Report (multi-media) and <u>stakeholder surveys</u></p>	<p>The Annual Report will summarise the operations of the Hub over the past 12 months. It will include an overview of the interactions of the Hub with clients over the period and the outcomes that the Hub assisted clients to achieve during that time.</p> <p>The Annual Report may be a public document and may be published on the NIAA website.</p> <p>To ensure accessibility to information, the Annual Report is to be accompanied by a video message that may be made available to the public on the Customer’s website.</p> <p>The video is to outline the operations of the Hub, the interaction between the Hub and stakeholders in the NT and the outcomes the Hub assisted its clients to achieve. This should be suitable for use on social media platforms.</p> <p>The Hub is to design and deliver an annual survey to stakeholders. This survey will complement the pulse surveys sent bi-annually to business clients and will be designed to obtain additional feedback on the effectiveness of the Hub and to seek ideas for its improvement.</p>	<p>Annually</p>

C.A.2(d.3) Delivery and Acceptance - Additional Instructions

1. Approval of documentation

1.1 The Supplier must ensure that each document and report that it prepares is:

- a. accurate and fit for its intended purpose in accordance with the Contract;
- b. culturally sensitive;
- c. of a professional standard in terms of its presentation, accuracy, sufficiency of information and scope which meets or exceeds industry best practice; and
- d. current and accurate at the time of delivery.

1.2 If a document or report is identified in the Contract as being subject to the Customer’s approval, the following process applies:

- a. within 10 Business Days of being provided with the documentation by the Supplier, the Customer will give the Supplier notice that:
 - i. the documentation meets the Contract requirements; or
 - ii. the documentation does not meet the Contract requirements and the reasons why it does not meet those requirements;
- b. if the Customer gives the Supplier notice that the documentation does not meet the Contract requirements under Table C.A.2(d.2), the Supplier must correct the documentation so that it meets or exceeds the Contract requirements and resubmit a revised version to the Customer for review;
- c. the Customer shall not be required to pay the Supplier for all reviews, updates and resubmissions of documentation required under the above subclause;
- d. The Supplier must submit each document iteratively to the Customer for review, to enable the Customer to thoroughly review it for approval and with sufficient time for the Supplier to make further amendments as may be required to ensure approval of the relevant document by the applicable Milestone Date;

1.3 The Supplier acknowledges and agrees that all documents outlined are subject to the Customer’s approval and must be prepared consistent with the requirements set out for each document at C.A.2(d.2).

C.A.2(d.4) Dealing with delay

- 1.1 The Supplier must take all reasonable steps to prevent and minimise delay or other circumstances which may prevent it from delivering the Project in accordance with the Contract and to mitigate its losses due to any such delay or other circumstances.
- 1.2 If the Supplier considers, or the Customer advises the Supplier, that a Milestone Date or other performance date may not be satisfactorily achieved, the Supplier must give the Customer a written report within 5 Business Days which:
 - a. describes the nature of the delay, the anticipated duration of the delay and the Supplier's reasonable view of what caused or will cause the delay (including whether this is within the reasonable control of the Supplier);
 - b. states what the Supplier has done to mitigate the delay and any losses arising from the delay;
 - c. demonstrates that the Supplier cannot implement workarounds to meet the applicable Milestone Date or other performance date;
 - d. states whether the Supplier is seeking any extension of time or other change to the Contract as a consequence of the delay; and
 - e. details the measures that the Supplier proposes to use to ensure that:
 - f. the Delayed Obligation is met by any new date proposed by the Supplier (which will not exceed the anticipated duration of the delay);
 - g. the impact of the delay is minimised; and
 - h. future Milestone Dates and performance dates are not affected.
- 1.3 Subject to C.A.2(d.4) sub clauses 1.5, 1.6 and 1.7, the Supplier will be entitled to an extension of the date for performance of a Delayed Obligation where:
 - a. the Supplier gives the Customer a report complying with clause 1.2 above;
 - b. the delay actually delayed the Supplier in meeting the applicable date;
 - c. the delay was beyond the reasonable control of the Supplier;
 - d. the delay could not have been reasonably foreseen by the Supplier before entering into the Project Agreement; and
 - e. the Supplier complies with all reasonable directions of the Customer in relation to the delay, including to mitigate any losses or further delay.
- 1.4 Notwithstanding clause 1.3 and subject to clause 1.7, the Customer in its absolute discretion may agree to extend the date for performance of a Delayed Obligation.
- 1.5 Within 5 Business Days after receipt of a report complying with clause 1.2, the Customer will notify the Supplier of either:
 - a. if all of the requirements in clause 1.3 are met in relation to the Delayed Obligation or if clause 1.4 applies, the new date for performance of the Delayed Obligation will be determined in accordance with clauses 1.3 and 1.4; or
 - b. if any of the requirements in clause 1.3 are not met in relation to the Delayed Obligation, its decision (and reasons having regard to clause 1.3) not to extend the date for performance of a Delayed Obligation.
- 1.6 For the purposes of clause 1.5, the new date for the performance of the Delayed Obligation will be determined by the Customer in its absolute discretion as either:
 - a. the new date proposed by the Supplier in its report under clause 1.1; or

- b. the date that the Customer reasonably considers reflects the time required for the Supplier to perform the Delayed Obligation.

1.7 Unless and until:

- a. the Customer notifies the Supplier of an extension of the date for performance; and
- b. the parties execute a written variation to this Contract to change the applicable Milestone Date(s) or other performance date(s), then the original date for the Delayed Obligation will apply. The Supplier is responsible for any loss suffered by any potential or actual delay to the Project.

C.A.2(e) Meetings

The Supplier is required to attend meetings as follows:

Meeting Type	Position Required	Frequency	Teleconference/ Onsite	Location
Advisory Committee Meeting	Hub Manager	Fortnightly - during the Design Stage Monthly - during Establishment Stage Quarterly - during the Delivery Stages	Teleconference and/or on-site	Darwin
Contract Management Meeting	Contract Manager	Weekly during the Design Stage.	Teleconference and/or on-site.	Darwin
Annual Review	Senior Executive Officer and Hub Manager	Annually	On-site and Teleconference.	Canberra
Data Meeting	Contract Manager and Senior Executive Officer	Six-monthly	Teleconference	On-line
Workshop hosted by NIAA (in partnership with a Hub) to drive a community of practice approach for delivery of services to drive economic development.	Senior Executive Officer and Hub Manager	Annually	On-site	Location to be determined but could be Perth, Sydney, Adelaide, Canberra or Darwin.

C.A.2(f) Facilities and Assistance Offered by the Customer

The Customer will not make any facilities or assistance available to the Supplier.

C.A.2(g) Customer Material

The Customer will not provide any material.

C.A.2(h) Conflicts of Interest

The Supplier has declared that it has or may have real or perceived or potential conflicts of interest (COI) relevant to the performance of its obligations under this Contract. During the Contract Term the Supplier agrees to keep the Customer informed of all relevant details relating to potential COIs and implement appropriate COI management strategies as agreed with the Customer.

In addition to the Supplier's obligations under clause C.C.3 [*Conflict of Interest*], the Supplier also agrees to comply with any additional requirements notified by the Customer from time to time in relation to the management of this conflict.

C.A.2(i) Public Interest Disclosure

Public officials (including service providers under a Commonwealth contract) who suspect wrongdoing within the Commonwealth public sector can raise their concerns under the *Public Interest Disclosure Act 2013* (PID Act). Prior to making a disclosure, refer to information available at: <http://www.ombudsman.gov.au/about/making-a-disclosure/information-for-disclosers>.

All Public Interest Disclosure matters (relating to this procurement) should be referred to:

Name/Position:	Public Interest Declaration Officer
Email Address:	pid@niaa.gov.au

C.A.2(j) Complaints Handling

Any complaints relating to this procurement should be referred to:

Name/Position:	Complaints Officer
Email Address:	complaints@niaa.gov.au

C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed **\$11,000,000.00** as set out below.

Pricing associated with any contract variation or the exercise of an extension option will be negotiated at the time.

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C.A.3(a) Payment Schedule

Progress payments of the *Fixed Fees and Charges* (inclusive of any GST and all taxes and charges) will be made as follows:

Estimated Date	Milestone Description	Payment Amount GST Exclusive	Payment Amount GST Inclusive
On contract execution	On execution of contract to be acquitted against Delivery of: Milestone 1: Design Stage – inclusive of: <ul style="list-style-type: none"> • \$180,000 – Staffing and Intensive Policy/Program Development • \$200,000-250,000 – Design Contract (i2i) • \$30,000 – Advisory Committee • \$40,000 – Consultancy Customer acceptance of materials outlined in Milestone 1 at C.A.2(d) and achievement of KPI as outlined at C.A.2 (a)	\$500,000	\$550,000
30 June 2022	On commencement of the Establishment Stage and to be acquitted against Customer acceptance of materials outlined at C.A.2(d) Milestone 2 Establishment Stage and achievement of the Establishment Stage Performance Measures as at C.A.2(a.2). Includes: <ul style="list-style-type: none"> - lease, bond and fit out for Darwin Precinct facility. - Recruitment of Hub Manager and Marketing and Communications Manager NB: Budget to be finalised and approved during co-design phase.	\$2,000,000	\$2,200,000
31 December 2022	On commencement of the Delivery Stage (including launch) Year 1 and to be acquitted against Customer acceptance of materials outlined at C.A.2(d) Milestone 3: Delivery Stage – Year 1 and achievement of Delivery Stage KPIs.	\$2,330,000	\$2,563,000
31 December 2023	On commencement of the Delivery Stage – Year 2 and to be acquitted against Customer acceptance of materials outlined at C.A.2(d) Milestone 4: Delivery Stage – Year 2 and achievement of Delivery Stage KPIs.	\$2,500,000	\$2,750,000
31 December 2024	On commencement of the Delivery Stage – Year 3 and to be acquitted against Customer acceptance of materials outlined at C.A.2(d) Milestone 5: Delivery Stage – Year 3 and achievement of Delivery Stage KPIs.	\$2,670,000	\$2,937,000
	Total:	\$10,000,000	\$11,000,000

Released under the FOI Act by the National Indigenous Australians Agency (NIAA)

C.A.4 Contract Managers and Addresses for Notices

Contract Managers are responsible for issuing or accepting any written Notices under this Contract and are the contact points for general liaison.

C.A.4(a) Customer's Contract Manager:

The person occupying the position of: Adviser, Indigenous Business Sector Strategy

Currently: s22

Telephone: s22

Email Address: s22

Postal Address: National Indigenous Australians Agency

PO Box 2191

Canberra ACT 2600

C.A.4(b) Customer's Address for Invoices:

Addressee Name/Position Title: s22, Adviser, Indigenous Business Sector Strategy

Telephone: s22

Email Address: s22

Postal Address: National Indigenous Australians Agency

PO Box 2191

Canberra ACT 2600

The Customer's preferred method of invoicing is by email

C.A.4(c) Supplier's Contract Manager:

Name: s47F

Position Title: General Manager,
Indigenous Business Growth

Mobile: s47F

Email Address: s47F

Postal Address: GPO Box 3200,
Darwin, NT 0801

C.A.4(d) Supplier's Address for Notices

Name: s47F

Position Title: General Manager,
Indigenous Business Growth

Email Address: s47F

Postal Address: GPO Box 3200,
Darwin NT 0801

C.A.5 Subcontractors

Full Legal Name	Postal Address	ACN / ABN / ACNR	Services to be Performed
i2i Development Global Pty Ltd	s47F 37 Balaclava St Woolloongabba QLD 4102	ABN 35 630 070 503	Design Stage Develop operational plans, in collaboration with stakeholders, as outlined in C.A2 (d) Components of business services
Ironbark Aboriginal Corporation	631 Stuart Highway Building 1, Level 2 Berrimah NT 0828	ABN 36 934 790 547	Employment services
Northern Territory Chamber of Commerce	GPO Box 1825 Darwin NT 0801	ABN 36 160 572 513	Components of business service delivery and capability building

Additional Contract Terms

An executed contract will incorporate the Commonwealth Contract Terms and also the following Additional Contract Terms:

C.B.1 Intellectual Property

(a) For the purposes of this clause,

(i) "Intellectual Property Rights" means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are current or future or registered or capable of being registered, including without limitation in relation to, copyright, designs, trade marks (including unregistered marks), business and company names, domain names, database, circuit layouts, patents, inventions, discoveries, know-how, trade secrets and confidential information, but excluding Moral Rights.

(ii) "Existing Material" means the Supplier's existing Intellectual Property Rights in documentation that it uses to create the Material.

(iii) "Material" means documentation created by the Supplier and provided to the Customer in the course of delivering the Services.

(iii) "Third Party Material" means Intellectual Property Rights owned by third parties in documentation that the Supplier incorporates into the Material (if any).

(b) The Customer owns the Intellectual Property Rights in the Material created in delivering the Services under this Contract.

(c) To the extent the Supplier holds any Intellectual Property Rights in any Existing Material that is incorporated into the Material in the course of the Supplier delivering the Services, the Supplier hereby grants a non-exclusive, non-transferable, irrevocable, royalty-free licence to the Customer to enable the Customer to use the Material for any purpose contemplated by this Contract. The Supplier agrees to create, execute or sign any documents and perform all acts which may be necessary to give effect to this clause.

(d) The Customer grants to the Supplier a non-exclusive, non-transferable, irrevocable, royalty-free licence for this Contract Term to use the Intellectual Property Rights in the Material for the sole purpose of fulfilling its obligations under this Contract.

(e) If the Supplier incorporates Third Party Material into the Material, the Supplier must grant or obtain from the third party a grant of, a non-exclusive, irrevocable, royalty-free, perpetual, world-wide licence to the Customer to allow the Customer to use the Third Party Material (to the extent it is incorporated into the Material). Pre-existing Material and Third-Party Material incorporated into the Material to enable the Customer to receive the full benefit of the Goods and/or Services and the Material and to exercise its rights in relation to the Material.

(f) For the avoidance of doubt, nothing in this Contract has the effect of:

(i) transferring the Supplier's existing Intellectual Property Rights to the Customer.

C.B.2 Payment

The Customer must pay the amount of a Correctly Rendered Invoice to the Supplier within twenty (20) calendar days after receiving it, or if this day is not a business day, on the next business day.

C.B.3 Notifiable Data Breaches

Eligible Data Breach means an 'Eligible Data Breach' as defined in the *Privacy Act 1988* (Cth).

Personal Information means 'Personal Information' as defined in the *Privacy Act 1988* (Cth).

a) If the Supplier becomes aware that there are reasonable grounds to suspect that there may have been an Eligible Data Breach in relation to any Personal Information held by the Supplier as a result of this Contract or its provision of the Goods and/or Services, the Supplier agrees to:

Commonwealth Contract – Services

- (i) notify the Customer in writing as soon as possible, which must be no later than within three (3) days of becoming aware; and
 - (ii) unless otherwise directed by the Customer, carry out an assessment in accordance with the requirements of the *Privacy Act 1988* (Cth).
- b) Where the Supplier is aware that there are reasonable grounds to believe there has been, or where the Customer notifies the Supplier that there has been, an Eligible Data Breach in relation to any Personal Information held by the Supplier as a result of this Contract or its provision of the Goods and/or Services, the Supplier must:
- (i) take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any of the individuals to whom the Personal Information relates;
 - (ii) unless otherwise directed by the Customer, take all other action necessary to comply with the requirements of the *Privacy Act 1988* (Cth); and
 - (iii) take any other action as reasonably directed by the Customer.

C.B 4 Decision not to proceed

- a) The Supplier must provide the Hub in accordance with the Stages described in clause 10.1 of this Contract.
- b) The Customer may, at any time at its absolute discretion and in accordance with C.C.15, notify the Supplier that it will not proceed with:
- (i) the remainder of a Stage, in which case the Contract will terminate with effect from the date specified in the notice;
 - (ii) any subsequent Stage or Milestone as a whole, in which case the Contract will terminate with effect from the approval of the Agreement Material to be delivered by the Supplier to the Commonwealth in the immediately preceding Stage; or
 - (iii) any part of a subsequent Stage or Milestone, in which case the Supplier must continue to deliver those parts of that Stage from the date specified by the Commonwealth in the notice, in accordance with the Contract.
- c) If the Customer exercises its rights under C.C.15:
- i. the Supplier must immediately comply with any reasonable directions given by the Customer and do everything possible to mitigate its losses arising in consequence of termination of the Contract;
 - ii. the Customer will pay the Supplier:
 - 1. any Payment payable for the Milestones achieved up until the date of termination;
 - 2. reasonable costs (excluding loss of prospective income or profits and redundancy costs) actually incurred by;
 - a. the Supplier and directly attributable to the termination; and
 - iii. the Customer may, after giving notice C.C.15, elect to proceed with any Stage, or part of a Stage, without any assistance from the Supplier.

Contract Annex 1 – Supplementary Information

A.1. Indigenous Procurement Policy

A.1.1 Definitions

“**Indigenous Enterprise**” means an organisation that is 50 per cent or more Indigenous owned that is operating a business.

“**Indigenous Participation Plan**” means the plan set out at Annex 2.

“**Indigenous Procurement Policy**” means the Commonwealth policy to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy (see Indigenous Procurement Policy for more information).

“**Indigenous Procurement Policy Reporting Solution (IPPRS)**” means the online portal where Contractors report on their progress against their Mandatory Minimum Requirements under the Commonwealth’s Indigenous Procurement Policy.

A.1.2 Opportunities for Indigenous Australians

- a. It is Commonwealth policy to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy (see Indigenous Procurement Policy, for further information). Information about this policy was included in the ATM.
- b. The Supplier must use its reasonable endeavours to increase its:
 - i. purchasing from Indigenous enterprises; and
 - ii. employment of Indigenous Australians,
 - iii. in the delivery of the Goods and/or Services.
- c. The Supplier must comply with the Indigenous Participation Plan. The parties agree that a breach of the Indigenous Participation Plan is a breach of this Contract. The Customer must provide 20 business days written notice, and give a reasonable opportunity to the Supplier to rectify, any breach of the Indigenous Participation Plan before taking action under Clause C.C.16 of this Contract.
- d. Purchasing from Indigenous enterprises may include engagement of an Indigenous enterprise as a subcontractor and/or use of Indigenous suppliers in the Supplier’s supply chain.
- e. The Supplier must submit a written report to the Customer via the IPPRS on its compliance with the Indigenous Participation Plan, as follows:
 - i. at least once every quarter during the Term; and
 - ii. after the end of the Term (End of Term Report).
- f. The End of Term Report must identify whether the Supplier:
 - i. met the mandatory minimum requirements; and
 - ii. complied with the Indigenous Participation Plan.

If the Supplier did not meet the mandatory minimum requirements or did not comply with the Indigenous Participation Plan it must provide an explanation for its non-compliance.

- g. Throughout the term of the contract, the Supplier is responsible for managing the Suppliers access to the IPPRS reporting portal including by managing the:
 - i. enabling of its authorised personnel’s access; and
 - ii. disabling of its authorised personnel’s access.

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- h. The Supplier must comply with all reasonable directions issued by the Customer in relation to the Supplier's implementation of the Indigenous Participation Plan.
- i. If at any time the Customer reasonably believes that the Supplier :
 - i. may be or may become unable to comply with the Indigenous Participation Plan; or
 - ii. is unlikely to meet the mandatory minimum requirements as set out in the Indigenous Participation Plan, the Customer may require the Supplier to provide additional detail in relation to its implementation of and ability to comply with the Indigenous Participation Plan.
- j. Without limiting its other rights under the Contract or at law, any material failure by the Supplier to:
 - i. implement the Indigenous Participation Plan; or
 - ii. comply with a direction issued by the Customer under clause A.1.3 (h), will be a breach of this Contract. If the Supplier fails to remedy such breach after 20 business days the Customer may terminate this Contract.
- k. Notwithstanding any other clause of this Contract, the Supplier acknowledges and agrees that the reports it submits under clause A.1.3 (f):
 - i. will be recorded in the IPPRS, a central database that is able to be accessed by Commonwealth entities and may be made publicly available;
 - ii. will not be considered to be Contractor Confidential Information; and
 - iii. may be used by Commonwealth entities for any purpose, including for evaluation of an offer to provide Goods and / or Services to a Commonwealth entity.

A.1.3 Warranty

- a. The Supplier warrants that at the Commencement Date of the Contract, it is an Indigenous enterprise.

A.1.4 Notifiable Event

- a. The Supplier must provide the Customer with Notice if any of the following IPP Notifiable Events occur during the term of the Contract:
 - i. there is any change in the Contractor's status as an Indigenous enterprise, and
 - ii. there is any change in the Contractor's ownership.
- b. The Supplier must provide the Customer with Notice of an IPP Notifiable Event no later than 20 Business Days after the occurrence of each IPP Notifiable Event.

A.1.5 Change of Indigenous Ownership

- a. Where the Customer becomes aware, through any means whatsoever, of any IPP Notifiable Event, the Customer may, by Notice to the Supplier :
 - i. require the Supplier to provide information as reasonably required by the Customer in relation to the IPP Notifiable Event;
 - ii. request that the Supplier rectify the IPP Notifiable Event within 20 Business Days after the date of the Customer's Notice to the Supplier ; and/or
 - iii. request that the Supplier provide proof to the satisfaction of the Customer that the IPP Notifiable Event has been rectified.
- b. Where the Supplier fails to rectify the IPP Notifiable Event, the Customer may, at its sole and absolute discretion:
 - i. exercise termination rights under clause C.C.15; or
 - ii. take any other action the Customer considers appropriate in the circumstances.
- c. Where the Supplier fails to provide the Customer with Notice of an IPP Notifiable Event, the Customer may request the Supplier provide such Notice including any additional information as reasonably required.
- d. Notice has the same meaning as C.C.8.

Contract Annex 2 – Supplementary Information

A.2. Supplier Indigenous Procurement Policy

Indigenous Participation Plan

Mandatory Condition for Participation – Statement of Taxation Record

The Indigenous Procurement Policy (IPP) aims to stimulate Indigenous entrepreneurship, business and economic development, providing Indigenous Australians with more opportunities to participate in the economy. Mandatory minimum Indigenous participation requirements apply for all contracts delivered in Australia valued at or above \$7.5m across 19 sectors. More information on IPP requirements are available at: <https://www.niaa.gov.au/resource-centre/indigenous-affairs/ipp-guide2-suppliers>

Northern Territory Indigenous Business Network

This is an Indigenous Participation Plan submitted as part of the response to Tender (PRC0017333). If selected as the successful supplier following an evaluation of Tenders, NTIBN will meet the mandatory minimum requirements for the purposes of the Indigenous Procurement Policy:

At the contract-based level, in which regard at least:

- percentage of the Suppliers full time equivalent Australian-based workforce deployed on the contracted project must be Indigenous Australians over the Initial Term; and
- percentage of the value of the work performed under the Contract will be subcontracted to Indigenous enterprises over the Initial Term; or

At the organisation-based level, in which regard at least:

- 75% percentage of NTIBN's full time equivalent Australian-based workforce deployed on the contracted project must be Indigenous Australians over the Initial Term; and
- 25% percentage of the value of NTIBN's Australian supply chain will be subcontracted to Indigenous enterprises over the Initial Term.

To meet the mandatory minimum requirements for the purposes of the Indigenous Procurement Policy, the Supplier will insert details (which may include details of its current workforce / supply chain) at either / both the contract / organisation level and how it will go about meeting the requisite percentages to meet the mandatory minimum requirements. The Supplier should note that the mandatory minimum requirements are averages over the Initial Term of any resultant Contract and will accordingly need to detail their approach to achieving the specified targets over the Initial Term.

NTIBN is already meeting the mandatory minimum requirements of the Indigenous Procurement Policy at the organisation level and will commit to maintaining these levels throughout the life of the contract. NTIBN is 100% Indigenous owned, with a workforce that has not fallen below 90% Indigenous employment.

NTIBN's rate of Indigenous employment and Indigenous supplier use as at Tender Closing Date is:

- Indigenous employment: NTIBN is 100% Indigenous owned with a 90% Indigenous employment rate (4 of 5 full time staff).
- Indigenous supplier use: NTIBN is achieving over 25% value of our Australian supply chain subcontracted to Aboriginal Business Enterprises.

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NTIBN's commitment to Indigenous participation is demonstrated as follows:

NTIBN is committed to Indigenous employment, training, development and supply chain. As a 100% Indigenous owned entity, NTIBN recognises the critical importance of building a sustainable Indigenous local workforce and Indigenous supply chain - we are Indigenous centric!

NTIBN takes a CORE BUSINESS approach to Indigenous engagement to ensure we are creating a real and lasting economic impact for our people. We unapologetically preference local Indigenous people and businesses. We won't compromise on this.

Refer to our BlakOut Plan (Annexure 3.3) for our commitment to Indigenous participation.

NTIBN will meet the mandatory minimum requirements:

- Directly.
- Upon award, NTIBN will undergo a thorough recruitment process for Indigenous staff with position descriptions developed during design phase.

Supplier to detail its approach to meeting the mandatory minimum requirements directly or through subcontracts.

Upon award, NTIBN in consultation with key stakeholders will utilise the design period to ensure a project specific and targeted Indigenous Participation Plan for the term of the contract for sign-off by the client. It will mirror at its core the values espoused by NTIBN in preferencing Indigenous supply chain and Indigenous employment.

As detailed in our BlakOut Plan (refer Annexure 3.3).

Supplier proposes to ensure the Contract will deliver a significant Indigenous employment or Indigenous supplier use outcome in that Remote Area as follows:

The Supplier declares that the Indigenous enterprises referred to in the Indigenous Participation Plan submitted as part of this Tender are 50 per cent or more Indigenous owned.

Yes
No

Compliance with Indigenous Procurement Policy: NTIBN declares the following:

NTIBN has maintained an Indigenous employment rate of no less than 90% across our NT Indigenous owned entity since inception. Our BlakOut Plan is our ongoing plan for Indigenous engagement in Supply Chain and Employment.

We take our responsibility as the peak representatives of Indigenous businesses in the NT very seriously, and ensure that Aboriginal and Torres Strait Islander approaches are central to everything we do.

NTIBN has or has had the following contracts with the Commonwealth that included the Indigenous Procurement Policy mandatory minimum requirements:

NA - our contracts to date have not required an Indigenous Participation Plan

For the contracts referred to in this Declaration (if any), the Supplier has addressed the Indigenous Procurement Policy mandatory minimum requirements as follows:

fully met
partially met
not met
✓ 1 not applicable as Nil contracts undertaken

Released under the FOI Act by the National Indigenous Australians Agency (NIAA)

Commonwealth Contract Terms

C.C.1 Background:

The Customer requires the provision of certain Goods and/or Services. The Supplier has fully informed itself on all aspects of the Customer's requirements and has responded representing that it is able to meet the Statement of Requirement.

Some terms used in these *Commonwealth Contract Terms* have been given a special meaning. Their meanings are set out either in the *Commonwealth Contracting Suite Glossary* or in the relevant *Commonwealth Contract*.

C.C.2 Relationship of the Parties:

Neither party is the employee, agent, officer or partner of the other party nor, by virtue of this Contract, authorised to bind or represent the other party.

The Supplier must ensure that its officers, employees, agents or Subcontractors do not represent themselves as being an officer, employee, partner or agent of the Customer.

In all dealings related to the Contract, the parties agree to:

- (a) communicate openly with each other and cooperate in achieving the contractual objectives; and
- (b) act honestly and ethically; and
- (c) comply with reasonable commercial standards of fair conduct; and
- (d) consult, cooperate and coordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health and safety of workers and workplaces; and
- (e) comply with all reasonable directions and procedures relating to work health and safety, record keeping and security in operation at each other's premises or facilities whether specifically informed or as might reasonably be inferred from the circumstances.

C.C.3 Conflict of Interest:

The Supplier has either declared any real or perceived conflicts of interest that might arise; or states that no conflicts of interest exist, or are anticipated, relevant to the performance of its obligations under the Contract.

If any conflict or potential conflict arises during the Contract Term, the Supplier will immediately notify the Customer and comply with any reasonable Notice given to the Supplier by the Customer in relation to the conflict. As soon as practicable, any verbal advice must be followed by written confirmation.

C.C.4 Precedence of Documents:

The Contract is comprised of:

- (a) *Additional Contract Terms* (if any);
- (b) *Statement of Work*;
- (c) *Commonwealth Contract Terms*;
- (d) *Commonwealth Contracting Suite Glossary*; and
- (e) *Contract Annex 1 – Supplementary information* (if any),

unless otherwise agreed in writing between the parties.

If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence.

The Contract may be signed and dated by the parties on separate, but identical, copies. All signed copies constitute one (1) Contract.

C.C.5 Governing Law:

The laws of the Australian Capital Territory apply to the Contract.

C.C.6 Entire Agreement:

The Contract represents the Parties' entire agreement in relation to the subject matter, at the time this Contract was entered.

Anything that occurred before the making of this Contract shall be disregarded (unless incorporated into the Contract in writing). However, the Supplier represents that the claims made in its Response to the ATM were correct when made and remain correct.

The Parties agree that no agreement or understanding varying or extending the Contract will be legally binding upon either Party unless in writing and agreed by both Parties.

If either Party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay will not prejudice those rights.

C.C.7 Survival:

All Additional Contract Terms (if any), plus Clauses C.C.14 [*Liability of the Supplier*], C.C.17 [*Supplier Payments*], C.C.20 [*Transition Out*], C.C.22 [*Compliance with Commonwealth Laws and Policies*], C.C.22(A) [*Access to Supplier's Premises and Records*], C.C.22(F) [*Fraud*] survive termination or expiry of the Contract.

C.C.8 Notices:

A Notice is deemed to be effected:

- (a) if delivered by hand - upon delivery to the relevant address;
- (b) if sent by registered post - upon delivery to the relevant address; or
- (c) if transmitted electronically - upon actual delivery as evidenced by an acknowledgement of receipt from the recipient's system by any means (including by means of delivery receipt).

A Notice received after 5.00 pm, or on a day that is not a working day in the place of receipt, is deemed to be effected on the next working day in that place.

C.C.9 Assignment:

The Supplier may not assign any rights under the Contract without the Customer's written consent. To seek consent, the Supplier must provide the Customer with a Notice, which includes full details of the proposed assignee and the rights the Supplier proposes to assign.

To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty-eight (28) calendar days of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

C.C.10 Subcontracting:

Subcontracting any part of, or the entire Supplier's obligations under the Contract, will not relieve the Supplier from any of its obligations under the Contract.

The Supplier must ensure that Subcontractors specified in Item C.A.6 [*Subcontractors*] (if any) perform that part of the Services Specified in that item. Unless otherwise agreed by the Customer (in writing) the Supplier must not subcontract any part of its obligations under the Contract other than to Subcontractors named in Item C.A.6. The Supplier must ensure that specified Subcontractors (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.

At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly remove from involvement in the Contract any Subcontractor that the Customer reasonably considers should be removed.

Commonwealth Contract Terms

The Supplier must make available to the Customer the details of all Subcontractors engaged to provide the Goods and/or Services under the Contract. The Supplier acknowledges that the Customer may be required to publicly disclose such information.

The Supplier must ensure that any subcontract entered into by the Supplier, for the purpose of fulfilling the Supplier's obligations under the Contract, imposes on the Subcontractor the same obligations that the Supplier has under the Contract (including this requirement in relation to subcontracts).

C.C.11 Delivery and Acceptance:

The Supplier must provide the Goods and/or Services as specified in the *Statement of Work* and meet any requirements and standard specified in the *Statement of Work*.

The Supplier must promptly notify the Customer if the Supplier becomes aware that it will be unable to provide all or part of the Goods and/or Services specified in the *Statement of Work* and advise the Customer when it will be able to so.

Any Goods must be delivered free from any security interest. Unless otherwise stated in the Contract, Goods must be new and unused. Any Services must be provided to the higher of the standard that would be expected of an experienced, professional supplier of similar services and any standard specified in the *Statement of Work*.

The Customer may reject the Goods and/or Services within fourteen (14) calendar days after delivery or such longer period specified in the Contract at Item C.A.2(d) [*Delivery and Acceptance*], if the Goods and/or Services do not comply with the requirements of the Contract ("Acceptance Period").

If during the Acceptance Period circumstances outside the Customer's reasonable control cause a delay in the Customer's evaluation of the compliance of the Goods and/or Services with the Contract, the Customer may give the Supplier a Notice before the end of the original Acceptance Period, setting out the reason for the delay and the revised Acceptance Period date (which must be reasonable having regard to the circumstances causing the delay).

If the Customer does not notify the Supplier of rejection within the Acceptance Period (as extended if applicable), the Customer will be taken to have accepted the Goods and/or Services, though the Customer may accept the Goods and/or Services sooner. Title to Goods transfers to the Customer only on acceptance.

If the Customer rejects the Goods and/or Services, the Customer must issue a Notice clearly stating the reason for rejection and the remedy the Customer requires. No payment will be due for rejected Goods and/or Services until their acceptance.

C.C.12 Licences Approvals and Warranties:

At no cost to the Customer, the Supplier must obtain and maintain all Intellectual Property Rights, licences or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.

The Supplier must provide the Customer with all relevant third Party warranties in respect of Goods. If the Supplier is a manufacturer, the Supplier must provide the Customer with all standard manufacturer's warranties in respect of the Goods it has manufactured and supplied.

To the extent permitted by laws and for the benefit of the Customer, the Supplier consents, and must use its best endeavours to ensure that each author of Material consents in writing, to the use by the Customer of the Material, even if the use may otherwise be an infringement of their Intellectual Property Rights and/or Moral Rights.

C.C.13 Specified Personnel:

The Supplier must ensure that the Specified Personnel set out in Item C.A.5 [*Specified Personnel*] (if any) perform the part of the Services specified in that item. The Supplier must ensure that Specified Personnel (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.

At the Customer's reasonable request, the Supplier, at no additional cost to the Customer, must as soon as reasonably practicable replace any Specified Personnel that the Customer reasonably considers:

- (a) is not performing the Supplier's obligations under the Contract to the standard or within the timeframe reasonably required by the Customer;
- (b) is not a fit and proper person; or
- (c) is not suitably qualified to perform the Services.

Any Specified Personnel must be replaced with personnel that are acceptable to the Customer.

C.C.14 Liability of the Supplier:

The Supplier will indemnify the Customer and its officials against any claim, loss or damage arising in connection with any negligent or wilful breach of the Supplier's obligations or representations under the Contract.

The Supplier's obligation to indemnify the Customer and its officials will reduce proportionally to the extent that any act or omission, on the part of the Customer or its officials contributed to the claim, loss or damage.

The Supplier's liability under this clause shall not exceed the maximum applicable amount that applies to the claim loss or damage under a scheme operating under Schedule 4 of the *Civil Law (Wrongs) Act 2002* (ACT), or any corresponding State, Territory or Commonwealth legislation, that limits the civil liability of members of particular professions arising from the performance of their professional services, where the Supplier is a member of that scheme, and where that scheme applies to the Goods and/or Services delivered under the Contract.

The Supplier will maintain adequate insurances for the Contract and provide the Customer with proof when reasonably requested.

C.C.15 Termination or Reduction for Convenience:

In addition to any other rights either party has under the Contract,
(a) the Customer acting in good faith, may at any time; or
(b) the Supplier, acting in good faith, may notify that it wishes to, terminate the Contract or reduce the scope or quantity of the Goods and/or Services by providing a Notice to the other Party.

If the Supplier issues a Notice under this clause, the Supplier must comply with any reasonable directions given by the Customer. The Contract will terminate, or the scope will be reduced in accordance with the Notice, when the Supplier has complied with all of those directions.

If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in accordance with the Notice and comply with any reasonable directions given by the Customer.

Commonwealth Contract Terms

In either case, the Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions). The Customer will pay the Supplier for Goods and/or Services accepted in accordance with clause C.C.11 [Delivery and Acceptance] and item C.A.2(d) [Delivery and Acceptance] before the effective date of termination or reduction.

If the Customer issues a Notice under this clause, the Customer will also pay the Supplier for any reasonable costs the Supplier incurs that are directly attributable to the termination or reduction, provided the Supplier substantiates these costs to the satisfaction of the Customer.

Under no circumstances will the total of all payments to the Supplier exceed the Contract Price. The Supplier will not be entitled to loss of anticipated profit for any part of the Contract not performed.

C.C.16 Termination for Cause:

The Customer may issue a Notice to immediately terminate or reduce the scope of the Contract if:

- (a) the Supplier does not deliver the Goods and/or Services as specified in the Contract, or notifies the Customer that the Supplier will be unable to deliver the Goods and/or Services as specified in the Contract;
- (b) the Customer rejects the Goods and/or Services in accordance with clause C.C.11 [Delivery and Acceptance] and the Goods and/or Services are not remedied as required by the Notice of rejection;
- (c) the Supplier breaches a material term of the Contract and the breach is not capable of remedy;
- (d) the Supplier does not remediate a material breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier; or
- (e) subject to the Customer complying with any requirements in the Corporations Act 2001 (Cth), the Supplier:
 - (i) is unable to pay all its debts when they become due;
 - (ii) if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the Corporations Act 2001 (Cth); or
 - (iii) if an individual – becomes bankrupt or enters into an arrangement under Part IX or Part X of the Bankruptcy Act 1966 (Cth).

Termination of the Contract under this clause does not change the Customer's obligation to pay any Correctly Rendered Invoice.

C.C.17 Supplier Payments:

If the Supplier is required to submit an invoice to trigger payment, the invoice must be a Correctly Rendered Invoice.

The Supplier must promptly provide to the Customer such supporting documentation and other evidence reasonably required by the Customer to substantiate performance of the Contract by the Supplier.

Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.

If the Supplier owes any amount to the Customer in connection with the Contract, the Customer may offset that amount, or part of it, against its obligation to pay any Correctly Rendered Invoice.

C.C.18 Dispute Resolution:

For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (a) to (d) of this clause sequentially:

- (a) both Contract Managers will try to settle the dispute by direct negotiation;
- (b) if unresolved, the Contract Manager claiming that there is a dispute will give the other Contract Manager a Notice setting out details of the dispute and proposing a solution;
- (c) if the proposed solution is not accepted by the other Contract Manager within five (5) business days, each Contract Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These representatives will try to settle the dispute by direct negotiation;
- (d) failing settlement within a further ten (10) business days, the Customer will, without delay, refer the dispute to an appropriately qualified mediator selected by the Customer or, at the Customer's discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within fifteen (15) business days of the request.

Representatives for the Supplier and the Customer must attend the mediation. The nominated representatives must have the authority to bind the relevant party and act in good faith to genuinely attempt to resolve the dispute.

The Customer and the Supplier will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.

If the dispute is not resolved within thirty (30) business days after mediation commences, either the Supplier or the Customer may commence legal proceedings.

Despite the existence of a dispute, the Supplier will (unless requested in writing by the Customer not to do so) continue their performance under the Contract.

This procedure for dispute resolution does not apply to action relating to clause C.C.16 [Termination for Cause] or to legal proceedings for urgent interlocutory relief.

C.C.19 Transition In:

The Supplier must perform all tasks reasonably required to facilitate the smooth transition of the provision of the Goods and/or Services from any outgoing supplier to the Supplier.

C.C.20 Transition Out:

If the Contract expires or is terminated under clause C.C.16 [Termination for Cause] the Supplier must comply with any reasonable directions given by the Customer in order to facilitate the smooth transition of the provision of the Goods and/or Services to the Customer or to another supplier nominated by the Customer.

C.C.21 Compliance with Laws:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with the laws from time to time in force in any jurisdiction in which any part of the Contract is performed.

Commonwealth Contract – Services

Commonwealth Contract Terms

C.C.22 Compliance with Commonwealth Laws and Policies:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with all Commonwealth laws and policies relevant to the Goods and/or Services and must provide such reports and other information regarding compliance as reasonably requested by the Customer or as otherwise required by a relevant law or policy.

If the Supplier becomes aware of any actual or suspected breach of the requirements set out in clauses A to G below, it must:

- (a) immediately report it to the Customer and provide a written report on the matter within five (5) business days; and
- (b) comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.

A. Access to Supplier's Premises and Records: The Supplier must maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.

The Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's, or its Subcontractor's premises, personnel, documents and other records, and all assistance reasonably requested, for any purpose associated with the Contract or any review of the Supplier's or the Customer's performance under the Contract, including (but not limited to) in connection with a request made under the *Freedom of Information Act 1982* (Cth) or audit or review by the Australian National Audit Office. Unless the access is required for the purpose of a criminal investigation into the Supplier, its employees or subcontractors, the Customer will reimburse the Supplier's substantiated reasonable cost for complying with the Customer's request.

The Supplier must not transfer, or permit the transfer of, custody or ownership, or allow the destruction, of any Commonwealth record (as defined in the *Archives Act 1983* (Cth)) without the prior written consent of the Customer. All Commonwealth records, including any held by Subcontractors, must be returned to the Customer at the conclusion of the Contract.

B. Privacy Act 1988 (Cth) Requirements: In providing the Goods and/or Services, the Supplier agrees to comply, and to ensure that its officers, employees, agents and subcontractors comply with the *Privacy Act 1988* (Cth) and not to do anything, which if done by the Customer would breach an Australian Privacy Principle as defined in that Act.

C. Confidential Information: Other than information available in the public domain, the Supplier agrees not to disclose to any person, other than the Customer, any confidential information relating to the Contract or the Goods and/or Services, without prior written approval from the Customer. This obligation will not be breached where the Supplier is required by law or a stock exchange to disclose the relevant information or where the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation).

The Customer may at any time require the Supplier to arrange for its employees, agents or subcontractors to give a written undertaking relating to nondisclosure of the Customer's confidential information in a form acceptable to the Customer.

The Customer will keep any information in connection with the Contract confidential to the extent it has agreed in writing to keep such specified information confidential. The Customer will not be in breach of any confidentiality agreement if the Customer is required to disclose the information by law, a Minister or a House or Committee of Parliament.

D. Security and Safety: When accessing any Commonwealth place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Customer or of which the Supplier is, or should reasonably be aware. The Supplier must ensure that its officers, employees, agents and subcontractors are aware of, and comply with, such security and safety requirements.

The Supplier must ensure that all information, material and property provided by the Customer for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and is returned as directed by the Customer.

The Supplier acknowledges that unauthorised disclosure of security-classified information is an offence. Legislation (including, but not limited to, the *Criminal Code Act 1995* (Cth)) contains provisions relating to the protection of certain information and sets out the penalties for the unauthorised disclosure of that information.

E. Criminal Code: The Supplier acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995* (Cth). The Supplier must ensure that any subcontractor engaged in connection with the Contract is aware of the information contained in this clause.

F. Fraud: For the purposes of this clause, Fraud means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means.

The Supplier must take all reasonable steps to prevent and detect Fraud in relation to the performance of this Contract. The Supplier acknowledges the occurrence of Fraud will constitute a breach of this Contract.

If an investigation finds that the Supplier or its employees have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud by an employee or subcontractor, the Supplier must reimburse or compensate the Customer in full.

G. Taxation: The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.



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Commonwealth Contract – Services

Commonwealth Contracting Suite (CCS) Glossary

In the Commonwealth Contracting Suite:

A reference to:

- a) a clause in the form A.A.[x] – is a reference to a clause of the **Approach to Market**
- b) a clause in the form A.B.[x] – is a reference to a clause of the **Commonwealth ATM Terms**;
- c) an item in the form C.A.[x] – is a reference to an item in the **Statement of Work**;
- d) a clause in the form C.B.[x] – is a reference to a clause in the **Additional Contract Terms**;
- e) a clause in the form C.C.[x] – is a reference to a clause of the **Commonwealth Contract Terms** or the **Commonwealth Purchase Order Terms**, as the case may be.

“Additional Contract Terms” means the terms and conditions set out in the section of the Contract with the heading ‘Additional Contract Terms’.

“Approach to Market or ATM” means the notice inviting potential suppliers to participate in the procurement.

“Closing Time” means the closing time specified in clause A.A.1 [*Key Events and Dates*].

“Contract” means the documentation specified in clause C.C.4 [*Precedence of Documents*].

“Contract Extension Option” means an option of a Customer to extend the term of a Contract for one or more additional time periods.

“Contract Manager” means the contract manager for the Customer and/or Supplier (as relevant) specified in the Contract.

“Contract Price” means the total contract price specified in the Contract, including any GST component payable, but does not include any simple interest payable on late payments.

“Correctly Rendered Invoice” means an invoice that:

- a) is correctly addressed and calculated in accordance with the Contract;
- b) relates only to Goods and/or Services that have been accepted by the Customer in accordance with the Contract;
- c) includes any purchase order number, and the name and phone number of the Customer's Contract Manager;
- d) is for an amount which, together with all previously Correctly Rendered Invoices, does not exceed the Contract Price; and
- e) is a valid tax invoice in accordance with the GST Act.

“Customer” means a party specified in a Contract as a Customer.

“Delivery and Acceptance” means the process by which Goods and/or Services are delivered to a Customer and accepted by the Customer as meeting the terms specified in the Contract.

“General Interest Charge Rate” means the general interest charge rate determined under section 8AAD of the *Taxation Administration Act 1953* on the day payment is due, expressed as a decimal rate per day.

“Goods and/or Services” means:

- a) the Goods, Services, or Goods and Services and any Material specified in the Contract; and
- b) all such incidental Goods and Services that are reasonably required to achieve the purposes of the Customer as specified in the Contract.

“GST Act” means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

“GST” means a Commonwealth goods and services tax imposed by the GST Act.

“Intellectual Property Rights” means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are registered or capable of being registered.

Commonwealth Contract – Services**Commonwealth Contracting Suite (CCS) Glossary**

“Material” means any material brought into existence as a part of, or for the purpose of producing the Goods and/or Services, and includes but is not limited to documents, equipment, information or data stored by any means.

“Moral Rights” means the rights in *Part IX of the Copyright Act 1968 (Cth)*, including the right of attribution, the right against false attribution and the right of integrity.

“Notice” means an official notice or communication under the Contract in writing, from one Contract Manager and delivered to the other Contract Manager, at the postal address, or email address, or facsimile number set out in the Contract or as notified from time to time.

“Requirement” means the description of the Goods and Services described in:

- a) for the purposes of the Commonwealth ATM Terms the section of the Approach to Market with the heading ‘Requirement’;
- b) for the purposes of the Commonwealth Contract Terms the section of the Statement of Work with the heading ‘Requirement’;
- c) for the purposes of the Commonwealth Purchase Order Terms the document setting out the Goods and/or Services.

“Specified Personnel” means the personnel specified in the Contract or such other personnel who are accepted by the Customer in accordance with clause C.C.13 [*Specified Personnel*].

“Statement of Requirement” means the section of the Approach to Market with the heading ‘Statement of Requirement’.

“Statement of Work” means the section of the Contract, as the case may be, with the heading ‘Statement of Work’.

“Supplier” means a party specified in a Contract as a Supplier.

Contract Signing Page

The Parties agree that by signing this Commonwealth Contract – Services, they enter into a Contract comprising:

- a) Additional Contract Terms (if any);
- b) Statement of Work;
- c) Commonwealth Contract Terms;
- d) Commonwealth Contracting Suite Glossary; and
- e) Contract Annex 1 – Supplementary Information (if any).

EXECUTED as an Agreement

Signed for and on behalf of the Commonwealth of Australia as represented by National Indigenous Australians Agency (ABN 30 429 895 164) by its duly authorised representative in the presence of:	
Signature of Authorised Representative:	s22
Printed Name of Authorised Representative:	Julianne Merriman
Position of Authorised Representative:	Branch Manager- Business and Economic Policy
Date:	24 March 2022
Signature of Witness:	s22
Printed Name of Witness:	
Signed by Northern Territory Indigenous Business Network (ABN 60 611 726 421) by a duly authorised representative who warrants that they have the authority to sign this Agreement.	
Signature of Authorised Representative:	s47F
Printed Name of Authorised Representative:	
Position of Authorised Representative:	Chairperson
Date:	23.3.2022
Signature of Witness:	s47F
Printed Name of Witness:	

Released under the FOI Act by the National Indigenous Australians Agency (NIAA)

To: s22, EL2 Director, NT Strategy and Policy Central Group

APPROVAL TO VARY AN ARRANGEMENT

Subject: Northern Territory Indigenous Business Network (NTIBN) – PO45588685

RECOMMENDATIONS

That you:

- **AGREE** to vary the existing Contract with Northern Territory Indigenous Business Network (Supplier) and the Australian Government, represented by the National Indigenous Australians Agency (Customer), for the provision of services to establish the Northern Territory Indigenous Business and Employment Hub (the Hub) as detailed below.

AGREED / NOT AGREED / PLEASE DISCUSS

s22
EL2 Director
NT Strategy and Policy Central Group

11 / 06 / June 2025

Key Points:

1. This request was initiated by the NTIBN and has been supported by the NIAA.
2. I propose to vary the Contract as detailed in the attached Contract Variation Form.
3. This proposal is consistent with the original contract and the requirements of the Commonwealth Procurement Rules.
4. You have delegation to approve these changes.
5. The proposed changes have been discussed with the NIAA Legal Services Team, the NIAA Procurement Team and have been agreed in principle with the Supplier. I will ensure that any required AusTender reporting of the variation takes place within 42 days.

Contact Officer:

s22
EL1 Assistant Director
NT Strategy and Policy Central Group

s22

Date: 11 June 2025

CONTRACT VARIATION FORM

CONTRACT AMENDMENT #1

TO CONTRACT: Northern Territory Indigenous Business Network (NTIBN)
CONTRACT REFERENCE ID: PO45588685
AUSTENDER CONTRACT ID: [CN3869257](#)

For the provision of:

Services from the Northern Territory Indigenous Business Network (NTIBN) to establish the Northern Territory Indigenous Business and Employment Hub (the Hub).

Customer

Customer Name: National Indigenous Australians Agency
Customer ABN: 30 429 895 164
Address: Jacana House 39-41 Woods Street Darwin NT 0800
PO Box 9932 Darwin NT 0801

Contact Officer: s22
Position: EL1 Assistant Director
Branch/Division: NT Strategy and Policy Central Group
Telephone: s22
Email Address: s22

Supplier

Supplier Name: Northern Territory Indigenous Business Network
Supplier ABN: 60 611 726 421
Address: 76 The Esplanade, Darwin NT 0800
GPO Box 3200
Darwin NT 0801
Telephone: 1300 192 164
Email Address: admin@ntibn.com.au

Contract Details

There will be **no change** to the Contract term or value as a result of other Contract changes.

The Contract changes as agreed by the Customer and the Supplier by email are as follows:

Contract Term

Current Contract End Date:	30/06/2026
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Contract Value

	Contract Value (GST exclusive)	GST	Total Contract Value (GST Inclusive)
Current Contract Value (AUD)	\$10,000,000.00	\$1,000,000.00	\$11,000,000.00

Other Administrative Contract Changes

Clause Reference and Title	Old Text	Proposed New Text
Table C.A.2 (d.2) – Reports Quarterly Performance Report	Performance reported (provided to the Customer on a quarterly basis).	Bi-Annual Performance Report This report will be provided to the Customer on a six-monthly basis. The report will be emailed to the Customer Contract Manager within one month after the end of each six-monthly period. For clarity, the specified periods are: <ul style="list-style-type: none"> • 30 June 2025 • 30 December 2025 • 30 June 2026.
Table C.A.2 (d.2) – Reports Quarterly Operational Report	<p>Hub Services provided:</p> <ul style="list-style-type: none"> • Number of businesses being supported by the Business Capability Building Package. • Number of businesses being supported by the Business Growth Package. <p>Stakeholder Engagement:</p> <ul style="list-style-type: none"> • Number of contracts with stakeholders to generate 	<p>Six-monthly Operational Report</p> <p>Hub Services provided:</p> <ul style="list-style-type: none"> • Number of businesses being supported by referred specialist service. • Number of businesses being supported in-house. <p>Stakeholder Engagement:</p> <ul style="list-style-type: none"> • Number of engagements with stakeholders to generate procurement opportunities for businesses.

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	<p>procurement opportunities for businesses.</p> <ul style="list-style-type: none"> • Number of contracts with stakeholders to generate employment opportunities for Indigenous job seekers. <p>Due date:</p> <p>The report is to be emailed to the Customer Contract Manager on the second Monday after the end of each quarter (Jan-Mar, Apr-Jun, Jul-Sept, Oct-Dec).</p>	<ul style="list-style-type: none"> • Number of engagements with stakeholders to generate employment opportunities for Indigenous job seekers <p>Due date:</p> <p>The report is to be emailed to the Customer contract manager on the last day of the following month after the reporting period (31 July and 31 January).</p>
<p>Table C.A.2 (d.2) – Reports Annual Report (multi-media and stakeholder surveys)</p>	<p>Remove current text in its entirety.</p>	

Description of Contract Changes

As reflected in the contract changes above.

Signed for and on behalf of the National Indigenous Australians Agency

Customer's Contract Manager

Name:

s22

Signature:

s22

Date:

12 June 2025

Signed for and on behalf of Northern Territory Indigenous Business Network

Supplier's Contract Manager

Name:

s47F

Position:

General Manager

Signature:

s47F

Date:

11 June 2025