

# Department of Jobs, Precincts and Regions

Farm Business  
Resilience Program  
Supplier Register

## Invitation to Register (Invitation)

FY22-670

V1. Invitation to Register  
November 2022

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## Introduction

The Department of Jobs, Precincts & Regions (DJPR) drives economic development and job creation across Victoria, incorporating investment attraction and facilitation, trade, agriculture, creative industries, and resources.

Agriculture Victoria, within DJPR, is delivering the 'Farm Business Resilience Program'. Through this Program farmers, including farm managers and employees, will have access to subsidised learning and development opportunities in strategic business management, farm risk management and decision-making, natural resource management and personal and social resilience. The Program requires consultants (Suppliers) with relevant technical expertise to deliver components of the Program through to 30 June 2024 (Services). Examples of technical expertise may include succession planning, agricultural commodity marketing, human resource management, time and labour management, farm safety, farm finances, social responsibility in agriculture, natural resource management, climate risk, group facilitation and business management. Technical consultants will specialise in farm management in at least one of the following agricultural industries: livestock, dairy, cropping, horticulture, apiary and mixed farming systems.

Invitees may apply to be included as a supplier on a register of technical consultants (Register). Once an invitee is included on the Register, they become a Registered Supplier and may be engaged to perform Services via direct requests from DJPR as and when required.

## Purpose of Register

The purpose of the Register is to support the delivery of the Farm Business Resilience Program (FBRP). The Register will provide Agriculture Victoria with an understanding of suppliers with the required capabilities to support program delivery and enable rapid selection and engagement of suppliers when a specific need is identified.

There are two stages to the FBR Supplier Register:

**Stage 1:** Registration - Suppliers seeking to be included on the Register apply by completing and returning a registration form (see template registration form at Part C) (Registration Stage)

**Stage 2:** Request for Quotation (RFQ) - Suppliers included on the Register may be invited to respond to a RFQ for specific Services (Quotation Stage)

DJPR will assess the response of suppliers against evaluation criteria contained in the registration form and determine applicability to be included on the Register as a Registered Supplier. Suppliers will be notified of DJPR's determination.

Being included as a Supplier on the register does not guarantee work. Suppliers may be provided with and then be required to respond to, a RFQ for particular Services. The successful supplier(s) will enter into an agreement to deliver the work (Agreement).

DJPR makes no representation that:

- a supplier will be included on the Register as a Supplier;
- a Supplier included on the Register will be invited to quote for specific Services; or
- a Supplier invited to quote for specific Services will be asked to enter into an Agreement to perform those Services.

## Structure

This Invitation comprises the following:

|            |   |
|------------|---|
| Part A     | Conditions of Participation                             |
| Part B     | Scope of Register                                       |
| Part C     | Registration Form, Supplier Categories, Code of Conduct |
| Appendix 1 | Detailed Scope of Register                              |
| Appendix 2 | Registration Criteria                                   |
| Appendix 3 | Terms and Conditions                                    |

## Part A: Conditions of Participation

- (a) All invitees wishing to participate in the procurement process for the supply of Services must comply with the terms and conditions contained within this Invitation.
- (b) By applying to be included on the Register or responding to a request for quote, the invitee agrees to be bound by the terms and conditions contained within this Invitation.
- (c) The terms and conditions contained in this Invitation apply to:
  - (1) the Registration Stage and any information given, received or made available in connection with the Registration Stage, including any additional materials, revisions and addenda;
  - (2) the Quotation Stage and any information given, received, or made available in connection with the Quotation Stage, including any additional materials, revisions and addenda; and
  - (3) any communications (including any briefings, presentations, meetings or negotiations) relating to the Registration Stage or Quotation Stage.
- (d) The invitee agrees and acknowledges that:
  - (1) inclusion on the Register can be sought at any time during the operation of the Register;
  - (2) it must provide all the information requested in the Registration Form and ensure that it is accurate and not misleading; and
  - (3) the information provided by the invitee may be subject to investigation, reference checking, searches, interview, enquiries, and confirmation, and it is deemed to have authorised any such action.
- (e) The invitee agrees and acknowledges that inclusion on the Register remains in force until the earlier of:
  - (1) DJPR removing the Supplier from the Register;
  - (2) DJPR closing or dissolving the Register; or
  - (3) the Supplier sending an email to [FBRPRregister@agriculture.vic.gov.au](mailto:FBRPRregister@agriculture.vic.gov.au) requesting to be removed from the Register.
- (f) This Invitation is not an offer. It is a formal request for invitees to submit an invitee's response for the supply of services in response to DJPR's requirements in Part B. Nothing in this Invitation is to be construed as creating any binding agreement for the supply of services (express or implied) between DJPR and any invitee. No legal relationship will exist between DJPR and an invitee unless and until a binding agreement is executed by both parties.
- (g) DJPR may, in its absolute discretion:
  - (1) reject or accept any or all applications to be included on the Register;
  - (2) remove a Supplier from the Register;
  - (3) elect not to invite a Supplier to quote for specific Services or enter into an Agreement with any Supplier;
  - (4) alter the structure, scope and/or timing of the registration process; or
  - (5) vary or extend any time or date specified in this Invitation.
- (h) In addition to any other remedies available to it under law or contract, any failure to comply with the requirements set out in this Invitation will, in the absolute discretion of DJPR, entitle DJPR to disqualify an Invitee from the Invitation process

- (i) It is a pre-requisite to being included on the Register that the registration criteria set out in Appendix 2 are met.
- (j) This Invitation and the registration process is governed by the laws applying in the State of Victoria. Each invitee must comply with all relevant laws in preparing and lodging its invitee's response and in taking part in the registration process.

### **Invitation to Register Privacy Statement**

As part of your application, the Department of Jobs, Precincts and Regions (DJPR) is collecting personal information from you. Any personal information provided will be used to contact you regarding your application. If your application is successful, your personal information will be used to co-ordinate the establishment of the engagement with DJPR and will be retained for any future contact related to the service being provided.

Any personal information collected on behalf of third parties, must only be provided if their consent has been obtained for you to provide their personal information as part of your application. Please ensure they are aware of and consent to the contents of this privacy statement.

Any personal information collected, held, managed, used, disclosed or transferred will be held in accordance with the Privacy and Data Protection Act 2014 and other applicable laws. DJPR is committed to protecting the privacy of personal information. You may contact us to request access to your personal information, or for other concerns regarding the privacy of your personal information, by emailing DJPR's Privacy Unit at [privacy@ecodev.vic.gov.au](mailto:privacy@ecodev.vic.gov.au). DJPR's privacy policy is also available by emailing the Privacy Unit.

## Part B: Scope of Register

### **Background**

The Farm Business Resilience Program (FBRP) is one of eight foundational programs under the Future Drought Fund. The Program is jointly funded through the Australian Government's Future Drought Fund and the Victorian Government's Future Agriculture Skills Capacity Fund. The Program is being delivered in the 2022/2023 and 2023/2024 financial years.

The Program will build the strategic management capacity of farmers/farm managers and employees, and farm family members to prepare for and manage risks (short and longer term) associated with, drought, adapting to a changing climate and improving the farm business's economic, environmental and social resilience. It will take a proactive approach to promoting long term resilience, sustainable productivity and growth in farm businesses through supported learning and developing skills and knowledge.

Suppliers on the Register may be asked to provide participating farm businesses with training in strategic farm business management and planning, farm risk and informed decision making, natural resource management and personal and social resilience. Farm businesses will be encouraged to utilise self-assessment tools to benchmark and monitor their drought resilience and to identify areas for improvement. Some training activities will support farm businesses to develop or refresh an existing farm business plan. Businesses will have the opportunity to have their plan professionally reviewed. The provision of training, tools and information throughout the program will assist in building participants' farm business resilience to sustain productivity, manage future shocks, to better manage drought risk and adapt to climate change.

Delivery methods include group delivery both single day and multi day and one-on-one sessions.

The key learning areas of the program are outlined below, example delivery topics are provided but are not limited to what is listed.

1. **Strategic farm business management and planning** – Profitable decision making (including making decisions during drought), getting bank ready, financial literacy, market analysis, benchmarking and monitoring performance, action planning.
2. **Farm risk management and informed decision making** – Risk management (SWOT), seasonal and climate risk, climate adaptation, livestock, biosecurity, emergency preparedness, AgTech and using data.
3. **Natural resource management** – Soil and water management, crop/pasture and nutrient management, soil carbon, carbon emissions, stock containment areas, shelter and shade, farm planning, managing groundcover levels during drought (erosion risk, stock health).
4. **Personal and social resilience** – Succession planning, people management, work health safety, mental health, leadership development, time management, managing farm employees during drought.

### **Scope of Register of Services:**

The Register includes the facilitation of the following three services aligned to the key learning areas identified above to assist farmers across Victoria be prepared for and become more resilient to the impacts of drought and other associated shocks and risks. The three services required are:

1. Presentation of Subject Matter Expertise
2. Group Facilitation
3. One-on-one Facilitation.

## Service 1 – Presentation(s) on subject matter expertise (SME)

The delivery of workshop sessions in one or more of the key learning areas to assist farmers across Victoria be prepared for and become more resilient to the impacts of drought and other associated shocks and risks.

Participant recruitment, advertising, associated costs such as catering, venue and consumables and the collection of evaluation data will be conducted by an Agriculture Victoria employee or contractor.

### Workshop session/presentation specifics:

- Face to face or online in by agreement with the Agriculture Victoria project staff.
- Group based delivery.
- Delivery; up to 6 hours per day or online equivalent and appropriate preparation.
- Session delivery time flexible dependent on topic and delivery method.
- Provision of delivery materials to be provided to the Project staff prior to delivery.
- Delivery may focus on a single agricultural sector or multiple where appropriate.
- Delivery will occur in specific regional areas appropriate for Technical Consultant based on FBR delivery areas.
- Group planning activities must be incorporated in delivery where possible.
- Program branding must be consistent with the Future Drought Fund Co-branding guidelines.

### Key Deliverables

Preparation and delivery of workshop content as required by the Program, including service provider evaluation for the session(s) delivered; and/or

Presentation on SME:

- Effectively engage with participants
- Complete all reporting and evaluation requirements (feedback on business plans as required and service provider evaluation), and
- Reporting and feedback of program activity.

## Service 2 - Group facilitation

Group facilitation for Agriculture Victoria's Farm Business Resilience Program is required. This format may be co-delivered with Agriculture Victoria Staff and or another Technical Consultant by arrangement with project staff.

### Group facilitation specifics:

- Facilitating of group of 10-20 farmer participants. Option to support group delivery (e.g. group recruitment and administration tasks).
- Face-to-face or online delivery.
- Option for delivery of existing coursework resources provided by Agriculture Victoria (Farm Fitness Checklist, presentations, participant workbook and action plan documents)
  - Module 1: Planning for success
  - Module 2: Business success
  - Module 3: Successful people
  - Module 4: Managing resources in a changing climate
  - Module 5: Plan and review
- One to eight delivery days, up to 6 hours per day or online equivalent, appropriate preparation.
- Required technical and other skills and experience include group facilitation skills and an in-depth understanding of livestock, dairy, horticulture, cropping, apiary and/or mixed farming systems from an integrated technical, land management, people and financial perspective.

- Report on the delivery of the program activity, including evaluation feedback of individual sessions (templates will be provided), reviewing individual 'business plan' documents as required and overall program feedback to the Agriculture Victoria Group Facilitator and/or Project Lead (templates will be provided).
- Program branding must be consistent with the Future Drought Fund Co-branding guidelines.

### Key Deliverables

Preparation and delivery of specialist content to each group including service provider evaluation for the session (s) delivered; and/or Group facilitation:

- Facilitate the delivery of the program activity.
- Effectively engage with participants throughout the program activity (in and outside of sessions).
- Complete all reporting and evaluation requirements (individual feedback sessions, overall program, service provider evaluation).
- Reporting and feedback of the participant individual business plans (if this component is undertaken).
- Recruitment and administration may be required (where this is required participant information will be provided to Agriculture Victoria (to the specifications set by Agriculture Victoria).

### Service 3 – One-on-one sessions

The delivery of one-on-one sessions are required. The Technical Consultant must demonstrate appropriate experience as a consultant in the sector required.

#### One-on-one specifics:

- Engage in one-on-one services with individuals as required by Agriculture Victoria.
- Report on the details of the session, including details of the participants individual 'business plan' documents as required and evaluation of the session to the Agriculture Victoria Facilitator and/or Project Lead (templates will be provided).
- Administration and collection of evaluation data may be required and will be paid at administration rates quoted.

### Key Deliverables

- Delivery: Delivery of required one-on-one services within specified date period.
- Business plan: Feedback and reviewed individual business plans signed and dated for all participants (if this component is undertaken).
- All reporting/plans/evaluation documents submitted directly to the Project Lead via email or hard copy and will be deemed as proof of service for payment.

Please see **Appendix 1 Detailed Scope of Register** for further details about the FBRP.

## Part C: Registration Form

Suppliers seeking to join the Farm Business Resilience Program Register (Register) must complete, sign, and submit this form (Registration Form) to [FBRPRegister@agriculture.vic.gov.au](mailto:FBRPRegister@agriculture.vic.gov.au).

*Guidance notes are included in italics.*

Suppliers must complete all sections of the Registration Form including:

- Sections 1 – 5 Registration Details
- Attachment A – Supplier Categories
- Attachment B – Supplier Code of Conduct

*Failure to fully complete this Registration Form may result in a delay or denial of the supplier's registration.*

### Section 1 - Supplier Details

|    |  |                          |
|----|--|--------------------------|
| 1. | Full legal name of supplier<br><i>If you are a company acting as a trustee, provide your name in this format: ABC Pty Ltd as trustee for the XYZ Trust</i> |                          |
| 2. | Registered Business Name   |                          |
| 3. | Trading Name<br><i>If applicable</i>   |                          |
| 4. | Australian Company Number (ACN)<br><i>If registered in Australia</i>   |                          |
| 5. | Australian Business Number (ABN)<br><i>If conducting business in Australia</i>   |                          |
| 6. | Are you register for GST?  | YES/NO                   |
| 7. | Classifications  |                          |
|    | Indigenous owned<br><i>50% plus</i>  | YES/NO/PREFER NOT ANSWER |
|    | Small-to-Medium enterprise<br><i>Less than 200 employees</i>   | YES/NO                   |
|    | Local supplier<br><i>Based primarily in Victoria</i>   | YES/NO                   |
| 8. | Has <u>Attachment A – Supplier Categories</u> been completed?  | YES/NO                   |
| 9. | Has <u>Attachment B – Supplier Code of Conduct</u> been completed?   | YES/NO                   |

## Section 2 - Supplier Contact Details

|    |  |  |
|----|--|--|
| 1. | Registered Address<br><i>A PO Box is not acceptable</i>                  |  |
| 2. | Address of principal place of business<br><i>If different from above</i> |  |
| 3. | Primary Contact Details  |  |
|    | Name   |  |
|    | Position   |  |
|    | Mobile   |  |
|    | Desk Phone   |  |
|    | Email  |  |
| 4. | Secondary Contact Details  |  |
|    | Name   |  |
|    | Position   |  |
|    | Mobile   |  |
|    | Desk Phone   |  |
|    | Email  |  |

## Section 3 - Financial Viability & Insurances

Suppliers must demonstrate that they have the financial capacity to provide services within the scope of the Register. All questions in this section (and in this Registration Form more generally) are in relation to the supplier seeking registration on the Register. Please answer only Yes or No.

|    |   |        |
|----|---|--------|
| 1. | Are there any events, matters or circumstances which have arisen since the end of the last financial year which may significantly affect the operations of the supplier?  | YES/NO |
| 2. | Are there any mergers/acquisitions either recent (within the past 12 months) or imminent that may significantly alter the supplier's corporate structure?   | YES/NO |
| 3. | Are there any legal proceedings, either actual or threatened, against the supplier or any director of the supplier, or have there been any such proceedings in the past five years?   | YES/NO |
| 4. | Are there any current bankruptcy actions against the supplier, any of its directors, its parent or associated entities, or have there been any in the past five years?  | YES/NO |
| 5. | Are there any current de-registration actions against the supplier, its parent or associated entities, or have there been any in the past five years?   | YES/NO |
| 6. | Are there any current insolvency proceedings, actual or threatened (including voluntary administration, application to wind up, or other like action) against the supplier, its parent or associated entities, or have there been any in the past five years? | YES/NO |
| 7. | Is the supplier, its parent or associated entities currently in default of any agreement, contract, order or award that would or would be likely to adversely affect the financial capacity of the supplier?  | YES/NO |
| 8. | Are there any other factors that could adversely impact the financial status of the supplier?   | YES/NO |

*If you have answered "yes" to any of the questions 1-8, please provide more information here – attach further information if you need more space*

*Suppliers must demonstrate that they have adequate insurances in place to provide services within the scope of the Register. Insurances must be maintained whilst on the register.*

**Public Liability**

Insurance company:

Amount \$:

Policy Number:

Expiry Date:

Comment:

**Professional indemnity**

Insurance company:

Amount \$:

Policy Number:

Expiry Date:

Comment

**WorkCover**

Insurance company:

Amount \$:

Policy Number:

Expiry Date:

Comment:

#### Section 4 – Experience

*Suppliers should provide a summary of their capability and experience relating to the scope of the register.*

*Response to consider:*

- *Years and type of experience*
- *Relevant training / qualifications capability and capacity*
- *Links to relevant details on business website if applicable*

*Suppliers should also nominate one referee who can provide comment on their knowledge and expertise relating to the scope of the register. Max 350 words.*

Experience:

**Referee**

|    |  |        |
|----|--|--------|
| 1. | Name   |        |
| 2. | Company Name   |        |
| 3. | Email Address  |        |
| 4. | Phone Number   |        |
| 5. | Referee type (e.g. farmer client, employer)  |        |
| 6. | Is the referee aware they have been nominated?<br><i>Referees must be aware they have been nominated</i> | YES/NO |

## Section 5 – Commitments, Acknowledgements and Agreements

The supplier must:

- a. **commit** to the following, where a warranty is required;
- b. **acknowledge** the following, where an acknowledgement is required; and
- c. **agree** to the following, where an agreement is required

| Commitment / Agreement / Acknowledgement/Declaration  | Tick and initial                  |
|---|-----------------------------------|
| 1. The supplier <b>acknowledges</b> that inclusion on the Register is not a guarantee that the supplier will be asked to quote for, or enter into a contract to perform, any services.  | <input type="checkbox"/><br>----- |
| 2. The supplier <b>acknowledges and agrees</b> that any agreement for the supply of services that may be entered into will be governed by <b>DJPR Purchase Order Terms and Conditions</b> (available at Appendix 3).  | <input type="checkbox"/><br>----- |
| 3. The supplier <b>commits</b> to maintain insurance policies as required by any Agreement, for the entire period of the supplier's registration.   | <input type="checkbox"/><br>----- |
| 4. The supplier <b>acknowledges and agrees</b> to the Conditions of Participation set out in the Invitation to Register.  | <input type="checkbox"/><br>----- |
| 5. The supplier:<br><br>1. <b>acknowledges</b> that any personal information about the Supplier's contact person(s) or referee will be collected, held, managed, used, disclosed or transferred in accordance with the provisions of the Privacy and Data Protection Act 2014 (Vic) and other applicable laws (Use); and<br><br>2. <b>declares</b> that it has obtained the consent of the Supplier's contact person(s) and the referee to the Use of their personal information,   | <input type="checkbox"/><br>----- |
| 6. The supplier <b>acknowledges</b> :<br><br>1. the information provided by Suppliers in this Registration Form may be subject to assessment, reference checking, searches, interview, enquiries and confirmation. By submitting their Registration Form, a supplier is deemed to have authorised these activities.<br><br>2. their inclusion on the Register is subject to their satisfactory completion of the Registration Form and the Department of Jobs, Precincts and Region's assessment of the information;<br><br>3. the Department of Jobs, Precincts and Region may, at its absolute discretion, and for any reason, reject a supplier's application for inclusion on the Register; and<br><br>4. that if the supplier provides inaccurate information in this Registration Form, the Department of Jobs, Precincts and Region may immediately suspend the supplier from participation in the Register and remove the supplier from the Register at its absolute discretion. In addition, the Department of Jobs, Precincts and Region may pass any false and/or misleading information provided to the relevant authorities. | <input type="checkbox"/><br>----- |

|   |  |
|---|--|
| <b>Signatures</b>   |  |
| Supplier Name   | <i>[insert supplier name]</i>  |
| ABN   | <i>[insert supplier ABN or Other Registration Number from Section 1 of this Registration Form]</i> |
| The supplier identified above, on whose behalf this Registration Form has been completed and signed, acknowledges, guarantees and warrants (1) the accuracy of all details provided in this Registration Form; (2) the details provided in this Registration Form are true and correct; and (3) this Registration Form is a formal record of the supplier's intention to join the Register. |  |

**Signed by an authorised representative of the supplier who is authorised to submit the Registration Form for and on behalf of the supplier**

|  |                                  |
|--|----------------------------------|
| .....<br>Signature of authorised representative    | .....<br>Signature of witness    |
| .....<br>Name of authorised representative (print) | .....<br>Name of witness (print) |
| .....<br>Date                                      |                                  |

**Attachment A [Mandatory] Supplier Categories**

*In this Attachment the supplier must select the Register categories in which they specialise. Please tick [x] as applicable.*

|    | Category   | Capability   | Tick box                 |
|----|--|--|--------------------------|
| 1. | Delivery Location<br><i>Note: delivery location availability indicates all regions you would have the capacity to deliver to</i> | <b>Statewide</b>   | <input type="checkbox"/> |
| 2. |  | <b>Barwon South West</b> (Colac Otway, Corangamite, Glenelg, Regional City of Greater Geelong, Moyne, Queenscliffe, Southern Grampians, Surf Coast, Warrnambool regional city)         | <input type="checkbox"/> |
|    |  | <b>Gippsland</b> (Bass Coast, Baw Baw, East Gippsland, Latrobe Regional City, South Gippsland, Wellington)   | <input type="checkbox"/> |
|    |  | <b>Grampians</b> (Ararat, Ballarat Regional City, Golden Plains, Hepburn, Hindmarsh, Horsham Regional city, Moorabool, Northern Grampians, Pyrenees, West Wimmera, Yarriambiack)       | <input type="checkbox"/> |
|    |  | <b>Hume</b> (Alpine, Benalla, Greater Shepparton Regional City, Indigo, Mansfield, Mitchell, Moira, Murrindindi, Strathbogie, Towong, Wangaratta Regional City, Wodonga Regional City) | <input type="checkbox"/> |
|    |  | <b>Lodden Mallee</b> (Buloke, Campaspe, Central Goldfields, Gannawarra, Greater Bendigo regional city, Loddon, Macedon Ranges, Mildura Regional City, Mount Alexander, Swan Hill)      | <input type="checkbox"/> |
|    |  | <b>Port Phillip</b> (peri-urban Melbourne and other food production areas in the Port Phillip region)  | <input type="checkbox"/> |
|    | Exceptions   |  |                          |

|    | Category   | Capability                         | Tick box                 |
|----|--|------------------------------------|--------------------------|
|    | <i>Note: use this free field to record any exceptions to delivery capability (i.e. any shire areas you cannot delivery within a larger region)</i> |                                    |                          |
| 3. | Industry Experience<br><i>Note: please select all industry experience which you have demonstrable experience in</i>                                | Apiculture                         | <input type="checkbox"/> |
|    |  | Aquaculture                        | <input type="checkbox"/> |
|    |  | Berries                            | <input type="checkbox"/> |
|    |  | Beef                               | <input type="checkbox"/> |
|    |  | Cropping                           | <input type="checkbox"/> |
|    |  | Dairy                              | <input type="checkbox"/> |
|    |  | Grapes                             | <input type="checkbox"/> |
|    |  | Mixed farming                      | <input type="checkbox"/> |
|    |  | Orchard fruit                      | <input type="checkbox"/> |
|    |  | Pigs                               | <input type="checkbox"/> |
|    |  | Poultry and eggs                   | <input type="checkbox"/> |
|    |  | Other livestock                    | <input type="checkbox"/> |
|    |  | Orchard fruit                      | <input type="checkbox"/> |
|    |  | Sheep and lambs (meat)             | <input type="checkbox"/> |
|    |  | Sheep (wool)                       | <input type="checkbox"/> |
|    |  | Vegetables                         | <input type="checkbox"/> |
|    |  | Other                              | <input type="checkbox"/> |
|    |  | Non agricultural                   | <input type="checkbox"/> |
| 4. | Skillset<br><i>Note: please select all skillsets which you have demonstrable experience in</i>   | Farm management consultant         | <input type="checkbox"/> |
|    |  | Livestock management and feeding   | <input type="checkbox"/> |
|    |  | Biosecurity                        | <input type="checkbox"/> |
|    |  | Facilitation                       | <input type="checkbox"/> |
|    |  | Financial (banking) / book keeping | <input type="checkbox"/> |
|    |  | Business management                | <input type="checkbox"/> |
|    |  | Benchmarking and performance       | <input type="checkbox"/> |
|    |  | Market economist                   | <input type="checkbox"/> |

|    | Category   | Capability                                   | Tick box                 |
|----|--|--|--------------------------|
|    |  | Risk management                              | <input type="checkbox"/> |
|    |  | Farm safety                                  | <input type="checkbox"/> |
|    |  | Rural mental health                          | <input type="checkbox"/> |
|    |  | Emergency preparedness                       | <input type="checkbox"/> |
|    |  | Land management                              | <input type="checkbox"/> |
|    |  | Human resources                              | <input type="checkbox"/> |
|    |  | Succession planning                          | <input type="checkbox"/> |
|    |  | Climate risk                                 | <input type="checkbox"/> |
|    |  | Soil and land use capabilities               | <input type="checkbox"/> |
|    |  | Farm water and irrigation                    | <input type="checkbox"/> |
|    |  | AgTech and using data                        | <input type="checkbox"/> |
|    |  | On farm carbon and emissions                 | <input type="checkbox"/> |
|    |  | Pasture and nutrient management              | <input type="checkbox"/> |
|    |  | Leadership development                       | <input type="checkbox"/> |
|    |  | Mentoring                                    | <input type="checkbox"/> |
|    |  | Strategic planning                           | <input type="checkbox"/> |
|    |  | Protected cropping / Greenhouse horticulture | <input type="checkbox"/> |
|    |  | Farm planning                                | <input type="checkbox"/> |
|    |  | Other (please specify):                      | <input type="checkbox"/> |
| 5. | Delivery Format<br><i>Note: delivery style indicates the different delivery forums you would have the capacity to deliver to</i> | Face-to-face                                 | <input type="checkbox"/> |
|    |  | Online                                       | <input type="checkbox"/> |

**Notes:**

- i. Selections made on this Attachment A must be accurate and current as at the date the Registration Form is signed by the supplier. If registered, the supplier can make subsequent changes on Attachment A if they wish.
- ii. This Attachment A is an exhaustive list of all categories and services available on the Register as at November 2022. Any updates to this list will be reflected on the template for subsequent use, but will not require retrospective action, i.e. a registered supplier will not need to resubmit this Attachment A if categories or services are updated.

## Attachment B [Mandatory] - Supplier Code of Conduct

Victorian State Government's Supplier Code of Conduct is available at the Victorian Government Purchasing Board website: <http://www.procurement.vic.gov.au/Suppliers/Supplier-Code-of-Conduct-Updates> and amendments to the Code will also be made available at this website. To join the register you are required to familiarise yourselves with the Supplier Code of Conduct and must include a signed Commitment Letter in the form provided here

### COMMITMENT TO THE VICTORIAN STATE GOVERNMENT SUPPLIER CODE OF CONDUCT

1. I acknowledge that:
  - a. the Victorian State Government (**the State**) is committed to ethical, sustainable and socially responsible procurement;
  - b. the State has a Supplier Code of Conduct (**the Code**) that describes the State's minimum expectations of the conduct of its suppliers in relation to:
    - i. integrity;
    - ii. ethics and conduct;
    - iii. conflicts of interest;
    - iv. gifts, benefits and hospitality;
    - v. corporate governance;
    - vi. labour and human rights;
    - vii. health and safety; and
    - viii. environmental management;
  - c. the expectations set out in the Code are not intended to reduce, alter or supersede any other obligations which may be imposed by any applicable contract, law, regulation or otherwise;
  - d. to ensure that the Code remains current and relevant, it may be amended or updated by the State; and
  - e. the Code includes an ongoing expectation that suppliers (including my organisation) will raise concerns or otherwise seek clarification in relation to any aspects of the Code, including any updates or amendments to the Code.
2. On behalf of my organisation I:
  - a. confirm that the State's expectations of suppliers as set out in the Code are understood;
  - b. provide a commitment that if selected to supply goods and / or services to any State department or public body my organisation will:
    - i. periodically check with reasonable frequency for updates and amendments to the Code; and
    - ii. aspire to meet the State's expectations of Suppliers as set out in the Code, as updated or amended by the State.

.....  
Signature:

.....  
Name:

.....  
Position:

.....  
Organisation:

.....  
Date:

## Appendix 1: Detailed Scope and Scale of Services:

### Background of the Engagement:

The [Farm Business Resilience Program](#) (FBRP) is one of eight foundational programs under the Australian Government's Future Drought Fund.

The [Future Drought Fund](#) is a long-term investment fund that provides a sustainable source of funding to help Australian farmers and communities become more prepared for, and resilient to, the impacts of drought.

The Victorian Government, through Agriculture Victoria, has partnered with the Australian Government to deliver two Future Drought Fund programs, the Farm Business Resilience Program and the [Regional Drought Resilience Planning Program](#). Agriculture Victoria is also a member of the Victorian consortium of the [Drought Research and Adoption Program](#), which is led by the University of Melbourne.

Other Future Drought Fund programs and initiatives are being delivered include:

- [Drought Resilience Leaders](#) Program
- [Natural Resource Management Drought Resilience](#) Program – Landscape stream and grants.
- [Drought Resilience Self-Assessment Tool](#) - a free tool that enables farmers to assess their resilience.
- User engagement events for the [Climate Services for Agriculture](#) Tool

The FBRP is jointly funded through the Australian Government's Future Drought Fund and the Victorian Government's Future Agriculture Skills Capacity Fund. The Program is being delivered in the 2022/2023 and 2023/2024 financial years. The program is a continuation of the Farm Business Resilience Pilot Program which concluded on 30 June 2022.

The program will build the strategic management capacity of farmers/farm managers and employees, and farm family members to prepare for and manage risks (short and longer term) associated with, drought, adapting to a changing climate and improving the farm business's economic, environmental and social resilience. It will take a proactive approach to promoting long term resilience, sustainable productivity and growth in farm businesses through supported learning, and developing skills and knowledge, in areas including strategic business skills, risk management, natural resource management, and personal and social resilience.

Participating farm businesses will receive training in the following four key learnings areas; 1) strategic farm business management and planning, 2) farm risk and informed decision making, 3) natural resource management and 4) personal and social resilience. Farm businesses will be encouraged to utilise self-assessment tools to benchmark and monitor their drought resilience and to identify areas for improvement. Some training activities will support farm businesses to develop or refresh an existing farm business plan. Businesses will have the opportunity to have their plan professionally reviewed. The provision of training, tools and information throughout the program will assist in building participants' farm business resilience to sustain productivity, manage future shocks, to better manage drought risk and adapt to climate change.

The program will include short courses, workshops, webinars, field day sessions and farms walks to suit the varying needs of farmers and community groups.

This program, tailored to farm business participants' business and situation, is expected to have positive impacts on the self-reliance and viability of farm businesses in the face of all kinds of challenges by improving participant strategic farm business management, planning and decision making to increase their resilience to future droughts and other impacts.

## **Scope and Scale of Services:**

### **Service 1 – Presentation(s) on subject matter expertise (SME)**

#### **Key deliverables:**

The delivery of workshop (including webinars) sessions in one or more of the Program key learning areas to assist farmers across Victoria be prepared for and become more resilient to the impacts of drought and other associated shocks and risks.

Participant recruitment, advertising, associated costs such as catering, venue and consumables and the collection of evaluation data will be conducted by an Agriculture Victoria employee or contractor.

#### **Workshop session/presentation specifics:**

- Face to face or online in by agreement with the Agriculture Victoria project staff.
- Group based delivery.
- Delivery; up to 6 hours per day or online equivalent and appropriate preparation.
- Session delivery time flexible dependent on topic and delivery method.
- Provision of delivery materials to be provided to the Project staff prior to delivery.
- Delivery may focus on a single agricultural sector or multiple where appropriate.
- Delivery will occur in specific regional areas appropriate for Technical Consultant based on FBR delivery areas.
- Group planning activities must be incorporated in delivery where possible.
- Program branding must be consistent with the Future Drought Fund Co-branding guidelines.

#### **Business plan**

Participants will be encouraged and supported to develop or update existing business plans through all delivered activities, where practical. Plans will identify business strengths, weaknesses, opportunities and threats (SWOT) and short, medium and long terms goals to address the farm business's SWOTs. Business Plans will be informed by and incorporate relevant learnings from the modules/learnings of the Farm Business Resilience Program activities. After completing their plan, farm businesses will have the opportunity to have their business plan reviewed and receive feedback from appropriately skilled and qualified independent professional(s).

Plan feedback can be delivered verbally or in writing and completed during or outside of program activity sessions.

Plans can be reviewed during program activities, such as workshops, one-on-ones and other applicable activities. In workshops, participants may present their plan to the group and the Technical Consultant responsible for reviewing and providing feedback on the plan. Similarly, for one-on-ones, a participant may share and present their plan to the Technical Consultant during the session. For this method, provide feedback by mouth in the session. Technical Consultants will be required to use the *In Session Plan Reviewer Feedback Sheet* (template to be provided) to write down the key focus areas of the participants plan and the feedback they provided to the participants. This information will be required by the Technical Consultant to complete the Plan Review Evaluation Form.

Plans can also be reviewed outside of activities. For this method, participants send in their plan directly to the Technical Consultant responsible for reviewing their plans. The Technical Consultant then reads the plan and provides written feedback using the *Outside of Session Plan Reviewer Feedback Sheet* (template to be provided). This sheet is sent back to the individual participant by the Technical Consultant. The Technical Consultant will also need to complete the Plan Review Evaluation Form.

When reviewing individual plans, the Technical Consultant needs to focus on the quality and content of the plan. The reviewer should consider the following, as applicable, when reviewing individual plans:

- What are strengths of the participant's plan?
- Are there opportunities for improvement?
- Are there other potential risks or opportunities the participant could consider in their plan?
- Can the identified weaknesses be turned into opportunities?

- Does the plan consider drought risk?
- Does the plan consider the topics covered in the program activity the participant was involved in?
- Are the goals and actions S.M.A.R.T?
  - Specific – Is the goal specific about what the participant is trying to achieve?
  - Measurable – Are there indicators that can be measured to demonstrate the attainment of the goal?
  - Actionable – Are there actions that can realistically be applied, that will result in the goal being achieved?
  - Realistic – Does the goal make sense against the overall vision / intent of the plan?
  - Time constrained – Can the goal be achieved within a reasonable timeframe and in doing so contribute to achieving the overall vision within the expected time?

These questions will guide the feedback and recommendations the reviewer provides. Guided by the Plan Reviewer Feedback Sheet, the reviewer should provide general feedback, strengths of the plan, opportunities for improvement and some recommendations for the participant to consider.

Plans will include blank templates for the identifying of their business strengths, weaknesses, opportunities and threats (SWOT) and short, medium and long terms goals to address the farm business's SWOTs.

| Key Deliverables  | Milestone dates  |
|---|--|
| Preparation and delivery of workshop content as required by the program, including service provider evaluation for the session (s) delivered; and/or Presentation on SME: <ul style="list-style-type: none"> <li>• Effectively engage with participants</li> <li>• Complete all reporting and evaluation requirements (e.g. business plan and service provider evaluation), and</li> <li>• Reporting and feedback of the delivery of program activity.</li> </ul> | Invoicing can be made at the completion of each individual delivery session when all reporting requirements have been met at the discretion of the Agriculture Victoria Project Lead.<br><br>Within 30 days of the completion of the delivery of the presentation to a workshop. |

#### Indicative timeframe:

The Technical Consultant will be required to complete the sessions in a timely manner, within 30 days of the completion of all the agreed delivery. Feedback on the group session must be reported to the Agriculture Victoria Project Lead and/or project staff within 30 days of the workshop or webinar taking place. All sessions and reporting must be completed by 15 June 2024.

## Service 2 - Group facilitation

Group facilitation for Agriculture Victoria's Farm Business Resilience Program is required. This format may be co-delivered with Agriculture Victoria Staff and or other Technical Consultants by arrangement with project staff.

#### Key deliverables:

The facilitation of group session(s) aligned to the Program key learning areas to assist farmers across Victoria be prepared for and become more resilient to the impacts of drought and other associated shocks and risks.

Participant recruitment, administration, collection of evaluation data and advertising may be required and will be paid at administration rates quoted in the Request for Quotation.

#### Group facilitation specifics:

- Facilitating of group of 10-20 farmer participants. Option to support group delivery (e.g. group recruitment and administration tasks).
- Face-to-face or online delivery.

- Option for delivery of existing coursework resources provided by Agriculture Victoria (Farm Fitness Checklist, presentations, participant workbook and action plan documents)
  - Module 1: Planning for success
  - Module 2: Business success
  - Module 3: Successful people
  - Module 4: Managing resources in a changing climate
  - Module 5: Plan and review
- One to eight delivery days, up to 6 hours per day or online equivalent, appropriate preparation.
- Required technical and other skills and experience include group facilitation skills and an in-depth understanding of livestock, dairy, horticulture, cropping, apiary and/or mixed farming systems from an integrated technical, land management, people and financial perspective.
- Report on the delivery of the program activity, including evaluation feedback of individual sessions (templates will be provided), reviewing individual 'business plan' documents as required and overall program feedback to the Agriculture Victoria Group Facilitator and/or Project Lead (templates will be provided).
- Program branding must be consistent with the Future Drought Fund Co-branding guidelines.

### **Business plan:**

Participants will be encouraged and supported to develop or update existing business plans through all delivered activities, where practical. Plans will identify business strengths, weaknesses, opportunities and threats (SWOT) and short, medium and long terms goals to address the farm business's SWOTs. Business Plans will be informed by and incorporate relevant learnings from the modules/learnings of the Farm Business Resilience Program activities. After completing their plan, farm businesses will have the opportunity to have their business plan reviewed and receive feedback from appropriately skilled and qualified independent professional(s).

Plan feedback can be delivered verbally or in writing and completed during or outside of program activity sessions.

Plans can be reviewed during program activities, such as workshops, one-on-ones and other applicable activities. In workshops, participants may present their plan to the group and the Technical Consultant responsible for reviewing and providing feedback on the plan. Similarly, for one-on-ones, a participant may share and present their plan to the Technical Consultant during the session. For this method, provide feedback by mouth in the session. Technical Consultants will be required to use the *In Session Plan Reviewer Feedback Sheet* (template to be provided) to write down the key focus areas of the participants plan and the feedback they provided to the participants. This information will be required by the Technical Consultant to complete the Plan Review Evaluation Form.

Plans can also be reviewed outside of activities. For this method, participants send in their plan directly to the Technical Consultant responsible for reviewing their plans. The Technical Consultant then reads the plan and provides written feedback using the *Outside of Session Plan Reviewer Feedback Sheet* (template to be provided). This sheet is sent back to the individual participant by the Technical Consultant. The Technical Consultant will also need to complete the Plan Review Evaluation Form.

When reviewing individual plans, the Technical Consultant needs to focus on the quality and content of the plan. The reviewer should consider the following, as applicable, when reviewing individual plans:

- What are strengths of the participant's plan?
- Are there opportunities for improvement?
- Are there other potential risks or opportunities the participant could consider in their plan?
- Can the identified weaknesses be turned into opportunities?
- Does the plan consider drought risk?
- Does the plan consider the topics covered in the program activity the participant was involved in?
- Are the goals and actions S.M.A.R.T?
  - Specific – Is the goal specific about what the participant is trying to achieve?
  - Measurable – Are there indicators that can be measured to demonstrate the attainment of the goal?

- Actionable – Are there actions that can realistically be applied, that will result in the goal being achieved?
- Realistic – Does the goal make sense against the overall vision / intent of the plan?
- Time constrained – Can the goal be achieved within a reasonable timeframe and in doing so contribute to achieving the overall vision within the expected time?

These questions will guide the feedback and recommendations the reviewer provides. Guided by the Plan Reviewer Feedback Sheet, the reviewer should provide general feedback, strengths of the plan, opportunities for improvement and some recommendations for the participant to consider.

Plans will include blank templates for the identifying of their business strengths, weaknesses, opportunities and threats (SWOT) and short, medium and long terms goals to address the farm business's SWOTs.

| Key Deliverables   | Milestone dates   |
|--|---|
| Preparation and delivery of specialist content to each group including service provider evaluation for the session (s) delivered; and/or Group facilitation: <ul style="list-style-type: none"> <li>• Facilitate the delivery of the program activity.</li> <li>• Effectively engage with participants throughout program activity (in and outside sessions)</li> <li>• Complete all reporting and evaluation requirements (individual feedback sessions, overall program, service provider evaluation)</li> <li>• Reporting and feedback of the participant individual business plans (if this component is undertaken)</li> <li>• Recruitment and administration may be required (where this is required participant information will be provided to Agriculture Victoria (to the specifications required by Agriculture Victoria))</li> </ul> | Invoicing can be made at the completion of each individual delivery session at the discretion of the Agriculture Victoria Project Lead.<br><br>Within 30 days of the completion of the delivery of the program to a group |

#### Indicative timeframe:

The Technical Consultant will be required to complete the sessions in a timely manner, within 30 days of the completion of all the components of the program activity with the participant group. Feedback on the group session must be reported to the Agriculture Victoria Project Lead and/or project staff within 30 days of the session taking place. All sessions and reporting must be completed by 15 June 2024.

### Service 3 – One-on-one sessions

The delivery of one-on-one sessions are required. The Technical Consultant must demonstrate appropriate experience as a consultant in the sector required.

#### Key deliverables:

- Delivery: Delivery of required one-on-one services within specified date period.
- Business plan: Feedback and reviewed individual business plans signed and dated for all participants (if this component is undertaken).
- All reporting/plans/evaluation documents submitted directly to the Project Lead via email or hard copy and will be deemed as proof of service for payment.

**Business plan:**

Participants will be encouraged and supported to develop or update existing business plans through all delivered activities, where practical. Plans will identify business strengths, weaknesses, opportunities and threats (SWOT) and short, medium and long terms goals to address the farm business's SWOTs. Business Plans will be informed by and incorporate relevant learnings from the modules/learnings of the Farm Business Resilience Program activities. After completing their plan, farm businesses will have the opportunity to have their business plan reviewed and receive feedback from appropriately skilled and qualified independent professional(s).

Plan feedback can be delivered verbally or in writing and completed during or outside of activity sessions.

Plans can be reviewed during program activities, such as workshops, one-on-ones and other applicable activities. In workshops, participants may present their plan to the group and the Technical Consultant responsible for reviewing and providing feedback on the plan. Similarly, for one-on-ones, a participant may share and present their plan to the Technical Consultant during the session. For this method, provide feedback by mouth in the session. Technical Consultants will be required to use the *In Session Plan Reviewer Feedback Sheet* (template to be provided) to write down the key focus areas of the participants plan and the feedback they provided to the participants. This information will be required by the Technical Consultant to complete the Plan Review Evaluation Form.

Plans can also be reviewed outside of activities. For this method, participants send in their plan directly to the Technical Consultant responsible for reviewing their plans. The Technical Consultant then reads the plan and provides written feedback using the *Outside of Session Plan Reviewer Feedback Sheet* (template to be provided). This sheet is sent back to the individual participant by the Technical Consultant. The Technical Consultant will also need to complete the Plan Review Evaluation Form.

When reviewing individual plans, the Technical Consultant needs to focus on the quality and content of the plan. The reviewer should consider the following, as applicable, when reviewing individual plans:

- What are strengths of the participant's plan?
- Are there opportunities for improvement?
- Are there other potential risks or opportunities the participant could consider in their plan?
- Can the identified weaknesses be turned into opportunities?
- Does the plan consider drought risk?
- Does the plan consider the topics covered in the activity the participant was involved in?
- Are the goals and actions S.M.A.R.T?
  - Specific – Is the goal specific about what the participant is trying to achieve?
  - Measurable – Are there indicators that can be measured to demonstrate the attainment of the goal?
  - Actionable – Are there actions that can realistically be applied, that will result in the goal being achieved?
  - Realistic – Does the goal make sense against the overall vision / intent of the plan?
  - Time constrained – Can the goal be achieved within a reasonable timeframe and in doing so contribute to achieving the overall vision within the expected time?

These questions will guide the feedback and recommendations the reviewer provides. Guided by the Plan Reviewer Feedback Sheet, the reviewer should provide general feedback, strengths of the plan, opportunities for improvement and some recommendations for the participant to consider.

Plans will include blank templates for the identifying of their business strengths, weaknesses, opportunities and threats (SWOT) and short, medium and long terms goals to address the farm business's SWOTs.

| Key deliverables   | Milestone Dates   |
|--|---|
| <b>Delivery:</b><br>Delivery of required one-on-one sessions within specified date period. | Within 30 days of the scheduled appointment and completion of reporting requirement |

**Business plan (as applicable):**

Feedback and reviewed individual business plans signed and dated for all participants.

**Indicative timeframe:**

Delivery will occur between September 2022 and June 2024 at the discretion of the Agriculture Victoria Project Lead. The Technical Consultant will be required to deliver the required content to individuals or single farming businesses. Suppliers engaged in one-on-one sessions will be required to provide evaluation feedback (individual business plans, program evaluation completed by producers and service providers) and must be reported to the Agriculture Victoria Project Lead and/or project staff within 30 days of completion of the program delivery. All sessions and reporting must be completed by 15 June 2024.

## Appendix 2: Registration Criteria

To be included on the register the following registration criteria must be met:

|  |   |                          |
|--|---|--------------------------|
| Section 1- Supplier Details                  | All details to be completed, ABN Number to be checked   | <input type="checkbox"/> |
| Section 2 - Supplier Contact Details         | All details to be completed   | <input type="checkbox"/> |
| Section 3 - Financial Viability & Insurances | Financial Viability questions answered, Public liability, Professional Indemnity and Workcover Insurance details provided and current | <input type="checkbox"/> |
| Section 4 - Experience                       | Summary provided aligns with scope and Attachment A selections  | <input type="checkbox"/> |
| Section 5 – Commitments & Acknowledgements   | All details to be completed and signed  | <input type="checkbox"/> |
| Attachment 1 Supplier Categories             | At least one selection in each section made   | <input type="checkbox"/> |
| Attachment 2 Supplier Code of Conduct        | Must be completed and signed  | <input type="checkbox"/> |

## Appendix 3: Terms and Conditions

### Department of Jobs, Precincts and Regions: Purchase Order Terms and Conditions

These General Conditions apply to the supply of Goods and/or the provision of the Services:

1. **General:** The Supplier must supply the Goods and/or provide the Services specified in the Purchase Order, in accordance with the Specification and this Agreement for the Term.
2. **Order of Precedence:** In interpreting the documents which describe the Goods and/or Services, the following order of precedence will apply to the extent of any inconsistency:
  - (a) any formal contract for the provision of Goods and/or Services entered into by the parties;
  - (b) the Invitation (if any);
  - (c) the Purchase Order and any attachments; and
  - (d) these Terms and Conditions. If the inconsistency remains incapable of resolution by reading down, the inconsistent provisions will be severed from the Agreement without otherwise diminishing the enforceability of the remaining provisions of the Agreement.
3. **Term:** This Agreement commences on the date of the Purchase Order and continues until the Supplier has completed all its obligations under the Agreement and all payments required have been made, unless terminated earlier in accordance with the terms.
4. **Price:** The unit price for the Goods and/or Services is specified in the Purchase Order and is inclusive of all expenses, fees and taxes (excluding GST), for the Term.
5. **Invoicing and payment:**
  - (a) Unless otherwise agreed in writing, the Supplier must submit an invoice to the Department at the 'Bill to' address specified in the Purchase Order on acceptance of the Goods and/or completion of the Services. Each invoice submitted by the Supplier must contain all information required in a tax invoice for the purposes of the GST Act, together with such other information as the Department may reasonably require.
  - (b) Subject to clause 5(a), the Department will pay the undisputed invoiced amount, less any amount required by Law, within 30 days of receipt of an accurate invoice. If the Department disputes the invoice, it must notify the Supplier of the amount the Department believes is due for payment. The parties will endeavour to resolve any such dispute.
  - (c) Payment of an invoice is not to be taken as evidence that the Goods and/or Services have been supplied in accordance with the Agreement but must be taken only as payment on account.
  - (d) The Department will pay simple interest on a daily basis on any overdue undisputed amount on reasonable demand by the Supplier and not less than 30 days after receipt of an accurate invoice, at the rate for the time being fixed under the Penalty Interest Rates Act 1983 (Vic).
6. **Standards for Provision of Services:** In addition to complying with the general conditions under this Agreement, the Supplier must:
  - (a) provide fit for purpose Services in a timely and efficient manner using the standard of care, skill, diligence, prudence and foresight that would reasonably be expected from a prudent, expert and experienced provider of services that are similar to the Services;
  - (b) obtain all permits and licences, and meet all relevant standards required under the Specification or by Law or otherwise necessary to carry out the Services or supply the Goods;
  - (c) promptly notify the Department as soon as it becomes aware of any delay or possible delay in the supply of the Services;
  - (d) use appropriately skilled and qualified Personnel to provide the Services;
  - (e) act in good faith and in the best interests of Department; and
  - (f) provide any and all equipment necessary for the performance of the Services.
7. **Failure to Perform Services:** Without limiting any other available remedy, if the Supplier fails to provide any of the Services in accordance with the Agreement:
  - (a) the Department will not be required to pay for those Services (until they are provided correctly) and may require the Supplier to remedy any default or re-perform the Services within a reasonable time; and
  - (b) if the default referred to in this clause 7 is not capable of being remedied or the Services are not capable of being re-performed, or the Supplier fails within the time specified to remedy the default or re-perform the Services, Department may either have the Services remedied or re-performed by a third party or do so itself, and in either case, the Supplier must pay the reasonable costs incurred by Department in doing so.
8. **Delivery and Acceptance of Goods:** The Supplier must deliver the Goods to the Delivery Point by the Time for Delivery set out in the Purchase Order. Acceptance of the Goods by Department will not be taken to have occurred until Department acknowledges acceptance in writing to the Supplier.
9. **Rejection of Goods:**
  - (a) If the Goods do not conform to this Agreement:
    - i. the Department may reject the Goods within 30 days of delivery to the Delivery Point by written notice giving reasons; and
    - ii. the Supplier must, at its cost, collect and remove any Goods that have been rejected as soon as practicable or Department may return the Goods to the Supplier at the Supplier's expense.
  - (b) If Department does not accept or reject the Goods within 30 days of delivery to the Delivery Point, delivery will be deemed to have then occurred.
10. **Warranties in relation to Goods:** The Supplier warrants that:
  - (a) it has the right to sell, and transfer title to and property in the Goods to Department;
  - (b) the Goods:
    - i. are new (unless otherwise specified in writing by the Department) and fit for the purpose stated in the Purchase Order (or, if no purpose is stated, the purpose for which the Goods would ordinarily be used);
    - ii. conform in all respects with the Specification and this Agreement;
    - iii. are free from defects (including defects in installation); and
    - iv. are of merchantable quality and comply with all Laws, and
  - (c) if provided for in the Specification or Purchase Order, the Supplier has obtained the benefit of any manufacturer's warranties for Department.
11. **Title and Risk:** Title in the Goods will pass to Department upon acceptance of the Goods. Risk in the Goods will pass to Department when the Goods are delivered to the Delivery Point.
12. **Other General Warranties:** The Supplier represents and warrants to the Department that:

- (a) **(IP)** it is entitled to use and deal with any Intellectual Property Rights which may be used by it in connection with the Goods and/or Services (including without identifying any person as the individual responsible for creating any material) and its performance of the Agreement will not infringe the Intellectual Property Rights of any person or any Laws;
- (b) **(Conflict)** it and its Personnel do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations whereby duties or interests are or might be created in conflict with or might appear to be created in conflict with its obligations under this Agreement;
- (c) **(Trust)** it has not entered into the Agreement on behalf of a trust, or if it has, the trustee is entitled under the trust deed to be indemnified out of the trust fund; and
- (d) **(Purpose)** where the Department has, either expressly or by implication, made known to the Supplier any particular purpose for which the Goods and/or Services are required, the Goods and/or Services will be performed in such a way as to achieve that result.
- 13. Termination:**  
The Department may:
- (a) terminate the Agreement with immediate effect by giving notice in writing to the Supplier, if the Supplier:
- fails to provide the Goods and/or Services in accordance with this Agreement;
  - breaches any provision of the Agreement; or
  - any of its Personnel commits fraud, dishonesty, or any other serious misconduct, or
- (b) terminate the Agreement without cause by giving notice in writing to the Supplier, upon which such termination the Department will pay the Supplier:
- for the Goods and/or Services provided in accordance with the Agreement up to the date of the termination; and
  - the unavoidable and substantiated costs incurred by the Supplier as a direct result of the termination, excluding any loss of revenue or profit, and the Department has no other liability to the Supplier in relation to that termination.
- (c) The Supplier may terminate the Agreement by giving at least 20 Business Days written notice to the Department if the Department fails to pay amounts due under this Agreement within 30 days of the due date for payment.
- 14. Intellectual Property:**
- (a) The ownership of any Contract Intellectual Property shall vest in the Supplier upon the time of its creation.
- (b) The ownership of any Data, including any Intellectual Property Rights in Data, shall vest in the Department upon the time of its creation.
- (c) The Pre-Existing Intellectual Property of each party remains the property of that party or its licensors.
- (d) The Supplier hereby irrevocably and unconditionally grants to the Department, free of additional charge, a non-exclusive, worldwide, perpetual, transferable licence (including the right to sub-license) to use:
- Contract Intellectual Property for any State purpose except commercial exploitation;
  - the Supplier's Pre-Existing Intellectual Property to the extent that it forms part of or is integral to any works or other items created by the Supplier in connection with the provision of Services or the creation of Contract Intellectual Property; and
  - Intellectual Property Rights in relation to any Goods supplied to the extent necessary to allow the Department the full use and enjoyment of those Goods.
- (e) To the extent that the provision of Services by the Supplier necessitates use by the Supplier of the Department's Pre-Existing Intellectual Property, the Department grants the Supplier a non-exclusive, non-transferable licence to use the Department's Pre-Existing Intellectual Property during the term of the Agreement solely for the provision of the Services.
- (f) The Supplier warrants that it has or will procure a written consent from all necessary authors that allows the Department to exercise its rights in the Contract Intellectual Property or the Supplier's Pre-Existing Intellectual Property in a manner that, but for the consent, would otherwise infringe the moral rights of those individuals.
- 15. Liability:** The Supplier must indemnify the Department and each of its Personnel against any liabilities, losses, damages, costs or expenses (including legal expense) or compensation arising out of, or in any way in connection with, any breach of this Agreement (including breach of a warranty) or any wrongful, unlawful or negligent act or failure to act by the Supplier or its Personnel.
- 16. Insurance:** The Supplier must obtain and maintain insurance coverage at all relevant times sufficient to cover any loss or costs that may be incurred and for which the Supplier is liable in connection with the provision of the Goods or Services including professional indemnity and, if applicable, public and products liability insurance. Product liability must match any warranty period or, if required by the Department, must be for three years after acceptance of the Goods. On request, the Supplier must provide the Department with evidence of the currency of any insurance it is required to obtain.
- 17. Confidentiality:**
- (a) The Supplier must, and must ensure its Personnel will, treat as secret and confidential all Confidential Information to which it has access or which is disclosed to it and must take all reasonable steps, including establishment or maintenance of security measures, to ensure that the confidentiality of the Confidential Information is preserved.
- (b) The Supplier must not directly or indirectly disclose the Confidential Information to any other person, without the prior written consent of the Department.
- (c) The Supplier will use the Confidential Information only for the purpose of this Agreement.
- (d) The Supplier must immediately notify the Department of any unauthorised disclosure or use of the Confidential Information or any suspected or potentially unauthorised use or disclosure of the Confidential Information and must take any and all reasonable steps required by the Department to resolve the situation.
- (e) The Supplier hereby consents to the Department publishing or otherwise making available information in relation to the Supplier (and the provision of the Goods and/or Services) as may be required, including to:
- the office of the Auditor General;
  - the Independent Broad-based Anti-corruption Commission; and
  - to comply with Law, including the Freedom of Information Act 1982(Vic).
- 18. Privacy and Data Protection:**
- (a) The Supplier acknowledges that it will be bound by the Information Privacy Principles, Health Privacy Principles and any applicable Code of Practice (together, Privacy Obligations), as relevant, with respect to any act done or practice engaged in by the Supplier for the purposes of the Agreement, in the same way the Department to the same extent as the Privacy Obligations would have applied to the department in respect of that act or practice had it been directly done or engaged in by Department.
- (b) The Supplier must not do an act or engage in a practice that contravenes a Protective Data Security Standard in respect of Data collected, held, used, managed, disclosed or transferred by the Supplier in the course of, or for the purpose of, providing the Services.
- (c) The Supplier will follow all reasonable directions from the Department in respect of the protection of Data collected, held, used, managed, disclosed or transferred by the Supplier in the course of, or for the purpose of, providing the Services.
- 19. Access:** When entering the premises of the Department, the Supplier must, and must ensure that its Personnel will, protect

people and property; prevent nuisance; act in a safe and lawful manner; comply with the reasonable directions of the Department and its Personnel; and comply with the safety standards and policies of the Department (as notified to the Supplier).

20. **Sub-contracting:** The Supplier must not sub-contract to any third person any of its obligations in relation to the supply of the Goods and/or provision of the Services without the prior written consent of the Department (which may be given conditionally or withheld in its absolute discretion). The Supplier will not, as a result of any sub-contracting arrangement, be relieved from the performance of any obligation under the Agreement and will be liable for all acts and omissions of a sub-contractor as though they were the actions of the Supplier itself.
21. **Compliance with Law:** The Supplier must, performing its obligations under this Agreement, comply with all Laws and Departmental policies affecting, or applicable to, supplying the Goods and/or providing the Services. The Supplier acknowledges and agrees that it has read and aspires to comply with the Victorian Government Supplier Code of Conduct at: <https://www.buyingfor.vic.gov.au/supplier-code-conduct>
22. **GST:** Unless otherwise expressly stated, all prices or other sums are inclusive of GST, as that term is used in the *A new Tax System (Goods and Services Tax) Act 1999 (Cth)*.
23. **General:**
- This Agreement is governed by and is to be construed in accordance with the Law of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and any courts which have jurisdiction to hear appeals from any of those courts which may hear proceedings in connection with this Agreement.
  - Time is of the essence in relation to the provision of the Goods or Services.
  - This Agreement is the entire agreement between the parties in relation to its subject matter.
  - The agreement may only be varied or replaced by a written document executed by both parties.
  - Each of clauses 10, 12, 15, 16, 17, 18 and this clause 23 survive the termination or expiry of this Agreement

#### Interpretation

Unless the context otherwise requires:

**Agreement** means the agreement for the provision of the Goods or Services consisting of these Terms and Conditions, the Purchase Order and any other documents incorporated by reference.

**Code of Practice** means a code of practice as defined in, and approved under, the Privacy and Data Protection Act 2014 (Vic).

**Confidential Information** means any technical, scientific, commercial, financial or other information of, about or in any way related to, the Department, including any information designated by the Department as confidential, which is disclosed, made available, communicated or delivered to the Supplier, but excludes information which:

- is in or which subsequently enters the public domain other than as a result of a breach of the Agreement;
- the Supplier can demonstrate was in its possession prior to the date of the Agreement;
- the Supplier can demonstrate was independently developed by the Supplier; or
- is lawfully obtained by the Supplier from another person entitled to disclose such information.

**Contract Intellectual Property** means any and all Intellectual Property Rights incorporated or comprised in any materials created by or on behalf of the Supplier in the course of

providing the Services, except any Intellectual Property Rights in Data.

**Data** means any data, data sets or databases created by or on behalf of the Supplier in the course of providing the Services.

**Delivery Point** means the 'Deliver to' address as set out in the Purchase Order or as otherwise notified to the Supplier in writing.

**Goods** means the goods specified in the Purchase Order.

**Health Privacy Principles** means the health privacy principles set out in the Health Records Act 2001 (Vic).

**Information Privacy Principles** means the information privacy principles set out in the Privacy and Data Protection Act 2014 (Vic).

**Intellectual Property Rights** includes all present and future copyright and neighbouring rights, all proprietary rights in relation to inventions (including patents), registered and unregistered trademarks, confidential information (including trade secrets and know how), registered designs, circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**Invitation** means the opportunity set out in the tender documents published by the Department or a request for quotation for the market (or the Supplier) to submit offers to Department to supply the Goods or provide the Services pursuant to this Agreement.

**Laws** means the law of the Commonwealth, State or local or other government in force in the State of Victoria, including common law, legislation and subordinate legislation; and any ordinance regulations, orders and bylaws or government, semi government and local authorities.

**Personnel** of a party includes the officers, employees, agents, contractors and sub-contractors of that party.

**Pre-Existing Intellectual Property** means any and all Intellectual Property Rights owned by or licensed to a party which existed prior to the commencement of the provision of the Services, and includes improvements to such Intellectual Property Rights developed during the period of the Agreement but excludes Contract Intellectual Property.

**Protective Data Security Standard** means any standard issued under Part 4 of the Privacy and Data Protection Act 2014 (Vic).

**Purchase Order** means the purchase order to which these terms and conditions attach.

**Services** means the service(s) specified in the Purchase Order.

**Specification** means the specifications, including service levels (if any) to which the Goods or Services must comply, as notified by the Department to the Supplier in the Invitation or otherwise in writing, or set out in the Purchase Order or as otherwise incorporated in to this Agreement by reference.

**Supplier** means the entity named in the Purchase Order responsible for Goods and/or providing the Services under this Agreement.

**Time for Delivery** means the date and, where relevant, the time specified in the Purchase Order (or such other date or time as may be agreed in writing) by or on which the Goods must be delivered by the Supplier.