Australian Government
Digital Transformation Agency

dta

SCHEDULE A1 – ICT LABOUR HIRE MODULE

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SECTION 1 – MODULE TERMS FOR PANEL – ICT LABOUR HIRE

1. Module terms for Panel

1.1. Scope

1.1.1. This Schedule A1 – ICT Labour Hire Module applies if Item 6 of Part B – Panel Appointment Details states that the Seller is Appointed to the ICT Labour Hire Module.

1.2. Maximum Price – ICT Labour Hire

> ***Note*: *Maximum Price***
>
> The Seller's Maximum Price is the maximum the Seller can charge to a Buyer under a Contract. The Seller will have a different Maximum Price for each type of ICT Labour Hire Service under this Module. The Seller's Maximum Price is determined on the basis set out in the table below. DTA will record the Seller's Maximum Prices in Part B – Panel Appointment Details.

1.2.1. Item 7 of Part B – Panel Appointment Details states the Maximum Price for the Seller's Products and Services under the ICT Labour Hire Module, determined as follows:

Type of ICT Labour Hire Services	***Maximum Price approach***
Seller-Sourced Labour Hire Workers	The Maximum Price will be a maximum Hourly Management Rate stated as a percentage of any Hourly Salary under a Contract. The Seller's Hourly Management Rate includes the Seller's: • costs of finding a Labour Hire Worker; • costs of ongoing engagement and provision of the Labour Hire Worker; • costs of maintaining insurances (including workers compensation insurance); and • profit margin. The Hourly Management Rate does not include: • the Labour Hire Worker's Hourly Salary, or • Hourly Employment Oncosts.

	These costs pass through directly to Buyers as part of the Contract Price. Clause 13.2 of Schedule C1 – ICT Labour Hire Module Terms sets out how the Hourly Management Rate applies to the Price of a Contract.
Buyer-Sourced Labour Hire Workers	Maximum Price will be a maximum Hourly Management Rate stated as a percentage of any Hourly Salary under a Contract. The Seller's Hourly Management Rate includes the Seller's: • costs of ongoing engagement and provision of the Labour Hire Worker; • costs of maintaining insurances (including workers compensation insurance); and • profit margin. The Hourly Management Rate does not include: • the Labour Hire Worker's Hourly Salary, or • Hourly Employment Oncosts. These costs pass through directly to Buyers as part of the Contract Price. Clause 13.2 of Schedule C1 – ICT Labour Hire Module Terms sets out how the Hourly Management Rate applies to the Price of a Contract.
Seller-Sourced Buyer Workers	Maximum Price will be the maximum percentage Placement Fee, stated as a percentage of the commencement salary (base salary excluding superannuation) of any Buyer Worker placed with a Buyer under a Contract. Clause 13.4 of Schedule C1 – ICT Labour Hire Module Terms sets out how the Placement Fee applies to the Price of a Contract.

Other services	No Maximum Price. Pricing will be determined through the RFQ process for each Contract. Clause 13.5 of Schedule C1 – ICT Labour Hire Module Terms sets out how the Buyer will price Other Services under a Contract.

1.3. Pricing Transparency

Note: It is a policy of DTA to improve transparency as this will increase competition when Buyers procure ICT Labour Hire Workers. This will achieve better value for money for Buyers.

1.3.1. The Seller must give Buyers a breakdown of the Price for each Candidate when providing Quotes for Labour Hire Workers. The breakdown must include the:

a. Agreed Hourly Rate;

b. Hourly Salary stated as a dollar amount;

c. Hourly Management Rate stated as both a dollar amount and as a percentage of the Hourly Salary; and

d. Hourly Employment Oncosts stated as a dollar amount (**Price breakdown information**).

1.3.2. The Seller must give Buyers the proposed Placement Fee for each Candidate when providing Quotes for Seller-Sourced Buyer Workers.

1.3.3. If the Seller quotes for additional Candidates under an existing Contract, it must give DTA the information set out in clause 1.3.1 or 1.3.2.

1.3.4. DTA will collect and hold the information specified in clause 1.3.1 or 1.3.2 and may share:

a. Price breakdown information that relates to an individual Labour Hire Worker with that Labour Hire Worker once a Contract is in place;

b. the Placement Fee that relates to a Buyer Worker with that Buyer Worker once a Contract is in place.

1.3.5. The Seller may provide a Candidate that it puts forward for a role, with a breakdown of the Price as set out in clauses 1.3.1 or 1.3.2. This will not contravene clause 14.8.6 of Part A – Panel Terms.

1.4. Expanding functionality of the Online Portal

1.4.1. DTA may expand the functionality of the Online Portal to:

a. administer the ICT Labour Hire Module; and

b. create and manage Online Portal profiles for Candidates and Labour Hire Workers.

1.4.2. DTA may contact Candidates to inform them that they have been put forward for Labour Hire Worker or Buyer Worker roles.

1.4.3. DTA may contact Candidates and Labour Hire Workers to update them about:

a. available roles;

b. the Online Portal;

c. the operation of the Panel; and

d. other matters.

1.5. Performance management framework

1.5.1. DTA may ask Candidates or Labour Hire Workers to give DTA feedback about a Quote process, a Contract or the Panel. The Seller must assist DTA to get this feedback.

1.5.2. DTA may collect information about a Labour Hire Worker's performance under a Contract. This will be done under the Performance Management Framework set out in the Module Terms. DTA may give this information to Buyers, including through the Online Portal.

1.6. Seller warranty

1.6.1. The Seller warrants that it will at all times hold a Labour Hire Licence and any other licence that is required in each Location.

1.6.2. The Seller must give DTA information about its licences if asked. The Seller must give updated information to DTA if its licences change during the Panel Agreement Period.

1.6.3. The Seller must promptly notify DTA of any breach of the warranty in this clause 1.6.

1.7. Contact details

1.7.1. The Seller must give the personal email and personal mobile phone number of each Candidate to DTA. This must be done when the Seller offers a Candidate to a Buyer.

1.7.2. The Seller must get the consent of a Candidate:

a. to give this information to DTA; and

b. for DTA to hold and use this information to manage the Panel.

1.8. Seller must get Candidate's permission to be put forward for a role

1.8.1. The Seller must get a Candidate's written permission before the Seller puts a Candidate forward to a Buyer. The Seller must provide a copy of the permission to DTA, if asked.

1.9. Seller's contracts and employment arrangements with Candidates and Labour Hire Workers

1.9.1. The Seller must ensure that its contracts and employment agreements with Candidates and Labour Hire Workers permit their direct participation in the Online Portal as required by DTA.

1.9.2. The Seller must obtain consent from individuals to the:

a. collection;

b. use; and

c. disclosure,

of personal information by DTA and Buyers under the Panel Agreement including for the purposes of assessment of the individual's performance under the Performance Management Framework.

1.10. Restraint of trade

1.10.1. In contracts with Labour Hire Workers or Candidates, the Seller must not:

a. *where the Buyer has sourced the Labour Hire Worker and referred them to the Seller* – include restraint of trade terms; or

b. *in any other case* – include terms which would amount to an unreasonable restraint of trade.

1.11. Pay secrecy

1.11.1. In contracts with Labour Hire Workers or Candidates the Seller must not include pay secrecy terms.

SECTION 2 – CATEGORY DESCRIPTIONS – ICT LABOUR HIRE

Service Category		Description
1.	**Labour Hire, recruitment and related services**	The Seller offers to provide the following ICT sourcing, engagement, recruitment and related services to assist the Buyer to engage appropriately skilled and qualified ICT personnel to undertake work under the direction of the Buyer. **a. Seller-Sourced Labour Hire Workers** The Seller sources a Candidate that matches the requirements of the Buyer. The Candidate is then put forward to the Buyer to decide if they are suitable or not. If suitable, the Buyer takes them as a Labour Hire Worker. The Labour Hire Worker performs work for the Buyer. The Seller is responsible for employing or engaging the Labour Hire Worker under a contract. **b. Buyer-Sourced Labour Hire Workers** The Buyer sources a worker that meets their requirements. The Seller then employs or engages the worker under a contract. The worker is provided to the Buyer as a Labour Hire Worker. The Labour Hire Worker performs work for the Buyer. **c. Seller-Sourced Buyer Workers** ***Note*: For more information on where it may be appropriate to enter into an arrangement for Seller-sourced Buyer Worker, Buyers can review the Australian Public Service Commission's website.** The Seller sources a Candidate that matches the requirements of the Buyer. The Candidate is then put forward to the Buyer. If accepted, the Buyer employs or engages the Candidate under a contract as a Buyer Worker. **d. Other services** The Seller may provide a range of services in connection with sourcing, employing and contracting ICT workers to meet the requirements of the Buyer.