



South Australian Industry Participation Policy

CONTRACT CLAUSES

These contract clauses are to be inserted into contracts where an Industry Participation Plan has been submitted as part of the tender response.

Option (a) for non-strategic projects between \$4 million (\$1 million in regional SA) and \$50 million

1. INDUSTRY PARTICIPATION POLICY

- 1.1 The Supplier must implement the Supplier's Standard Industry Participation Plan ("**SIPP**") in Attachment [x].
- 1.2 The Supplier must provide an Industry Participation Report ("**IPP Report**") in respect of each Industry Participation Reporting Period to the Government Party within two weeks of the end of each period, in the format set out <http://www.industryadvocate.sa.gov.au/resources-and-downloads>.
- 1.3 An Industry Participation Reporting Period is:
 - 1.3.1 the period between the Commencement Date and the first anniversary of the Commencement Date;
 - 1.3.2 each subsequent 12 month period during the Term;
 - 1.3.3 if the Agreement ends on a date other than an anniversary of the Commencement Date, the period from the conclusion of the preceding Industry Participation Reporting Period until the date of termination or expiry of the Agreement;
 - 1.3.4 for short-term projects of strategic importance to the State, the period notified by the Industry Advocate (**IA**) to the Supplier in writing; and
 - 1.3.5 where the Term is for a period less than 12 months, the Term.
- 1.4 The Supplier must attend any meeting scheduled by the IA during the Term to review how the SIPP is being implemented and advanced, and for this purpose, the Supplier must provide all information reasonably requested by the IA. The IA must give the Supplier not less than ten (10) Business Days' notice of any such meeting.
- 1.5 The IA may, by written notice require that the Supplier within a reasonable time specified in the notice, provide information or documents to enable the Industry Advocate to assess the Supplier's compliance with this clause 1.
- 1.6 If the IA reasonably believes that the Supplier is not complying with the requirements of this clause 1, the IA may by notice in writing direct that the Supply comply with those requirements.



- 1.7 Upon receipt of the notice, if the Supplier is of the opinion that its noncompliance is reasonable and justified, the Supplier may provide a response to the Industry Advocate outlining that opinion and the reasons for it.
- 1.8 The Supplier's failure to comply, in whole or in part, with the commitments contained within the SIPP will be a factor taken into account in the award of future contracts for the Government of South Australia.
- 1.9 In this clause, "Industry Advocate" or "IA" means the person who from time to time that has been appointed by the Governor to the position of Industry Advocate under s. 5 of the Industry Advocate Act 2017.

Option (b) for projects over \$50 million

1. INDUSTRY PARTICIPATION POLICY

- 1.1 The Supplier must implement the Supplier's Tailored Industry Participation Plan ("**TIPP**") in Attachment [x].
- 1.2 The Supplier must provide an Industry Participation Report (IPP Report) in respect of each Industry Participation Reporting Period within two weeks of the end of each period, in the format set out in <http://www.industryadvocate.sa.gov.au/resources-and-downloads>.
- 1.3 The Industry Participation Reporting Period is:
 - 1.3.1 the period between the Commencement Date and the date six (6) months after the Commencement Date;
 - 1.3.2 each subsequent six (6) month period during the Term;
 - 1.3.3 if the Agreement ends on a date that is not an anniversary of the Commencement Date or an anniversary of the date in subclause 2.3.2, the period from the conclusion of the preceding Industry Participation Reporting Period until the date of termination or expiry of the Agreement;
 - 1.3.4 for short-term projects of strategic importance to the State the period notified by the Industry Advocate (**IA**) to the Supplier in writing; and
 - 1.3.5 where the Term is for a period less than six (6) months, the entire Term.
- 1.4 The Supplier must attend any meeting scheduled by the IA during the Term to review how the TIPP is being implemented and advanced, and for this purpose, the Supplier must provide all information reasonably requested by the IA. The IA must give the Supplier not less than ten (10) Business Days' notice of any such meeting.
- 1.5 The IA may, by written notice require that the Supplier within a reasonable time specified in the notice provide information or documents to enable the Industry Advocate to assess the Supplier's compliance with this clause 2.



- 1.6 If the IA reasonably believes that the Supplier is not complying with the requirements of this clause 2, the IA may by notice in writing direct that the Supplier comply with those requirements.
- 1.7 Upon receipt of the notice, if the Supplier is of the opinion that its noncompliance is reasonable and justified, the Supplier may provide a response to the Industry Advocate outlining that opinion and the reasons for it.
- 1.8 The Supplier's failure to comply, in whole or in part, with the commitments contained within the SIPP will be a factor taken into account in the award of future contracts for the Government of South Australia.
- 1.9 In this clause, "Industry Advocate" or "IA" means the person who from time to time that has been appointed by the Governor to the position of Industry Advocate under s.5 of the Industry Advocate Act 2017.

Contact

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