Indigenous Joint Venture

Skills and Capability Transfer Plan

Preamble

The Government has introduced changes to strengthen the joint venture arrangements for Indigenous businesses seeking Commonwealth Government contract opportunities under the Indigenous Procurement Policy (IPP). From 1 January 2019, incorporated Indigenous joint ventures must register with Supply Nation and be at least 50% Indigenous owned and controlled, and have in place:

* a plan to build the skills and capability of the Indigenous business partner, and
* an Indigenous workforce plan.

The changes to the IPP aim to support Indigenous businesses form and maintain strong joint venture arrangements and responds to stakeholder concerns on disingenuous partnerships that can disadvantage the Indigenous partner.

**Guide to completing this template**

Supply Nation collects and assesses the plan as part of the Incorporated Joint Venture Registration Process. To guide the assessment process, principles and minimum standards have been developed.

**Principles against which the plan will be assessed.**

1. Plans must be designed with the clear intent to deliver clear, reasonable and measurable benefits to the Indigenous business partner and Indigenous employees/job seekers;
2. The plan should strengthen the joint venture outcomes, not negatively impact on the commercial arrangement or impose requirements on the joint venture greater than requirements expected of businesses under the IPP’s mandatory minimum requirements;
3. The outcomes must be specific, measurable, achievable, realistic and timely within the limitations and control of the Indigenous Joint Venture and are in line with the growth needs of the Indigenous Joint Venture.

**At a minimum the Skills and Capability Transfer Plan would need to demonstrate:**

1. How the Joint Venture will work to increase the capability of the Indigenous business partner in two [2] or more of the following areas:
2. Management – financial, staff, delegation;
3. Marketing, sales and customer services;
4. Communication and negotiation;
5. Leadership, governance and decision making;
6. Project planning and management;
7. Staff recruitment and retention;
8. Industry specific skill.

Indigenous Business Party means [**insert full name and ABN of Indigenous Business Partner company in the Joint Venture**]

Non-Indigenous Business Party means [**insert full name and ABN of Non-Indigenous Business Partner company in the Joint Venture**]

Joint Venture means [**insert full name and ABN of the Incorporated Indigenous Joint Venture**]

1. **Joint Venture Outline**
   1. Purpose and Objectives
      1. The Joint Venture Parties accept and agree that the purpose and objective of the Joint Venture is to:
         1. Enable the Joint Venture Parties to generate income, build and develop the Indigenous Business JV Partner skills, capabilities and business capacity from a combined Joint Venture business activity;
         2. [insert any additional objectives]
   2. Indigenous Business Partner Outcomes
      1. The Joint Venture Parties acknowledge and agree that the three [3] key outcomes that the Indigenous Business Party expects to obtain during its involvement in the Joint Venture will be:
         1. [insert the outcome that the Aboriginal Party wishes to obtain from the Joint Venture Relationship]
         2. [insert the outcome that the Aboriginal Party wishes to obtain from the Joint Venture Relationship]
         3. [insert the outcome that the Aboriginal Party wishes to obtain from the Joint Venture Relationship]
2. **Joint Venture Deliverables**
   1. Deliverables
      1. The Joint Venture Parties acknowledge and agree that the identified objectives of the Joint Venture will be delivered through the following processes/programs/initiatives:
         1. [insert the specific process/initiative/programme etc that the Joint Venture will conduct in order to deliver on its identified objective]
         2. [insert the specific process/initiative/programme etc that the Joint Venture will conduct in order to deliver on its identified objective]
         3. [insert the specific process/initiative/programme etc that the Joint Venture will conduct in order to deliver on its identified objective]
   2. Key Performance Indicators
      1. The Joint Venture Parties acknowledge and agree that the successful delivery of the identified deliverables of the Joint Venture will be measured through the following Key Performance Indicators:
         1. [insert the specific Key Performance Indicator that the Joint Venture will use to measure to deliver on its identified objective];
         2. [insert the specific Key Performance Indicator that the Joint Venture will use to measure to deliver on its identified objective];
         3. [insert the specific Key Performance Indicator that the Joint Venture will use to measure to deliver on its identified objective];
   3. Milestones & Timelines
      1. The Joint Venture Parties acknowledge and agree that the Joint Venture will set measurable and specific milestones and regular timelines (which may include commencement, quarterly or annual milestones and timeline targets) for the Joint Venture to meet its Skills and Capability Transfer Key Performance Indicators.

These milestones and timelines include:

* + - 1. [insert the specific Milestone objective and timeline];
      2. [insert the specific Milestone objective and timeline];
      3. [insert the specific Milestone objective and timeline];
      4. [insert the specific Milestone objective and timeline];

1. **Monitoring and Evaluation**
   1. The Joint Venture Parties acknowledge and agree that the Joint Venture will implement processes designed to monitor and evaluate the implementation and ongoing compliance with the Joint Ventures Skills and Capability Transfer Plan.

These processes will include:

* + 1. [insert the specific Policy or Process the JV will implement];
    2. [insert the specific Policy or Process the JV will implement];
    3. [insert the specific Policy or Process the JV will implement];

1. **Dispute Resolution**
   1. The Joint Venture will put in place specific processes designed to address any concerns raised by either Joint Venture party at any point in the tenure of the Joint Venture and in any instances where either Joint Venture party believes that the plan is not being implemented according to the agreed milestones, timelines or outcomes.

These processes will be designed to address and correct any concerns raised in a timely, effective and transparent manner aimed at ensuring the Joint Venture can continue to operate effectively during its tenure.

These processes will include:

* + 1. [insert the specific Process the JV will implement];
    2. [insert the specific Process the JV will implement];
    3. [insert the specific Process the JV will implement];

1. **Reporting and Record Keeping Commitments**
   1. By signing this plan and whilst ever remaining a registered business on Indigenous Business Direct, the Joint Venture parties agree to:
      1. this plan being audited annually by a duly appointed authority and agree to provide to that authority any specific reporting details contained in this plan as so required by the auditing authority which may also be used for reporting purposes to the Department of the Prime Minister and Cabinet, which will assist in developing and shaping policy.
      2. the signed JV plans and related information being kept by Supply Nation in line with their record keeping policies.
      3. whilst the joint venture plans are not for public circulation, a copy of this and any updated agreement being provided to the Department of the Prime Minister and Cabinet.
2. **Signature Authority**
   1. By signing this document, the Joint Venture parties acknowledge that the signatories on this document are duly authorised and have legal capacity to execute and deliver agreements on behalf of their Individual Joint Venture parties and the Joint Venture and do so to bind their respective parties to the plans agreements and outcomes.

**Signatures**

**Indigenous Business JV Partner: Non-Indigenous Business JV Partner:**

Name: Name:

Position (In JV Partner): Position (In JV Partner):

Position (in JV): Position (in JV):

Signature: Signature:

Date: Date:

**End of Document**