Indigenous Joint Venture

Indigenous Workforce 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 Workforce Plan will need to demonstrate:**

1. The actions that will be undertaken to increase Indigenous engagement in the workforce, and;
2. A commitment to a minimum number of Indigenous employees, not less than 3%.

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 Ventures Indigenous Workforce Plan is to:
         1. Set Indigenous employment goals for the employment of Indigenous persons within the Joint Venture;
         2. Set and implement culturally appropriate recruitment practices and programmes to attract Indigenous employees;
         3. Provide appropriate training and development opportunities for Indigenous employees within the Joint Venture;
         4. Develop practices for promoting Cultural Awareness that demonstrate an inclusive and welcoming environment for Indigenous employees;
         5. Develop and implement processes to monitor and evaluate the Joint Ventures Indigenous Workforce Plan;
         6. [insert any additional objectives]
2. **Indigenous Employment**
   1. Indigenous Employment Goals & Milestones
      1. The Joint Venture Parties acknowledge and agree that the Joint Venture will strive to achieve an Indigenous employment target of [insert %] across the Joint Ventures tenure.
      2. 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) to meet its identified Indigenous employment target:

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. **Recruitment**
   1. The Joint Venture Parties acknowledge and agree that the Joint Venture will implement and engage in culturally appropriate recruitment policies and practices to attract Indigenous persons to employment opportunities within the Joint Venture.

These policies and practices 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. **Training and Skills Development**
   1. The Joint Venture Parties acknowledge and agree that the Joint Venture will identify and provide training and development opportunities to its Indigenous employees with the intention to provide skills and knowledge that will assist in providing long term sustainable employment for the Indigenous employee.

These opportunities will be identified and provided through the following processes and practices:

* + 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. **Cultural Awareness**
   1. The Joint Venture Parties acknowledge and agree that the Joint Venture will develop practices for promoting Cultural Awareness throughout the Joint Venture to assist in providing a hospitable and inclusive environment for Indigenous employees.

These practices 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. **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 Indigenous Workforce 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**