



Australian  
National  
University

# GUIDANCE

## Facilities and Services Contractor Governance & Assurance Handbook

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## ATTACHMENTS

- Attachment A: ANU Contractor Statement
- Attachment B: ANU Minimum Insurance Guidelines
- Attachment C: Work Order Terms and Conditions
- Attachment D: Contractor Application for Identification and Access Card

### REVISION HISTORY AND APPROVAL

Rev.	Nature of changes	Approval	Date
A	Original Issue	Darren Knights	02/05/2017
B	Incorporation of Procurement Terms & Conditions	Darren Knights	31/05/2017
C	Incorporation of Site Safety Inspection Checklist	Darren Knights	15/06/2017
D	Incorporation of changes from review and edit by Maintenance Portfolio managers and review by Director F&S and F&S Associate Directors	David Glavas	26/02/2019
0	Approved	Greg Newton	12/06/2019
0A	QMS Review	Karen Roberts	18/01/2021
1	Approved	Kin Lin	27/05/2022
1A	Updates to Attachment A and Attachment B	Lisa Huntley	01/07/2022
2	Approved	Kin Lin	01/07/2022

## 1. Purpose

This Contractor Governance and Assurance Handbook outlines Australian National University (ANU) work, health and safety (WHS) and environment requirements of contractors and their sub-contractors whilst undertaking work on ANU campuses.

All other legal, financial, design, performance requirements etc. should be assessed and reviewed by the relevant personnel within the respective ANU School, College or Divisional business unit/s.

## 2. Scope

All contracting entities engaged by Facilities and Services to carry out work on ANU campuses MUST comply with this handbook.

Contractors who are using Sub-contractors MUST ensure the Sub-contractors also meet the requirements of this handbook.

## 3. Objective

ANU is committed to providing a safe work environment for all ANU staff, students, contractors and their employees, along with visitors and the public. To meet this objective the following criteria MUST be achieved:

- All contractors are aware of their responsibilities and obligations and to comply with all ANU WHS and environment policies and procedures while working on ANU premises;
- All contractors shall maintain a safe working environment;
- All contractors shall minimise disruptions to operational requirements at ANU;
- All contractors are familiar with ANU campuses and specified construction site(s); and
- All contractors are familiar and comply with their legal requirements, including risk assessments, licensing and certificates and providing a safe work environment.

## 4. Introduction

To ensure the highest WHS and environmental standards exist for ANU employees, contractors and their employees, the following summary of WHS and environment requirements will apply in total or in part to any contract work undertaken on ANU campuses.

It is important that the information in this handbook is read prior to submitting a tender or quote and implemented, as required, prior to commencement of work.

Contractors must indicate acceptance of these requirements before work can proceed by completing the ANU Contractor Statement (Attachment A) of this handbook or via the ANU Facilities and Services [Contractors and Consultants](#) webpage. The contractor must be prepared to uphold their duty of care as an employer and service provider as prescribed under relevant legislation.

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*Note: A contractor is a person (or persons) engaged by ANU for the purpose of performing work or providing a service for ANU, where that person is not engaged as an employee. The engagement can be by a written contract or pursuant to an oral request e.g. an emergency situation. This includes contractors' sub-contractors and their employees who are doing work for the benefit of ANU.*

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## 5. Definitions

**Scope of Works:** Can be a work order or a more formal scope of works for larger project based work.

**Work Order:** A works contract between the University and a contractor for the specified works. A work order may be issued from the University's maintenance management system.

**Supervised Contractors:** Supervised contractors conduct operational tasks similar to ANU employees and work under the supervision of ANU staff. Supervised contractors typically include labour hire personnel.

**Independent Contractors:** Independent contractors are those who undertake work on ANU behalf such as electrical maintenance and/or installation, project oriented consulting, entry into prohibited confined spaces, upgrade or construction work, and do not require the direct supervision of ANU staff.

**Classes of Contractors:** Different classes of contractors have different requirements to ensure a safe workplace is maintained depending on the nature of the task that is to be performed. The classes and minimum requirements are listed below:

Category	Activity	Service Examples	Minimum Requirements
1. Admin	Companies or individuals engaged to work within or on behalf of ANU.  The work being performed is not hazardous nor performed within a hazardous location.	<ul style="list-style-type: none"> <li>• Consultants facilitating professional development</li> <li>• Office cleaners</li> <li>• Administration staff</li> <li>• Office equipment repairs</li> <li>• Catering services</li> </ul>	<ul style="list-style-type: none"> <li>• Scope of Works</li> <li>• Contractor Management Handbook (UPCO sponsored document)</li> <li>• Insurance</li> <li>• Induction to appropriate level</li> <li>• Adequately trained/skilled personnel</li> <li>• Reliable and safe equipment, tools and material</li> </ul>
2. Advisory	Consultants – technical advice and planning.	<ul style="list-style-type: none"> <li>• Architects and Building or Systems Designers (not including large project work under 'Design to Commission')</li> <li>• System development</li> <li>• Training or Technical Advisors (not attending site)</li> <li>• Product Engineers</li> <li>• Specialist Engineering advice</li> </ul>	<ul style="list-style-type: none"> <li>• Scope of Works</li> <li>• Contractor Management Handbook (UPCO sponsored document)</li> <li>• Insurance</li> <li>• Induction to appropriate level</li> <li>• Adequately qualified/skilled personnel</li> </ul>
3. Operational e.g. Multi-User List (MUL) Contractors	Companies or individuals engaged to undertake work within existing operations, where the work may be hazardous in nature and or conducted in an operational area.	<ul style="list-style-type: none"> <li>• Excavation and/or surface penetration</li> <li>• Routine maintenance and repairs on fixed plant, mobile equipment, buildings</li> <li>• Labour Hire Personnel engaged in operational activity</li> <li>• Road transport</li> <li>• Outdoor training consultants</li> <li>• Gardening services</li> <li>• Crane companies</li> </ul>	<ul style="list-style-type: none"> <li>• Scope of Works</li> <li>• Contractor Management Handbook (UPCO sponsored document)</li> <li>• Insurance</li> <li>• Routine audits and review (as required)</li> <li>• Induction to appropriate level</li> <li>• Adequately trained/skilled personnel</li> <li>• Reliable and safe equipment, tools and material</li> <li>• Provide to ANU the WHS Risk Assessments (RA's) and Procedures and other relevant documents</li> <li>• Provide Competency Assessments for all tasks that require the contractor to</li> </ul>

Category	Activity	Service Examples	Minimum Requirements
4. Specialised activities	Companies or individuals engaged to perform an activity that is reasonably assumed to be medium/high risk.	<ul style="list-style-type: none"> <li>• Technical Consultants outdoor and operational</li> <li>• Electrical maintenance or installation</li> <li>• Blasting and explosives</li> <li>• Contractors conducting activities regarded as prohibited, i.e. confined space, trenching</li> <li>• Construction / Demolition (not in designated construction zone)</li> <li>• Asbestos removal</li> </ul>	<p>use mobile plant or any other regulated activity</p> <p>All scope of works and details are to be organised during the tendering stage. These projects are coordinated by specialised teams within ANU. The day-to-day WHS controls are managed by the contractor. Contractors should supply a Safety Plan for the project.</p> <ul style="list-style-type: none"> <li>• Scope of Works</li> <li>• Contractor Management Handbook (UPCO sponsored document)</li> <li>• Pre-qualification review including WH&amp;S performance and policy</li> <li>• Routine audits and scheduled reviews</li> <li>• Insurance</li> <li>• Induction to appropriate level</li> <li>• Adequately trained/skilled personnel</li> <li>• Reliable and safe equipment, tools and material</li> <li>• Provide to ANU the WHS RA's and Procedures and other relevant documents</li> <li>• Provide Competency Assessments for all tasks that require the contractor to use mobile plant or any other regulated activity</li> </ul>
5. Construction	Companies undertaking construction projects, where the contractor is deemed in control of the project and a clear "construction zone" is designated. These areas are physically separated from the Universities operational activities.	<ul style="list-style-type: none"> <li>• Construction projects</li> <li>• Plant installations or major refurbishment</li> </ul>	<p>All scope of works and details are to be organised during the tendering stage. These projects are coordinated by specialised teams within ANU. The day-to-day WHS controls are managed by the contractor. Contractors should supply a Safety Plan for the project</p> <ul style="list-style-type: none"> <li>• Scope of Works</li> <li>• Contractor Management Handbook (UPCO sponsored document)</li> <li>• Pre-qualification review including WHS performance and policy</li> <li>• Contractor supplied audits and reviews</li> <li>• Insurance</li> <li>• Contractor supplied induction to appropriate level</li> <li>• Adequately trained/skilled personnel</li> <li>• Reliable and safe equipment, tools and material</li> <li>• WHS RA's and Procedures and other relevant documents</li> <li>• Provide Competency Assessments for all tasks that require the contractor to use mobile plant or any other regulated activity</li> </ul>



## 6. General Requirements

Before a contractor can begin work on any ANU campus, they must ensure that certain requirements are met to minimise risks. The contractor must:

1. Adhere to the minimum requirements in [Section 5 Definitions](#);
2. Complete the ANU Contractor Statement (Attachment A) of this handbook or via the ANU Facilities and Services [Contractors and Consultants](#) webpage;
3. Supply evidence of current insurances as per Minimum Insurance Guidelines (Attachment B) of this handbook or via the ANU Facilities and Services [Contractors and Consultants](#) webpage;
4. Where applicable:
  - a. Comply with all procurement process requirements and specific form of ANU contract agreement; or
  - b. Read and confirm their acceptance of the Work Order Terms and Conditions (Attachment C);
5. Declare history of prosecutions for breaches of the WHS Legislation, Environmental Regulations or any prosecutions involving the contractor or their personnel and any prosecutions during the currency of the contractor's contract with ANU;
6. Complete ANU Contractor Induction via the ANU Facilities and Services [Contractors and Consultants](#) webpage;
7. Complete local area induction as per the task being performed, once the WHS risks have been identified and controls established e.g. lockout/tag out, hot works etc.; and
8. Where required, supply a Safety Management Plan to the Site or Project Manager / Supervisor, or other ANU assigned delegate. The plan MUST be completed prior to commencing work.

### 6.1 Privacy Information

Contractors must not discuss with any persons / organisations any matter in relation to any items involving ANU campuses, equipment or people without the expressed authority of the ANU Project Officer / Coordinator / Supervisor. Use of cameras, drones or other recording devices is prohibited without approval of the ANU Project Officer / Coordinator / Supervisor.

### 6.2 Induction Training

The Principal Contractor, their nominated employees, sub-contractors and their employees will be required to attend Site Induction Training to ensure they are familiar with WHS requirements and emergency procedures. The training must be completed prior to the commencement of work on an ANU site. Induction requirements are to be arranged with the ANU Project Officer / Coordinator / Supervisor prior to visiting the site.

Prior to commencement of work, the contractor must sign in at a designated location where this is required by the Local Area.

Before arrival on-site for the first time contractors should arrange to meet the ANU Project Officer / Coordinator / Supervisor or designate at reception who will escort the contractor to the correct location of work. The ANU Project Officer / Coordinator / Supervisor is responsible for ensuring that contractors are aware of ANU WHS and environment policies and procedures, security and site requirements. Contractors who have WHS issues or queries should initially discuss them with the ANU Project Officer / Coordinator / Supervisor.

### 6.3 No Smoking on Campus

ANU has a no smoking policy on campus (both indoors and outdoors) which must be adhered to.

## 6.4 Alcohol and Drugs

The possession, use or distribution of illegal drugs is prohibited. Contractors who are required to take either prescription or over the counter drugs which could impair judgement and coordination, and reduce alertness, must inform their manager or supervisor. Doctors and pharmacists should be consulted before taking any medication to learn any side-effects which may affect overall work performance.

Alcohol shall not be served as part of a function, event or site gathering e.g. Friday afternoon Construction Site BBQ, on ANU campuses without appropriate approvals in place (refer [ANU Functions on Campus guidelines](#)). All ANU staff, contractors and visitors have a personal responsibility not to consume alcohol or other drugs that could impair their ability to safely carry out their duties or pose a risk to the safety of any other person.

## 6.5 Public Safety

ANU aims to maintain the safety and wellbeing of the public. All contractors employed by ANU are responsible to ensure that members of the public are not injured or otherwise affected by the activities of the contractor, their employees and sub-contractors, and agents whilst on-site.

Contractors with direct access to or contact with the public, by the nature of services that the contractor provides, will exercise all due care for the health and safety of members of the public. This requirement includes full compliance with all relevant legislation codes of practice and/or Australian Standards.

Contractors shall take suitable precautions to protect the safety and welfare of the public. The contractors shall provide appropriate barriers/screens etc. to protect staff/public from any hazards generated and prevent any exposure to risk.

## 6.6 First Aid

ANU sites have first aid facilities including [automatic external defibrillators](#) (AED) located across the Acton campus. The Contractor shall confirm with the ANU Project Officer / Coordinator / Supervisor or Building Custodian the local first aid facilities that are nearest to the site of the works.

The Contractor must report the injury to a nominated First Aid officer who will arrange the appropriate first aid treatment and record the injury and treatment in the [Injury Register](#) (Figtree).

## 6.7 Reporting of Incidents

The requirements for Work Health Safety (WHS) incident reporting are set out in the Work Health and Safety Act 2011 (ACT) and the Work Health and Safety Act 2011 (Commonwealth). Section 35 of the legislation defines a notifiable incident as:

- a) A death of a person;
- b) Serious injury or illness of a person; or
- c) A dangerous incident.

Section 38 of the legislation requires the Person Conducting a Business or Undertaking (PCBU) to notify all notifiable incidents:

- d) Immediately after becoming aware;
- e) By the fastest possible means; and
- f) Via telephone or in writing.

As a PCBU in the ACT you are obligated to report all WHS incidents to Worksafe ACT. However, as the University campus is located on Commonwealth land, the University is obligated under the jurisdiction of Comcare to

inform Comcare of all WHS incidents that occur on the University campus. This applies to any incident anywhere on campus, including those that occur within a construction site handed over to a Contractor.

Therefore to satisfy this dual WHS reporting requirement, the contractor must immediately report all incidents that occur on site to the ANU Project Officer / Coordinator / Supervisor or other delegate. The University will record the incident for Comcare requirements.

The WHS legislation also requires that the Contractor report the incident directly to Worksafe ACT. The contractor must attend to any legal requirements in respect of such injury or damage.

First aid facilities (including AEDs) are available at every ANU site.

### 6.8 Emergency Response

Contractors will be briefed on specific emergency requirements as part of the site induction that will be given prior to work commencing on-site.

Contractors MUST follow all reasonable direction from ANU during emergency events.

### 6.9 Health Surveillance

Contractors are responsible for identifying and implementing medical health surveillance programs for their employees and sub-contractors, at the expense of the contractor.

### 6.10 Housekeeping

Contractors will be required to maintain workplaces in a clean and tidy condition. Working areas, stairways, passages, emergency exits, firefighting and safety equipment must be kept clear at all times.

If required, working areas must be barricaded off and appropriate warning notices erected. All materials and debris must be lowered and not dropped from elevated locations and platforms.

Work areas and access to work area must be cleared at the end of each working day.

### 6.11 Fire Prevention

Fire protection equipment is located throughout the site. Use of firefighting equipment must be reported to the ANU Project Officer/Coordinator/Supervisor.

Contractors are responsible for fire protection within their work environment. Fire prevention shall be taken into consideration when determining Safe Work Method Statements (SWMS).

Contractors are responsible for ensuring that flammable liquids are stored in an appropriate manner and labelled as per regulations to identify contents.

Fire protection alarms, fixed installations and ancillary equipment such as pumps and water supplies shall not be shut down or altered without the authorisation of the ANU Project Officer/Coordinator/Supervisor and Fire and Emergency Safety Officer.

### 6.12 Site Safety Inspections

Contractors will be audited at random on their adherence to ANU Site Safety requirements as per the Site Safety Inspection Checklist (Attachment D).

### 6.13 Environment

The contractor will liaise with the ANU Project Officer/Coordinator/Supervisor regarding preparation of the work site to minimise environmental impact. This shall be specified in the Safety Plan (and/or Safe Work Method Statements) or Risk Assessment.

Destruction or disturbance to native flora/fauna and heritage shall be minimised. Lighting of fires in the area will require permission from the ANU Project Officer/Coordinator/Supervisor.

The contractor will ensure that rubbish bins are used for the collection of all rubbish such as food scraps, containers, rags, papers, cardboard, cans and tins used in the work activity. Oil changes and servicing of equipment will be conducted in such a way that waste, oil and grease is not spilt or dumped on the ground. All waste oil and grease is to be returned in drums to the contractor's base for disposal or, on a remote site where there are no facilities available for proper disposal, to the ANU workshop waste oil disposal area.

All stores of fuels and lubricants are to be constructed to prevent accidental spillage of product contaminating the soil, to the standard and satisfaction of the ANU Project Officer/Coordinator/Supervisor. ANU does not provide permanent sites for fuel/lubricants/chemical storage for use by the Contractor on-site.

Contractors shall be cognisant of the [University's Sustainability Objectives](#), including selection of materials used in the maintenance and construction of facilities and infrastructure.

### 6.14 Parking and Deliveries

Parking is available in ANU car parks, details are on the [ANU Transport and Parking](#) webpage.

Contractors are requested to notify the ANU Project Officer / Coordinator / Supervisor of any expected deliveries that may impact on ANU operational activities. Traffic management for large or lengthy transport related activities are to be arranged and notified to the relevant ANU Project Officer / Coordinator / Supervisor so that affected ANU Colleges, Schools, and Service Divisions can be notified in a timely manner.

ANU OK app has been developed by staff and students and brings all essential services together in one place. It provides quick and easy access to security and essential services in case of an emergency. ANU OK app can also help with finding your way around campus, information about parking, bus routes and access to a range of support services. [ANU OK](#) app is available for free download on Android and iOS devices.

### 6.15 Storage of Contractors Equipment

If a contractor wishes to store any equipment, work tools or work materials, permission must first be obtained from the ANU Project Officer/Coordinator/Supervisor. The contractor is then required to sign and comply with the terms of the "Licence to Store Work Tools". Please contact the ANU Legal Office who can prepare the licence.

### 6.16 Training

Contractors shall participate in all relevant WHS training as required by ANU.

### 6.17 Communication and Consultation

All contractors are to maintain effective communication with ANU in relation to any WHS or environmental issues that may affect ANU employees, contractors or visitors. Category 3 (Operational) and 4 (Specialised) contractors are encouraged to attend site safety meetings to partake on the consultation process on-site.

Contractors who do not take part in site safety meetings shall provide an outline of their procedure to ensure their employees working on ANU sites are informed of important and relevant WHS information and are given the opportunity to voice any concerns that they may have.

## 6.18 Notice of Works

**Notice of maintenance and inspections:** Access to ANU Buildings is restricted to Contractors that have submitted the following accreditations and information to [fs.contractorinduction@anu.edu.au](mailto:fs.contractorinduction@anu.edu.au):

- ANU Contractor Induction (Current);
- Asbestos Awareness (Current);
- General Construction Induction (White Card);
- Workers Compensation (Certificate of Currency);
- Public Liability (Certificate of Currency); and
- Professional Indemnity (Certificate of Currency), if requested.

**Notice of Planned Maintenance:** The Contractor MUST give no less than five (5) working days written notice to the Building Custodian, to schedule a time for the activities to be carried out. This schedule must be provided to the Building Custodian and ANU Project Officer/Co-ordinator/Supervisor in writing.

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*Please note: Failure to comply with the requirement for five (5) working days written notice will result in requests to enter the facility being refused.*

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**Notice of Unplanned Maintenance:** The Contractor MUST contact the Building Custodian.

## 6.19 Working Hours

Core business hours for working at the University are 7:30am-5:30pm, unless otherwise approved by the Project Officer / Co-ordinator / Supervisor.

# 7. High Risk Work Requirements

## 7.1 Asbestos, Lead Paint and Other Hazardous Materials

ANU sites containing asbestos, lead paint or other hazardous materials have been suitably identified, assessed and controlled. Contractor must refer to the site [Hazardous Materials Register](#) and [Hazardous Materials Management Manual](#) for detailed information.

If material is suspected of being Hazardous Material, the Contractor is to advise the ANU Project Officer / Coordinator / Supervisor, who will advise the actions to be taken.

### 7.1.1 Asbestos Material

Prior to working on or adjacent to asbestos material, authorisation must be sought from the ANU Project Officer / Coordinator / Supervisor or designate.

Asbestos is to be removed by a contractor with an Asbestos Removal License. Any work conducted on, or with asbestos material, must be carried out as per legislative requirements.

### 7.1.2 Silica Dust

Clay, concrete and quarry products may contain crystalline silica. Exposure to respirable silica dust (over a number of years) may lead to lung diseases including bronchitis and silicosis.

Working with these products or when handling aggregates or road base materials may require the wearing of appropriate Personal Protective Equipment (PPE) to prevent exposure to silica dust. Precautions aimed at minimising potential exposures during clean up (i.e. grinding, drilling activities) and maintenance must be taken.

## 7.2 Classified and Registrable Plant

Classified and/or Registrable Machinery (such as cranes/EWP) will only be permitted to operate on ANU sites provided it meets ANU minimum requirements and it carries a certificate of inspection indicating its suitability for use, signed by an inspector or other persons approved in writing by the relevant legislation.

All classified and registrable plant and machinery must conform to relevant legislation.

### 7.2.1 Operator Licences and Competencies

**Classified Plant Operators** - All operators of classified plant and equipment must hold and produce a valid certificate of competency issued under the relevant legislation (e.g. mobile cranes)

**High Risk Licences** - High Risk Licences are required by the operator prior to operating the following equipment on-site:

- Forklift
- Boom Type EWP
- Dogging/Rigging
- Scaffolding
- Mobile Crane

**Certificate of Competency** - A Certificate of Competency is required by the operator prior to operating on-site with the following equipment:

- Front End Loader/Backhoes
- Dump Truck
- Excavator
- Dozer
- Skid Steer Loader
- Grader

Contractors must also obtain a Licence or Certificate of Competency for other equipment where it is legally required.

It is the Contractor's responsibility and expense to obtain all Licences and Certifications.

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*Note: Classified or Registrable Plant - those pieces of both fixed and mobile plant that require registration by the relevant State authority (eg boilers, cranes, etc).*

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### 7.2.2 Inspection of Plant, Vehicles and Equipment

The contractor must provide upon request proof of inspection and safe condition of their equipment to ensure it complies with legal requirements before it will be approved for use on-site. Approval will be established by presentation of a certificate and/or the inspection by an ANU Project Officer / Coordinator / Supervisor. All contractor tools and equipment must be in a sound and safe condition for use on-site.

ANU reserves the right to inspect contractor tools at any time.

### 7.2.3 Drill Rig

Where a Drill Rig is brought to site, the following requirements must be met prior to use:

- Completed documented risk assessment;
- Procedures outlining operation and maintenance while on-site;
- Training records of operators;
- Lockout/isolation methods for drill rig rotation;
- Confirmation of emergency stops in accessible locations;
- Cut off or immobilising switches for when operator leaves seat/cabin of rig;
- For non-cabin drill rigs an interlocked guard around the mast;
- Confirmation of assistance to drillers when changing drill steels; and
- Confirmation that drill rotation mechanism is inoperative during drill steel loading operations.

An approved Permit to Work will be required prior to commencement of drilling.

#### 7.2.4 Scaffolding Equipment

All scaffolding equipment used on-site must conform to the requirements outlined in the respective legislation and AS 1576: Scaffolding.

#### 7.2.5 Vehicles and Mobile Plant

A person who drives or controls a motor vehicle or mobile equipment must hold a current licence or must have been competency assessed for that equipment. Motor vehicles used in surface operations must be roadworthy and maintained. Specific requirements for light vehicles in restricted areas such as landscaped grounds or underground pits is explained during the ANU site induction.

Documented pre-start inspections are required to be undertaken for any contractor's mobile equipment on-site. Mobile Equipment brought to an ANU site shall be reviewed against the associated minimum safety hardware checklist or may be subjected to a risk assessment specific to the task that the equipment is to be used for.

In the case of earth moving equipment brought on-site it must;

- be fitted with Roll Over Protective Structure (ROPS) complying with AS2294.
- be fitted with Falling Object Protective Structure (FOPS) complying with AS2294 (if working underground).
- be fitted with a seat belt/restraint system, which must be used at all times whilst equipment being operated.
- have a flashing orange light while operating.
- have a reverse warning system (e.g. beeper).
- have safety warning signs.
- have appropriate fire suppression equipment.
- have a body up warning device for dump trucks (warning light and audible alarm).
- have movement alarms on excavators, face shovels, drill rigs and elevated work platforms.
- [Comply with relevant standard]

### 7.3 Compressed Gas Cylinders

Compressed gas cylinders under the control of the University must be used and stored in accordance with the [ANU Compressed Gas Cylinder Safety Procedure](#). Contractor controlled compressed gas cylinders should be used and stored in accordance with the Contractors own policies and procedures which should meet or exceed the minimum requirements articulated in the ANU Compressed Gas Cylinder Safety Procedure.

Operation and maintenance procedures for oxy-fuel gas hand-held or portable equipment used in welding, cutting, heating and allied processes shall comply with Australian Standard AS 4839: The safe use of portable and mobile oxy-fuel gas systems for welding, cutting, heating and allied processes.

Flashback arresters shall be tested as per the requirements of Australian Standard AS4603: Flashback arresters—Safety devices for use with fuel gases and oxygen or compressed air.

## 7.4 Electrical Safety

To ensure the complete safety of equipment, the following procedures shall apply, at the contractors expense:

- All contractors shall ensure that their electrical equipment is compatible with the local/site electrical supply before it is brought on-site.
- All electrical equipment is to be electrically tested and tagged by a licensed electrician to Australian Standard AS3760: In service safety inspection and testing of electrical equipment, before arrival on-site. Non-tagged equipment must not be used on-site.
- All leads and equipment to be kept in a good, safe condition.
- All flexible leads shall be double insulated multi-stranded with flexible conductors.

Electrical extension leads used on ANU sites will be of the following voltage capacities:

- 32V for portable lighting, etc.
- 240V for general-purpose power tools etc.
- 415V 3 phase power supply for welders, portable extraction/blower fans, etc.

Electrical extension leads used on ANU sites shall comply with the following guidelines:

- Leads should not be used over distance in excess of 30 metres.
- Leads should not be located across walkways or roadways where they are subject to pedestrian/vehicular traffic, unless they are protected by properly constructed approved cable bridges, with appropriate warning signs displayed.
- Leads shall be supported with rope or wire ties using a catenary system and support posts (if required) if suspended over long distances up to 30 metres.
- Leads must be mechanically protected when employed in areas subject to possible inadvertent damage.
- Flexible leads and appliances shall only be plugged into switched socket outlets provided with 30mA earth leakage protection. If the presence of a 30mA earth protection device is not obvious, the contractor must utilise a portable 30mA earth leakage protection device that has been tested and tagged by a qualified electrician.
- Always ensure that the earth return welding lead is connected as close as possible to the work area, e.g. on the same piece of steel that is being worked upon.
- It is essential to ensure on all welding jobs, that the earth lead, as well as the positive lead, is in good condition and free of defects.
- All repairs are to be undertaken by a qualified electrician, at the expense of the contractor.
- All portable electrical generation sets, welding plant etc. must be fitted with 30mA earth leakage/residual current protection devices on 240v supplies.

## 7.5 Lockout and Tag out of Service

No person is to attempt or to carry out inspection, maintenance or cleaning work that exposes that person or others to contact with moving machinery/equipment product or parts thereof that has not had all energy sources isolated and locked out. All ANU sites are covered by the [ANU Isolation and Danger Tagging Procedure](#) for the isolation and lockout of fixed plant and mobile equipment. The contractor is to ensure that any person acting on their behalf is trained in those procedures prior to carrying out the work and that those procedures are complied with at all times.



Failure to comply with this requirement will result in the personnel involved being dismissed from the site and a review of the contract.

## 7.6 Explosives

No explosives will be transported, stored, or used on ANU sites without the approval of the ANU Project Officer / Coordinator / Supervisor and ANU Work Environment Group.

## 7.7 Hazardous Substances and Dangerous Goods

The contractor will not bring chemicals, compressed gasses, fuels, cleaning agents, glues, etc. on-site without the permission of the ANU Project Officer / Coordinator / Supervisor. The contractor will be responsible to provide a supplier's Safety Data Sheet (SDS) for each product to the ANU Project Officer / Coordinator / Supervisor and ensure that all such products are properly labelled. A Hazardous Substances and Dangerous Goods Register must be held on-site which includes Safety Data Sheets (SDS's) and Hazardous Substances and Dangerous Goods Risk Assessments. If safe hazardous substance storage facilities are not available, only the amount required for the task on that day should be kept on-site.

Appropriate spill kits must be available if required by legislation and/or the ANU Project Officer / Coordinator / Supervisor. Disposal of substances safely and in compliance with health, safety and environmental legislation is the responsibility of each contractor.

## 7.8 Mechanical Lifting Devices

The following requirements will apply to the use of lifting devices such as lifting beams, bars, lifting frames, etc.:

- All fabricated lifting devices shall be properly designed and certified by a qualified engineer, to the requirements of the relevant Australian Standards and approval secured before fabrication. All items of lifting equipment referred to in this standard must bear a stamp or tag stating the Working Load Limit (WLL) or Safe Working Limit (SWL) of the device.
- All lifting equipment brought onto an ANU site must be in good condition. All chain-falls, chain-pulls, cumalongs, winches, slings must have their Working Load Limit (WLL) clearly displayed.
- Fibre webbing slings must be certified and may only be used with by qualified personnel.
- All hooks on anchor points and load bearing lines must be fitted with a safety latch.
- Complies with AS4991

No equipment, front end loader, backhoe, etc. shall be used as a crane on an ANU site, unless authorised by the ANU Project Officer/Coordinator/Supervisor and complying with Australian Standard AS1418.8: Cranes, hoist and winches special purpose appliances.

### 7.8.1 Hoisting

All hoisting operations for personnel will require an approved "man cage" conforming to Australian Standards AS1418.17: Design & Construction of Workboxes, AS2550: Cranes, hoists and winches and AS2359: Powered Industrial Trucks. Man cage attachments are prohibited from being used on a Front End Loader (FEL) on all ANU sites.

Any hoist equipment used on an ANU site must conform to the relevant legislation & Australian Standards.

### 7.8.2 Cranes

All cranes used on-site will conform to the requirements of the relevant State Legislation and the Australian Standard AS1418: Cranes, hoists and winches.

## 7.9 Noise

All relevant equipment brought on-site must have its noise emission level identified. All equipment with noise emissions that exceed the statutory action level of 85 dBA (Leq) 8-hour must be adequately identified as a noise hazard and all personnel operating or working in proximity to that equipment must use approved hearing protection if the noise level cannot be reduced by engineering controls.

It is the responsibility of the contractor to advise the ANU Project Officer / Coordinator / Supervisor of any equipment to be used that exceeds the noise level set out above. The ANU Project Officer / Coordinator / Supervisor has the authority to prohibit or restrict the use of such equipment.

The use of iPods, MP3 players, CD players, noise cancelling headsets, mobile phones with headphones and portable radios are not permitted for use on-site.

This requirement excludes noise hazards where the appropriate section of PPE has been determined as one of the control measures.

### 7.10 Permit To Work

#### 7.10.1 Excavation, Trenching and Surface Penetration

Any excavation, trench or surface penetration (breakthrough) of surfaces such as walls, shall only be completed after all underground services maps and other relevant service maps have been reviewed to locate and if necessary lockout all potentially affected hazardous energy sources.

All excavation or trenching tasks that exceed 300 millimetres in depth or involve the disturbance of a sealed pavement surface (such as a concrete slab), regardless if it is impossible for a person to fully enter the excavated area or trench must be authorised to do so by the ANU Project Officer / Coordinator / Supervisor or other authorised delegate through the permit to work system.

Where an excavation or trench is to be entered by a person, the contractor must be suitably qualified to ensure that all support structures and control measures are in place and are suitable to prevent the collapse of the excavation or trench.

#### 7.10.2 Hot Work

A [Hot Work Permit](#) is intended to safeguard people and property. During the course of operating, maintaining or installing new plant or equipment, it is frequently necessary to perform “Hot Work” activities outside of a designated hot work area.

Hot Work is defined as any activity likely to produce a source of ignition and includes the following:

- All forms of welding;
- Oxy cutting/heating; and
- Use of spark producing tools (e.g. angle grinders).

The Site Hot Work procedure shall be followed at all times.

All equipment brought on-site for welding and metal fabrication shall comply with the relevant Australian Standards. All on-site welding work shall be done in accordance with the Code of Practice for Welding Processes.

#### 7.10.3 Working at Heights

Where contractors work at heights with potential to fall 2m or more to the ground or other platform, the work must be authorised by the ANU Project Officer / Coordinator / Supervisor with completion of an authorised Permit to Work. Contractors must provide safe operating procedures for access, lockout and working requirements for overhead and gantry cranes and crane runway systems. The contractor shall ensure adequate

protection is provided including use of appropriate scaffolding, elevated work platforms, etc. Where this is not practical the use of harnesses, lanyards and fall arrest systems shall be used.

All working at heights equipment such as elevated work platforms, that are to be used on an ANU on-site, should only be repaired using manufactures, or approved compatible parts.

Where elevated work is undertaken, the area below shall be suitably fenced/roped off. Signs reading “Danger Work Overhead” shall be conspicuously posted.

#### 7.10.4 Confined Spaces

All work to be performed in a confined space must be performed in accordance with Australian Standard AS2865: Safe work in a Confined Space and relevant state/territory legislative requirements.

### 7.11 Personal Protective Equipment

Contractors shall ensure that appropriate Personal Protective Equipment (PPE) is available, maintained and used by their employees and sub-contractors in relation to hazards associated with their work.

The basic PPE on all ANU sites may include:

- Approved safety boots – ankle height or high leg to Australian Standard AS2210: Occupational protective footwear, anywhere in the workplace.
- High visibility clothing complying with AS 4602: High visibility safety garments.
- An approved safety helmet to Australian Standard AS1801: Occupational protective helmets, where designated.
- Approved safety glasses to Australian Standard AS1336: Recommended practices for occupational eye protection, must be worn at all times where designated.
- Personal hearing protection devices complying with the requirements of Australian Standard AS1269: Occupational noise management must be used when exposed to noise levels in excess of 85 dBA (Leq) 8hr or 140dB Lin. peak in the workplace.

Personal protective devices such as face shields or goggles when grinding, gloves for sharp materials and other PPE must be made available by the contractor to their employees for use when they are exposed to specific hazards.

Specific arc flash personal protective equipment is required when working in switch rooms on ANU sites.

Contractors should contact the ANU Project Officer / Coordinator / Supervisor or other delegate before entering switch rooms on-site.

Where signage indicates that dust masks should be used, persons shall wear a P2 dust mask complying with AS/NZS 1716: Respiratory Protective Devices.

#### 7.12 Portable Ladders

All portable ladders used on-site must comply with [Australian Standard AS1892: Portable Ladders](#).

#### 7.13 Spray Painting and Abrasive Blasting

The use of Spray painting and abrasive blasting equipment and the equipment itself must comply with the relevant legislation.

#### 7.14 Working Alone (isolated)

If contractors have to work alone on-site, they must ensure that the risk is managed by ensuring they have implemented appropriate controls for communication (e.g. radio, mobile phone) and the task.

A contractor should complete a risk assessment to document the hazards, assess the risks and select the controls and this must be approved by the ANU Project Officer/Coordinator/Supervisor before the Contractor can work alone on-site. Templates for risk assessments can be accessed through the [Workplace Health and Safety](#) website.

# Attachment A



## ANU Contractor Statement

Contractor Company Name & ABN:
Address:
Worksite:
Sub-contractors:

I have received a copy of the Australian National University, Facilities and Services Division, Contractor Governance and Assurance Handbook, including the following attachments which I agree to follow and comply with:

- Attachment B: ANU Minimum Insurance Guidelines;
- Attachment C: Work Order Terms and Conditions (other forms of contractual agreements take precedence); and
- [Chapter 3.6 Contractor Safety Management](#)
  - Appendix I – Construction Site Monitoring C1 Contractors
  - Appendix J – Site Monitoring C2 and NC1 Contractors
  - Appendix K – Work Performance Monitoring NC2 Contractors

### Insurance Requirements:

Attach copies of relevant insurance policies as per the Minimum Insurance Guidelines at Attachment B at the back of this handbook or via the ANU Facilities and Services [Contractors and Consultants](#) webpage.

### Declaration:

For and on behalf of the Contractor:

Signed: \_\_\_\_\_ Name: \_\_\_\_\_  
*(printed)*

Dated: \_\_\_\_\_

For and on behalf of Australian National University (ANU) Pty Ltd, having obtained copies of the above policies:

- Copies of insurance policies obtained
- Contractor WHS management system assessed

Signed: \_\_\_\_\_ Name: \_\_\_\_\_  
*(printed)*

Dated: \_\_\_\_\_

**UNCONTROLLED WHEN PRINTED**

**UNCONTROLLED WHEN PRINTED**

# Attachment B

## ANU Minimum Insurance Guidelines

### Consultant and Contractor Public Liability and Professional Indemnity Insurance:

Where a consultant, contractor or sub-contractor is engaged by the University, they should have the following insurances:

Contract	Public Liability Insurance	Professional Indemnity Insurance
Consultancy Services Agreement	\$20m	\$20m
Minor Work Contract	\$20m	\$20m
Goods and Services Agreement	\$20m	\$20m
Services Agreement	\$20m	\$20m
T&C for Work Order and Purchase Order	The Contractor must have and maintain insurance cover sufficient to cover any loss or costs that may be incurred and for which the Contractor is liable in connection with the supply of the Works, including, as applicable, product liability insurance, public liability, professional indemnity insurance and worker's compensation insurance.	

### Consultant and contractor Workers Compensation Insurance:

- Workers Compensation insurance is mandatory as required by state or territory law.

### Insurance Certificates of Currency:

Contractors and Consultants are required to provide a Certificate of Currency for each insurance policy, setting out:

- the name of the insurer;
- the period of insurance;
- the amount of any excess; and
- the limit of liability.

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*Note: If there is any doubt regarding these requirements please contact the ANU Project Officer / Coordinator / Supervisor for further advice.*

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# Attachment C

## Work Order Terms and Conditions

### 1. General

- 1.1 The "Contract" includes the work order, these terms and conditions attached or provided separately, and any other documents incorporated by reference in that form ("the Work Order"), and any amendments to any of those documents agreed in writing by the University.
- 1.2 No additional conditions proposed by the Contractor apply to the provision of the Supplies unless agreed in writing by the University.
- 1.3 If there is any inconsistency between the Work Order and these terms and conditions, the Work Order prevails to the extent of that inconsistency.
- 1.4 In this Contract the following definitions apply:
- **Contractor** means the supplier named on the Work Order and its Personnel.
  - **GST** has the meaning given to it by *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.
  - **Intellectual Property** means all intellectual property rights, including:
    - a) rights in relation to patents, copyright, circuit layouts, trade marks (including goodwill in those marks), business names and any right to have confidential information (including trade secrets and know-how) kept confidential and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world;
    - b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and
    - c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere, whether or not such rights are registered or capable of being registered.
  - **Personnel** means in relation to a party, any employee, officer, agent, or professional adviser of that party, and in the case of the Contractor, any subcontractor.
  - **University** means the Australian National University (ABN 52 234 063 906) established under the *Australian National University Act, 1991 (Commonwealth)* and includes its Personnel.
  - **Works** means the work to be supplied under the Contract as specified in the Work Order;
  - **University Representative** means the supervisor identified on the Work Order.
- 1.5 In this Contract, unless the context otherwise requires: words importing one gender include any other gender; words importing the singular include the plural and vice versa; reference to a person includes a body politic, a body corporate and a natural person; and headings are for guidance only and do not affect the interpretation of the clauses they refer to.

### 2. Performance and Delivery

- 2.1 The performance and delivery of all Works must be made at the time, place, and in the manner, stated in the Work Order.
- 2.2 The University may reasonably specify in writing to the Contractor another time, place or manner for delivery or performance, in which case that other time, place or manner applies in place of that stated in the Work Order.
- 2.3 The Contractor must inform the University Representative immediately on the completion of the Works.

### 3. Contractor Governance and Assurance

- 3.1 The Contractor must understand the expectations and satisfy the requirements outlined in the Facilities and Services Division

Contractor Governance and Assurance Handbook which is available by emailing the F&S Program Office at [pm.scheduler@anu.edu.au](mailto:pm.scheduler@anu.edu.au)

### 4. Quality and Compliance with Requirements

- 4.1 The Contractor must provide the Works with due skill, care and diligence and to the best of the Contractor's knowledge and expertise.
- 4.2 The Contractor must provide the Works as described in the Work Order to the reasonable satisfaction of the University.
- 4.3 The Contractor must comply with any requirements relating to the provision of Works as stated in the Work Order or as agreed variations to the Work Order with the University Representative.
- 4.4 Without limiting clauses 4.1, 4.2 and 4.3, all Works must be free from defects in materials and workmanship, be of merchantable quality and be fit for their purpose.
- 4.5 Notwithstanding any other right that the University has under this Contract, if, during the period of ninety (90) days commencing on the day of the completion of Works, it is discovered that the Works contain a defect, the Contractor must, at the request of the University:
  - a) replace the Works within five (5) business days from the day the Works were notified to the Contractor as being defective or some other time frame approved by the University; or
  - b) rectify the Works to the satisfaction of the University within five (5) business days from the day the Works were notified to the Contractor as being defective or some other time frame approved by the University; or
  - c) reimburse the University for any replacement or rectification of the Works that the University obtains from a third party.
- 4.6 The Contractor must meet all costs associated with the discharge of its obligation in clause 4.5.
- 4.7 If, at any time, the Contractor becomes aware of any defect which will adversely affect, or will be likely to adversely affect, the performance or operation of Works, the Contractor must immediately notify the University Representative of that defect.
- 4.8 If the Contractor gives a notice referred to in clause 4.7, the Works are deemed to have a defect for the purposes of clause 4.5 and the Contractor must comply with its obligations set out in clauses 4.5 and 4.6.

### 5. Inspection and Acceptance

- 5.1 The University may inspect the performance and outcome of the Works at any time and for that purpose the Contractor must, at reasonable times, give the University Representative access to the premises at which the Works are being performed.
- 5.2 If there is a defect in the performance of the Works or the Works are not complete or the Work does not meet their purpose, the University may by notice require the Contractor to remedy the defect, rectify, complete or redo the Works, at no additional cost to the University within fourteen (14) business days.
- 5.3 Where the Contractor fails to meet clause 5.2, the University may perform or have performed the necessary work and recover the cost from the Contractor without prejudice to any other rights or remedies the University may have.

### 6. Site & Site Safety

- 6.1 The business hours of the University are Monday to Friday from 07.30am to 05.00pm.
- 6.2 The Contractor must gain written authorisation from the University Representative to work outside these hours.
- 6.3 The Contractor will be given reasonable access to the University site for the purpose of meeting its obligations under the Contract. Access to the University site will be restricted to the Contractor's

- Personnel identified to the University and each Personnel will be issued with an identification pass by the University, unless otherwise agreed in writing by the University.
- 6.4 Access to any building of the University only confers on the Contractor a right to such use and control as is necessary to enable it to meet its obligations under the Contract. The Contractor must not commit any act of trespass in the carrying out of its obligations under the Contract.
- 6.5 If the location of the provision of Works is in close proximity to teaching activities of the University, all excessively noisy activities are to be carried out prior to 9.00am Monday to Friday or when adjacent teaching venues are vacant.
- 6.6 The Contractor will be deemed to have inspected the work site and to have allowed for all circumstances affecting the nature, scope or any other aspect of the work that are evident from site inspection.
- 6.7 The Contractor must make good, at their own cost, all fencing, roads, footpaths, and surface generally which may be disturbed by the cartage or other operations of the Contractor. The Contractor must return the site of the works and areas adjacent thereto to the state of repair before commencement of the works, and, as directed by the University from time to time during the term of the contract, remove from the site all rubbish, debris and waste resulting from the Contractor's activities.
- 6.8 The Contractor must obtain clearances from the University, and all other relevant ACT Government and utilities service providers prior to commencement of any excavation, trenching, demolition, or cutting and drilling of the building fabric. All costs associated with repairs or restoration of services caused by the Contractor's negligence or failure, including those of its employees or subcontractors, to obtain clearances will be borne by the Contractor.
- 6.9 The Contractor must check the Hazardous Materials Register (available at <https://services.anu.edu.au/campus-environment/building-management>) which identifies the hazardous materials for all buildings on campus.
- 6.10 If the Contractor encounters hazardous materials while delivering the Works, all Works in the area is to cease and the area is to be secured. The University Representative is to be immediately advised and will take further action in accordance with the Hazardous Material Management Manual. Return to the site will be at the University's discretion.
- 6.11 The Contractor must ensure that the safety of the site is maintained to comply with University's work health and safety policy (available at <https://services.anu.edu.au/human-resources/health-safety>) and all relevant statutes, regulations, by-laws, and requirements of any Commonwealth, State, Territory or local authority.
- 7. Parking**
- 7.1 Parking restrictions apply at the University site and the Contractor must ensure that its Personnel are alerted to parking restrictions, as advised on signage at the University site. Parking arrangements are the responsibility of the Contractor and its Personnel.
- 7.2 Parking information is available at <https://services.anu.edu.au/campus-environment/transport-parking>
- 8. Contractor Induction**
- 8.1 The Contractor must complete an online induction available on the University's website at <https://services.anu.edu.au/training/contractor-induction>.
- 8.2 The Contractor must ensure its conduct is in accordance with the guidelines contained in that online induction and any site specific induction that may be provided.
- 9. Fees**
- 9.1 The fee for the Works is the fee agreed between the Contractor and the University and includes:

- a) all taxes (including GST), duties and other imposts for which the Contractor is liable;
- b) all insurance costs;
- c) all amounts payable for the use thereof (whether in the course of manufacture or use of the patents, copyright, registered designs, trademarks and other intellectual property rights); and
- d) all charges for supply of the Works, including testing, inspection, packing, delivery or otherwise.
- 9.2 The University must pay to the Contractor the fees within thirty (30) days, subject to :
- a) clause 10; and
- b) the Works are completed as specified and accepted by the University Representative.
- 9.3 The Contractor must provide a correctly rendered invoice in accordance with clause 10.
- 9.4 If an invoice is found to have been rendered incorrectly after payment, any underpayment or overpayment will be recoverable by or from the Contractor, as the case may be, and, without limiting recourse to other available means, may be offset against any amount subsequently due by the University to the Contractor under this Contract.

## 10. Invoicing Requirement

- 10.1 The invoice must be in a form approved by the University and must contain:
- a) the Contractor's name, address and ABN;
- b) Pre-GST amounts, the amount of GST applied and the total price payable by the University;
- c) the Work Order number provided by the University;
- d) a description of supplies and period covered;
- e) the quote number and date provided by the Contractor;
- f) an itemised list of labour and material cost; and
- g) any certification or report requested by the University.
- 10.2 The invoice must comply with the requirements of the GST law.
- 10.3 The invoice must be submitted via email to [invoice.workflow@anu.edu.au](mailto:invoice.workflow@anu.edu.au) in one of the following formats, being PDF, DOC, DOCX, XLS, XLSX.

## 11. Intellectual Property

- 11.1 Ownership of all Intellectual Property created under the Contract and relating to the Works vests from the time of creation in the University.
- 11.2 The Contractor must not use, disclose, copy or reproduce that Intellectual Property except for the purposes of the Contract.
- 11.3 The Contractor must at all times indemnify the University, its officers, employees, agents and sub-licensees, from and against all loss, damage, costs (including legal costs and expenses on a solicitor/own client basis), compensation and expenses arising out of the infringement or alleged infringement of any Intellectual Property, by reason of the purchase, possession or use of the Works.

## 12. Assignment and Subcontracting

- 12.1 The Contractor must not, without the consent in writing of the University Representative, assign its rights and/or obligations under this Contract or subcontract any part of the performance of this Contract.
- 12.2 The Contractor shall not enter into a subcontract under the Contract with a subcontractor named by the Director of Affirmative Action as an employer who is not complying with the Equal Opportunity for Women in the Workplace Act 1999.

## 13. Applicable Law

- 13.1 This Contract shall be construed and take effect in accordance with the laws in force for the time being in the State or Territory of Australia in which the Works are provided under the Contract.
- 13.2 The Contractor shall ensure that the Works comply with the laws from time to time in force in the State or Territory in which the work under this Contract is to be performed.

## 14. Termination for Insolvency or Breach



14.1 Without prejudice to its rights at common law, the University may, by notice in writing to the Contractor, terminate the Contract if the Contractor:

- a) becomes bankrupt or insolvent; being a partnership, becomes dissolved; makes an assignment of its estate for the benefit of creditors or enters into any arrangement or composition with its creditors or has a receiver or receiver and manager appointed; goes into liquidation or passes a resolution to go into liquidation, otherwise than for the purpose of reconstruction; or becomes subject to any petition or proceedings in a court for its compulsory winding-up or becomes subject to supervision of a court either voluntarily or otherwise; or suffers any execution against its assets; or
- b) fails to commence performance of the Contract or to proceed at a rate of progress so as to ensure the due and proper completion of the Contract; or
- c) fails to take action to remedy a breach of any other obligation under the Contract within seven (7) days of being given notice by the University requiring the Contractor to remedy the breach; or
- d) fails to remedy a breach referred to in this paragraph within fourteen (14) days of being given the notice referred to; or
- e) assigns its rights otherwise than in accordance with the requirements of the Contract.

14.2 Where, before termination of the Contract under clause 14.1, the University has made any payment in advance on account of the contract price to the Contractor, the total amount of that payment must be repaid by the Contractor to the University on termination and, if not repaid is recoverable by the University from the Contractor as a debt.

14.3 If the Contract is terminated under this clause:

- a) the parties are relieved from future performance, without prejudice to any right of action that has accrued at the date of termination;
- b) rights to recover damages are not affected; and
- c) the Contractor must indemnify the University in respect of any loss it incurs in purchasing similar Works from other Contractors.

## 15. Termination for Convenience

- 15.1 The University may at any time give notice in writing to the Contractor to terminate the Contract or any part without cause.
- 15.2 On receipt of the notice, the Contractor must cease or reduce work as specified in the notice and take all steps possible to mitigate losses.
- 15.3 If this Contract is terminated in accordance with the provisions of this clause, the University will be liable only for:
- a) fees under the fees provisions of this Contract for the Works rendered before the effective date of termination; and
  - b) any reasonable costs incurred by the Contractor and directly attributable to the termination or partial termination of this Contract.
- 15.4 The aggregate of any compensation and any sums paid or due or becoming due to the Contractor under the Contract will not exceed the contract price payable under the Contract.
- 15.5 If this clause is invoked, it will prevail over other inconsistent provisions.

## 16. Consequences of Termination

- 16.1 In the event of termination for any reason, all rights of the Contractor granted under the Contract will terminate and the Contractor must cease to use the University's Intellectual Property in any manner whatsoever. The Contractor must deliver up to the University all copies of the University's Intellectual Property in the possession, custody or control of the Contractor.

## 17. Confidentiality

- 17.1 The Contractor must treat, and require its Personnel to treat, all confidential information of the University given in connection with the Contract and identified as having, or marked with, a classification indicating its confidentiality, according to that

classification. This clause does not apply to information which is part, or becomes part, of the public domain otherwise than by breach of this clause.

## 18. Indemnity and Insurance

- 18.1 The Contractor must at all times indemnify the University, its officers, employees and agents ("those indemnified") from and against any loss (including legal costs and expenses on a solicitor/own client basis), or liability, reasonably incurred or suffered by any of those indemnified arising from any claim, suit, demand, action or proceeding by any person against any of those indemnified where such loss or liability was caused by any wilful, unlawful or negligent act or omission of the Contractor, its officers, employees, agents or subcontractors in connection with the Contract.
- 18.2 The Contractor must have and maintain insurance cover sufficient to cover any loss or costs that may be incurred and for which the Contractor is liable in connection with the supply of the Works, including, as applicable, product liability insurance, public liability, professional indemnity insurance and worker's compensation insurance.
- 18.3 The Contractor will provide evidence of insurance at the request of the University during the term of this Contract.

## 19. Waiver

- 19.1 A party's failure or delay to exercise a power or right does not operate as a waiver of the power or right.
- 19.2 A waiver is not effective unless in writing.

## 20. No consequential loss

- 20.1 The University will not under any circumstances be liable to the Contractor for any loss of profit or for any loss of a consequential nature whatsoever by the Contractor.

## 21. Dispute Resolution

- 21.1 Before resorting to external dispute resolution mechanisms, the Contractor and University will attempt to settle by negotiation any dispute in relation to the Contract including by referring the matter to personnel who may have authority to intervene and direct some form of resolution.
- 21.2 In the event the dispute remains unresolved after ten (10) business days of the notification of the dispute, the Contractor and University will submit the dispute to a mediator to be agreed.
- 21.3 If a dispute is not settled within a further thirty (30) business days of referral under clause 21.2, the dispute may be the subject of court proceedings.
- 21.4 Notwithstanding the existence of a dispute, the Contractor and the University will continue to perform their obligations under the Contract.
- 21.5 A party may commence court proceedings relating to any dispute arising from this Contract at any time where that party seeks urgent interlocutory relief.
- 21.6 This clause will survive the expiration or termination of the Contract.

## 22. Entire Understanding

- 22.1 Unless the University specifies that another contract shall govern the relationship between the Contractor and the University in relation to the Works, this Contract contains the entire agreement and understanding between the University and the Contractor on everything connected with the subject matter of this Contract and supersedes any prior agreement or understanding on anything connected with that subject matter.

## 23. Relationship

- 23.1 The Contractor is an independent contractor of the University. Nothing in this Contract constitute any other type of relationship between the parties.

## 24. Acceptance by Contractor

- 24.1 Upon the Contractor's acceptance (whether in writing or by conduct) of the Work Order, the Contractor agrees to these terms and conditions.

24.2 No additional conditions proposed by the Contractor apply to the provision of the Works unless agreed in writing by the University.

# Attachment D

FACILITIES AND SERVICES DIVISION  
CONTRACTOR APPLICATION FOR IDENTIFICATION AND ACCESS CARD  
QMS-FS-FRM-71-004\_Rev 0 20220617

## CONTRACTOR APPLICATION FOR IDENTIFICATION AND ACCESS CARD

Company Name .....

Company Address .....

.....

Company Contact Number .....

Company Email .....

Staff Member Name .....

ACT OHS Construction Induction Card (White Card) Number .....

VET Asbestos Awareness Training .....

Trades being undertaken .....

.....

Trade Licences &amp; Number if applicable e.g. Plumbing, Electrical .....

.....

**Registered Training**

Height Safety Number and expire date .....

Confined space Number and expire date.....

**Electrical Trade Workers Only**

I have read the ANU Electrical Safety Management Procedure -  
[https://policies.anu.edu.au/ppi/document/ANUP\\_000572](https://policies.anu.edu.au/ppi/document/ANUP_000572) and understand and will comply with  
the requirements.

Signature and Date.....

**UNCONTROLLED WHEN PRINTED**