

File: T&F19/1371 A1470753

7 July 2020

Adelaide SA 5000 GPO Box 1045 Adelaide SA 5001 DX56205 Tel 08 8226 9500 Fax 08 8226 3819 http://www.treasury.sa.gov.au ABN 19 040 349 865

State Administration Centre 200 Victoria Square

Hon. Stephen Mullighan MP Member for Lee Level 1, 62 Semaphore Road SEMAPHORE SA 5019

Sent via email: <a href="mailto:lee@parliament.sa.gov.au">lee@parliament.sa.gov.au</a>

Dear Mr Mullighan

#### Freedom of Information – Staff Training – CIPS Australasia

I refer to your application under the *Freedom of Information Act 1991* (FOI Act), received by the Department of Treasury and Finance (DTF) on 13 November 2019.

Your application specifically requested:

'All minutes, briefings and documents regarding 'Staff Training – Effective Procurement Leadership' conducted by CIPS Australasia Pty Ltd. Date Range: 01/02/2018 – 13/11/2019'

Under the Act, an agency has 30 days to respond to a freedom of information request. As DTF did not respond to your request within the time frame required, the department is deemed to have refused you access to all documents relevant to your application. However, I have determined to process the request as if the statutory time frame had been met.

The purpose of this letter is to advise you of my determination.

A total of 6 documents were identified as answering the terms of your application and I have determined as follows:

- I grant you access in full to 2 documents, copies of which are enclosed, and
- I grant you access in part to 4 documents, copies of which are enclosed.

Please refer to the attached schedule that describes each document and sets out my determination and reasons in summary form.

#### Documents released in full

Documents 5 and 6

#### Documents released in part

Document 1 and 2 contain information that details membership pricing and course costs charged by CIPS Australasia. This information, if released, has the potential to have an

adverse effect on CIPS Australasia's business affairs, by providing competitors with an unfair advantage when negotiating future service agreements.

DTF acknowledges that there is a strong public interest in the use of public moneys and the amount spent by government on external service suppliers which enables public scrutiny. However, DTF believes that this is outweighed by the public interest in preserving the sensitivity of information concerning the business affairs of service suppliers so that they do not suffer commercial damage from having those agreements made public, and that the government and its suppliers maintain a positive working relationship. I have therefore determined to exempt this information from disclosure pursuant to Schedule 1 of clause 7(1)(c) to the FOI Act.

In addition document 2 contains an active account number which forms part of the business and financial affairs of CIPS Australasia. If released there is a possibility some adverse effect could flow from its disclosure. As the release of this information is not likely to enhance participation by members of the public in the democratic process, but could possibly have some adverse effect on CIPS Australasia's financial affairs, DTF considers that, on balance, it would be contrary to the public's interest to release it. I have therefore determined to exempt this information pursuant to clause 7(1)(c).

Documents 3 and 4 contain information that relate to the personal affairs of third parties. Under clause 6(1) of Schedule 1 to the FOI Act, a document is exempt if its disclosure would involve the 'unreasonable disclosure of information concerning the personal affairs of any person'. Whilst it is not DTF's usual practice to exempt the names of public servants, in this instance, I consider that the attendees have undertaken training in a personal capacity which falls within the definition of personal affairs under the FOI Act. I therefore exempt this information from release pursuant to clause 6(1) of Schedule 1 to the FOI Act.

#### **Exemptions**

#### Clause 6 – Documents affecting personal affairs

(1) A document is an exempt document if it contains matter the disclosure of which would involve the unreasonable disclosure of information concerning the personal affairs of any person (living or dead).

#### Clause 7 – Documents affecting business affairs

- (1) A document is an exempt document—

  - (c) if it contains matter—
    - (i) consisting of information (other than trade secrets or information referred to in paragraph (b)) concerning the business, professional, commercial or financial affairs of any agency or any other person; and
    - (ii) the disclosure of which—
      - (A) could reasonably be expected to have an adverse effect on those affairs or to prejudice the future supply of such information to the Government or to an agency; and
      - (B) would, on balance, be contrary to the public interest.

Please note, in compliance with Premier and Cabinet Circular PC045 - *Disclosure Logs for Non-Personal Information Released through Freedom of Information* (PC045), DTF is now required to publish a log of all non-personal information released under the *Freedom of Information Act 1991*.

In accordance with this Circular, any non-personal information determined for release as part of this application, may be published on the DTF website. A copy of PC045 can be found at the following address: <a href="http://dpc.sa.gov.au/what-we-do/services-for-government/premier-and-cabinet-circulars">http://dpc.sa.gov.au/what-we-do/services-for-government/premier-and-cabinet-circulars</a> Please visit the website for further information.

#### **Appeal Rights**

If you are aggrieved with this determination, you have a right to apply for internal review under subsection 29(1) of the FOI Act. Pursuant to subsection 29(2), your application must:

- be in writing
- be accompanied by the application fee of \$36.75
- be addressed to the principal officer, and
- be lodged at an office of DTF, or emailed to <a href="mailto:freedomofinformation2@sa.gov.au">freedomofinformation2@sa.gov.au</a> within 30 days after the day on which you receive this letter or within such further time as the principal officer may allow.

If you require any further information please phone Inthira Stocker on (08) 8429 0839.

Yours sincerely

Maria Ross

ACCREDITED FREEDOM OF INFORMATION OFFICER

# **Schedule of Documents**

T&F19/1371 - Hon. Stephen Mullighan MP - " All Minutes, briefings and documents regarding Staff Training - Effective Procurement Leadership conducted by CIPS Australia Pty Ltd"

Doc. No.	Date	Description of Document		Determination Recommendation	Exemption Clause	
1	12/04/2018	Standard Goods and Services Agreement - Procurement Capability Development Products & Solutions - PREM042336/4	23	Released in part	7(1)(c)(i)(ii)(A)(B) - Contains information concerning the business, professional, commercial or financial affairs of any agency or person & contrary to public interest	
2	5/09/2019	CIPS Invoice - SIN1906S050100343	1	Released in part	7(1)(c)(i)(ii)(A)(B) - Contains information concerning the business, professional, commercial or financial affairs of any agency or person & contrary to public interest	
3	23/05/2019 at 9:33am	Email - Confirmation: Effective Procurement Leadership - Wednesday, 29 May 2019	1	Released in part	6(1) - Unreasonable disclosure of personal affairs	
4	29/05/2019	Feedback Questionaires	14	Released in part	6(1) - Unreasonable disclosure of personal affairs	
5		CIPS Skills Training - Effective Procurement Leadership	43	Released in full		
6		State Procurement Board: Effective Procurement Leadership - 1 Day Workshop	1	Released in full		

# Effective Procurement Leadership

**Government of South Australia**State Procurement Board

make the right move in 2019 with

**CIPS Skills Training** 



Chartered Institute of Procurement & Supply

# Getting the best from your training

CIPS training courses encompass every aspect of a career in procurement, from new starters to the profession to senior professionals. There's never a time that you will have learned everything and no matter how experienced you become there's always scope to enhance your skills.

We deliver the training, but the responsibility to learn rests with you. There are a few things you can do to maximise your learning potential:

#### Be prepared to learn.

Your tutor will help you understand the subject matter using the learning materials and their own experiences. You need to absorb the information and work with your tutor to discover how to apply this knowledge to your organisation.

#### Take notes, as many as possible!

You don't need to write down every word but keep track of the key concepts, explanations and examples. Ask your tutor for relevant website links and don't be afraid to ask them to explain anything you don't understand. You could ask to record the session, with the permission of your tutor and fellow trainees.

#### Understand your own learning style.

Do you like to talk, debate and discuss? Are you a practical doer or a theoretical thinker? While you won't be able to isolate your learning into one learning style, you can talk to your tutor about the best ways you will learn.

#### Manage your learning.

This will be in some way shaped by your learning style. It can be difficult to simply keep written notes of everything, so you may need to include charts, diagrams and pictures to help you keep track of everything.

#### Think like your tutor.

They are bringing their invaluable experiences to your session, so try to assess how they approach and speak about procurement. By doing this, you can emulate their style when you return to your workplace.

Find our full list of courses at: www.cips.org/training



CIPS has aligned all of its courses to the Global Standard, identifying the knowledge and capabilities required at all levels. Relevant e-learning has also been mapped to each of the courses, enabling you to buy the appropriate additional online support to complement your training.

# CIPS Global Standard for Procurement and Supply

The CIPS Global Standard for Procurement and Supply provides a comprehensive competency framework for organisations and individuals to operate within. Defining required skills and competencies at different levels, it can help to shape knowledge and behaviours that drive excellence in supply chain practice.

Read through the competency levels to assess the appropriate level for you to begin, or continue with, your career development. You can then look through the training courses that are relevant at that level.

#### The competency levels as outlined by the standard are:

#### **Tactical**

Carries out an administrative role, recognising, describing and applying key transactional processes of procurement and supply.

#### **Operational**

Capable of applying key tasks associated with procurement and supply operations. Competent at providing advice and guidance to key stakeholders on the performance of procedures and processes.

#### Managerial

At this level buyers should have all of the pre-licence capabilities in the Operational and Tactical levels and be able to develop, improve and fulfil organisational and functional objectives in procurement and supply.

#### **Professional**

Competent at formulating, directing and advising on all aspects of the procurement and supply functions across all types of organisation in any sector, globally. Capable of leading and influencing both internal and external stakeholders, managing change and leading and influence internal and external stakeholders.

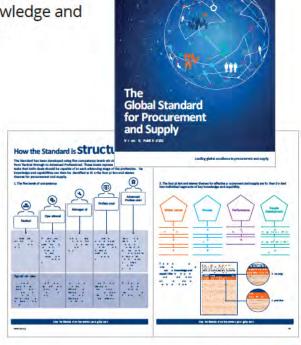
#### Advanced professional

Leading procurement teams within an organisation and influencing the board to adopt leading-edge procurement strategies, establishing best practices and influencing supply markets with innovative sourcing solutions.



professionals have used the online tool to plan their career development

www.cips.org/global-standard



**OCIPS** 



# Are you ready to invest in your future?

A professional qualification is one of the best ways of demonstrating your commitment to the profession and your desire to enhance your current knowledge and earn new skills. Alongside membership of a professional body such as CIPS, it can boost your reputation and increase your earning power.



- It signifies to the world your achievement and ongoing commitment to excellence
- It allows you to command a premium in terms of your rewards and benefits
- It reassures colleagues and stakeholders of your capabilities, building trust
- It is a guarantee of your personal abilities, qualities and ethics.

# CIPS offers five qualifications

These create a learning pathway culminating in MCIPS, the globally recognised professional accreditation.

Professional Diploma in Procurement and Supply

Advanced Diploma in Procurement and Supply

Diploma in Procurement and Supply

Advanced Certificate in Procurement and Supply Operations

Certificate in Procurement and Supply Operations

# Other pathways to MCIPS

#### **Accredited degrees**

CIPS currently accredits over 100 undergraduate and post graduate degrees around the world each of these programmes have been aligned to the CIPS Global Standard and meet the requirements of MCIPS membership.

#### Management entry route (MER)

A senior procurement and supply professional can gain recognition for their achievements through MER. Joining initially as an Affiliate Member, individuals would then undergo an assessment. This results in either MCIPS being awarded, or some additional study to fill knowledge gaps before becoming MCIPS.

#### **Applied learning programmes**

CIPS Corporate Award is a business improvement programme designed to develop team skills. Learning can be applied directly and immediately into the workplace. This is a practical, accredited training programme in procurement and supply, tailored to business needs that offers a route to full MCIPS membership.





# **Effective Leadership in Procurement**

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# **Introducing CIPS**









- Your objectives
- · Your role
- Key challenges you face

OCIPS W



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3

# Learning Contract Write down your personal objectives from the course





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# **Important Issues**







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# **Effective Leadership in Procurement**



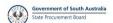




The process of directing and influencing the task-related activities of group members. Leadership involves other people and it is the ability to influence followers' behaviour in a number of ways.







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Peter Drucker, Consultant, Author & Educator (1909 – 2005)





**Management** involves planning, organizing and controlling other people's work. Its emphasis is upon ensuring the completion of a given set of activities or tasks by employing, controlling and monitoring the appropriate resources in an effective and efficient manner.

> Doing things right.

**Leadership** involves motivating, involving and communicating with other people in order for them to achieve specific goals. The emphasis is upon marshalling resources to achieve a stated goal or ambition by leading, directing and/or motivating people to follow a specific path of action.

> Doing the right things!





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# **Management v Leadership**

The function of	The function of		
managers:	leaders:		
<ul> <li>planning</li> <li>directing</li> <li>communicating</li> <li>employing</li> <li>controlling</li> <li>monitoring</li> <li>training</li> </ul>	<ul> <li>inspiring</li> <li>communicating</li> <li>motivating</li> <li>directing</li> <li>coaching</li> <li>visioning</li> <li>acting as the spokesperson</li> </ul>		
<ul><li> reviewing</li><li> organizing</li><li> coordinating</li></ul>	<ul> <li>setting as the spokesperson</li> <li>setting objectives</li> <li>establishing mission</li> </ul>		





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What are the characteristics of a go leader in procuremen





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#### **Behavioural traits of successful Leaders**

- Perceptive and caring
- Encouraging and motivating
- Persistent, resilient and determined
- ▶ Courageous and risk-taking
- Visionary
- ▶ Positive and optimistic
- ▶ Charismatic
- Influential
- Entrepreneurial
- ▶ Ethical, authentic and full of integrity
- Innovative and creative





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Is effective leadership applicable to the procurement function the same as for other functions?

What are the key similarities and differences?





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# Key challenges for effective leadership in Procurement

Influencing spend which Procurement does not own or control....others within the business "own" the budget

Best procurement practice involves challenging the status quo and introducing change

Getting organisation-wide buy-in to best procurement practice





#### 7-S-MODEL



# **Effective Leadership in Procurement**









Ronald Reagan (1911 – 2004)





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# Leadership continuum



Source: adapted from Lewin, Lippett & White, 1939

Autocratic

Democratic

**PCIPS** 



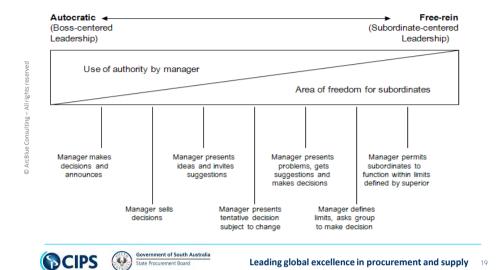
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# **Leadership Continuum**

(Tannenbaum & Schmidt)



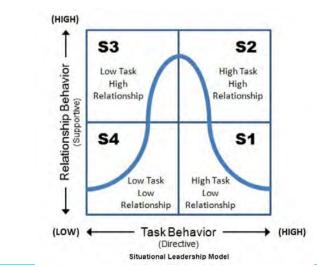


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# **Situational Leadership Model**

(Blanchard and Hersey)









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# Situational Leadership Model (Blanchard and Hersey)

Follower Maturity	Leadership Style	Leadership Behaviour	Guidance
M1	S1 Telling	High Task & Low Relationship	Followers are both unable and unwilling to perform a task.  As the Leader, you will need to provide clear directions and supervision. Making sure roles and responsibilities are clearly defined as well as explicit telling your followers what, how, when and where to perform specific tasks will help you be successful with Low Maturity followers. Supportive behaviour should be minimal as it can make you seem too easy and rewarding of poor performance.
M2	S2 Selling	High Task & High Relationship	Followers are unable but willing to perform a task.  As the Leader, you will need to provide direction since their ability is low. Additionally, you will want to reinforce their willingness and enthusiasm by providing supportive behaviour. For example, explaining why the task is important and needs to be done.
M3	S3 Participating	Low Task & High Relationship	Followers are able to perform a task but lack the self confidence or enthusiasm to do so.  As the Leader, your supportive behaviour should be high. Facilitating action such as active listening and sharing in decision-making should be emphasized.
M4	S4 Delegating	Low Task & Low Relationship	Followers are able to perform a task and are motivated to do so.  As the Leader, little direction or support is needed. Followers are very self-directed at this level and are able to make their own decisions. Because of their high level of motivation, they also do not need a lot of supportive behaviour. In larger projects, individuals at this level of maturity are often sub-project leads or team leads.





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Review the Leadership Continuum under what circumstances might the 3 roles (autocratic, democratic, laissez-faire) be appropriate in a Procurement context?





# **Effective Leadership in Procurement**







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Nelson Mandela (1918 - 2013)





#### Belbin's team roles



- Coordinator ensures everyone understands what needs to be achieved and encourages participation by all.
- Shaper, who acts as a driver, urging other members to complete a task, especially when deadlines are approaching.
- Plant, who comes up with lots of ideas about what should happen, but tends to leave others to develop them.
- Completer/Finisher, who is meticulous about detail, so ensures that the team considers every option from all angles.
- Resource investigator, who is a good net-worker both internally and externally to the organisation.
- Monitor/Evaluator, who is the team's critic and stops it reaching too hasty a decision.
- Team worker, who works hard to ensure that people work in harmony.
- Implementer, a practical person who looks at how to achieve the task.
- Specialist, single minded, knowledgeable, self reliant.

Source: Belbin, 1990





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Action-oriented roles



SHAPER, IMPLEMENTER & COMPLETER FINISHER People-oriented roles



CO-ORDINATOR, **TEAMWORKER &** RESOURCE **INVESTIGATOR** 

Cerebral roles



PLANT, MONITOR **EVALUATOR & SPECIALIST** 





#### **Motivating your team**

Dean Spitzer - 8 Desires



- Power- People want to control their destiny, driven by status, position in a team
- 2. Affiliation - Needing to be part of a team, to socialise
- 3. Recognition- Needing either public or personal recognition
- Achievement- people want to accomplish or succeed at something 4.
- Competence- Being able to do a job well and effectively 5.
- Ownership Feeling total responsible & having influence on the outcome 6.
- Meaning Having a purpose and a reason to do something. Understanding the rationale behind the task.
- Activity- Variety in their work, to be active and involved

Remember-PARACOMA





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# **Designing motivating roles**

Suggestions



Job enrichment

Match people to jobs

Recognise differences

Autonomy

Teamworking

Link rewards to performance

Feedback

Set and monitoring of goals





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#### Capability development

Capability development uses a combined approach to increase capacity and ability on an individual and team level

70% on the job project based

20% is through coaching and mentoring

10% is through formal training and qualifications



Personal development requires time and investment, protection from da to day distractions and is often unrecognised. By applying a structured approach, you can track the improvement and give participants access to formalised learning avenues, with minimal management intervention.







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# Mentoring

Effective mentoring programs can improve performance, increase retention, shape future leaders and enhance continuous improvement



#### Mentoring programs succeed when:

- There is dedication to the program
- The program is linked to business and department strategic goals and individual performance plans
- Time is allocated and protected
- . There is simple structure in place don't overcomplicate it
- Train the mentor and mentee (separately)
- . The mentee should own and drive the program
- Identify and document the purpose of the mentor program
- · Set SMART goals
- Action items are set at the conclusion of each meeting and followed through
- . Mentoring is a personal interaction so there should be a 'fit' between mentor and mentee











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# **Defining Procurement and its role**



- ▶ The role of Procurement varies across organisations
  - Understanding first what the organisation requires from Procurement and then defining the role is critical to success
- There is often a mismatch between the Procurement function and the organization in defining the role
  - Procurement's own definition of the role and the perceptions of the organization often differ
  - Perceptions and expectations are drawn from experience, history, individual interactions and the service provided
- ▶ The role needs to be defined and constantly reinforced





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# **Guiding Principles for leading procurement roles**



ownership, commitment and knowledge transfer

consistent approach

Using market knowledge and creativity as a source of leverage

**Explicit sponsor** commitment by all stakeholders

Deep understanding of the category, suppliers, supply market, and business needs

We strive to have a deterministic influence on the supply markets

Use of key tools and processes; a differentiated approach Measurement of short, medium and long term goals through effective reporting

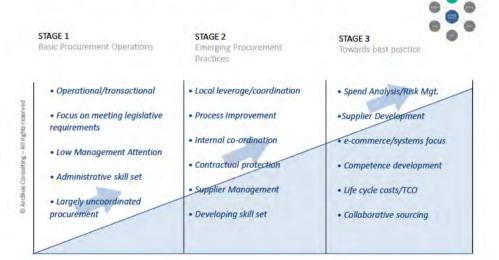




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# Where is your organisation on the journey?







#### **Leading teams**



#### We need to start with first understanding the role of Procurement and the expectations of the organization

- Identity and purpose is the starting point for organizational design
- We need to define and articulate a clear vision

#### Procurement goes beyond the function

- The Procurement function is an enabler and is likely only to govern the whole
- Defining and delineating roles and responsibilities across the organization is paramount

#### ▶ Recognize that the role is constantly maturing and adapting

• The organizational model needs to keep pace with the vision





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# **Basic Types of Organizational Model**



#### Centralized

· Single group operating from the centre undertaking all procurement

#### De-centralized

• Dispersed procurement undertaken at the local level

#### Centre-led Action Network

· Offers a blend of localized and centralized procurement models





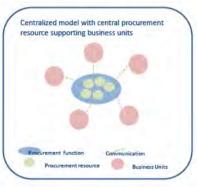
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#### Centralized Model

Centralized organizations leverage spending and drive standard policy, process, and technology decisions as well as execution from a central command and control group. While offering greater spending leverage and operational efficiencies, centralized structures result in higher incidences of unapproved spending, process circumvention, and uneven performance.

#### **Key features**

- Strong governance
- Consolidation of spend prominent
- Low awareness of Business Unit needs
- Detached poor stakeholder alignment
- Can be inflexible







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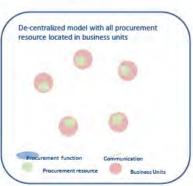
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#### **De-centralized Model**

Decentralized organizations empower business units and sites with autonomy and control over supply, process, and technology decisions, as well as procurement execution. This structure improves satisfaction at the site and business-unit level, but fails to leverage spending; is costly to operate; and leads to inconsistent supply cost and performance across the enterprise.

#### **Key features**

- Very low level of connectivity across organisation
- Little or no consolidation of expenditure
- No overarching governance
- Strong understanding of needs
- Fully aligned to meeting the Business Unit strategy
- Operational focus







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# Centre Led Action Networks (CLAN)



In the CLAN model, action takes place in the business units whilst networking between them is driven from the centre. Central activities such as policy, processes, strategy, technology, best practice as well as procurement of common-use categories are driven from the centre, whilst other localised procurement activities are delivered at a business unit level.

**Key features** 

- · Strong overarching governance
- Common policy, processes and systems
- Good level of coordination where beneficial
- · Individuals often co-located with BU to assist with communication and alignment
- · Consolidation of spend for enterprisewide items
- · Sometimes not strong enough to drive effective compliance







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# Summary of Advantages and Disadvantages



Macro Procurement Model	Advantages	Disadvantages		
Centralized	<ul> <li>Leverages organisation-wide spend</li> <li>Strong governance</li> <li>Enables cross – business collaboration</li> </ul>	<ul> <li>Inflexible and detached</li> <li>Low awareness of local business needs</li> </ul>		
De-centralized	<ul> <li>Strong awareness of business needs</li> <li>Flexible</li> </ul>	<ul> <li>Duplication of effort and inefficient</li> <li>No consolidation of spend</li> <li>Loss of collaboration opportunities</li> </ul>		
Centre-Led Action Network (CLAN)	<ul> <li>Seeks to offer best of centralized and de-centralized</li> </ul>	<ul> <li>Delineation of responsibilities may be unclear</li> </ul>		





#### Procurement sub-structures

The three procurement organization structures (centralized, decentralized, CLAN) are defined as macro structures within which other structures can operate - three of which are highlighted below.

#### Category Management

- The focus is typically on non-transactional processes and supported with a structured sourcing methodology; tends to be more centralized
- Ensures a market-led focus and enables the organization to consolidate its spend and manage at an enterprise-wide level
- Requires effective stakeholder engagement to ensure all Business Unit needs are effectively captured and the chosen sourcing approach addresses these

#### Shared services

- The Procurement function operates as a service centre delivers services to end users/Business Units
- This ensures a focus on return on investment. However, it can encourage a price/cost focus to the detriment of other procurement objectives such as the management of supply market risk or security of supply
- In this model, the function services are often charged to the user

#### Split between strategic and transactional procurement

- Procurement transactions may reside in the Business Unit or be integrated into a broader finance function which manages the procure-to-pay process
- This recognizes the difference in the required skills between sourcing and transactional procurement and ensures the procurement organization remains focused on important upstream activity.

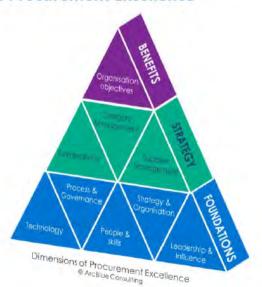




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#### Dimensions of Procurement Excellence









Review the Procurement Excellence model - in an ideal world, what would procurement look like for each of the dimensions?





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# **Effective Leadership in Procurement**









Howard Schultz, Businessman & CEO of Starbucks





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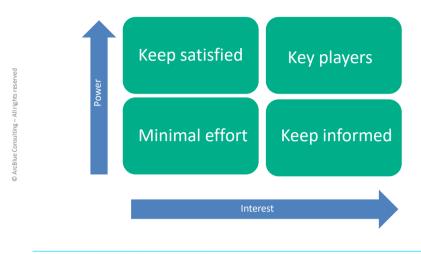
# Stakeholder analysis

- What's their financial or emotional interest in the outcome? + or -?
- What motivates them most of all?
- What information do they want from you? How do they want to receive it?
   What is the best way of communicating your message to them?
- What is their current opinion of your work? Is it based on good information?
- Who influences their opinions generally, and who influences their opinion of you?
- Who else might be influenced by their opinions?
   Do some of these influencers therefore become important stakeholders in their own right?
- If they are not likely to be positive, what will win them around to support your project?
- If you can't win them around, how will you manage their opposition?



# **Stakeholder Mapping**

'Power - Interest' Grid/Mendelow Matrix







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#### **Actions from Mendelow Matrix**

#### Low power and low interest:

Will either power or interest change? Communication should be by 'broadcast' means as we should not expend too much effort on them

#### Low power and high interest:

Can we use them to lobby and to extend our influence' within the organization?

#### High power and low interest:

Do we understand and meet their needs Do we need to increase their interest by understand their motivators

#### High power and high interest:

The 'key players' who we must spend time with ensure full understanding and ensure that the interest is positive.





# **Stakeholder Analysis**

Example of completed plan (including comms plan)

				Communications Plan			
Stakeholder Name	Support Type	Influence Type	Action	Possible Objections / Drivers / Needs / Levers	What?	When?	Who?
Pierre Ringelstein	Opponent	Decision maker	Need to alleviate concern about resource and disruption	Concerned that timing is wrong for project with too many other priorities. Tasked with budget improvements.	Face-to-face meetings to build rapport and address concern	Weekly	Head of Procurement
Jo Wallace	Champion	Influencer	Actively embraces the need; requires role on the project as senior stakeholder to define scope of service and support procurement	Change will likely be beneficial to Jo. Will want to ensure her team feel a part of the change.	Jo will attend project board meetings as a member plus will require weekly updates.	Weekly update. Monthly board	Procurement lead

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# **Winning Stakeholder Support**

A good stakeholder plan will not alone assure us of success....

- ▶ Trust in you and your competence is essential
- ▶ Rapport is important
- ▶ There needs to be a problem/unresolved need
- ▶ They need to believe that Procurement is focused on meeting the business needs, not Procurement's own agenda
- ▶ Stakeholders may have personal needs to satisfy; understanding motivation is important
- ▶ Stakeholders need to believe that you can do a better job than they can alone!

Very few will actively oppose for the sake of it!





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# **Building Trust with stakeholders**

- Be predictable
- Be sincere the words, tone and body language need to match
- Value the other person and their contribution
- Let your needs be known
- ▶ Be wary of keeping secrets
- ▶ Remain in control of your emotions
- Invest in getting to know the other person and show interest
- ▶ Be a helping hand but know when to say no
- Put yourself in the other party's shoes; show empathy

#### Demonstrate both interpersonal and intrapersonal intelligence





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# **Barriers to change**

- Bureaucracy
- Resources
- Politics
- Insecurity
- Risk
- ▶ Blame culture
- ▶ Employee resistance







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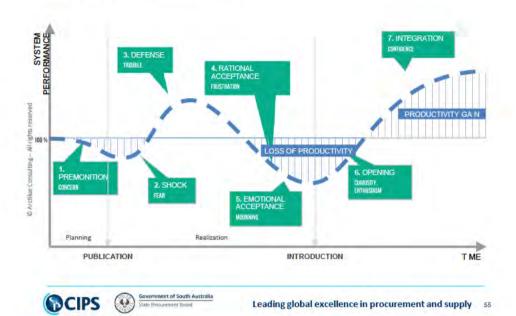
# Change Management Model according to John Kotter



# Typical 3 stage process



# How people react to change

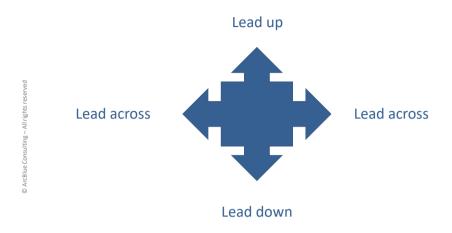


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# Leading change



#### Influencing in three directions







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#### Influencing 'Upwards'

- Political awareness in identifying potential coalitions, and in balancing conflicting goals and perceptions within a complex organisational setting;
- Demonstrating clear influencing skills to gain commitment to your plans and ideas from potential sceptics and resisters;
- A helicopter perspective to stand back from the immediate task and take a broader view of priorities.



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For an organisation looking to move from a tactical to more strategic procurement focus, what are the keys to success to successfully manage the change?

What does this mean for the role of effective procurement leaders?





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#### Conditions for successful leadership in procurement







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Dwight Eisenhower (1890 – 1969)





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#### **Summary**

- Leadership a key area for procurement to develop
- Given procurements (often non-mandated) role, we cannot influence without strong leaders
- · We need to adapt out style depending on the organisation
- We need to influence up down and across the organisation
- We need to motivate and lead our teams
- We need to be brave with setting out a clear strategy and take people on the journey





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### Delegate Pack

Course: Effective Leadership in Procurement

- 1. Learning contract
- 2. Tasks

### **Learning Contract**

### At the start of the workshop

What are your personal objectives for this workshop?	

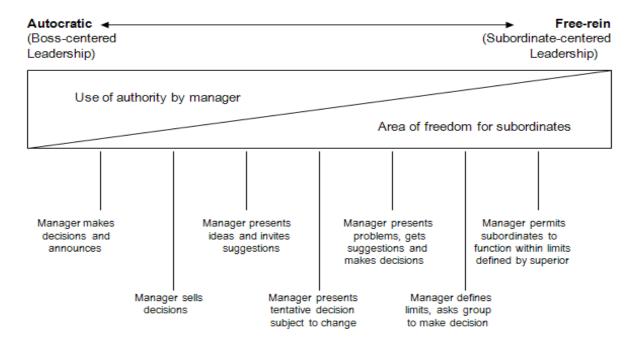
### At the end of the workshop

List!	5 key learnings from the workshop
1	
2	
3	
4	
5	

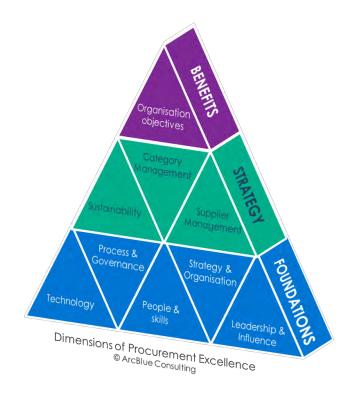
Is effective leadership applicable to the procurement function the same as for other functions?

What are the key similarities and differences?

Review the Leadership Continuum – under what circumstances might the 3 roles (autocratic, democratic, laissez-faire) be appropriate in a Procurement context?



Review the Procurement Excellence model – in an ideal world, what would procurement look like for each of the dimensions?



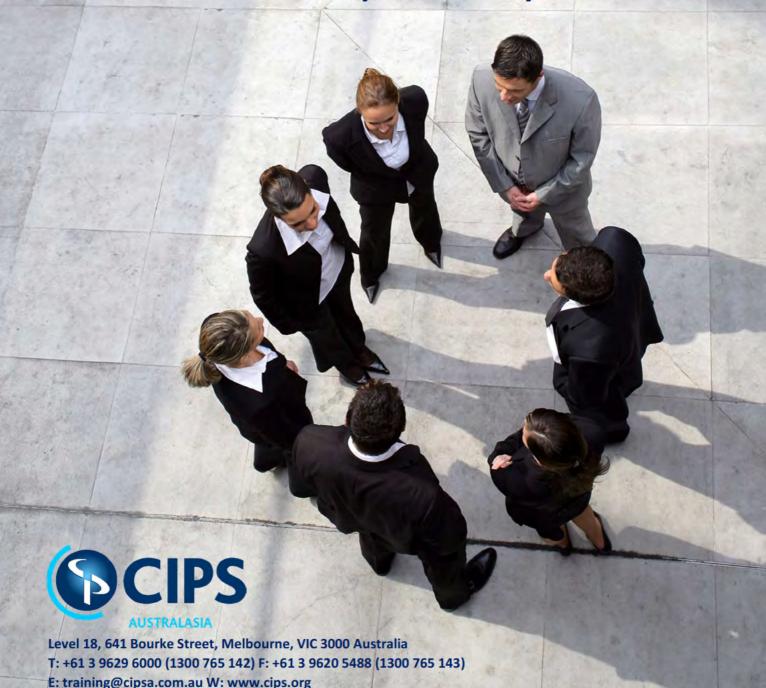
For an organisation looking to move from a tactical to more strategic procurement focus, what are the keys to success to successfully manage the change?

What does this mean for the role of effective procurement leaders?

# CIPS Australasia Skills Training 2019

procurement and supply training for every level

from new recruits to experienced professionals





### Effective Procurement Leadership

1 Day Workshop



Leadership is not always innate, but it is something that can be learned. This one-day workshop explores the different aspects, models and styles of leadership, with a specific focus on leadership issues within the Procurement function. The workshop gets participants to complete their own self-analysis of their leadership style, and considers how leadership plays a pivotal role within any organisation, and specifically within the procurement function itself

#### Who should attend

Delegates who are involved in the leadership of the procurement function would benefit from this workshop. Some examples might include Category Managers, Strategic Sourcing teams, or Procurement and Vendor Management roles that manage complex procurement activities and projects, and are required to lead by example.

#### To register

Visit the State Procurement Board Shop to register your place:

https://service.sa.gov.au/dtf-spb (this link must be accessed via Google Chrome)

#### Targeted Procurement Training Program 2019

Building Skills for Procurement

#### **Learning Outcomes**

On completion of this course participants will be equipped with:

- » an understanding of the importance of leadership within the procurement, and the similarities and differences in effective procurement leadership from that of other business functions
- » the ability to distinguish between management and leadership; and behavioural traits of successful leaders
- » a knowledge of the leadership role played by the Head of the Procurement function and other key procurement roles
- » an understanding of how to improve your effectiveness in delivering change, the leadership continuum, and various leadership styles and influencing strategies. Understand the strengths of your own leadership style, and how to build on your weaknesses
- » An understanding of "action-centred leadership"; "Situational leadership"; and the importance of stakeholder mapping.

### STANDARD GOODS AND SERVICES AGREEMENT Procurement Capability Development Products and Solutions PREM 042336/4



AGREEMENT made on TWELFTH

day of APRIL 2018

BETWEEN:

THE GOVERNMENT PARTY NAMED IN ITEM 1 OF ATTACHMENT 1 ("the Government Party")

AND:

THE PARTY NAMED IN ITEM 2 OF ATTACHMENT 1 ("the Supplier")

IT IS AGREED that this Execution Page, the Agreement Details (Attachment 1), the Terms and Conditions (Attachment 2), the Glossary of Defined Terms (Attachment 3), the Special Conditions (Attachment 4), the Specifications (Attachment 5) and the Pricing and Payment (Attachment 6), will together comprise the Agreement between the Parties for the provision of the Goods and/or Services specified in Attachment 1.

#### EXECUTED AS AN AGREEMENT

SIGNED by a duly authorised office	cer for and on )		
behalf of THE GOVERNMENT PA	ARTY NAMED )		
IN ITEM 1 OF ATTACHMENT 1	the presence )	NV	
95	)		
		( ) .	
Witness signature	1	Authorised officer signature	
		IASON IN SCI	
Usa Jane Micke	xy.	JASON M SCL	HEL
Witness name	/	Authorised officer name	
EXECUTED by THE PARTY NAM			
OF ATTACHMENT 1 in accordan	ce with section )		
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#### Attachment 1 - Agreement Details

Item 1	Government Party	THE PREMIER OF THE STATE OF SOUTH AUSTRALIA of 200 Victoria Square, Adelaide, South Australia 5000 for and on behalf of the Crown in right of the State of South Australia
		Department of the Premier and Cabinet ABN:
		94 500 415 644
Item 2	Supplier	CIPS Australasia Pty Ltd
		Level 2, 520 Collins Street MELBOURNE VIC 3000
ltem 3	Commencement Date	7 March 2018
Item 4	Expiry Date	6 March 2021
Item 5	Extension Period	Up to two (2) years
ltem 6	Supplier's ABN	32 111 330 262
		Registered for GST: Yes
Item 7	Contract Managers	Government Party: Melanie Cottell
		Department of the Premier and Cabinet
		Level 7, 91 King William Street
		Supplier: Cameron Hall
Item 8	Named Persons	Not applicable
Item 9	Details of Goods	Not applicable
ltem 10	Delivery Date	Delivery dates as agreed between the parties
	Delivery Point	Flinders University
		182 Victoria Square, ADELAIDE SA 5000
		or other training venues as agreed between the parties
Item 11	Installation Date	Not applicable
Item 12	Warranty Period	Not applicable
Item 13	Details of Services	Member based services and professional association qualifications
Item 14	Delivery Date	As agreed between the partles for all training scheduled under the
	Delivery Point	Agreement.
Item 15	Reports and Manuals	Quarterly reporting on the uptake of services in a format to be agreed.

Reference No: Version 2.1; April 2017

Item.16	Milestone Dates	Not applicable
Item 17	Price and Payment (including address for Involces)	Schedule of Rates – Refer attachment 8  Manner of Payment: Nett 30 days – invoices for Department of the Premier and Cabinet co-ordinated services to be addressed to;  Department of the Premier and Cabinet  Office of the Chief Procurement Officer  Attention: Melania Cottell  APinvoices@sharedservices.sa.gov.au
Item 18	Insurances Public Liability Insurance Product Liability Insurance	DUAL Australia Pty Ltd Policy No. P-AL/0/139721/16/H2 \$10 million Not applicable
Item 19	Liability Limit	1 x the aggregated value of the contract (including GST)
Item 20	Other Termination Rights	Not applicable
Item 21	Approved Subcontractors	Not applicable
ltem 22	Additional Personnel Checks	Not applicable
Item 23	Notice Period for Termination for Convenience	Not applicable

#### Attachment 2 - Standard Terms & Conditions

#### **AGREED TERMS**

#### 1. CONTRACT LENGTH

- 1.1 This Agreement commences on the Commencement Date and continues until the Explry Date, unless terminated earlier or extended under clause 1,2.
- 1.2 This Agreement may be extended by the Government Party for the Extension Period by giving reasonable notice prior to the Excity Date.

#### 2. CONTRACT MANAGERS

The porsons named in Attachment 1 as the Contract Managers are the first point of contact between the Parties and are responsible for overseeing the effective administration of the Agreement including variations and extensions.

#### SUPPLY OF GOODS (IF APPLICABLE)

- 3.1 If Goods are being supplied under this Agreement then the Supplier must:
  - (a) supply the Goods in accordance with this Agreement;
  - (b) sell the Goods without encumbrance;
  - (c) deliver the Goods to the Delivery Point on or before the Delivery Date;
  - comply with the Government Party's reasonable directions and delivery instructions;
  - (e) If requested by the Government Party, provide the Government Party with material safety data shouls with respect to the Goods delivered;
  - (f) provide test evidence for the Goods if required; and
  - if indicated in Atlachment 1, install the Goods on or before the installation Date,
- 3.2 If the Supplier cannot comply with any of its obligations under clause 3.1, the Supplier must notify the Government Party in writing immediately.

#### INSPECTION AND ACCEPTANCE OF GOODS (IF APPLICABLE)

- 4.1 The Government Party may Inspect the Goods to determine whether to accept or reject the Goods.
- 4.2 The Government Party must accept the Goods if they conform with the requirements of this Agreement.
- 4.3 Subject to clause 4.4, the Goods are deemed to be accepted either:
  - on delivery, if the Government Party notifies the Supplier that it accepts the goods; or
  - (b) If no notice is issued by the Government Party, then 5 Business Days after delivery of the Goods to the Delivery Point,
- 4.4 If the Goods are consumable products and the Goods are found to be defective when first used, then the Government Party may reject the Goods under clause 4.5.
- 4.5 If the Government Party rejacts the Goods due to non-conformity with the requirements of this Agreement, then the Government Party must notify the Supplier as soon as possible and require the Supplier at its sole cost, and at the Government Party's election to either:
  - resupply the Goods and remove the non-conforming Goods from the Delivery Point; or
  - (b) repeir the Goods.
- 4.6 Acceptance of the Goods does not relieve the Supplier of any of its obligations under this Agreement.
- 4.7 The Supplier bears the risk in the Goods until delivery to the Delivery Point. Title in the Goods will pass to the Government Party upon the Government Party's acceptance of the Goods.

#### 5. WARRANTY PERIOD (IF APPLICABLE)

6.1 If during the Warrenty Period the Goods fall to comply with the warranties in clause 8.1 then the Government Party may in its absolute discretion require that the Supplier at its expense:

- replace the Goods within 10 Business Days of notification by the Government Party (or such other time as is agreed); or
- (b) refund the Price.

#### 6. SUPPLY OF SERVICES (IF APPLICABLE)

- 6.1 If Services are being supplied under this Agreement then the Supplier must ensure that the Supplier's Personnel provide the Services described in Attachment 1 in accordance with the terms and conditions of this Agreement.
- 6.2 Where Attachment 1 specifies Named Persons then the Services must be delivered by those Named Porsons.
  - A. The Supplier may substitute a Named Person with the consent of the Government Party subject to the Government Party being subsilied as to the expertise, experience and suitability of the substitute.
- 6.3 The Supplier must ensure that Services are delivered:
  - (a) to a standard that meets or exceeds the Service Levels;
  - b) In accordance with the warranties in clause 9.4; and
  - (c) by sny Milestone Dates.
- 6.4 The Government Party's remedies for the Supplier's failure to meet a Service Level or for a breach of a warranty, includes resupply of the Services, a reduction of the price, termination, rebales or any other remedy specified in the Special Conditions.

#### 7. REPORTS AND MANUALS (IF APPLICABLE)

The Supplier must provide those reports, manuals or other materials specified in Attechment 1.

#### 8. SERVICE VARIATION (IF APPLICABLE)

- 8.1 If the Government Party wishes to vary the scope of the Services ("Variation"), it must issue a written request to the Supplier and the Supplier must within 5 Business Days (or such other period as egreed) provide a written quote ("Quote") setting out:
  - any impacts on the timing of or completion of tesks;
  - (b) the varied price and payment arrangements; and
  - any changes to the terms that apply to the performance of the Services.
- 8.2 The Perties must negotiate in good faith to agree on the price and other terms applicable to the Variation.
- 8.3 If the Parties agree in writing to the terms of the Variation then:
  - (a) the Supplier must perform the Services as varied by the Variation;
  - (b) the Government Party must pay the varied price;
  - (c) the terms and conditions of the Agreement ere varied by the terms of the Variation.

#### 9. SUPPLIER'S WARRANTIES

- 9.1 If Goods are being supplied under this Agreement then the Supplier Warrants that it has good and unencumbered title to the Goods and the Goods;
  - conform with any description applied and any sample provided by the Supplier;
  - (b) are new (unless otherwise specified);
  - (c) are free from defects in materials, manufacture and workmanship;
  - (d) conform to any applicable Australian Standards or other standards nominated in this Agreement;
  - (e) conform to the Specifications and eny technical Specifications provided by the Supplier;
  - (f) are of merchanteble quality;
  - are instelled correctly (if the Supplier is responsible for instelletion);
  - (h) are fit for their intended purpose; and
  - (i) are manufactured and supplied without infringing any person's intellectual Property Rights.

- 9.2 The Supplier must ensure that the Government Party receives the full benefit of any menufecturer's warranties in respect of the Goods.
- During any Warrenty Period any defacts in the Goods must be rectified at the Suppliar's expense.
- 9.4 If Services are being supplied under this Agreement then the Supplier warrants that the Services will:
  - (a) comply with the description of the Services in Attachment 1;
  - (b) be provided with due care and skill;
  - (c) be provided in a timely and efficient manner;
  - be provided in accordance with the best practices current in the Supplier's industry;
  - be supplied without infringing any person's intellectual Property Rights;
  - be performed by the Supplier and/or the Supplier's Personnel; and
  - (g) be supplied in the most cost effective menner consistent with the required level of quality and performance.

#### to. SUPPLIER'S PERSONNEL

- 10.1 The Supplier, if required by the Government Party, must give its consent to and procure the consent of the Supplier's Personnel, to the conduct of a police check or any Additional Personnel Checks specified in Attachment 1.
- 10.2 If the Government Party gives the Supplier notice in writing requiring those persons to be withdrawn from supplying the Goods or providing the Services, end the Supplier must immediately comply with the notice and provide replacement Personnal acceptable to the Government Party.
- 10.3 The Supplier and the Supplier's Personnel must only use the Government Party's computer systems with the specific authorisation of the Government Party and only in the manner as directed by the Government Party from time to time.
- 10.4 The Government Party reserves the right to refuse entry to any of the Government Party's premises to any of the Supplier's Parsonnel.

#### 11. PRICE AND PAYMENT

- 11.1 In consideration for the supply of the Goods and/or the Services, the Government Party will pay the Price.
- 11.2 Unless otherwise expressly stated the Price is inclusive of GST.
- 11.3 The Supplier is entilled to invoice the Government Party for payment in respect of the Goods and/or Services, when the Goods have been supplied and accepted under clause 4, and the Services have been supplied in accordance with this Agreement.

#### 12. GST

- 12.1 Subject to clause 12.2 the Supplier represents that:
  - (a) the ABN shown in Attachment 1 is the Supplier's ABN; and
  - it is registered under the A New Tex System (Australian Business Number) Act 1999 (Cth),
- 12.2 If the Supplier is not registered for GST, then GST must not be charged on supplies made under this Agreement.

#### 13, INTELLECTUAL PROPERTY RIGHTS

- 13.1 Nothing in this Agreement affects the ownership of intellectual Property Rights created before the Commoncement Date,
- 13.2 The Supplier grants to the Government Party and the Crown in right of the State of South Australia a perpetual, irrevocable, royalty free, les irre licence to use, copy, modify and adapt eny intellectual Property Rights in any reports or manuals required to be supplied under this Agreement.

#### 14. INSURANCE

- 14.1 The Supplier must offset and maintain the policies of Insurance specified in Attachment 1 for not less than the amounts specified in Attachment 1.
- 14.2 The policies of insurance referred to in clause 14.1 must be held until the expiry of the Agreement.

#### 15. LIABILITY LIMIT

16.1 The Supplier's liability to the Government Party under this Agreement is limited to the amount specified in Attachment 1.

#### 18. CONFIDENTIAL INFORMATION

- 16.1 Subject to this clause 16, neither Party may disclose any Confidential information belonging to the other Party except as genuinely and necessarily required for the purpose of this Agreement.
- 16.2 A Party may disclose Confidential Information belonging to the other Party:
  - to an employee, agent or adviser of that Party, on a "need to know" and confidential basis;
  - (b) as required by law or a court order;
  - in accordance with any Parliamentary or constitutional convention;
  - (d) to the Australian Competition and Consumer Commission (ACCC) if the party reasonably suspects, or is notified by the ACCC that it reasonably suspects, that there is Cartel Conduct or unlawful collusion in connection with the supply of Goods or Services under this Agreement; or
  - for the purposes of prosecuting or defending proceedings.
- 16.3 The Parties may mulually agree to disclose Confidential Information.

#### 17. SET-OFF

Any claim the Government Parly may have against the Supplier may be set off against monies owed to the Supplier under this Agreement.

#### 18. DISPUTE RESOLUTION

- 18.1 Subject to clause 18.4 a Perty may not commonce legal proceedings without first referring the dispute to the other Party under this clause.
- 18.2 Either Party may give the other a notice in writing ("dispute notice") setting out the details of the dispute.
- 18.3 Within 5 Business Cays or such other period as may be agreed by the Porties, representatives must meat and use reasonable endoavours to resolve the dispute.
- 18.4 A Party may seek immediate interfectiony relief or other interim remedy in case of genuine urgency.

#### 19. ENDING THIS CONTRACT

- 19.1 The Government Party may terminate this Agreement immediately upon giving notice in writing to the Supplier if:
  - (a) the Government Perty reasonably forms the opinion that the Supplier will be unable to perform its obligations under this Agreement;
  - (b) the Supplier is in breach of this Agreement and has not rectified such breach within 10 Business Days of the Government Party giving notice in writing to the Supplier requiring the rectification of such breach;
  - (c) the Government Party becomes aware that the Supplior is in breach of its statutory obligations with respect to its employees;
  - (d) the Supplier falls to comply with a notice issued under clause 10.2; or
  - (e) the Supplier fells to disclose a conflict of interest;
  - (f) any Other Termination Right occurs; or
  - (g) the Supplier suffers or, in the reasonable opinion of the Government Party, is in jeopardy of becoming subject to any form of insolvency administration or bankruptcy.
- 19.2 The Government Party may terminate this Agreement without cause by giving the Supplier the period of notice specified in Attechment 1 ("Notice Period for Termination for Commenters").
- 19,3 If the Government Party terminales this Agreement in accordance with clause 19,2:
  - (a) the Suppiter has no claim against the Government Party erlaing out of or in relation to such termination other than the right to be paid for Goods accepted and/or Services provided before the effective termination date; and

- (b) the Supplier must comply with all reasonable directions given by the Government Party.
- 19.4 The Supplier may terminate this Agreement immediately upon giving notice in writing to the Government Party if the Government Party is in breach of this Agreement and has not recified such breach within 14 days of the Supplier giving notice in whiting to the Purchasor requiring the recification of such breach.

#### 20. EFFECT OF ENDING THIS CONTRACT

- 20.1 Any termination of this Agreement by either Party does not affect any accrued right of either Party.
- 20.2 Despite termination or completion of this Agreement, this clause 20 and clauses 9, 13, 14, 15, 16, 17 and those Spacial Conditions that by lineir nature remain in force, shall survive.

#### 21, SUBCONTRACTING

- 21.1 With the exception of the Approved Subcontractors described in Attachment 1, the Supplier must not engage any subcontractor without the prior written permission of the Government Party.
- 21.2 The Supplier remains responsible for obligations performed by the Approved Subcontractors to the same extent as if such obligations were performed by the Supplier.

#### 22. CONFLICT OF INTEREST

22.1 The Supplier must disclose in writing to the Government Party all solual and potential conflicts of interest that exist, arise or may arise (alther for the Supplier or the Supplier's Personnel) in the course of performing its obligations under this Agreement as soon as practical after it becomes aware of that conflict.

#### 23. COMPLIANCE WITH LAWS

The Supplier must comply with the lews in force in the State of South Austrelia in performing its obligations under this Agreement.

#### 24. GOVERNING LAW AND JURISDICTION

- 24.1 This Agreement is governed by the laws in the State of South
- 24.2 The courts of the State of South Australia have exclusive jurisdiction in connection with this Agreement.

#### 25. ENTIRE AGREEMENT

The Agreement constitutes the online agreement between the Parties in respect of the matters dealt with in this Agreement and suppressed all prior agreements, understanding and negotiations in respect of the matters dealt with in this Agreement.

#### 26. NO ASSIGNMENT

- 26.1 The Supplier must not assign, encumber or otherwise transfer any of its rights or obligations under this Agreement Without the written approval of the Government Party which approval shall not be unreasonably withheld.
- 26.2 Subject to any contrary logislative intention, the Parties agree that if there is any Machtnery of Government Change, this Agreement is deemed to refer to the new entity succeeding or replacing the Government Party and all of the Government Party's rights and obligations under this Agreement will continue and will become rights and obligations of that new entity.

#### 27. MODIFICATION

No addition to or modification of any provision of this Agreement will be binding upon the Parties unless made by written instrument signed by the Parties.

#### 28. SEVERANCE

- 28.1 Each word, phrèse, sentence, paragraph and clause of this Agreement is severable,
- 28.2 Severance of any part of this Agreement will not affect any other part of this Agreement.

#### 29. COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which is taken to be an original. All of those counterparts taken together constitute one (1) instrument. An executed counterpart may be delivered by arrivall.

#### 30. WORK HEALTH & SAFETY

- 30.1 The Supplier must comply with the Work Health and Safety Act 2012 (SA) at all times, regardless of whether the Government Party issues direction in that regard or not.
- 30.2 If all or part of the work under this Agreement is to be provided on the promises of the Government Party and under the direction of the Government Party, the Supplier must comply with the Government Party's work feelth and safety policies, procedures and instructions. If the Supplier becomes aware of any potentially hazardous situation on the Government Party's premises, the Supplier must immediately bring it to the Government Party's attention.

#### 31. ACTING ETHICALLY

The Supplier must conduct (Isalf in a manner that does not invite, directly or indirectly, the Government Party's officers, employees or agents or any public sector employee (as defined in the *Public Sector Act 2009* (SA)) to behave unethically, to prafer private interests over the Government Party's interests or to otherwise contravene the Code of Ethics for the South Australian Public Sector.

#### 32. INTERPRETATION

- 32.1 Defined terms are set out in the Glossary of Defined Terms in Attachment 3.
- 32.2 In resolving inconsistencies in this Agreement, the documents have the following order of priority:
  - (a) Special Conditions (Altachment 4);
  - (b) Standard Terms and Conditions (Allachment 2); and
  - (c) the other Attachments.
- 32.3 In this Agreement (unless the context requires otherwise):
  - (a) a reference to any legislation includes:
    - all legislation, regulations and other forms of statutory instrument issued under that legislation; and
    - any modification, consolidation, amendment, re-enactment or substitution of that legislation;
  - a word in the singular includes the plural and a word in the plural includes the singular;
  - a reference to two or more persons is a reference to those persons jointly and severally;
  - (d) e reference lo dollers is lo Austrelian dollars;
  - (e) a reference to a Party includes that party's administrators, successors and permitted assigns.

#### 33. SPECIAL CONDITIONS

The special conditions (if any) form part of this Agreement and to the exient of any inconsistency; take precedence over the other terms of this Agreement.

#### Attachment 3 - Glossary of Defined Terms

NOTE: Not all terms may be required for a particular procurement

In this Agreement:

- (a) "Acceptance Date" means the date that the Goods are accepted by the Government Party;
- (b) "Approved Subcontractors" means those subcontractors specified in Atlachment 1;
- (c) "Business Day" means any day that is not a Saturday or Sunday or a public holiday in South Australia;
- (d) "Cartel Conduct" means conduct by two or more parties who are compelitors (or would be but for the conduct) who enter into a contract, arrangement or understanding that involves price fixing, output restrictions, allocating customers, suppliers or territories, or bid-rigging, as defined in s44ZZRD of the Compelition and Consumer Act 2010 (Cth);
- (e) "Code of Ethics for the South Australian Public Sector" is the code of ethics for the purposes of the Public Sector Act 2009 (SA);
- (f) "Confidential Information" means information which is identified either as confidential information (if disclosed by the Government Party) or proprietary information (if disclosed by the Supplier), but does not include this Agreement;
- (g) "Consultancy Services" means services provided by Consultants;
- (h) "Consultant" has the same meaning as in DPC027 Disclosure of Government Contracts and means a person or entity that is engaged by a public authority for a specified period to carry out a tesk that requires specialist skills and knowledge not available in the public authority. The objectives of the task will be achieved by the consultent free from direction by the public authority as to the way it is performed and in circumstances in which the engagement of a person under normal circumstances is not a feasible alternative;
- (I) "Delivery Date" means the date and time specified in Attachment 1 for delivery of the Goods;
- (j) "Delivery Point" means the location(s) specified in Attachment 1, where the Goods and/or Services will be delivered;
- (k) "Extension Period" means the period by which the Agreement is extended as specified in Attechment 1;
- (I) "Goods" means the goods specified in Attachment 1;
- (m) "GST" means the tex imposed by the GST Law;
- (n) "GST Law" has the meening attributed in the A New Tex System (Goods and Services Tex) Act 1999 (Cth);
- (o) "Installation Date" means the date specified in Attachment 1 for the Installation of the Goods;
- (p) "Intellectual Property Rights" means all Intellectual property rights, including but not limited to:
  - patents, copyright, registered designs, trademarks, know-how and any right to have Confidential information kept confidential; and
  - (II) any application or right to apply for registration of any of the rights referred to in paragraph (a),

but for the avoidance of doubt excludes morel rights and performers' rights;

- (q) "Machinery of Government Change" means a change to the structure, function or operations of the South Australian Government or the Government Party as a result of any government reorganisation, restructuring or other organisational or functional change;
- (r) "Measurement Period" means the period over which the performance of a Service Level is measured;
- (s) "Milestone Dates" means dates by which Services must be delivered as specified in Atlachment 1;
- (t) "Named Persons" means the persons specified in Attachment 1;
- (u) "Notice Period for Termination for Convenience" means the time period specified in Attachment 1;
- (v) "Other Termination Right" means the termination rights specified in Attachment 1;
- (w) "Party" means a party to this Agreement;
- (x) "Personal information" means information or an opinion, whether true or not, relating to a natural person or the affairs of a natural person whose identity is apparent, or can reasonable be ascertained, from the information or opinion;
- (y) "Purchase Order" means an order for Goods and/or Services submitted by the Government Party to the Supplier;
- (z) "Price" means the price payable under this Agreement specified in Attachment 1 and includes any price varied under clause 8;
- (aa) "Service Levels" means the service levels (if any) specified in the Specifications;
- (bb) "Services" meens the services specified in Attachment 1;
- (cc) "Special Conditions" means the conditions in Attachment 4 and where relevant includes agency specific Special Conditions;
- (dd) "Specifications" means the datailed description of the Goods/Services in Attachment 5;
- (ee) "Supplier Personnel" means any Approved Subcontractors, employees, agents and any other person employed or engaged by the Supplier to perform this Agreement and Includes the Named Persons;
- (ff) "Term" means the period commencing on the Commencement and ending on the Explry Date unless terminated earlier and includes any extension and;
- (gg) "Warranty Period" means the period specified in Attachment 1.

#### Attachment 4 - Special Conditions

#### \$1. PURCHASE ORDERS

- S1.1 The Government Party may purchase Goods and Services under this Agreement by issuing a Purchase Order to the Suppiller.
- S1.2 The Parties agree that the engagement of the Supplier by the Government Party as a preferred supplier and the offer by the Supplier to supply Goods and Services at the Price and on the terms of the Agreement, is good and sufficient legal consideration.
- S1.3 A Purchase Order must be in writing, be approved by the Government Party, and contain as a minimum:
  - S1.3.1 Purchase Order Number;
  - \$1.3.2 Date of Issue:
  - S1.3.3 Description of Goods and/or Services;
  - S1.3.4 Quantity of Goods (if any);
  - \$1.3.5 Delivery Point for Goods (if required);
  - \$1.3.6 Installation Date for Goods (if required);
  - S1.3.7 Reports and other materials (if any); and
  - \$1.3.8 Unit Price and total Price.
- S1.4 The Supplier must supply the Goods and the Services ordered by the Government Party under a Purchase Order in accordance with the terms of this Agreement.
- S1.5 The terms of the Standard Goods and Services Agreement will take priority over any purchase order terms and conditions that may be included with a Purchase Order.

#### S2. NO MINIMUM PURCHASE

S2.1 The Government Party is under no obligation to purchase a minimum quantity of Goods or Services from the Supplier during the Term.

#### S3. NON-EXCLUSIVITY

- S3.1 This Agreement is entered into on a non-exclusive basis.
- S3.2 The Government Party may purchase other goods and services similar to the Goods and Services from other providers,

Reference No:

#### Attachment 5 - Specifications

Services offered in the ITS response will be taken up in the following manner throughout the contract term:

#### 1. Targeted (non-accredited) Training

DPC will select products for inclusion on a training calendar based on the outcome of the ITS evaluation, and negotiate delivery dates with panellists. Where the product has not previously been offered to the South Australian Government, training content, including contextualisation required, must be approved by DPC. Services offered in the ITS response will be taken up in the following manner throughout the contract term.

DPC will manage workshop registrations and will undertake to advise the contractor at least one week in advance, should insufficient registrations be received, and the proposed action as a result eg. postponement, cancellation and refreshed every 6 to 12 months.

The training calendar will be reviewed on a 6-monthly basis. Adjustments to the range and content of scheduled workshops may be required, based on:

- a. demand patterns for existing and new workshops from agencies
- b. contractor performance and participant feedback
- c. significant changes to procurement policy

In cases where agencies request training delivered in-house, DPC will facilitate those arrangements, based on the contract rates.

#### 2. AQF Procurement and Contract Management Qualifications

DPC will coordinate registrations of interest from agencies and individuals for Procurement and Contracting qualifications and select a panellist for delivery of a qualification where a viable cohort is determined. Contractor selection will be informed by cohort size, preferred delivery method, timeframe and facilitator availability.

#### 3a. Member Based Services

Government agencies will determine whether they will pay professional association membership fees for their staff on an annual basis. DPC will co-ordinate the collection of this information. Outside of these arrangements, individual employees may continue to pursue membership on a direct basis.

#### 3b. Professional Association Qualifications

Qualifications or certification will be pursued by individuals depending on their specific needs, at rates no less favourable than offered under this agreement.

#### Attachment 6 - Pricing and Payment

Payment arrangements for Targeted (non-accredited) training managed by DPC are identified under Item 17 of the Agreement. Unless otherwise agreed, payment will be made directly by individual agencies for the following services, in the circumstances identified below:

#### Targeted (non-accredited) Training

- Payment for any training (and contextualisation where applicable) delivered in-house at the request of a single agency
- · Payment for any online training activity (where not offered as part of a blended training solution)

#### AQF Procurement and Contract Management Qualifications

Note: Dependant on local policy, some agencies require individuals to pay for services, and may offer them reimbursement on completion of qualifications. Arrangements will be clarified for each cohort.

#### Member Based Services and Professional Association Qualifications

Note: Dependant on local policy, some agencies require individuals to pay for services, and may offer them reimbursement on completion of qualifications/certification.



Department of Treasury & Finance Corporate Services State Administration Centre GPO Box 1045 ADELAIDE 5001 Australia

#### CIPS AUSTRALASIA

LEVEL 18 461 BOURKE ST VICTORIA MELBOURNE 3000 Australia

Tel: +61 (0)3 9629 6000 Fax: +61 (0)3 96205488 A.B.N 32 111 330 262 A.C.N 111 330 262

#### TAX INVOICE

Date: Customer Number		Customer Reference	Invoice Number	
05-Jun-2019	SAGOV01	PO#190121216	SIN1906S050100343	
Description			NETT	GST
In-house Training Effecti	ve Procurement Leadership 29/5/19	-Clause	7/1	VC
		Clause	7 ( 1	$\mathcal{M}$

Please send payments to

Bank: CIPS Australia Pty Ltd ANZ Banking Group
Limited

BSB: 7(1)(e) Business

Account No: 7(1)(e) Business affairs

Please send remittances to
accounts@cipsa.com.au

TOTAL	4,290.00	AUD

Hannagan, Lisa (DPC) From:

To:

Clause 6(1)

Cc:

Subject: Confirmation: Effective Procurement Leadership - Wednesday, 29 May 2019 Date:

Thursday, 23 May 2019 9:33:00 AM

image001.png Attachments:

### Good morning colleagues

This email is to confirm your place on the State Procurement Board's "Effective Procurement Leadership" workshop on Wednesday, 29 May 2019 commencing at 9.00am and concluding at 4.00pm.

The venue is:

Flinders Uni Building

Level 10, Room 10.1

182 Victoria Square

Adelaide

The workshop will be presented by Noel Irwin of CIPS. The course materials will be provided to you on the day. A light lunch will be provided at 12.00pm noon.

Regards,

#### Lisa Hannagan

Procurement Capability and Board Services Officer | Policy, Standards and Governance | Office of the Chief **Procurement Officer** 

Westpac House, Level 7, 91 King William Street ADELAIDE SA 5000

t 8463 3678 | e Lisa Hannagan@sa.gov.au | w treasury.sa.gov.au

cid:image003.png@01D40D6C.6B89F7A0



Information contained in this e-mail message may be confidential and may also be the subject of legal professional privilege or public interest immunity. If you are not the intended recipient, any use, disclosure or copying of this document is unauthorised.



Please provide your comments below with regard to the workshop you attended today.	1 F
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PARTICIPANT NAME (optional): 6(1) Personal affai	rs
COURSE	
<ol> <li>The course materials were logical and easy to understand. (Please circle answer.)</li> </ol>	
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b) Lecolorstep skilly	
c) Contract Management	
3. Would you recommend this course? (Please circle answer.)	
Yes No	
Comment:	
4. What could be improved?	
Comment:	
5. What other training would you find useful?	
The state of the s	
Comment:	

#### **TRAINER**

6. The facilitator had good knowledge of the course/training and gave appropriate real life examples to support and reinforce learning materials. (Please circle answer.)

Comment: Very good & realestic examples

### **OVERVIEW**

7. Please rate your overall satisfaction of this workshop from 1 to 10, with 10 being the highest. (Please circle your answer.)

Very Poor	Poor	Fair	Good	Very Good	Excellent
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8. Please provide any other comments.



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#### **TRAINER**

The facilitator had good knowledge of the course/training and gave appropriate real life examples to support and
reinforce learning materials. (Please circle answer.)

No	
-	No

### **OVERVIEW**

7. Please rate your overall satisfaction of this workshop from 1 to 10, with 10 being the highest. (Please circle your answer.)

Very Poor	Poor	Fair	Good	Very Good	Excellent
1 2	3 4	5	6 7	8	9 10

8.	Please provide any other comments.				



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#### **TRAINER**

6.	The facilitator had good knowledge of the course/training and gave appropriate real life examples to support and
	reinforce learning materials. (Please circle answer.)

Yes	No		
Comment:			

### **OVERVIEW**

7. Please rate your overall satisfaction of this workshop from 1 to 10, with 10 being the highest. (Please circle your answer.)

Very Poor	Poor	Fair	Good	Very Good	Excellent
1 2	3 4	5	6 7	8	9 10

8.	Please provide any other comments.			



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#### **TRAINER**

6.	The facilitator had good knowledge of the course/training and gave appropriate real life examples to support and
	reinforce learning materials. (Please circle answer.)

Yes	No	
Comment:		

### **OVERVIEW**

7. Please rate your overall satisfaction of this workshop from 1 to 10, with 10 being the highest. (Please circle your answer.)

Very	Poor	Po	oor	Fair	Go	ood	Very Good	Exc	cellent
1	2	3	4	5	6	7	8	9	10

8. Please provide any other comments.

training for the Procurement sector.

Thank you for taking the time to complete this survey. Your feedback will assist our team to continue to develop quality



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#### **TRAINER**

6.	The facilitator had good knowledge of the course/training and gave appropriate real life examples to support and
	reinforce learning materials. (Please circle answer.)

Yes		No			
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#### **OVERVIEW**

7. Please rate your overall satisfaction of this workshop from 1 to 10, with 10 being the highest. (Please circle your answer.)

Very Poor	Poor	Fair	Good	Very Good	Excellent
1 2	3 4	5	6 7	(8)	9 10

8. Please provide any other comments.

Cluten free (coeliac) catering was not provided as requested
Luckily had brought own food for lunch.



Please provide your comments be	low with regard to the	workshop you atte	ended today.
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### **TRAINER**

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	reinforce learning materials. (Please circle answer.)

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### **OVERVIEW**

7. Please rate your overall satisfaction of this workshop from 1 to 10, with 10 being the highest. (Please circle your answer.)

Very Poor	Poor	Fair	Good	Very Good	Excellent
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8.	Please provide any other comments.			



Please provide your comments below with regard to the workshop you attended today.			
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### **TRAINER**

6.	The facilitator had good knowledge of the course/training and gave appropriate real life examples to support and
	reinforce learning materials. (Please circle answer.)

Yes	No	
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### **OVERVIEW**

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Very Poor	Poor	Fair	Good	Very Good	Excellent
1 2	3 4	5	6 7	8	9 10

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