



THE UNIVERSITY OF
NOTRE DAME
A U S T R A L I A

Procedure:

Procurement

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Procurement

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1 PURPOSE

- 11** This Procedure sets out the processes to be followed when purchasing or leasing goods and/or services for and on behalf of the University.

2 DELEGATED AND CENTRALISED PROCUREMENT

- 21** The process to be followed for the purchase or leasing of goods and/or services by the University is determined by the value and risk to the University that may be inherent in the goods and/or services being purchased or leased.
- 22** In all instances, Approved Suppliers should be used when procuring goods and/or services. A Register of Approved Suppliers is maintained and published by Procurement.
- 23 Delegated Procurement**
- 2.3.1 Low value and low risk purchasing is undertaken at Faculty, School or Department level by the Delegate who holds relevant delegation and approval authority for the total value (inclusive of GST) of the purchase under the University's *Standing Delegations of Authority*.
- 2.3.2 In determining whether purchasing should be deemed low risk and low value, reference should be made to *Schedule 1* of this Procedure. Where a decision is not clear, advice from Procurement should be sought.
- 24 Centralised Procurement**
- 2.4.1 High value or high-risk purchasing is undertaken using a Centralised Procurement process that is facilitated by Procurement, and includes undertaking due diligence on the proposed supplier/s.
- 2.4.2 In determining whether purchasing should be deemed high risk and high value, reference should be made to *Schedule 1* of these Procedures. Where a decision is not clear, advice from Procurement should be sought.
- 2.4.3 A Centralised Procurement process may also be used in instances where purchasing is deemed to be low value and low risk in order to secure the optimum outcomes for the University, taking into account the provisions of the *Policy: Procurement*.

3 RISK

- 31** Risk assessments are required for all Planned Procurement activities, irrespective of value. A risk-based assessment considers the inherent risks, value and complexity in order to determine a Sourcing Approach.
- 32** Where a Procurement activity is assessed as high risk, a risk mitigation plan will be developed by Procurement, in consultation with the Legal Office and the relevant stakeholders.
- 33** All relevant risks should be considered, including:
- 3.3.1 Legal risks;
 - 3.3.2 Commercial risks;
 - 3.3.3 Health and safety risks;
 - 3.3.4 Privacy & Cyber Security;
 - 3.3.5 Modern Slavery risks;
 - 3.3.6 Risks to the University's compliance with Australian Government national security legislation;

- 3.3.7 Risks to the University's reputation or brand; and
 - 3.3.8 Risks of non-alignment with the Principles outlined in the *Policy: Procurement*.
- 34** In consultation with the project sponsor, a steering committee may be established to provide oversight to the sourcing project where there is a high value and/or high risk to the University.

4 QUOTATIONS

4.1 Request

- 4.1.1 Where a Contract or Preferred Supplier is available, no quote is required.
- 4.1.2 Prior to seeking quotations for the supply of goods and/or services, check whether an Approved Supplier is available to provide the goods and/or services.
- 4.1.3 The number of written quotations required by the supplier is determined by the value of the purchase as set out in *Schedule 1*.
- 4.1.4 A copy of all quotations must be attached to any expenditure request and reasons for selection must be included in the Requisition.
- 4.1.5 Where a supplier fails to provide a quote, documented evidence of the request for the quote and/or supplier declining to provide a quote should be maintained and included with the Requisition documentation (refer *section 7.2*).

4.2 Quotation Information

- 4.2.1 Quotations should set out any specifications relating to the goods or services and terms and conditions of purchase, including:
 - 4.2.1.1 Transaction date;
 - 4.2.1.2 Total cost, inclusive of any delivery, ongoing maintenance or other costs;
 - 4.2.1.3 Estimated delivery date or lead time;
 - 4.2.1.4 A full description and quantity of the goods and/or services to be purchased;
 - 4.2.1.5 The name and address of the supplier;
 - 4.2.1.6 The supplier's ABN (if an Australian supplier); and
 - 4.2.1.7 The GST component (if an Australian supplier).

4.3 Approval

- 4.3.1 Quotations should be assessed against the *Policy: Procurement* and a selection made by the relevant Delegate authorised to approve the purchase in accordance with the *Standing Delegations of Authority*.

5 SUPPLIER APPROVAL PROCESS

- 5.1** Where proposed suppliers are not an Approved Supplier, a request should be made to Procurement seeking approval to use the supplier by completing and submitting the [New Supplier & Supplier Update Request Form](#) prior to the purchase being processed.
- 5.2** Procurement will conduct due diligence on the proposed supplier, taking into account the Principles listed in the *Policy: Procurement*.
- 5.3** Procurement will determine whether proposed suppliers should be approved, based on due diligence outcomes.
- 5.4** Should a supplier not be deemed suitable for approval, Procurement will assist with sourcing an appropriate alternative supplier.

- 5.5 Suppliers must be able to demonstrate awareness and comply with the legislative requirements of the *Modern Slavery Act 2018* (the Act).

6 SUPPLIER ARRANGEMENTS

- 6.1 **Preferred Supplier Agreements** should be used in the first instance when goods and services are required to be purchased on an ongoing basis. This will provide leverage for future negotiations and optimise the use of pre-negotiated rates and services.
- 6.2 **Contracted Supplier Agreements** are to be used for the purchase of goods and services as specified in the terms and conditions of the Agreement.
- 6.3 **Approved Suppliers** are created in PeopleSoft to enable processing of orders for goods and/or services under agreed terms and conditions. They are also to be used for obtaining competitive quotes when sourcing operationally strategic goods and/or services.
- 6.4 **Inactive Suppliers** are created in PeopleSoft to enable payments of invoices for goods and/or services that have been purchased. These suppliers are marked as in-active and unable to be used for on-going purchases and will need to go through the supplier approval process (refer to *section 5.1*) to be classified as an Approved Supplier.

7 PURCHASING METHODS

- 7.1 All procurement transactions must be supported by a formal commitment to purchase, such as a documented Purchase Order or formal contract between the University and the supplier. Informal agreements (such as email exchanges or verbal agreements) are not acceptable.
- 7.2 **Purchase Orders**
- 7.2.1 A Purchase Order is required for all purchase commitments of up to \$100,000, except in cases where a Corporate Credit Card is used in accordance with the Procedure: *Corporate Credit Cards*.
- 7.2.2 A Purchase Order commits both the University and the supplier to terms and conditions which have been agreed and approved by the relevant Delegate in accordance with the *Standing Delegations of Authority* and is created through the generation and approval of a Requisition.
- 7.2.3 Once a Supplier has been identified, a Requisition must be completed and submitted through the University's Finance system (PeopleSoft).
- 7.2.4 The minimum number of quotations and other required supporting documentation as outlined at *Schedule 1*, including reasons for the supplier selection and a summary of business needs for the goods and/or services, should be provided when creating the Requisition record in the University's Finance system (PeopleSoft).
- 7.2.5 Requisitions are authorised by the relevant Delegate in accordance with the *Standing Delegations of Authority*.
- 7.2.6 Procurement will check and approve all Requisitions.
- 7.2.7 Once a Requisition has been approved, the Requisition is converted to a Purchase Order, and forwarded by Procurement to the supplier as confirmation of the order.
- 7.2.8 With the exception of purchases made in accordance with *sections 7.3 and 7.4* of this Policy, all suppliers should be informed that the University requires a Purchase Order in order to facilitate payment for purchases.

73 Corporate Credit Cards

- 7.3.1 Where a Contract or Preferred Supplier arrangement is not in place, a Corporate Credit Card may be used for purchases in accordance with the *Procedure: Corporate Credit Cards*.
- 7.3.2 *Procedure: Corporate Credit Cards* outlines appropriate and inappropriate uses for credit card expenditure.
- 7.3.3 Exemptions are to be approved by the Director, Financial Compliance & Operations or (delegate).
- 7.3.4 Corporate Credit Cards are not to be used for personal expenses and any such expenses in error must be refunded to the nominated bank account immediately.
- 7.3.5 Where a Corporate Credit Card is used, a Purchase Order is not required.

74 Reimbursements

- 7.4.1 Staff Members may incur work-related expenditure, which the University agrees to reimburse, for example, hospitality, professional membership fees, travel expenses or staff amenities.
- 7.4.2 All Reimbursements will be made through FlexiPurchase and supporting evidence of the expense e.g. invoices, receipts and other documentation (such as a travel diary) being claimed must be attached.
- 7.4.3 Where the staff member has lost a tax invoice/receipt and is unable to obtain a duplicate from the supplier, a *Lost or Unobtainable Tax Invoice or Receipt Declaration* should be completed to support the purchase.
- 7.4.4 The acceptance of a Statutory Declaration as evidence of a purchase is at the sole discretion of the Director, Financial Compliance & Operations or (delegate).
- 7.4.5 A Purchase Order is not required for reimbursements.

75 Supplier Contracts

- 7.5.1 A formal contract between the University and an Approved Supplier should be in place for purchasing commitments greater than \$100,000.
- 7.5.2 For transactions less than \$100,000, a formal contract may also be warranted to address legal or commercial risks associated with the Procurement transaction.
- 7.5.3 Procurement, in consultation with Legal Office, shall agree on the most appropriate form of contract for the type of Procurement.
- 7.5.4 All supplier-initiated contracts must be reviewed by the Legal Office, Procurement and Finance (as applicable), prior to execution.
- 7.5.5 Modification or alteration of any approved terms or conditions within an existing contract with a supplier is subject to review and approval by Procurement, following endorsement by the Legal and Procurement.

76 Leasing and Financing

- 7.6.1 Financing arrangements, include finance leases, must not be entered into without the approval of the Chief Financial Officer (or delegate).

77 Planned Procurement

- 7.7.1 For Procurement commitments valued at over \$100,000, Procurement must be engaged from the time where the Procurement need is first identified through to the final recommendation and award of contract.

- 7.7.2 The Procurement Plan must be approved and consideration given to risk, value, and complexity to determine the sourcing approach prior to the RFX being released to the market.
- 7.7.3 Procurement involvement in the Planned Procurement process includes:
- 7.7.3.1 Providing probity, guidance and advice to ensure that all due processes have been properly observed, that respondent submissions remain confidential; and that outcomes are fair, ethical and appropriately documented;
 - 7.7.3.2 Facilitating the formation of a tender panel;
 - 7.7.3.3 Determining any negotiation strategy which may be required and leading negotiations with respondents to ensure an improved and sustainable outcome is achieved and that the integrity of the competitive process is maintained;
 - 7.7.3.4 Preparation of a Procurement Recommendation to be submitted to the appropriate Delegate in accordance with the *Standing Delegations of Authority*, together with such supporting documents as necessary to support the recommendation; and
 - 7.7.3.5 Ensuring that respondents who are unsuccessful in a competitive process are advised of the result of the evaluation process and provided with an opportunity to seek and receive feedback on their tender.
- 7.7.4 Tender Panel**
- 7.7.4.1 The tender panel must comprise a minimum of three people, including the requestor, Procurement representative, and at least one other key stakeholder. The panel may consist of more than three people but should only consist of stakeholders or technical experts who are necessary for the development and/or evaluation of the tender.
 - 7.7.4.2 The tender panel is responsible for development of an appropriate tender evaluation plan to determine the critical success factors to achieve value for money and mitigate risks from the tender responses. Included, but not limited to whole-of-life costs, ability to meet the business need, delivery times offered, capability of the tenderer, quality management systems, practices and performance, innovation offered.
 - 7.7.4.3 The tender panel is responsible for technically and commercially evaluating tender responses and submitting the final evaluation report.

8 CONTRACT EXECUTION

- 8.1** Following approval of the Procurement Recommendation, Procurement will finalise the contract documents in preparation for contract execution.
- 8.2** The University's contracts will be executed by the designated authorities in accordance with the Standing Delegations Authority.

9 CONTRACT MANAGEMENT, MONITORING & COMPLIANCE

- 9.1** Procurement will manage all Contract and Preferred Supplier Agreements, including (but not limited to) ensuring that:
- 9.1.1 obligations are met by all parties;
 - 9.1.2 the performance of each Preferred Supplier is periodically monitored and timely remedial action is taken as required;
 - 9.1.3 risks (both current and emerging) are identified and managed; and
 - 9.1.4 the contract expiry is managed to ensure that, where appropriate, a new contract is in place to ensure no disruption to the procurement process between contracts.

All individuals involved in procurement activities on behalf of the University are responsible for ensuring compliance with documents related to this Policy in *Section 18*. Procurement will conduct random and planned monitoring of this policy requirements.

10 REQUIREMENTS FOR PROCUREMENT PROCESSES

- 10.1** *Schedule 1* prescribes the threshold requirements for Procurement processes, including the method, responsibility, competitive requirements, and documentation required.
- 10.2** The total value must include GST, as well as costs of freight, installation and any associated services. Where appropriate, whole of life costs should be taken into account.
- 10.3** A purchase or transaction must not be divided or split for the purpose of reducing the minimum threshold value provided in *Schedule 1*, or approval delegation requirement.
- 10.4** Continued, regular procurement of the same goods and/or services will be considered in the aggregate for the purpose of meeting the competitive requirements outlined in *Schedule 1*.

11 EXEMPTIONS

- 11.1** In circumstances where the Delegate (or equivalent) considers it is not appropriate to adopt the Procurement process requirements outlined in *Schedule 1*, the Delegate must request for an exemption via a PeopleSoft requisition in to Procurement for approval by the Chief Financial Officer (or delegate) to obtain an exemption prior to a commitment being made to a Supplier.
- 11.2** In considering whether to grant an exemption, the Chief Financial Officer (or delegate) will take into account:
- 11.2.1 Any valid business reasons or justification for the exemption (such as where goods and/or services from a specific supplier are required to integrate within an existing contractual arrangement, existing equipment, project or information and communications technology (ICT) standard operating environment or where there is an emergency situation that prevents calling of quotes or tenders in the time available);
 - 11.2.2 The evidence provided to support the exemption and whether this evidence justifies a deviation from the approved competitive process; and
 - 11.2.3 Whether, with the exemption, the Procurement process will be consistent with the University's principles for Procurement, as outlined in the *Policy: Procurement*.
 - 11.2.4 All exemptions will be recorded and reported in compliance with the Policy: Procurement by Procurement.

12 PAYMENTS FOR GOODS AND SERVICES

- 12.1** The University requires an invoice that meets Australian Taxation Office requirements in order to generate a payment for goods and/or services to any supplier for purchases within Australia with a value exceeding \$82.50 (inclusive of GST), or \$75.00 (exclusive of GST).
- 12.2** The University's standard payment terms for goods and services are 30 days from the end of the month from invoice date, unless a shorter timeframe has been approved by the Chief Financial Officer (or delegate).
- 12.3** Normally suppliers are not paid in advance for the goods and/or services, unless a deposit is required and has been approved for payment by Procurement.
- 12.4** Payment for goods and services will be made through the University's Finance system following generation of a Purchase Order, or finalisation of an approved Planned Procurement process in accordance with *Schedule 1*, or via a University credit card (where applicable).
- 12.5** No payment for a purchase can be made until all the procedural and approval requirements set out in *Schedule 1* have been satisfied.
- 12.6** Purchases with the value of \$82.50 (including GST) or less must be supported by payment dockets, receipts or invoices as appropriate.

13 RECEIPT OF GOODS AND SERVICES

- 13.1** Goods and/or services should be checked at the point of delivery to confirm (as applicable) quantity, quality, condition and compliance with order specifications.
- 13.2** Suppliers should be contacted as soon as possible regarding undelivered or partially delivered goods and/or services.
- 13.3** Procurement should be notified when goods and/or services are disputed or not received to assist in appropriate management of the situation.
- 13.4** Where goods are returned because they are not in good order or not compliant with order specifications, a receipt or other evidence should be obtained to evidence that the goods have been returned.
- 13.5** In cases where goods are returned and/or services disputed after the supplier's invoice has been paid, a credit should be sought.
- 13.6** All items purchased by the University are the property of the University, regardless of the source of funds, unless there is an agreement in writing to the contrary associated with a particular contract.

14 CONFLICT OF INTEREST

- 14.1** Staff involved in a Procurement process are required to declare any perceived or potential conflicts of interest.
- 14.2** Procurement will consider the declared conflict and determine whether this presents an unacceptable risk to the University and any appropriate actions to mitigate such risk.
- 14.3** Any perceived or potential conflict will be managed in accordance with the *Staff Code of Conduct*, *Policy: Managing Misconduct*, *Staff Enterprise Agreement* and *Policy: Gifts and Benefits*.

15 RECORDS MANAGEMENT

- 15.1** All staff are accountable for ensuring that a fully auditable transaction trail is in place for all Procurement activities - from identification of a requirement to approval, commitment, receipt and payment.
- 15.2** Procurement is responsible for ensuring the documentation is maintained.
- 15.3** All documents originating from a Procurement process, including, but not limited to, Planned Procurement, contract formation, and contract management will be recorded and managed in accordance with the *Policy: Privacy*.

16 SUPPLIER MODERN SLAVERY RISK MANAGEMENT

- 16.1** UNDA is committed to the eradication of Modern Slavery in its Supply Chain. Through contractual arrangements and procurement principles, UNDA has committed to ensure that its suppliers comply with the Act and take the necessary steps to eradicate modern slavery or human trafficking in their supply chains.
- 16.2** Accordingly, all staff carrying out purchasing activities on behalf of the University are required to familiarise themselves with the Act and are required to complete training available on the University Learning Management System (Blackboard).
- 16.3** Subsequently, all Agreements must ensure that Suppliers demonstrate awareness and compliance to the Act, as well as take the necessary steps to prevent Modern Slavery & Human Trafficking and demonstrate this as part of the Agreement approval process.
- 16.4** A Modern Slavery Side Agreement is available for initiating such discussions with suppliers, if required.
- 16.5** Procurement will provide guidance on the engagement with supplier on the Act, where required.

17 SUPPLIER CODE OF CONDUCT

- 17.1** The Supplier Code of Conduct, as detailed in *Appendix 1* of this Procedure, sets forth the ethical standards and conduct expectations of UNDA suppliers.
- 17.2** All suppliers are required to read, understand, and agree to adhere to the Supplier Code of Conduct as a condition of doing business with UNDA. The Code encompasses, but is not limited to, adherence to fair labor practices, respect for human rights, commitment to environmental sustainability, and the maintenance of ethical business conduct.

18 BREACH

- 18.1** All Staff Members are required to adhere to the requirements of these Procedures, the *Policy: Procurement*, and other applicable instruments, and may be subject to misconduct action if any provisions are breached.

19 RELATED DOCUMENTS

This Procedure should be read in conjunction with the following:

- 19.1** *Policy: Procurement*
- 19.2** *Standing Delegations of Authority*

- 193 New Supplier & Supplier Update Request Form
- 194 Approval Memo Template
- 195 Risk Assessment Tool
- 196 Lost or Unobtainable Tax Invoice or Receipt Declaration
- 197 Modern Slavery Side Agreement
- 198 Procedure: Corporate Credit Cards
- 199 Policy: Privacy
- 19.10 Guideline: Travel
- 19.11 Guideline: Hospitality Expenditure
- 19.12 Guideline: The Use of Discretionary Funds

20 DEFINITIONS

20.1 For the purpose of this Procedure, the definitions outlined in the *Policy: Procurement* apply.

20.2 In addition, the following definitions apply to this Procedure:

Approved Supplier means a supplier that has been approved to provide goods and/or services under agreed terms and conditions but there is no contract in place.

Centralised Procurement means procurement that is facilitated by Procurement staff.

Contracted Supplier means a supplier that has been contracted to provide a specific goods and/or service for a specified term, with agreed price, terms and conditions. The Contract will not be widely used by the University.

Delegate means the Staff Member to whom the Vice Chancellor has delegated authority for purchasing under the Standing Delegations of Authority.

Delegated Procurement means procurement undertaken within Schools and Departments by the Delegate who holds relevant delegation and approval authority for the total value (inclusive of GST) under the University's Standing Delegations of Authority.

Inactive Supplier means a supplier that has been set up for payment of an invoice without purchase order.

Planned Procurement means a formal process for seeking quotations in a structured manner where all parties who submit bids to a common deadline have the same information and are evaluated against a set criteria.

Procurement Plan is a formal document which details how the source to contract process will be managed to deliver the business requirements

Procurement Recommendation is a formal document which includes the tender evaluation report and recommended tenderer/s to whom a proposed contract should be awarded.

Preferred Supplier means that the supplier has been through the Planned Procurement process and is approved for use across the University.

Purchase Order means a formal document which is provided to a supplier at the University's request and confirmation for a specified supply of goods and/or services.

Quotation is a formal statement of promise (submitted usually in response to a request for quotation) by a potential supplier to supply the goods or services required by the buyer, at specified prices.

Requisition means a formal request to purchase goods and/or services for approval by Procurement (or delegate). Approved Requisitions automatically generate a formal Purchase Order.

RFx means either request for tender, proposal, quotation or expressions of interest

Threshold means the values as set out in *Schedule 1* of these Procedures.

Version	Date of approval	Approved by	Amendment
1	20 August 2019	Vice Chancellor	New Procedure
2	1 June 2021	Chief Financial Officer	Simplification of clauses relating to the different types of suppliers, inclusion of Modern Slavery Act compliance, update of Procurement roles, amendment to thresholds and supporting documentation requirements.
3	17 December 2021	Chief Financial Officer	Amendments to thresholds, supporting documentation requirements and minor amendments.
4	29 November 2023	Vice Chancellor	Insertion of Supplier Code of Conduct as Appendix 1 and referencing clause.

21 SCHEDULE 1 - MINIMUM REQUIREMENTS FOR THE PROCUREMENT OF GOODS AND/OR SERVICES

Total Value	Method	Responsibility	Competitive Requirements	Authorised Approver of Exemption of Competitive Requirements	Documentation required for Approval (including in the Purchasing)
Up to \$2,000	Upfront payment / Purchase Order / Credit Card / Reimbursement	Delegates	Verbal or direct purchase	N/A	<ul style="list-style-type: none"> Tax receipt
\$2,000-\$10,000	Purchase Order	Delegates	One written quote	Category Leads, Strategic Procurement Manager (SPM), Director, Financial Compliance & Operations (DFCO) or Chief Financial Officer (CFO)	<ul style="list-style-type: none"> Copies of quotations received Basis of supplier selection
\$10,000-\$50,000	Purchase Order	Delegates	Two written quotes from different suppliers	SPM, DFCO or CFO	<ul style="list-style-type: none"> Copies of quotations received Basis of supplier selection
\$50,000-\$100,000	Purchase Order	Delegates	Three written quotes from different suppliers	DFCO or CFO	<ul style="list-style-type: none"> Approval Memo Copies of quotation Basis of supplier selection
>\$100,000	Planned Procurement	Procurement	Request for Proposal/ Request for Tender	CFO	<ul style="list-style-type: none"> Approval Memo Procurement Recommendation

22 PROCESS SUMMARY

Process Step	Responsibility
<p>Approved Supplier</p> <ul style="list-style-type: none"> Establish whether a Supplier is available by checking the Register of Suppliers on the shared drive. If no supplier is available, use the New Supplier & Supplier Update Request Form Complete Due Diligence and approve. If not, request further clarification, source or provide support to source an alternate supplier. 	<p>Purchaser</p> <p>Purchaser</p> <p>Procurement</p> <p>Procurement</p>
	
<p>Quotation</p> <ul style="list-style-type: none"> Refer to <i>Schedule 1</i> and request quotes as per guidelines Ensure that a formal Purchase Order is created to facilitate payment. Assess quotations against <i>Policy: Procurement</i> and make selection. 	<p>Purchaser</p> <p>Purchaser</p> <p>Delegated Approver</p>
	
<p>Purchasing</p> <ul style="list-style-type: none"> Create Requisition in PeopleSoft and submit to Procurement for approval. Attach all relevant quotation/s and other supporting documentation as per <i>Schedule 1</i>. <p>OR</p> <ul style="list-style-type: none"> Use Corporate Credit Card for minor ad hoc expenses as per <i>Procedure: Corporate Credit Cards</i>. <p>OR</p> <ul style="list-style-type: none"> Claim for a reimbursement through FlexiPurchase for work-related expenses incurred by a Staff Member. <p>OR</p> <ul style="list-style-type: none"> Planned Procurement (Tender) process conducted, including establishment of a tender panel. 	<p>Purchaser & Delegated Approver</p> <p>Purchaser & Delegated Approver</p> <p>Purchaser & Delegated Approver</p> <p>Procurement</p>
	

<p>Payments for goods and/or services</p> <ul style="list-style-type: none"> • Advise supplier of standard payment terms and required invoice details in accordance with ATO provisions. • Payments for goods and/or services made where Purchase Order requirements finalised or an approved Planned Procurement process has been completed. 	<p>Purchaser</p> <p>Procurement</p>
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<p>Receipt of goods and/or services</p> <ul style="list-style-type: none"> • Check goods and/or services received at point of delivery, as per the delivery docket. • Contact supplier immediately regarding mismatches. • Request Goods Return Docket Number and Credit amount for items being returned to supplier. • Contact Procurement for assistance with management of disputes, as required. 	<p>Purchaser</p> <p>Purchaser</p> <p>Purchaser</p> <p>Purchaser</p>
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<p>Conflicts of Interest</p> <ul style="list-style-type: none"> • Declare perceived or potential conflicts of interest in the Procurement process to the Category Lead prior to conducting the purchasing activity. • Consider conflict and manage in accordance with relevant University agreements, codes and policies. 	<p>Purchaser</p> <p>Procurement</p>
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<p>Records Management</p> <ul style="list-style-type: none"> • Ensure that fully auditable transaction trail is in place from identification of requirement to approval, commitment, receipt and payment. • Manage records in accordance with <i>Policy: Privacy</i>. 	<p>Purchaser & Procurement (where it is not a Preferred Supplier Agreement).</p>
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23 APPENDIX 1 – SUPPLIER CODE OF CONDUCT

23.1 As part of our commitment to ethical, sustainable, and socially responsible procurement, the University of Notre Dame Australia (UNDA) has established this Supplier Code of Conduct. This Code reflects the standards and principles we expect our suppliers to adhere to, aligning with our University's mission and values.

This Code complements our existing Procurement Policy and is integral to our procurement processes. It outlines the minimum expectations in areas such as integrity, ethics, labour and human rights, health and safety, and environmental management. By adhering to this Code, our suppliers play a vital role in upholding the high standards of conduct and responsibility that define our University.

We expect all suppliers, as part of their business relationship with UNDA, to understand and commit to this Code. It is a key component of our procurement process and an essential element of our partnership with suppliers.



THE UNIVERSITY OF
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A U S T R A L I A

Supplier Code of Conduct

Effective: 29 November 2023

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Key words: Conduct, Corporate Responsibility, Supplier
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1 OBJECTS OF THE UNIVERSITY

The University's Objects are defined in Section 5 of its Act of Parliament:

The Objects of the University are:

- (a) the provision of university education, within a context of Catholic faith and values; and
- (b) the provision of an excellent standard of -
 - i. teaching, scholarship and research;
 - ii. training for the professions; and
 - iii. pastoral care for its students.

2 PURPOSE

2.1 The University of Notre Dame Australia (UNDA) is committed to ethical, sustainable, and socially responsible procurement, and expects the same high standards from its Suppliers. UNDA values its partnership with Suppliers and places great importance on their business practices when providing goods or services, including construction works and services, to the University.

This Supplier Code of Conduct (Code) sets out the minimum expectations in the following areas:

- Integrity, ethics, and conduct;
- Conflict of interest, gifts, benefits, and hospitality;
- Corporate governance;
- Labour and human rights;
- Health and Safety; and
- Environmental Management.

Suppliers to UNDA are advised to review the Code and ensure that their business operations and supply chains meet these standards.

3 APPLICATION OF THIS CODE

- 3.1** UNDA strives to collaborate with its Suppliers to meet and exceed the minimum expectations outlined in this Code. The University defines Suppliers as entities that supply goods or services, including construction works and services, to UNDA.
- 3.2** When referring to workers, the Code includes employees, contractors, agency and temporary staff of the Supplier and its related entities. The term "law" refers to the laws in the jurisdictions where goods are procured, or services are performed. Compliance with all laws, rules, and regulations of the respective jurisdictions is essential for Suppliers operating in full compliance with this Code.
- 3.3** The expectations set forth in the Code are not intended to supersede or alter the Supplier's regulatory and contractual obligations. UNDA expects both existing and new Suppliers to commit to the Code. Suppliers should review their respective contracts, agreements, and purchase orders as they may contain additional obligations or higher standards than those set out in this Code.

- 3.4** UNDA expects Suppliers to communicate the Code to their related entities, Suppliers, and subcontractors involved in the supply of goods and services to UNDA. It is crucial that these parties are aware of, understand, and comply with the Code.

4 RELATED DOCUMENTS

This Policy should be read in conjunction with other relevant University policies, and procedures, including the following:

- 4.1** *Staff Code of Conduct*
- 4.2** *Policy: Managing Misconduct*
- 4.3** *Policy: Gifts and Benefits*
- 4.4** *Policy: Whistleblower Protection*

5 MINIMUM ETHICAL STANDARDS FOR SUPPLIERS

- 5.1** Integrity, Ethics and Conduct
 - 5.1.1** UNDA expects Suppliers to uphold high standards of ethical conduct and comply with all applicable laws. Suppliers should conduct their business activities, relationships, practices, sourcing, and operations with integrity and in accordance with relevant policies and procedures.
- 5.2** Business Integrity
 - 5.2.1** Suppliers must comply with all applicable anti-bribery, anti-corruption, anti-money laundering, and modern slavery laws. Suppliers must not engage in fraudulent, corrupt, exploitative, or collusive activities, either directly or indirectly.
- 5.3** Record Keeping and Documentation
 - 5.3.1** Suppliers are expected to maintain accurate records that reflect all financial transactions and information related to their business activities, labor, health and safety, and environmental practices in accordance with applicable laws, policies, and procedures. Suppliers must disclose information without falsification or misrepresentation.
- 5.4** Professional Conduct
 - 5.4.1** Suppliers should conduct themselves in a fair and professional manner that upholds UNDA's reputation as a quality tertiary education provider.
- 5.5** Confidentiality
 - 5.5.1** Suppliers must not improperly use any private, confidential, or commercially sensitive information they possess regarding their dealings with UNDA.
- 5.6** UNDA Employee Code of Conduct and Ethical Behaviour
 - 5.6.1** UNDA's Employee Code of Conduct and Ethical Behaviour outlines the professional standards and behaviours expected of employees in conducting their day-to-day work and when interacting with other members of the UNDA community. Suppliers should respect these obligations in their dealings with UNDA employees.
- 5.7** Conflict of Interest, Gifts, Benefits and Hospitality
 - 5.7.1** UNDA emphasises impartiality in all business activities and expects Suppliers to identify and manage any actual or perceived conflicts of interest.

- 5.8 Conflict of Interest**
- 5.8.1** Suppliers must disclose to UNDA Procurement any situation that raises an actual, potential, or perceived conflict of interest related to their dealings with UNDA.
- 5.8.2** Suppliers must avoid financial, business, or other relationships that may compromise the performance of their duties under their business arrangement with UNDA. Any conflicts of interest that cannot be avoided must be appropriately declared and managed.
- 5.9 Gifts, Benefits and Hospitality**
- 5.9.1** Suppliers are expected not to offer UNDA personnel gifts or benefits, either directly or indirectly, except for token offers of basic courtesy. Suppliers should not take any actions to obtain unfair or improper advantages.
- 5.10 Corporate Governance**
- 5.10.1** UNDA places great importance on sound management, administration, risk management, and corrective action systems. Suppliers should maintain effective administration processes.
- 5.11 Risk Assessment and Management**
- 5.11.1** Suppliers should identify, manage, and control risks associated with their operations, including supply chain risks, labor and human rights risks, health and safety risks, environmental risks, business ethics risks, and corporate governance risks.
- 5.12 Critical Incident Management**
- 5.12.1** Suppliers should identify and assess potential critical incidents, emergency situations, and business continuity risks. They should develop and implement emergency plans and response procedures that prioritise the safety of life, environment, and property while minimising disruptions to business continuity.
- 5.13 Audits and Assessments**
- 5.13.1** To ensure compliance with the Code and applicable laws, Suppliers should conduct periodic evaluations of their facilities, operations, and those of their subcontractors. Suppliers should cooperate openly and honestly with any UNDA audit, assessment, or review.
- 5.14 Labour and Human Rights**
- 5.14.1** UNDA opposes all forms of modern slavery and is committed to ensuring the fair and ethical treatment of workers throughout its supply chain. Suppliers should provide a workplace that upholds high standards of human rights and integrates appropriate labour and human rights policies and practices.
- 5.15 Anti-Discrimination**
- 5.15.1** Subject to applicable laws, Suppliers should not discriminate against any worker based on age, disability, ethnicity, gender, marital status, political affiliation, race, religion, sexual orientation, gender identity, union membership, or any other protected status in their hiring and employment practices.
- 5.16 Anti-Harassment**
- 5.16.1** Suppliers should create a workplace free from bullying, harassment, victimisation, and abuse. Suppliers should not subject workers to any form of unlawful or inhumane treatment, including verbal, physical, sexual, or psychological abuse or harassment.

5.17 Human Rights

5.17.1 Suppliers should provide goods and services in a manner consistent with human rights obligations. Additionally, Suppliers should proactively identify, address, and report on risks of modern slavery practices as required by law.

5.18 Prevention of Involuntary and Underage Labour

5.18.1 Suppliers must ensure that all work is undertaken without coercion and should not use forced, bonded, or indentured labour. Suppliers should employ workers who meet the minimum legal age requirements. Temporary and outsourced labour should be used within the limits of the law, and Suppliers should ensure that any third-party recruitment agencies they use comply with the provisions of this Code and applicable laws.

5.19 Working Hours, Wages and Benefits

5.19.1 Suppliers must comply with all applicable laws and regulations related to wages, working hours, and workers' compensation insurance. Workers should receive their legally mandated minimum wages, benefits, superannuation, leave entitlements, and time off for legally recognised holidays. Suppliers should pay workers' wages in a timely manner and avoid using wage deductions as a disciplinary measure. Overtime should be reasonable and compensated according to applicable laws.

5.20 Freedom of Association and Collective Bargaining

5.20.1 Suppliers should respect the rights of workers to associate with others, form and join industrial organisations or associations, and engage in lawful industrial activities without interference, discrimination, retaliation, or harassment.

5.21 Indigenous Suppliers

5.21.1 UNDA encourages Suppliers to engage with and promote Indigenous businesses in their supply chains and procurement activities wherever feasible.

5.21.2 This commitment extends to respecting Indigenous rights, cultures, and traditions in all dealings. UNDA values Supplier efforts to create opportunities for Indigenous suppliers, aligning with the University's commitment to social responsibility and reconciliation.

5.22 Requests for Advice and Information

5.22.1 Suppliers may seek advice and information related to this Supplier Code of Conduct or other relevant policies and regulations by contacting UNDA Procurement or the designated University contact.

5.22.2 Timely communication and clarification are essential to maintain ethical and compliant business practices. Suppliers are encouraged to engage with UNDA for guidance whenever needed.

5.23 Timely Payments to Suppliers and Contractors

5.23.1 Suppliers must make timely payments to their subcontractors and suppliers in accordance with contractual agreements and legal requirements.

5.23.2 Timely payments are crucial for maintaining strong and collaborative relationships within the supply chain. Suppliers should communicate transparently with subcontractors and suppliers regarding payment schedules and address any payment disputes promptly and fairly.

5.24 Value for Money

5.24.1 Suppliers are expected to offer competitive pricing for their goods and services while maintaining a high standard of quality.

5.24.2 Value for money means that UNDA seeks to maximize the benefits of its procurement spend. Suppliers play a pivotal role in achieving this goal by continuously assessing their pricing structures, quality of goods and services, and efficiency in delivery to ensure they provide the best possible value to UNDA.

5.25 Health and Safety

5.25.1 UNDA prioritises the health, safety, and well-being of workers. Suppliers should provide a safe and healthy work environment and implement sound health and safety management practices.

5.25.2 Suppliers must comply with all applicable laws related to workplace health and safety. They should identify and manage occupational health and safety hazards and provide workers with job-related training and consultation.

5.26 Environmental Management

5.26.1 UNDA is committed to promoting environmental responsibility. Suppliers should minimise the environmental impact of their operations and maintain environmentally responsible policies and practices.

5.26.2 Suppliers must comply with all applicable laws and regulations related to the environment, including management and reporting obligations. They should manage the safe storage, transportation, and disposal of hazardous substances and waste.

5.26.3 Suppliers should adopt policies and practices for efficient energy and resource consumption and take measures to reduce pollution, protect biodiversity, prevent deforestation, preserve ecosystems, and minimise greenhouse gas emissions.

6 REPORTING MISCONDUCT, UNETHICAL BEHAVIOR, OR SUSPECTED CORRUPTION

6.1 If a Supplier believes that another Supplier has deviated from or breached their obligations under this Code or that a UNDA employee has breached relevant codes of conduct or policies, it is expected to report these concerns to modernslavery@nd.edu.au for investigation.

6.2 The Supplier shall notify UNDA within 48 hours of becoming aware of any actual or suspected deficiencies or breaches of this code.

6.3 Suppliers are encouraged to raise concerns, seek clarification, and engage in discussions regarding any aspects of the Code with UNDA Procurement, or the primary UNDA contact for the goods, services, or construction works and services they are provided.

6.4 If requested by UNDA, Suppliers must provide evidence and confirmation of their compliance with the Code, including the provision of supporting documents and records. Suppliers are expected to support UNDA in reviewing Supplier compliance with this Code.

7 IMPLICATIONS OF NON-CONFORMANCE

7.1 Compliance with the Supplier Code of Conduct is critical in maintaining the integrity and efficiency of UNDA's operations and relationships with our valued Suppliers. Any non-conformance with the provisions of the Code will be regarded seriously and may have severe implications, including but not limited to the following:

- 7.11** Suppliers may be required to undertake remedial measures to rectify any identified non-conformance. The nature and extent of such corrective actions will be proportionate to the severity of the non-compliance and may range from process adjustments to rectify minor breaches, to significant operational changes to address major deficiencies.
- 7.12** In case of suspected non-conformance, UNDA reserves the right to conduct further audits, assessments, inspections, investigations, or reviews. This could involve an in-depth scrutiny of the Supplier's practices and procedures, which will require the Supplier's full cooperation.
- 7.13** Serious or repeated non-compliance could lead to suspension of business dealings with the Supplier until satisfactory corrective actions are taken and proven effective.
- 7.14** In extreme cases, non-compliance with the Code could result in the termination of the contractual relationship with UNDA.
- 7.15** Non-compliance could lead to reputational damage for the Supplier, as UNDA promotes and values responsible business practices and expects the same from its Suppliers.
- 7.16** These measures underscore the importance we place on the adherence to our Supplier Code of Conduct. We expect all suppliers to respect and follow the provisions of the Code in all of their dealings with UNDA. We view this as a fundamental part of our partnership and trust that all Suppliers share this commitment to maintaining the highest standards of conduct.

8 DEFINITIONS

For the purpose of this Code, the following definitions apply:

University of Notre Dame Australia (UNDA): Refers to the academic institution that has established this Supplier Code of Conduct, located in Australia.

Suppliers: Entities or organizations that provide goods or services, including construction works and services, to UNDA. This term encompasses all parties engaged in supplying UNDA, including subcontractors and related entities.

Code: The Supplier Code of Conduct, which outlines the minimum ethical standards and expectations that Suppliers are required to meet when conducting business with UNDA.

Integrity: A fundamental ethical principle involving honesty, truthfulness, and adherence to moral and ethical principles in all business activities.

Ethics: The moral principles and values that govern the conduct of individuals and organizations, emphasizing honesty, fairness, and responsibility in business dealings.

Conflict of Interest: A situation where a Supplier's personal interests or relationships could potentially influence their impartiality or objectivity in their dealings with UNDA.

Gifts, Benefits, and Hospitality: Material or non-material items, favors, or services given or received by Suppliers or UNDA personnel that may influence or be perceived to influence business decisions. Token offers of basic courtesies are exceptions.

Corporate Governance: The system of rules, practices, and processes by which a company or organization is directed and controlled, ensuring transparency, accountability, and ethical conduct.

Labour and Human Rights: The rights and treatment of workers, including issues related to non-discrimination, anti-harassment, fair wages, working hours, freedom of association, and collective bargaining.

Health and Safety: Refers to the policies, procedures, and practices aimed at providing a safe and healthy work environment for all workers.

Environmental Management: The policies, practices, and initiatives aimed at minimizing the environmental impact of business operations, including compliance with environmental laws and regulations.

Business Integrity: The commitment to ethical, honest, and lawful conduct in all business activities, including compliance with anti-bribery, anti-corruption, anti-money laundering, and modern slavery laws.

Record Keeping and Documentation: The practice of maintaining accurate and complete records related to financial transactions, business activities, labor, health and safety, and environmental practices in accordance with applicable laws, policies, and procedures.

Professional Conduct: Conducting oneself in a fair and professional manner that upholds UNDA's reputation as a quality tertiary education provider.

Confidentiality: The obligation not to improperly use any private, confidential, or commercially sensitive information regarding dealings with UNDA.

UNDA Employee Code of Conduct and Ethical Behaviour: The set of professional standards and behaviors expected of UNDA employees in their day-to-day work and interactions with others, outlined in a separate document.

Risk Assessment and Management: Identifying, managing, and controlling risks associated with business operations, including supply chain, labor and human rights, health and safety, environmental, business ethics, and corporate governance risks.

Critical Incident Management: Identifying and assessing potential critical incidents, emergency situations, and business continuity risks, and developing and implementing response procedures to prioritize safety and minimize disruptions.

Audits and Assessments: Periodic evaluations conducted by Suppliers to ensure compliance with the Code and applicable laws, as well as cooperation with UNDA audits, assessments, or reviews.

Indigenous Suppliers: Suppliers who are engaged with and promote Indigenous businesses in their supply chains and procurement activities, aligning with UNDA's commitment to social responsibility and reconciliation.

Requests for Advice and Information: The process by which Suppliers can seek guidance and information related to the Supplier Code of Conduct or other relevant policies and regulations by contacting UNDA Procurement or designated University contacts.

Timely Payments to Suppliers and Contractors: The requirement for Suppliers to make payments to their subcontractors and suppliers in accordance with contractual agreements and legal requirements, ensuring transparency and fairness in payment processes.

Value for Money: The expectation that Suppliers offer competitive pricing for goods and services while maintaining high-quality standards, maximizing the benefits of UNDA's procurement spend.