



Work Health and Safety in Procurement Guideline

Introductory guidance and model clauses

July 2024



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This guideline document has been developed by the Department of Finance for use by State Agencies that are subject to the [Western Australian Procurement Rules](#).

Refer to the Buying for Government page on [WA.gov.au](#) for more information about whole-of-government procurement policies, guidelines and templates.

If you have any queries or change suggestions regarding this guideline, contact Procurement Policy and Improvement at procurementadvice@finance.wa.gov.au.

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Introduction

Under the [Western Australian Procurement Rules](#) (Rule C2.6(1)) State agencies are required to establish processes to identify, analyse, allocate and manage risk when conducting procurement activities. The processes established to manage risk must be commensurate with the scale, scope and risk of the relevant procurement. Risks associated with work health and safety (**WHS**) is one class of risks that may be relevant.

State agencies and suppliers are also required to comply with applicable laws and regulations, including the *Work Health and Safety Act 2020* (WA), the *Work Health and Safety Regulations 2022* (WA) and mandatory codes of practice or guidelines relating to work health and safety. Information about the WHS legislative framework in Western Australia is available on the Department of Energy, Mining, Industrial Relations and Safety website – [WHS laws](#).

The Department of Finance (**Finance**) has developed this guideline to support compliance with procurement policy and WHS laws in the context of goods and services, and community services procurements. The guideline provides an additional resource for agencies to use when they identify WHS risks as part of a procurement risk assessment.

The content of this guideline is provided as general guidance to agencies and is not intended to be exhaustive. Assessment of WHS risks in procurement and the development of mitigation strategies will be informed by the facts and circumstances of each procurement and is the responsibility of the procuring agency.

If you have questions regarding the identification and management of WHS risks in a procurement process, you are encouraged to engage with your agency's WHS team as early as possible in the procurement process. If novel or elevated WHS risks are identified, agencies are encouraged to seek legal advice to ensure the procurement process (including the WHS obligations in the contract documents) properly address those risks.

A. OVERVIEW – WHS IN PROCUREMENT

The extent to which an agency needs to assess a supplier's WHS capacity when evaluating offers, and/or monitor WHS performance during the contract term will depend on the type of the procurement and the level of WHS risk associated with the contract deliverables.

A basic outline of how WHS risks and requirements link into the procurement process is set out below:

- **Planning:** The planning of a procurement can be used as an opportunity to maximise WHS outcomes for an agency. The agency should, in consultation with its WHS team, consider the WHS risks inherent in the goods or services being procured. Refer to Schedule 1 of this guideline for some examples of WHS related risk factors.

The procurement planning stage is also the time when the agency should consider the level of WHS capacity each respondent will need to demonstrate in their offer and the WHS related obligations that the agency will require the respondent to comply with during the term of the contract.

- **Approach to Market:** Where the agency identifies novel or elevated WHS risks during procurement planning, the agency should ensure the Request document and contract terms properly address those risks.

Depending on the level, likelihood and consequences of identified WHS risks, the agency should consider whether WHS specific requirements need to be addressed at the evaluation stage (see Part F.1 to F.3 below) and/or whether WHS specific contractual provisions should apply during the term of the contract (see Part E and F.4 below). Refer to Schedule 1 of this guideline for minimum requirements by reference to risk category.

- **Evaluation:** Where the risk assessment identifies novel or elevated WHS risks the Request document should require that each respondent demonstrates their capacity to meet the WHS requirements specified in the Request, as well as how they will meet their obligations at law (this may necessitate consideration of the respondent's past WHS performance). The agency can then consider the information provided by each respondent when evaluating their offer. See Part F.1 to F.3 for examples of relevant provisions.
- **Contract Management:** Where the procurement will establish a term contract and there are novel or elevated WHS risks associated with contract, the agency should include special conditions in the Request document to manage those risks.

The special conditions should address the identified WHS risks. This may include information sharing, training and/or contract management requirements (e.g. WHS reporting). Special conditions can be used to monitor and manage WHS performance during the contract term and ensure the goods and/or services are delivered in line with the WHS requirements. See Part F.4 for examples of WHS special conditions.

B. PROCUREMENT TEMPLATES

WHS clauses and/or hyperlinks to this guideline will be added the following whole-of-government templates:

- **Goods and Services** – The Simple Contract Terms, General Conditions of Contract, Cleaning Request for Quote, and the Request templates.
- **Community Services** – The General Provisions for the Purchase of Community Services, Community Services Template Request for Tender and the Community Services Template Request for Preferred Service Provider.

These templates are available on [WA.gov.au](https://www.wa.gov.au). The updated templates containing the model clauses in this guideline will be published in July 2024.

The content in Parts D to F of this guideline has been sourced from the goods and services Request templates and the General Conditions of Contract (for procurements with an estimated value of \$250,000 (incl. GST) and above) that will be published in July 2024.

If you need to adapt that content for use in:

- any other form of procurement document (e.g. an agency specific template); or
- in a contract incorporating contract conditions other than the General Conditions of Contract,

you must review the content (including the definitions) for consistency with the relevant documentation and you are encouraged to seek legal advice prior to finalising any documentation.

C. MODEL CLAUSES

The guidance and model clauses below include:

- **WHS Contract Clause** – Part E below contains a basic WHS clause that has been designed to be incorporated into the contract terms document for goods and services, and community services procurements.
- **Optional Offer / Evaluation Provisions** – Parts F.1 to F.3 below contain guidance and model clauses for inclusion in the specification, compliance and disclosure, and qualitative requirements sections in a Request.
- **Optional Special Conditions** – Part F.4 below contains model clauses that address specific WHS related risks. These clauses are designed to operate as special conditions that supplement the basic WHS clause in the contract terms document when novel or elevated WHS risks are identified. The model clauses cover a range of common WHS related issues.

You should consider the scope and content of these clauses by reference to the WHS risks associated with each procurement process. Select and/or supplement the clauses by reference to the facts and circumstances of the procurement. Engage with your agency's WHS team and/or seek legal advice as required.

D. DEFINED TERMS

The model clauses and related content in Parts E and F below have been developed by reference to the goods and services Request templates and the *General Conditions of Contract (General Conditions)* published on WA.gov.au. The new WHS content will be published in July 2024.

The content incorporates terms that are defined in the General Conditions. Refer to Schedule 2 of this guideline for a list of defined terms.

E. GENERAL CONDITIONS OF CONTRACT

The definitions and clause below are base level clauses designed to be incorporated in the contract terms applicable to all procurements using those contract terms. The clause supplements the general compliance with laws undertaking (e.g. clause 19.3(d) in the General Conditions).

E.1 WHS Definitions

The definitions below will be added to clause 2.1 (Definitions) in the General Conditions.

In these General Conditions, unless the context otherwise requires:

WHS Laws means all laws (including the *Work Health and Safety Act 2020 (WA)*, the *Work Health and Safety Regulations 2022 (WA)* and mandatory codes of practice or guidelines) relating to work health and safety that are applicable to the Goods and/or Services.

WHS Notification Requirement means any requirement to notify WorkSafe WA or other regulator about an incident or event under WHS Law.

E.2 WHS Clause

The clause below will be new clause 19.10 (Work Health and Safety) in the General Conditions.

Work Health and Safety

- (a) The Contractor must at all times discharge its responsibilities under all statutory requirements relating to work health and safety, including the WHS Laws, that are applicable to the provision of the Goods and/or Services including identifying and exercising all necessary precautions for the safety and health of all persons including:
- (i) the Contractor Personnel;
 - (ii) the Customer Personnel; and
 - (iii) any other person,
- who may be affected directly or indirectly by or as a result of the provision of the Goods and/or Services.
- (b) Without limiting the Contractor's obligations under the Customer Contract, the Contractor must:

- (i) comply with its WHS Notification Requirements and notify the Customer as soon as practicable after any incident which necessitates such notification being made; and
- (ii) consult, co-operate and co-ordinate with the Customer and, if relevant, the Contract Authority in respect of the discharge of the parties' obligations in connection with the provision of the Goods and/or Services under WHS Laws and provide all information and documents to the Customer and, if relevant, the Contract Authority that are reasonably necessary to facilitate the process of consultation, coordination and cooperation.

F. REQUEST PROVISIONS

By reference to the procurement risk assessment and consideration of applicable WHS risks, agencies should consider including specific provisions in the Request document that require respondents to provide WHS related information in their offer and/or comply with WHS specific contract conditions during the contract term.

The content in this Part F uses the following template formatting:

- standard text is in black;
- instructions are in **Character – Instruction Text* formatting;
- optional text is in **Character – Optional Text* formatting; and
- placeholders highlighting content that the end user needs to add are in **Character – Placeholder* formatting.

If you need to clear the template formatting, select the text and press **Ctrl + spacebar**.

F.1 Specification / Statement of Requirements

Where elevated WHS risks are identified, agencies should consider whether those risks can be addressed by including WHS related specifications in the Request document.

The following guidance **will be** added to the Specification section of the whole-of-government Request templates to prompt consideration of this issue:

Specification Guidance – Work Health and Safety

The following are some suggestions that may be considered:

- **Work Health and Safety (Goods)** – Are there any specific design requirements, industry standards or codes of practice; or specific safe design principles, production, delivery and/or disposal requirements that should be applied?
- **Work Health and Safety (Goods and/or Services)** – Are there any WHS licences, certifications or authorisations that must be held; or WHS

management systems or procedures that should be in place; or information sharing or WHS training that should be required?

F.2 Compliance and Disclosure Requirements

The disclosure clause below will be added to the whole-of-government Request templates. It is recommended that a WHS disclosure is included in the compliance and disclosure section in all Requests.

If the procurement has novel or elevated WHS related risks, consider increasing the reference period from 2 years to up to 4 years.

Disclosures – Work Health and Safety

The Respondent must disclose whether the Respondent has received any prohibition notice(s), accepted any enforceable undertaking(s) or been the subject of any prosecution(s) commenced by *WorkSafe WA under the Occupational Safety and Health Act 1984 (WA)* or the *Work Health and Safety Act 2020 (WA)*, or any associated regulations, or any equivalent action under a corresponding work health and safety law in another Australian jurisdiction, in the last [2 years]?

Yes

No

If **Yes**, provide details of the notice, enforceable undertaking and/or prosecution and include a summary of actions taken by the Respondent in response thereto:

F.3 Qualitative Requirements

Where elevated or novel WHS risks are identified, agencies should consider including qualitative criteria in the Request that address specific WHS risks or requirements and require respondents to address them in their offer.

Some example criteria are listed below:

Organisational Capacity (Xx% Weighting) – Work Health and Safety Responsibilities

- (a) The Respondent must describe how it will meet its work health and safety responsibilities in providing the [Goods / Services / Goods and/or Services] including;

- (i) providing details of its work health and safety management system;
- (ii) [describe requirements addressing the specific work health and safety requirements specified in [Schedule 2 - Specification / Statement of Requirements] of the Request]; and
- (iii) identifying work health and safety risks associated with the [Goods / Services/ Goods and/or Services] and how these risks are managed.

F.4 Customer Contract Details – WHS Special Conditions

Where novel or elevated WHS risks are identified, agencies should consider including special conditions in the Customer Contract Details section of the Request addressing specific WHS requirements that will apply during the contract term. These Special Conditions may or may not be relevant depending on the WHS risks arising.

In most cases these special conditions will only be appropriate for inclusion in the Customer Contract Details, but if you are working on a procurement involving a standing offer arrangement, consider whether some special conditions need to be replicated in the Head Agreement Details (e.g. some WHS reporting and/or investigation conditions may also be relevant at the Head Agreement level).

Some commonly applicable special conditions are listed below. If you need to adapt, expand or substitute these model clauses to address WHS risks associated with a procurement, you are encouraged to engage with your agency’s WHS team and/or seek legal advice as required.

F.4.1 Customer WHS Procedures

The model clause below is relevant in situations where the customer has its own WHS procedures and it requires the contractor to comply with those procedures when delivering the goods and/or services under the contract.

This type of clause may be relevant in situations such as when the contractor will be required to deliver goods and/or services on the customer’s premises and there are elevated WHS risks associated with that delivery. The customer responds to those risks by developing a specific WHS procedure to address the risks.

The model clause below contains a generic definition of WHS Procedures. If the risk assessment identifies the need to prescribe specific procedural requirements, you are encouraged to develop those requirements in consultation with your agency’s WHS team to ensure the relevant WHS procedures document is fit for purpose.

Special Condition – Customer’s WHS Procedures

In this special condition:

WHS Procedures means the document, as may be updated by the Customer from time to time during the Term, that describes the Customer's work health and safety procedures relevant to the Contractor's activities under the Customer Contract.

- (a) The Customer will provide the Contractor with the WHS Procedures [prior to the commencement of the Customer Contract / within [X] Business Days of the Commencement Date] and provide the Contractor with a revised version promptly following any update to the WHS Procedures during the Term.
- (b) The Contractor has [X] Business Days from the date of receipt of the WHS Procedures (and any update thereto) to implement processes and procedures to maintain compliance with the WHS Procedures in the provision of the Goods and/or Services.
- (c) The Contractor must ensure the Contractor Personnel engaged in performing work under the Customer Contract comply with WHS Procedures, including without limitation completing required training and /or attending the Customer's safety induction at a time and place to be specified by the Customer prior to commencing work.

F.4.2 WHS Management Plan

Most procurements are likely to benefit from some form of WHS management plan. Whether it is appropriate to include a special condition in the Request requiring the Contractor to develop and maintain a plan will depend on the facts and circumstances of the procurement.

The model clause below requires the contractor to develop and maintain a WHS management plan, but in some situations, it may be appropriate for the agency and the contractor to collaborate to create a joint WHS management plan. In both cases, the agency will need to determine whether the plan is required at commencement of the contract or within a designated timeframe following commencement. If a plan is required, the contractor should always be required to maintain the plan as a 'live document' (i.e. review and update the plan at regular intervals during the contract term).

The model clause below contains a generic definition of WHS management plan. If the risk assessment identifies the need to prescribe specific requirements, you are encouraged to develop those requirements in consultation with your agency's WHS team to ensure the definition and clause is fit for purpose.

Some examples of requirements that may be relevant include the requirement to:

- identify WHS issues;
- detail general WHS policies and procedures;
- identify policies and procedures specifically relevant to the contract;

- describe training etc.;
- describe how the contractor will ensure compliance with the related WHS special conditions (i.e. the customer's procedures, reporting etc.); and
- describe the critical incident process.

Special Condition – WHS Management Plan

In this special condition:

WHS Incident means an incident which triggers a WHS Notification Requirement.

<Add definitions of WHS Notification Requirement and WHS Laws here, if your documents do not incorporate the General Conditions (see GCoC clause 2.1)>

WHS Management Plan means a plan demonstrating how the Contractor will manage specific work health and safety issues relevant to the Goods and/or Services during the Term, including documenting the system and methods that will be used by the Contractor.

(a) The Contractor must:

- prepare and implement a WHS Management Plan in relation to the performance of the Customer Contract; and
- submit the WHS Management Plan to the Customer within [10] Business Days of the Commencement Date, for the Customer's information only.

(b) The Contractor must:

- review the WHS Management Plan at intervals of at least every [X] months during the Term, and as informed by the review, update the WHS Management Plan to ensure that it remains relevant; and
- promptly submit the updated WHS Management Plan to the Customer, for the Customer's information only.

(c) The WHS Management Plan must, at a minimum, detail:

- the policies and procedures that the Contractor will implement to meet any applicable legislative or regulatory work health and safety requirements;
- the timing and content of work health and safety training to be provided to Contractor Personnel and the relevant qualifications of the Contractor Personnel;
- work health and safety issues and how each issue will be managed by the Contractor, if it occurs;
- the procedures that the Contractor will implement to ensure compliance with [insert cross reference to other selected WHS model clauses]; and
- the specific process and timetable for WHS Incident management.

F.4.3 Safety and Operational Information

Whether the model clause below is relevant will depend on the facts and circumstances of the procurement.

An example of when it may be relevant is when the agency has identified WHS risks associated with the using the goods or hosting the goods on their premises and those risks can be mitigated by obtaining this type of information from the contractor.

Special Condition – Safety and Operation Information

- (a) The Contractor must provide the Customer with all relevant safety, operational, inspection and testing information relating to the Goods [specify time period for delivery of the information]. *<e.g. within [X] Business Days of the Commencement Date / delivery of the Goods / installation etc.>*

F.4.4 WHS Training

The model clause below can be used when an agency wants to include contractual obligations requiring specific WHS training for contractor personnel.

While an employer has a general obligation under WHS laws to provide training to their personnel, an agency may, want to ensure that a contractor provides training in relation to a specific WHS risks and/or agency WHS procedures.

The model clause below imposes obligations on the contractor to provide WHS training covering specific topics at specific intervals during the contract term. If your risk assessment identifies the need to adapt or supplement these requirements, you are encouraged to develop new requirements in consultation with your agency's WHS team to ensure the definition and clause is fit for purpose.

Special Condition – Work Health and Safety Training

In this special condition:

<Add a definition of WHS Laws here, if your documents do not incorporate the General Conditions (see GCoC clause 2.1)>

WHS Management Plan means a plan demonstrating how the Contractor will manage specific work health and safety issues relevant to the Goods and/or Services during the Term, including documenting the system and methods that will be used by the Contactor.

WHS Procedures means the document, as may be updated by the Customer from time to time during the Term, that describes the Customer's work health and safety procedures relevant to the Contractor's activities under the Customer Contract.

- (a) The Contractor must ensure all Contractor Personnel undertake work health and safety training [prior to commencing work under the Customer Contract], including but not limited to familiarisation with:
- (i) the legislative framework of WHS Laws;
 - (ii) [the WHS Procedures and]the WHS Management Plan; and
 - (iii) procedures for the reporting and resolution of work health and safety issues in the workplace.
- (b) The Contractor shall maintain training attendance records [signed by each attendee]and make those records available to the Customer on request.

F.4.5 WHS Reporting

Clauses requiring a contractor to provide the customer with WHS reporting are often used in construction contracts. The model clause below adapts that concept and aims to create a framework which allows an agency to closely monitor the WHS performance of a contractor under a high risk goods and services contract.

An example of when it may be appropriate for an agency to require WHS reporting is where a contractor's personnel will be working closely with agency personnel or members of the public in a high risk environment (e.g. a laboratory or service delivery hub).

Generally, this type of clause would only be used in higher risk industries or procurements. The risk management benefits of this type of clause should be balanced with the administrative burden imposed on contractors and potential cost implications for the agency. Only request information that is required and meaningful. Please consult with your agency's WHS team to determine if this type of clause is relevant to your procurement.

The model clause below provides for regular WHS reporting against WHS related metrics (frequency and metrics to be determined by the agency), as well as providing for the right to request documentary evidence of WHS compliance (e.g. copies of WHS procedures, minutes of meetings etc.) and/or the ability to request an external WHS audit.

Special Condition – Work Health and Safety Reporting

- (a) The Contractor must provide to the Customer:

- (i) a report in writing regarding work health and safety performance in relation to the Customer Contract:
 - (A) in the format specified by the Customer; *<At a minimum, reporting should be provided in writing. Consider whether a specific reporting format is required. Consult your agency's WHS team if needed.>*
 - (B) [in the timeframe specified by the Customer] / [within Business Days of receipt of a request from the Customer] / [specify period, e.g. monthly, bi-annually, annually etc.]; *<Specify the reporting frequency>*
- (ii) at the request of the Customer, documentation evidencing the Contractor's compliance with its work health and safety obligations under the Customer Contract[; and]
- (iii) *<Only select this provision for procurements with high WHS risks>*[if the Customer (on reasonable grounds) suspects the Contractor is not complying with its work health and safety obligations under this Customer Contract, an independent verification report prepared:
 - (A) by a suitably qualified expert (acceptable to the Customer);
 - (B) at the Contractor's expense,
 verifying the Contractor's compliance with its work health and safety obligations under the Customer Contract].

F.4.6 WHS Investigations

Clauses requiring a contractor to undertake WHS related investigations and issue notifications in connection with those investigations are typically used in construction contracts. The model clause below adapts that concept for use in high risk goods and services contracts.

The model clause may be used where the agency identifies a material risk of a serious WHS incident occurring under the contract where both the agency and the contractor may find themselves subject to a WorkSafe investigation and the need to access records of interview etc. may become important.

Generally, this type of clause would only be used in higher risk industries or procurements. Please consult with your agency's WHS team to determine if this type of clause is relevant to your procurement.

Special Condition – WHS Incident

In this special condition:

WHS Incident means an incident which triggers a WHS Notification Requirement.

<Add definitions of WHS Notification Requirement and WHS Laws here, if your documents do not incorporate the General Conditions (see GCoC clause 2.1)>

The Contractor must:

- (a) promptly investigate any WHS Incident, unless directed otherwise by the Customer;
 - (i) allow the Customer to conduct its own investigation into the WHS Incident, and co-operate with the Customer's investigation on request by the Customer; and
 - (ii) promptly provide the Customer with all relevant information and documents, in relation to the WHS Incident including:
 - (A) details of any notification made in accordance with clause 19.10 of the General Conditions; *<Update this clause cross reference if the Customer Contract resulting from the Request will not incorporate the General Conditions.>*
 - (B) a copy of any notice issued by an WorkSafe WA or other work health and safety authority requiring the Contractor to provide information or documents;
 - (C) a copy of any information or document provided by the Contractor to WorkSafe WA or other work health and safety authority;
 - (D) details of any enforcement action taken against the Contractor, including legal proceedings commenced against the Contractor; and
 - (E) a copy of any investigation report prepared by or at the instruction of the Contractor.

SCHEDULE 1 – WHS RISKS

Identifying potential WHS risks early and developing strategies to treat those risks assists in achieving more favourable outcomes for the parties involved in the procurement and third parties.

The content below lists some common considerations that may assist with the identification and assessment of potential WHS risks related to a procurement process. This list is provided by way of general guidance and is not intended to be exhaustive or to remove the need for an appropriate risk assessment.

Procurement of Goods and/or Services (Including Community Services)

- What workers, end users or other people (e.g. members of the public, adults or children) will be affected by the goods and/or services?
- What hazards are associated with the goods and/or services?
- What risks do they pose?
- Will the contractor be engaged in 'hazardous work' (within the meaning of applicable WHS legislation)?
- Are there any WHS compliance risks that need to be managed (e.g. WHS regulations may impose requirements on both the customer and contractor)? Will the contractor need to evidence capacity to comply with WHS laws and regulations and/or the Customer's WHS procedures?
- Are there any training or procedural (customer's or contractor's) with a WHS component?
- Are there any WHS risks associated with contract transition out / transition in?

Goods Specific Considerations

- Are there any delivery, design, installation or maintenance requirements that may potentially impact on WHS risks associated with the goods?
- If plant is being procured (i.e. machinery, equipment, appliances and tools – other than hand held, manual tools), the *Work Health and Safety (General) Regulations 2022* (WA) have a number of specific obligations on the suppliers and manufacturers of plant which the Customer may wish to include in this section.
- Are there any information requirements (e.g. provision of safety, operational, inspection or testing) that may potentially impact on WHS risks associated with the goods?

Services Specific Considerations

Where will the services be delivered (e.g. remotely, on the agency's or contractor's premises, or in a public space etc.)?

Contract Risk Classification

WHS risks may be broadly classified as low, medium or high, depending on the:

- type of procurement (e.g. estimated contract value, contract term, contract deliverables); and
- risk profile of each risk (e.g. type, likelihood and potential consequences of a risk occurring).

The table below summarises *minimum* WHS requirements when procuring goods and/or services, including community services.

LOW RISK CONTRACTS	MEDIUM RISK CONTRACTS	HIGHER RISK CONTRACTS
<p>Risk Assessment (commensurate to risk profile)</p> <p>WHS Clause (Contract Conditions)</p>	<p>Risk Assessment (commensurate to risk profile)</p> <p>WHS Clause (Contract Conditions)</p> <p>Special Conditions which may include:</p> <ul style="list-style-type: none"> • WHS procedures • WHS plan • safety and operational information • WHS training 	<p>Risk Assessment (commensurate to risk profile)</p> <p>WHS Clause (Contract Conditions)</p> <p>Special Conditions which may include:</p> <ul style="list-style-type: none"> • WHS procedures (detailed) • WHS plan (detailed) • safety and operational information • WHS training (detailed) • WHS reporting • WHS investigations
<p><i>For low value, short term, low risk contracts conducting a basic risk assessment, and relying on standard compliance with laws and/or the base level WHS clause in the General Conditions should be considered.</i></p>	<p><i>For contracts with moderate WHS risks, agencies should supplement the WHS clause in the General Conditions by adding relevant special conditions to the Request (Schedule 1).</i></p> <p><i>By reference to the WHS risks identified in the risk assessment, some or all of the model clause special conditions (listed above) should be considered.</i></p> <p><i>Adapt and/or supplement the special conditions by reference to the risk assessment. Consult your agency's WHS team as required.</i></p>	<p><i>For contracts with elevated WHS risks, agencies should supplement the WHS clause in the General Conditions by adding relevant special conditions to the Request (Schedule 1).</i></p> <p><i>By reference to the WHS risks identified in the risk assessment, some or all of the model clause special conditions (listed above) may be relevant. Consider supplementing the generic definitions and requirements in those clauses to include agency / contract specific definitions and requirements.</i></p> <p><i>Adapt and/or supplement the special conditions by reference to the risk assessment. Consult your agency's WHS team and/or seek legal advice as required.</i></p>

SCHEDULE 2 – DEFINED TERMS

Below is a list of defined terms used in Part E and F of this guideline. The terms are defined in clause 2.1 of the *General Conditions of Contract (General Conditions)* which is available on WA.gov.au. This list can be used as a reference if you are adapting the model clauses for use in documentation that does not incorporate the General Conditions.

The definitions of WHS Laws and WHS Notification will be added to clause 2.1 of the General Conditions in July 2024. Those definitions are also listed in Part E.1 of this guideline.

GUIDELINE PART	GENERAL CONDITIONS DEFINITIONS USE
Part E <i>(General Conditions of Contract)</i>	Customer Contract Contract Authority Contractor Contractor Personnel Customer Customer Personnel Goods and/or Services <i>WHS Laws [To be added to the General Conditions (July 2024) edition]</i> <i>WHS Notification Requirement [To be added to the General Conditions (July 2024) edition]</i>
Part F.1 <i>(Specification / Statement of Requirements)</i>	N/A
Part F.2 <i>(Compliance and Disclosure Requirements)</i>	Respondent
Part F.3 <i>(Qualitative Requirements)</i>	Respondent Goods Goods and/or Services Services
Part F.4.1 <i>(Customer's WHS Procedures)</i>	Business Day Commencement Date Customer Contract Contractor Contractor Personnel Customer Goods and/or Services Term
Part F.4.2	Business Day

<p><i>(WHS Management Plan)</i></p>	<p>Commencement Date Customer Contract Contractor Contractor Personnel Customer Goods and/or Services Term <i>WHS Notification Requirement [To be added to the General Conditions (July 2024) edition]</i> <i>WHS Laws [To be added to the General Conditions (July 2024) edition]</i></p>
<p>Part F.3F.4.3 <i>(Safety and Operational Information)</i></p>	<p>Business Days Commencement Date Contractor Customer Goods</p>
<p>Part F.4.4 <i>(WHS Training)</i></p>	<p>Customer Contract Contractor Contractor Personnel Customer Goods and/or Services Term <i>WHS Laws [To be added to the General Conditions (July 2024) edition]</i></p>
<p>Part F.4.5 <i>(WHS Reporting)</i></p>	<p>Business Days Customer Contract Contractor Customer</p>
<p>Part F.4.6 <i>(WHS Investigations)</i></p>	<p>Contractor Customer <i>WHS Notification Requirement [To be added to the General Conditions (July 2024) edition]</i> <i>WHS Laws [To be added to the General Conditions (July 2024) edition]</i></p>