

# Schedule 6 – Order Template

## Note to Service Provider:

This Schedule 6 provides an Order Template for the provision of Management Advisory Service to an Agency, as detailed in clause 11.3 of the Head Agreement. It is intended that the Order Template will be provided as a smart form. The intent of this template and any smart form is to achieve a high level of standardisation and consistency in Agency Orders to provide efficiencies to Agencies and Service Providers, however, it will not be mandatory that Agencies use this Order Template or any equivalent smart form to Order Services from Service Providers.

## 1. Introduction

1.1. This Order is issued in accordance with clause 11.3 of the Head Agreement.

<b><u>Order for Services</u></b>	
<b>s 47F(1)</b> Callida Consulting 2/28 National Circuit, Forrest ACT 2603 40 154 007 664 Sent via: email: <b>s 47F(1)</b> @callida.com.au	
<b>Agency Order Information</b>	
Agency	National Archives of Australia
Agency File Reference	ATM_2025_Consultant
Order Number	TBA
Cost Centre	5050
<b>Order Commencement Date and Term</b>	
Order Commencement Date	28/04/2025
Order Term and Extensions	The Order expires 31/07/2025. 1 x 8 week extension
<b>Statement of Work</b>	
Service Area	Financial Management Advisory Services
Service Category	Accounting
Service Sub-category	CFO Financial and Procurement Advisor

## Order for Services

<b>Detailed Statement of Work</b>	In accordance with Milestones.
<b>Milestones</b>	<ul style="list-style-type: none"> <li>• Internal and external budget support (including assistance with ministerial budget briefs, CBMS entry, PBS/PAES, monthly profiles, senate estimates packs, Executive Board/Branch co-ordination requests, ongoing improvement items)</li> <li>• Board reporting (Executive, ARC, and Advisory Council)</li> <li>• Liaising with various business areas in NAA in relation to reporting variances</li> <li>• Preparing various work papers for monthly and annual reporting processes</li> <li>• Development of the financial statements</li> <li>• Reconciling information and adjusting work items in CBMS</li> <li>• Oversee the Central Procurement recent uplift (in TechOne, procurement training uplift)</li> <li>• Assess staff capability associated to the Finance and Procurement activities</li> <li>• Executive level strategic analysis and dashboards</li> <li>• Other related consultation on financial and procurement matters</li> </ul>
<b>Key Personnel</b>	s 47F(1) Senior Principal Consultant CFO Advisory
<b>Subcontractors</b>	Not Applicable
<b>Location</b>	East Block, Parkes ACT
<b>Fees</b>	s 47(1)(b) per hour s 47(1)(b)
<b>Payment Terms</b>	20 calendar days
<b>Invoicing</b>	Invoices to be emailed to <a href="mailto:financial.operations.and.procurement@naa.gov.au">financial.operations.and.procurement@naa.gov.au</a>
<b>Travel</b>	Not Applicable
<b>Agency Material</b>	Not Applicable
<b>Existing Material</b>	Not Applicable
<b>Contract Material</b>	Not Applicable
<b>Restrictions on use of Contract Material</b>	Not Applicable

## Order for Services

<b>Restrictions on use of Service Provider's name, trade name or logo</b>	Not Applicable								
<b>Confidential Information</b>	<p>[Include details in table below or insert Not Applicable. If approved by the Agency, relevant sections of the Service Provider's internal working papers may be specified as Service Provider Confidential information]</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Agency Confidential information <i>(for example)</i></th><th style="text-align: center;">Period of Confidentiality</th></tr> </thead> <tbody> <tr> <td style="text-align: center;">Agency data</td><td style="text-align: center;">Indefinitely</td></tr> <tr> <td style="text-align: center;">Any Personal Information held by the Agency</td><td style="text-align: center;">Indefinitely</td></tr> <tr> <td style="text-align: center;">Security Classified Information</td><td style="text-align: center;">Indefinitely</td></tr> </tbody> </table> <p><i>[Information on confidentiality provisions is available at:  <a href="http://www.finance.gov.au/procurement/procurement-policy-and-guidance/buying/contract-issues/confidentiality-procurement-cycle/principles.html">http://www.finance.gov.au/procurement/procurement-policy-and-guidance/buying/contract-issues/confidentiality-procurement-cycle/principles.html</a> ]</i></p>	Agency Confidential information <i>(for example)</i>	Period of Confidentiality	Agency data	Indefinitely	Any Personal Information held by the Agency	Indefinitely	Security Classified Information	Indefinitely
Agency Confidential information <i>(for example)</i>	Period of Confidentiality								
Agency data	Indefinitely								
Any Personal Information held by the Agency	Indefinitely								
Security Classified Information	Indefinitely								
<b>Additional requirements</b>									
<b>Internal Working Papers</b>	No changes to the default position in clauses 20.4								
<b>Intellectual Property</b>	No changes to the default position in clause 20.1.1								
<b>Key Personnel Requirements</b>	The clauses of the Head Agreement has not been varied.								
<b>Return of confidential information</b>	The clauses of the Head Agreement has not been varied.								
<b>Agency Data Storage Requirements</b>	The clauses of the Head Agreement has not been varied.								
<b>Security</b>	The clauses of the Head Agreement has not been varied.								
<b>Additional Requirements – security</b>	Not Applicable								
<b>Conditions/Restrictions for Personal Information</b>	Not Applicable								
<b>Liability</b>	The clauses of the Head Agreement has not been varied.								



<b><u>Order for Services</u></b>	
<b>Additional or alternate Requirements – insurance</b>	Not Applicable. Where 'Not Applicable' is specified, the insurance requirements under the Head Agreement will apply
<b>Agency Service Levels</b>	Not Applicable
<b>Service Provider termination right</b>	The default position under clause 26.2.3 of the Head Agreement is that the Service Provider may terminate the Contract due to Agency non-payment of Fees, or if the Agency breaches a material provision and does not remedy this within 40 Business Days after receiving a notice to remedy. Insert whether this position or an alternative position applies. The clauses of the Head Agreement has not been varied.
<b>Termination for convenience costs in relation to Fees for Services calculated on a milestone basis</b>	The default position under clause 26.4.3(a) of the Head Agreement is that where Fees in an Order are calculated on a milestone basis, the Agency will pay Fees for Ordered Services completed before the date of termination for convenience on a time and materials basis where the Service Provider can substantiate this. Insert whether this position or an alternative position applies The clauses of the Head Agreement has not been varied.
<b><i>Commonwealth Procurement Connected Policy Requirements</i></b>	
Include details of any Commonwealth procurement connected policy requirements that apply to the Order e.g. Shadow Economy Policy, Indigenous Procurement Policy, Australian Industry Participation Plan Policy.	
<b><i>Agency Information</i></b>	
<b>Agency Representative</b>	<b>Name:</b> s 47F(1) <b>Position:</b> A/g Chief Finance Officer <b>Address:</b> East block, Queen Victoria Terrance, Parkes ACT <b>Email:</b> s 47F(1)@naa.gov.au <b>Contact number:</b> 02 6212 3906
<b>Agency Address for Notices</b>	<b>Physical Address:</b> [Insert physical address for the Agency] <b>Postal Address:</b> [Insert the postal address for notices, if different to the physical address] <b>Email:</b> [Insert the email address for notices]
<b>Agency Address for Invoices</b>	Invoices must be submitted to financial.operations.and.procurement@naa.gov.au and must contain the reference number CON000XXX (TBA)
<b><i>Service Provider Information</i></b>	



Order for Services	
Service Provider Representative	Name: s 47F(1) Position: Partner Address: 2/28 National Circuit, Forrest ACT 2603 Email: s 47F(1)@callida.com.au Contact number: s 47F(1)
Service Provider Address for Notices	Physical Address: 2/28 National Circuit, Forrest ACT 2603 Postal Address: 2/28 National Circuit, Forrest ACT 2603 Email: s 47F(1)@callida.com.au

Signed for and on behalf of  
Commonwealth of Australia  
as represented by the [insert Agency  
name] [insert Agency ABN]

s 47F(1)

David Fraser

name of authorised officer

Coo

title of authorised officer

Signature of authorised officer

Signed for and on behalf of  
[insert Service Provider's name], [insert  
Service Provider's ABN]

s 47F(1)

name of Service Provider's authorised  
representative

Partner

title of Service Provider's authorised  
representative

s 47F(1)

Signature of Service Provider's authorised  
representative



**Australian Government**

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**Department of Finance**

**Panel Head Agreement**

**A Deed**

**Between**

**the Commonwealth of Australia as represented by  
the Department of Finance**

**And**

**[insert name]**

**for the Provision of Management Advisory Services  
to the Australian Government**

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# Parties

The **COMMONWEALTH OF AUSTRALIA** as represented by the Department of Finance  
ABN 61 970 632 495 (**Finance**);

and

[Insert name ABN and address of Service Provider] (**Service Provider**).

## Recitals

- A Finance has established a Panel for the provision of Management Advisory Services to the Australian Government to which the Service Provider has been appointed.
- B The Service Provider has represented to the Commonwealth in respect of this Head Agreement that it has the ability to provide the Services set out in the Relevant Schedule(s) to Agencies and acknowledges that it can only provide Services that substantially relate to the Services in the Relevant Schedules.
- C The Service Provider acknowledges and agrees that Finance will administer this Head Agreement and the Panel for the benefit of all Agencies.
- D The Service Provider offers to provide Services on the terms and conditions contained in this Head Agreement and any Contract formed under this Head Agreement.
- E An Agency may acquire Services from the Service Provider by issuing the Service Provider with an Order for Services (**Order**).

# Operative Provisions

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## 1 Definitions and interpretation

### 1.1 Definitions

- 1.1.1 In this Head Agreement and any Contract, except where the contrary intention is expressed, the following definitions are used:

<b>ABN</b>	the Australian Business Number issued by the Australian Taxation Office.
<b>Accounting Standards</b>	the standards of that name maintained by the Australian Accounting Standards Board (referred to in section 227 of the <i>Australian Securities and Investments Commission Act 2001</i> (Cth)); or other accounting standards which are generally accepted and consistently applied in Australia.
<b>ACT Statutory Liability Scheme</b>	means the <i>Civil Law (Wrongs) Chartered Accountants Australia and New Zealand Professional Standards Scheme 2019 (No 1)</i> approved under the <i>Civil Law (Wrongs) Act 2002</i> (ACT).
<b>Additional Requirements</b>	requirements or terms and conditions, such as extra security or insurance, which are additional to the obligations of the Service Provider under this Head Agreement.
<b>Agency</b>	<p>(a) the following entities, organisations or persons authorised by Finance to obtain Services from the Service Provider under this Head Agreement:</p> <p>(i) a Non-corporate Commonwealth Entity;</p> <p>(ii) a corporate Commonwealth entity as defined by the PGPA Act; and</p> <p>(b) any other government entities authorised by Finance and advised in writing to the Service Provider from time to time.</p> <p>To avoid doubt, a reference to an Agency does not include Finance unless Finance issues an Order to the Service Provider.</p>
<b>Agency Material</b>	any Material provided by an Agency to the Service Provider for the purposes of an RFQ or a Contract, or derived at any time from that Material.
<b>Agency Representative</b>	the person nominated by an Agency to represent the Agency as identified in an Order.
<b>Associated Output</b>	the delivery of services that are (in the view of the Agency) consequential to and/or necessary for facilitating the Management Advisory Services required by an Agency in a Contract, and where these services are



	described in a Contract.
<b>Audit Working Papers</b>	<p>means (where a component of the Services includes audit services):</p> <ul style="list-style-type: none"> <li>(a) any audit evidence obtained by the Service Provider from the Agency;</li> <li>(b) the Service Provider's analysis of that evidence;</li> <li>(c) the record of audit procedures performed by the Service Provider;</li> <li>(d) correspondence about issues relevant to the audit, including issues of interpretation or materiality;</li> <li>(e) the audit reports prepared by the Service Provider; and</li> </ul> <p>all other documents necessary to provide a complete record and explanation of progress with the Services.</p>
<b>Australian Standard</b>	a standard published by Standards Australia Limited at the applicable Order Commencement Date.
<b>Best Industry Practice</b>	the most up-to-date Australian practices as would be used by leading, highly skilled and experienced suppliers of services similar to the Management Advisory Services.
<b>Business Day</b>	a day not being a Saturday, Sunday or a public holiday in the location where the Services are being provided, or if no such location is specified, in Canberra.
<b>Commonwealth</b>	the Commonwealth of Australia.
<b>Confidential Information</b>	<p>information that is protected by privacy, secrecy and non-disclosure provisions or by its nature confidential, and</p> <ul style="list-style-type: none"> <li>(a) in the case of Finance or an Agency is: <ul style="list-style-type: none"> <li>(i) (unless specified otherwise in an Order) Contract Material, not including Existing Material; or</li> <li>(ii) Agency Material; and</li> </ul> </li> <li>(b) in the case of the Service Provider is listed at <b>Schedule 9 (Service Provider's Confidential Information)</b> and/or described in an Order,</li> </ul> <p>but does not include information which is or becomes public knowledge other than by a breach of this Head Agreement, or any Contract, or law.</p>
<b>Conflict of Interest</b>	any matter, circumstance, interest, or activity affecting the Service Provider, its Personnel or Subcontractors which may or may appear to impair the ability of the Service Provider to provide the Services to an Agency fairly and independently.
<b>Contract</b>	a contract for the provision of Services formed between the Service Provider and an Agency by the Agency issuing an Order to the Service Provider and the Service Provider accepting the Order in accordance with clause 11 of this Head Agreement, and includes the terms of this Head Agreement.

<b>Contract Material</b>	<p>any Material:</p> <ul style="list-style-type: none"> <li>(a) created by the Service Provider for the purposes of a Contract;</li> <li>(b) provided or required to be provided to the Agency as part of the Ordered Services; or</li> <li>(c) derived at any time from the Material referred to in (a) and/or (b) above.</li> </ul>
<b>Corporations Act</b>	the <i>Corporations Act 2001</i> (Cth).
<b>Data Breach Response Plan</b>	a data breach response plan that sets out how the Service Provider will deal with a data breach in so far as it relates to any Ordered Services provided under a Contract, during the provision of the Ordered Services.
<b>Direct Competitor</b>	<p>means an entity of a similar size and competing in the same market that:</p> <ul style="list-style-type: none"> <li>(a) Finance or the Agency (as applicable) has determined, acting reasonably; or</li> <li>(b) for the purposes of a Contract, the parties to the Contract have agreed in the Contract or otherwise in writing,</li> </ul> <p>which competes directly with the Service Provider in providing goods and services which are materially the same as, or similar to, the Services provided by the Service Provider.</p>
<b>Eligible Data Breach</b>	has the meaning it has in the Privacy Act.
<b>Existing Material</b>	<ul style="list-style-type: none"> <li>(a) any pre-existing Material including any improvements, modifications or enhancements to such pre-existing Material in performing the Services; and</li> <li>(b) any other Material, created independently of an Order after the Order Commencement Date,</li> </ul> <p>which is made available to the Agency by the Service Provider for the purpose of a Contract, on or following the Order Commencement Date, including but not limited to the Service Provider's tools, methodologies and object libraries and any improvements, enhancements, alterations and modifications to such Material.</p>
<b>Expert Personnel</b>	<p>means Key Personnel that with regards to their experience and recognition are higher than "Level 6" as defined in <b>Schedule 12 (Personnel Classifications and Expected Work Level Standards)</b>. Expert Personnel would be highly regarded experts with extensive knowledge and experience in the Service Category under which the Services relate.</p>
<b>Fees</b>	the Service Provider's fees listed in the Relevant Schedule and in an Order and applied in accordance with clause 14.1.
<b>Finance</b>	the Commonwealth Department of Finance as a party to this Head Agreement and which is responsible for administering the Panel.
<b>Finance Senior Executive</b>	the position identified in Item 3 of <b>Schedule 1 (Head Agreement Details)</b> , or as otherwise advised by Finance from time to time.

<b>GST</b>	has the meaning it has in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
<b>Harmful Code</b>	any virus, disabling or malicious device or code, worm, trojan, time bomb or other harmful or destructive code.
<b>Head Agreement</b>	clauses 1 to 32 of this head agreement between Finance and the Service Provider, and includes the Schedules (and any Attachments to the Schedules) as the context requires.
<b>Head Agreement Commencement Date</b>	the date this Head Agreement is signed by Finance.
<b>Head Agreement Period</b>	the period referred to in clause 3.3 and any extension periods.
<b>Indigenous Enterprises</b>	as defined in the Indigenous Procurement Policy.
<b>Indigenous Procurement Policy</b>	the policy of that name, as amended from time to time, available at <a href="https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp">https://www.niaa.gov.au/indigenous-affairs/economic-development/indigenous-procurement-policy-ipp</a>
<b>Intellectual Property</b>	<p>(a) all rights in respect of intellectual property, whether or not such rights are registered or capable of being registered;</p> <p>(b) any application or right to apply for registration of any intellectual property; and</p> <p>(c) all rights of a similar nature to any of the rights referred to in paragraphs (a) and (b) which may subsist in Australia or elsewhere.</p>
<b>Key Personnel</b>	the person or persons named in an Order to provide the Ordered Services to an Agency, and who may be Expert Personnel.
<b>Law</b>	any applicable law, without limitation, including common or customary law, equity, judgment, legislation, orders, regulations, Statutes, by-laws, ordinances or any other legislative or regulatory measures (including any amendment, modification or re-enactment of them).
<b>Management Advisory Services</b>	provision of professional, independent advice, and other strategic services that involve the development of an intellectual output which represents the independent view of the Service Provider and assists with entity decision-making. Services procured by an Agency must meet the definition of a consultancy as per <a href="#"><i>Resource Management Guide No 423: Procurement Publishing and Reporting Obligations</i></a> .
<b>Mandatory Minimum Requirements</b>	as defined in the Indigenous Procurement Policy.
<b>Material</b>	anything in relation to which Intellectual Property rights arise.



<b>Moral Rights</b>	the following non-proprietary rights of authors of copyright Material: (a) the right of attribution of authorship; (b) the right of integrity of authorship; and (c) the right not to have authorship falsely attributed.
<b>Non-corporate Commonwealth Entity</b>	a non-corporate Commonwealth entity as defined by the PGPA Act.
<b>Official Resources</b>	has the meaning it has in the <i>Protective Security Policy Framework</i> .
<b>Order</b>	an order in the form of <b>Schedule 6 (Order Template)</b> , or in another form issued by an Agency, to the Service Provider for the provision of Services. Where the context permits, a reference to an Order includes a Contract.
<b>Order Commencement Date</b>	the date specified in an Order that the Ordered Services are to commence.
<b>Order Term</b>	the timeframe specified in an Order for the delivery of the Ordered Services.
<b>Ordered Services</b>	the services described in an Order to be provided by the Service Provider, including any Associated Outputs.
<b>Pan-European Public Procurement On-Line Framework</b>	a network for the exchange of electronic business documents relating to e-commerce and e-procurement, primarily between public sector organisations and their suppliers.
<b>Panel</b>	the Whole of Australian Government (WoAG) Management Advisory Services Panel to which the Service Provider has been appointed, as updated by Finance from time to time.
<b>Panel Manager</b>	the position identified in Item 2 of <b>Schedule 1 (Head Agreement Details)</b> , or as otherwise advised by Finance from time to time.
<b>Panellists</b>	members of the Panel, as appointed by Finance from time to time.
<b>Performance Management Framework</b>	the framework described in <b>Schedule 7 (Performance Management Framework and Service Levels)</b> .
<b>Personnel</b>	in relation to: (a) the Service Provider, any natural person who is a partner, officer, employee or other personnel (including Key Personnel) of the Service Provider or of a Subcontractor (and, in the case of clauses 20.1, 22 and 24 only, or an agent or professional adviser of the Service Provider); and (b) Finance or an Agency, any natural person, other than a person referred to in paragraph (a), who is an officer, employee, agent or professional advisor or other personnel of Finance or an Agency.
<b>Personal</b>	has the meaning it has in the Privacy Act.

<b>Information</b>	
<b>PGPA Act</b>	the <i>Public Governance, Performance and Accountability Act 2013</i> (Cth).
<b>Privacy Act</b>	the <i>Privacy Act 1988</i> (Cth).
<b>Protective Security Policy Framework</b>	the <i>Protective Security Policy Framework</i> outlined at <a href="http://www.protectivesecurity.gov.au">www.protectivesecurity.gov.au</a> , including the Australian Government Information Security Manual outlined at <a href="https://acsc.gov.au/infosec/ism/index.htm">https://acsc.gov.au/infosec/ism/index.htm</a> .
<b>Quotation</b>	a submission made by the Service Provider in response to an RFQ.
<b>Relevant Schedule</b>	each of <b>Schedule 2 (Financial Management Advisory Services)</b> , <b>Schedule 3 (Corporate Management Advisory Services)</b> and/or <b>Schedule 4 (Commercial Management Advisory Services)</b> , to the extent the Schedule is populated in this Head Agreement.
<b>Request for Quotation or RFQ</b>	a request by an Agency to the Service Provider to provide a Quotation for Services, in the format set out in <b>Schedule 5 (Request for Quotation template)</b> , or similar, or as otherwise agreed with the Agency.
<b>RFQ Closing Date</b>	the date and time specified by an Agency in an RFQ that a Quotation is to be submitted by.
<b>Security Classified Resources</b>	Official Resources and Information protected under the Protective Security Policy Framework which, if compromised, could have adverse consequences for the Agency.
<b>Security Incident</b>	a security breach, violation, contact or approach from those seeking unauthorised access to Official Resources and Information.
<b>Services</b>	<p>(a) for the purposes of this Head Agreement:</p> <p>(i) services provided to Finance in relation to the administration of this Head Agreement; or</p> <p>(ii) any part of the Management Advisory Services described in the Relevant Schedule for which the Service Provider is approved to provide; and/or</p> <p>(b) for the purposes of a Contract, the Ordered Services provided, or to be provided, by the Service Provider.</p>
<b>Service Category/ies</b>	the Service Categories specified in the Relevant Schedule for which the Service Provider is approved to provide, as amended from time to time in accordance with clause 5.4 of this Head Agreement.
<b>Service Subcategory/ies</b>	a subset of a Service Category.
<b>Services Commencement Date</b>	the commencement date for each Service Category as stated in the Relevant Schedule.
<b>Service Level Failure</b>	has the meaning given in clause 3.6 of <b>Schedule 7 (Performance Management Framework and Service Levels)</b> .
<b>Service Levels</b>	the service levels contained in <b>Schedule 7 (Performance Management Framework and Service Levels)</b> .

	<b>Framework and Service Levels)</b> and in an Order.
<b>Service Provider</b>	a party to this Head Agreement.
<b>Service Provider Proprietary Information</b>	means: <ul style="list-style-type: none"> <li>(a) the Service Provider's cost models, profit margin information and cost plus information (being the separate disclosure of both direct and indirect costs from the profit margin); and</li> <li>(b) information relating to other customers of the Service Provider.</li> </ul>
<b>Service Provider's Agency Contact</b>	the person identified in Item 6 of <b>Schedule 1 (Head Agreement Details)</b> , or as otherwise advised by the Service Provider from time to time.
<b>Service Provider's Representative</b>	the person identified as holding this role in Item 4 of <b>Schedule 1 (Head Agreement Details)</b> , or as otherwise advised by the Service Provider from time to time.
<b>Service Provider's Senior Executive</b>	the person identified as holding this role in Item 5 of <b>Schedule 1 (Head Agreement Details)</b> , or as otherwise advised by the Service Provider from time to time.
<b>Statement of Work</b>	the Services required by an Agency as described in a Request for Quotation or an Order.
<b>Statutory Liability Scheme</b>	any statutory scheme in force from time to time that limits the liability of accounting firms for the provision of accounting and other services, including the ACT Statutory Liability Scheme.
<b>Subcontractor</b>	a party engaged by the Service Provider to perform any part of the Services under a Contract, and that party's directors, officers, employees, agents and consultants (as relevant).
<b>Tax Invoice</b>	has the meaning given under the <i>A New Tax System (Goods and Services Tax) Act 1999</i> .
<b>Total Contract Value</b>	the total of all amounts payable under a Contract over the Order Term.
<b>Whole-of-Australian Government Arrangement</b>	an arrangement that was established as a coordinated procurement that is mandatory for Non-corporate Commonwealth Entities to purchase goods and/or services through. Details of these arrangements, which are updated from time to time, are available at: <a href="https://www.finance.gov.au/government/procurement/whole-australian-government-procurement">https://www.finance.gov.au/government/procurement/whole-australian-government-procurement</a>

## 1.2 Interpretation

1.2.1 In this Head Agreement and any Contract, except where the contrary intention is expressed:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;



- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, Schedule or Attachment is to a clause or paragraph of, or Schedule or Attachment to, this Head Agreement or any Contract and a reference to this Head Agreement or any Contract includes any Schedule or Attachment to this Head Agreement or the Contract, as the context requires;
- (d) a reference to a clause, section or paragraph includes a reference to a subclause of that clause, subsection of that section or subparagraph of that paragraph;
- (e) a reference to a document, publication, standard, Commonwealth policy or instrument is a reference to the document, publication, standard, Commonwealth policy or instrument as altered, supplemented or replaced from time to time;
- (f) a reference to A\$, \$A, AUD, dollar or \$ is to Australian currency unless stated otherwise;
- (g) a reference to time is to the time in the place where the obligation is to be performed unless otherwise expressly stated;
- (h) a reference to a party is to a party to this Head Agreement or any Contract as the context requires, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (i) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local Authority or agency or other entity;
- (j) if the Service Provider is a trustee, the Service Provider warrants that it has the power to perform its obligations under this Head Agreement and any Contract;
- (k) a word or expression defined in the Corporations Act or GST Act has the meaning given in the Corporations Act or GST Act, as applicable;
- (l) the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions;
- (m) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (n) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Head Agreement, the applicable Contract or any part of those documents;
- (o) headings are for ease of reference only and do not affect interpretation; and
- (p) a reference to a matter being to the knowledge of a person means that the matter is to the best of the knowledge and belief of that person after proper inquiry, including inquiry which a reasonable person would be prompted to make by reason of knowledge of a fact.

1.2.2 To the extent that the parties have not completed items in a Schedule or Attachment, unless otherwise stated in that Schedule or Attachment, that item will be taken to be 'not applicable' for the purpose of this Head Agreement and any Contract.

# Part A – Overview and Objectives

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## 2 Scope of the Services

### 2.1 Overview

- 2.1.1 The Services required under the Panel are for commonly used Management Advisory Services, commonly referred to as consultancy services.
- 2.1.2 At an Agency's discretion, the Services may also include the delivery of an Associated Output by a Service Provider where that Service Provider was engaged to provide Services under clause 2.1.1, and where this represents value for money.
- 2.1.3 Agencies may at any time during the Head Agreement Period engage the Service Provider, through the processes set out in clause 11 of this Head Agreement, to provide any of the Services in a Service Category.

### 2.2 Out of scope

- 2.2.1 The Services required under the Panel do not include:
  - (a) contractor (non-consultancy) services performed under the supervision of an Agency, except where this is an Associated Output;
  - (b) recruitment or labour hire services;
  - (c) services available under other Whole-of-Australian Government arrangements such as legal services,
  - (d) services that are unique to information and communication technology, and property consultancy services;
  - (e) environmental management and assessments;
  - (f) delivery of training;
  - (g) the engagement of an eminent person, a prominent individual appointed by an Agency to provide particular services; and
  - (h) specialist consultancy services that are unique to Agencies that are not provided through the Service Categories.
- 2.2.2 These out of scope services may be further defined by Finance during the Head Agreement Period.

## 3 Structure of this Head Agreement

### 3.1 Overview

- 3.1.1 **Part A** of this Head Agreement provides an overview of the operation of the Panel, the term and effect of this Head Agreement.
- 3.1.2 **Part B** of this Head Agreement describes the process for an Agency to order Services under this Head Agreement.

- 3.1.3 **Part C** of this Head Agreement sets out general terms and conditions to apply to this Head Agreement and any Order issued under this Head Agreement.

## **3.2 Order of precedence**

- 3.2.1 If there is inconsistency between any of the documents forming part of this Head Agreement, those documents will be interpreted in the following (descending) order of priority to the extent of any inconsistency:

- (a) the terms of this Head Agreement;
- (b) the Relevant Schedule;
- (c) the other Schedules;
- (d) the Attachments (if any);
- (e) documents incorporated by reference.

## **3.3 Head Agreement Period**

- 3.3.1 This Head Agreement begins on the Commencement Date and continues until 30 September 2025 (**Initial Head Agreement Period**), unless terminated earlier in accordance with clause 25.

- 3.3.2 The Initial Head Agreement Period may be extended by Finance (at its sole discretion) by providing written notice to the Service Provider, for a further period (or periods) of up to four years in total, which may be taken in whole or in part, and in any number or combination of time periods (each an **Extension Period**).

# **4 Panel structure**

## **4.1 Objectives of the Panel**

- 4.1.1 The objectives of the Panel are to:
- (a) provide Agencies with consistent and efficient processes to engage Service Providers;
  - (b) deliver high quality Services that represent value for money; and
  - (c) provide increased transparency through improved data and reporting.

# **5 Scope of this Head Agreement**

## **5.1 Overview**

- 5.1.1 This Head Agreement is a standing offer between Finance and the Service Provider under which, on an as-required basis, any Agency may enter into a Contract with the Service Provider.

## **5.2 Role of Finance**

- 5.2.1 Finance will manage the Panel and this Head Agreement for the benefit of all Agencies.

- 5.2.2 Finance's role is to do each of the following:
- (a) administer this Head Agreement;
  - (b) approve any change to this Head Agreement;
  - (c) monitor the Panellists' performance against **Schedule 7 (Performance Management Framework)**;
  - (d) collect data from the Service Provider through the reporting framework set out in **Schedule 8 (Reporting)**; and
  - (e) monitor and report on the operation of the Panel, including its operation, viability and expenditure.

### **5.3 No guarantee**

- 5.3.1 The Service Provider acknowledges and agrees that:
- (a) there is no guaranteed amount of Services that will be ordered or required under this Head Agreement; and
  - (b) Finance or an Agency may, at their absolute discretion (and during the term of this Head Agreement) obtain the Services, or services similar to the Services, from any other source they choose on any other terms.

### **5.4 Panel review and refresh**

- 5.4.1 Finance reserves the right to, at any time during the Head Agreement Period, review the operation of the Panel and do any one or more of the following:
- (a) add to or remove Service Categories or Service Subcategories over the term of this Head Agreement;
  - (b) suspend or remove the Service Provider or other Panellists from the Panel for noncompliance with this Head Agreement as further described in clause 25;
  - (c) approach the market to:
    - i. add suppliers to the Panel in one or more Service Category or Service Subcategory; or
    - ii. add additional Service Categories and Service Subcategories to the Panel (for which the Service Provider and other suppliers may tender to provide).

## **6 Party representatives**

### **6.1 Panel Manager**

- 6.1.1 The Panel Manager will represent Finance and will administer this Head Agreement on behalf of the Commonwealth and each Agency.
- 6.1.2 The Panel Manager has authority to deal with the Service Provider in relation to the Service Provider's responsibilities under this Head Agreement.

## **6.2 Finance Senior Executive**

- 6.2.1 Finance Senior Executive has authority to deal with the Service Provider in relation to important or significant matters (as determined by Finance including, for example, the resolution of disputes) and any other matters requested by the Panel Manager in relation to this Head Agreement.

## **6.3 Service Provider's Representative**

- 6.3.1 The Service Provider's Representative will represent the Service Provider and is the primary contact for Finance under this Head Agreement.

## **6.4 Service Provider's Senior Executive**

- 6.4.1 The Service Provider's Senior Executive has authority to deal with Finance in relation to important or significant matters (as determined by Finance including, for example, the resolution of disputes) and any other matters requested by Finance in relation to this Head Agreement.

## **6.5 Service Provider's Agency Contact**

- 6.5.1 The Service Provider's Agency Contact will be the key point of contact for Agencies to submit any RFQs and issue any Orders.

## **6.6 Service Provider Personnel contact details**

- 6.6.1 The Service Provider is responsible for ensuring that the contact details in Schedule 1 (Head Agreement Details) for the Service Provider are correct and current.

# **7 Service Provider Personnel**

## **7.1 General**

- 7.1.1 The Service Provider must use suitably qualified Personnel as are necessary to enable it to fulfil its obligations under this Head Agreement.
- 7.1.2 The Service Provider must:
- (a) provide such information as can be lawfully provided and which is reasonably requested by Finance or an Agency concerning the Personnel the Service Provider is using, or proposes to use, in performing its obligations under this Head Agreement or a Contract;
  - (b) ensure its Personnel comply with the Service Provider's obligations in this Head Agreement and any Contract; and
  - (c) ensure its Personnel, when on an Agency's premises or when accessing an Agency's facilities and information, comply as necessary with the reasonable requirements and directions of the Agency with regard to conduct, behaviour, safety and security (including submitting to security checks or clearances as required), and complying with any obligation imposed on an Agency by Law.

## 7.2 Subcontracting

7.2.1 Unless expressed otherwise in an Order, the Service Provider must:

- (a) not subcontract any aspect of the Ordered Services without the prior written approval of the relevant Agency (such approval may be subject to conditions). This restriction does not apply to a subcontract which is in respect of its ordinary course of business rather than specifically for an Agency, unless the subcontractor will have access to Agency Material or Agency Confidential Information (in which case the Service Provider will require prior written approval for subcontracting those services);
- (b) not subcontract on terms that would permit the Subcontractor to do or omit to do something that would, if done or omitted to be done by the Service Provider, constitute a breach of this Head Agreement or a Contract;
- (c) not subcontract with an entity that:
  - i. has had a judicial decision against it (not including decisions under appeal) relating to employee entitlements in respect of which it has not paid any judgment amount; or
  - ii. is on, or which has one or more employees that are on, or which is a member of an entity that is on, the Commonwealth's consolidated list of individuals and entities to which terrorist asset freezing applies; or
  - iii. is named by the Workplace Gender Equality Agency as a supplier that has not complied with the *Workplace Gender Equality Act 2012* (Cth);
- (d) ensure that any Subcontractor is bound by, and complies with, provisions to the effect of the following clauses of this Head Agreement, to the extent relevant to the services provided by the Subcontractor:
  - i. clause 13.1.1(a) (Due skill and care);
  - ii. clause 16 (Commonwealth Laws and policy requirements);
  - iii. clause 18 (Insurance);
  - iv. clause 22 (Confidentiality);
  - v. clause 23 (Security);
  - vi. clause 24 (Privacy);
  - vii. clause 26 (Termination); and
  - viii. clause 29 (Audit and access);
- (e) ensure that all subcontracts contain payment terms that are consistent with the payment terms in clause 14.5; and
- (f) inform its Subcontractors that the Subcontractor's provision of any Services under this Head Agreement or a Contract may be disclosed publicly.

7.2.2 The Service Provider is fully responsible for the performance of the Services, even if the Service Provider subcontracts any aspect of the provision of the Services.

7.2.3 Any Subcontractors identified in an Order, are deemed to have been approved by an Agency in relation to the Ordered Services.



## 8 Performance Management Framework and Service Levels

### 8.1 Performance Management Framework

- 8.1.1 In supplying the Services, the Service Provider acknowledges that it must comply with the Performance Management Framework in **Schedule 7 (Performance Management Framework and Service Levels)**.
- 8.1.2 The Service Provider acknowledges and agrees that its performance in providing Services to Agencies will be:
- (a) assessed and reported on by Agencies in accordance with the Performance Management Framework in **Schedule 7 (Performance Management Framework and Service Levels)**; and
  - (b) collected and used by Finance and shared with Agencies on a confidential basis for the purpose of achieving the objectives of the Panel.

### 8.2 Service Levels

- 8.2.1 The Service Provider must provide the Services so as to meet or exceed the Service Levels described in **Schedule 7 (Performance Management Framework and Service Levels)** and any additional Service Levels specified in an Order.
- 8.2.2 If requested, the Service Provider must provide all necessary information and assistance to enable Finance to verify the Service Provider's performance of the Services against the Service Levels.
- 8.2.3 The Service Provider acknowledges and agrees that:
- (a) an Agency may specify additional Service Levels and reporting requirements in an Order; and
  - (b) that information collected in relation to any Service Levels is Confidential Information of the Commonwealth and may be shared between Agencies on a confidential basis.
- 8.2.4 The Service Provider must comply with all other obligations imposed on it under **Schedule 7 (Performance Management Framework and Service Levels)**.

## 9 Reporting

### 9.1 Reporting to Finance

- 9.1.1 The Service Provider must, at its own expense, provide Finance with reports in accordance with **Schedule 8 (Reporting)**.
- 9.1.2 The Service Provider must, if requested by Finance, provide written verification of the accuracy of any reports delivered.
- 9.1.3 On expiry of this Head Agreement, the Service Provider must continue to provide, at no cost, reports in accordance with **Schedule 8 (Reporting)** in relation to any existing Contract until all invoices are paid and reported to Finance.

## **9.2 Reporting to Agencies**

- 9.2.1 The Service Provider agrees to provide an Agency with any other reporting Additional Requirements specified in an Order and any other reporting reasonably required by the Agency in association with a Contract.

## **10 Relationships**

### **10.1 General obligations of the parties**

- 10.1.1 Each party must:
- (a) diligently perform its obligations under this Head Agreement and any Contract; and
  - (b) work together in a collaborative manner in good faith.

### **10.2 Service Provider obligations**

- 10.2.1 The Service Provider must:
- (a) comply with any reasonable written directions given by Finance in respect of this Head Agreement; and
  - (b) provide all reasonable assistance required by Finance provided that the assistance requested is consistent with the Service Provider's obligations under this Head Agreement.
- 10.2.2 In relation to any Ordered Services, the Service Provider must notify the relevant Agency immediately on becoming aware of the existence of a Conflict of Interest.
- 10.2.3 If requested by Finance, the Service Provider must participate in any meetings (which may be by virtual attendance), in relation to the operation of this Head Agreement at the Service Provider's own expense.

# Part B – Ordered Services

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## 11 Ordering Services

### 11.1 Overview

11.1.1 An Agency may at any time during the Head Agreement Period, issue the Service Provider's Agency Contact and/or any other Panellists appointed to the Panel with:

- (a) a Request for Quotation for the provision of Services; and/or
- (b) an Order.

### 11.2 Request for Quotations

11.2.1 An Agency may issue an RFQ to the Service Provider's Agency Contact in the format provided in **Schedule 5 (Request for Quotation Template)**, or similar format, at any time during the Head Agreement Period.

11.2.2 The RFQ will describe the scope of the Services required by the Agency.

11.2.3 In seeking a Quotation, an Agency may request Fees lower to those set out in the Relevant Schedule by seeking that quotes are given on a fixed price or other basis.

11.2.4 In an RFQ, an Agency may also:

- (a) require Additional Requirements; and
- (b) stipulate additional Service Levels.

11.2.5 Upon receipt of an RFQ, the Service Provider must:

- (a) prepare and submit a Quotation by the RFQ Closing Date with:
  - i. details of the Services proposed to be provided in response to the RFQ;
  - ii. the applicable Fees to provide the Services;
  - iii. the names of the Key Personnel (which may include any Expert Personnel) proposed to deliver the Services; and
  - iv. any other information requested by the Agency in the RFQ; or
- (b) advise the Agency in writing, as soon as possible (and, in any event, before the RFQ Closing Date), that the Service Provider is not submitting a Quotation in response to that RFQ.

11.2.6 When responding to an RFQ the Service Provider may:

- (a) offer Fees that are lower than the Fees set out in the Relevant Schedule;
- (b) in respect of Expert Personnel only, offer fees that are higher than the Fees for personnel set out in the Relevant Schedule on the basis that the Agency will assess value for money of such fees in their evaluation of the Quotation provided for the particular RFQ; and

- (c) set out charges for any Additional Requirements and, where such charges are in addition to the Fees, providing an explanation for the difference, noting that the Agency will assess whether there is a reasonable basis for any such additional charges.

11.2.7 Quotations must remain open for acceptance by the Agency for a minimum of 30 days after the RFQ Closing Date, or for such time as specified by the Agency in an RFQ.

11.2.8 By issuing an RFQ, there is no obligation on the Agency to issue an Order.

### **11.3 Forming a Contract**

11.3.1 A separate Contract will be formed between the Service Provider and an Agency when an Agency issues an Order to the Service Provider and the Order is signed by both parties.

11.3.2 An Agency may issue an Order to the Service Provider in the format provided in **Schedule 6 (Order Template)**, or similar format, at any time during the Head Agreement Period.

### **11.4 Modifications to Head Agreement**

11.4.1 Where an Order seeks to modify the terms of this Head Agreement to reduce the obligations on a Service Provider that would apply to a Contract, then unless the relevant provision of this Head Agreement expressly allows modification in an Order or Contract, the terms that seek to modify this Head Agreement have no legal effect, unless the relevant terms:

- (a) have been approved in writing by Finance prior forming a Contract; and
- (b) are specified in the applicable Contract.

11.4.2 If Finance has approved the relevant terms, this Head Agreement is deemed to be amended solely for that Contract without the need to separately amend this Head Agreement.

## **12 Terms of a Contract**

### **12.1 Terms and conditions**

12.1.1 The terms and conditions of each Contract will be:

- (a) the terms and conditions of this Head Agreement, including any modifications approved by Finance under clause 11.4 and stipulated in the Order;
- (b) the Order; and
- (c) any other documents specified as being part of, incorporated into, or otherwise applicable to, the Contract (including relevant attachments and attached documents).

12.1.2 For a Contract, to the extent of any conflict between any of the provisions referred to in clause 12.1.1, the order of precedence set out in that clause will apply.

## **12.2 Contract period**

- 12.2.1 A Contract begins on the Order Commencement Date and continues for the Order Term, as specified in the Order, unless the Contract is terminated in accordance with clause 25.
- 12.2.2 Where an Order Term extends beyond the Head Agreement Period or termination of this Head Agreement, the Order Term cannot be extended, unless otherwise agreed by Finance.
- 12.2.3 Where a Contract formed under clause 11.3 before the expiration or termination of this Head Agreement continues for the Order Term, notwithstanding the expiration or termination of this Head Agreement, the terms of this Head Agreement continue to apply to the Contract for the entire Order Term.

## **13 Provision of Services under a Contract**

### **13.1 Service Provider obligations**

- 13.1.1 Upon entering into a Contract, the Service Provider must provide the Ordered Services as detailed in the Contract:
  - (a) with due skill and care and to the best of the Service Provider's knowledge, expertise and ability;
  - (b) by Key Personnel who have the qualifications, expertise, capacity and capability to provide the Ordered Services to a high standard, including any particular qualifications, expertise, capacity and capability set out in the Order;
  - (c) in accordance with relevant Australian Standards or where none apply, relevant international industry standards, where applicable; and
  - (d) in accordance with the requirements of this Head Agreement and the Order.
- 13.1.2 The Service Provider must undertake any necessary Services to correct any errors caused by the Service Provider, its Subcontractors or its Personnel which are identified in the Service Provider's work.

### **13.2 Key Personnel**

- 13.2.1 The Service Provider must ensure that its Key Personnel:
  - (a) undertake the Ordered Services described in a Contract; and
  - (b) have the requisite skills, qualifications and experience for the tasks they are given.
- 13.2.2 If the Service Provider becomes aware that a Key Person(s) will or may become unavailable for the performance of the Ordered Services, the Service Provider shall (without limiting its obligations or liabilities under this Head Agreement or a Contract):
  - (a) promptly notify the Agency of the impending unavailability; and
  - (b) as soon as practicable, nominate a replacement Key Person(s) with comparable experience, skills and expertise for approval by the Agency, which will not be unreasonably withheld.

- 13.2.3 The Service Provider must provide suitable replacement Key Personnel should an Agency, for security reasons, deny access to or request removal of any Specified Personnel who will have access to an Agency's premises or Agency Material.
- 13.2.4 The Service Provider must, at the request of the Agency, acting in its absolute discretion, remove Key Personnel from work in relation to the Ordered Services. The Service Provider shall nominate replacement Key Personnel for approval by the Agency, which will not be unreasonably withheld.
- 13.2.5 If clause 13.2.2, clause 13.2.3 or clause 13.2.4 applies, the Service Provider will provide replacement Key Personnel acceptable to the Agency at no additional cost and at the earliest opportunity.

### **13.3 Liaison with Agency's Personnel**

- 13.3.1 In providing the Ordered Services, the Service Provider must, at no additional cost to the Agency:
- (a) liaise with the Agency Representative, or other person nominated by the Agency, as reasonably required; and
  - (b) comply with all reasonable directions of the Agency Representative where these are not inconsistent with the terms of this Head Agreement or a Contract.

### **13.4 Inquiries**

- 13.4.1 The Service Provider agrees to provide, at no additional cost, all reasonable assistance requested by an Agency in respect of any inquiry concerning the Service Provider's performance of the Ordered Services.
- 13.4.2 Without limitation to the generality of clause 13.4.1:
- (a) the assistance to be provided by the Service Provider under clause 13.4.1 will include, as appropriate, the preparation of reports, the provision of documents or other Material, and making available relevant Service Provider Personnel to provide information or answer questions on any matters relevant to or arising from an Order which might reasonably be expected to be within the knowledge of the Service Provider. To avoid doubt, this assistance will not include the provision of any legally privileged information; and
  - (b) an inquiry referred to in clause 13.4.1 will include any administrative or statutory review, audit or inquiry (whether within or external to the Agency), any requests for information or documents directed to the Agency and any inquiry conducted by Parliament or any Parliamentary committee.
- 13.4.3 The Agency Representative will endeavour to notify the Service Provider as early as possible of any assistance required under clause 13.4.1, and the Service Provider acknowledges that such notice may be oral and is not subject to any minimum notice period requirement.
- 13.4.4 This clause 13.4 survives expiration or termination of this Head Agreement.



## **13.5 Co-operation**

- 13.5.1 The parties intend to conduct themselves for the purposes of the provision of the Ordered Services in the spirit of co-operation and good faith, however this does not override or limit the provisions of this Head Agreement or a Contract.
- 13.5.2 An Agency will co-operate with the Service Provider by:
- (a) making available, as reasonably requested by the Service Provider, management decisions and information that is necessary for the Service Provider to provide the Ordered Services, and
  - (b) setting priorities for the Ordered Services.
- 13.5.3 The Service Provider must co-operate with, and provide such reasonable assistance to, any other service provider appointed by an Agency and the Agency, when the service provider and/or Agency is providing services similar to or related to the Services, at no additional cost to the Agency. This clause 13.5.3 does not require the Service Provider to provide any assistance to the extent this would cause a conflict of interest with its auditor independence obligations.
- 13.5.4 To ensure maximum efficiency in the delivery of Ordered Services, where an Agency provides services in-house, the Agency will co-operate with the Service Provider and where the Agency uses another service provider, the Agency will use its reasonable endeavours to ensure that other service providers co-operate with the Service Provider.

## **13.6 Relationship of parties**

- 13.6.1 The Service Provider is not by virtue of this Head Agreement or a Contract an officer, employee, partner or agent of the Commonwealth, Finance or an Agency, nor does the Service Provider have any power or authority to bind or represent the Commonwealth, Finance or an Agency, unless specifically authorised in writing by an Agency.
- 13.6.2 The Service Provider or any officer, employee, partner or agent must not:
- (a) misrepresent its relationship with the Commonwealth, Finance or an Agency;
  - (b) engage in any misleading or deceptive conduct in relation to the Services; or
  - (c) represent itself as an employee of the Commonwealth, Finance or an Agency.

## **14 Fees and payment**

### **14.1 Fees**

- 14.1.1 All Fees are inclusive of GST.
- 14.1.2 The total invoiced amount for a Contract must not exceed the amount in the Contract unless the parties vary, in advance and in writing, the total Fees payable under the Contract.

- 14.1.3 Subject to clauses 11.2.6(b) and 11.2.6(c), the Fees specified in the Relevant Schedule are the maximum Fees that may be charged unless adjusted in accordance with clause 14.2.1.

## **14.2 Fee adjustment**

- 14.2.1 Prior to 30 April 2023, but not before 31 March 2023, and for each subsequent year of the Head Agreement Period, the Service Provider may apply for an increase of the Fees in the Relevant Schedule. The Fee increase may not be more than the change in the Wage Price Index (the private sector seasonally adjusted index) for the preceding 12 months, as published by the Australian Bureau of Statistics. Fees will be adjusted from 1 July of that year and will apply to Contracts entered into after this date.

## **14.3 Travel and related expenses**

- 14.3.1 The Service Provider may only seek reimbursement for travel and related expenses where these expenses are stipulated in a Contract.
- 14.3.2 The Service Provider must submit a Tax Invoice and accompanying receipts for travel and related expenses in accordance with the invoicing procedures set out in clause 14.4. The Service Provider will be reimbursed at no more than the face value of the receipts.
- 14.3.3 This clause 14.3 does not prevent the recovery of other expenses, where this is permitted in a Contract.

## **14.4 Invoicing**

- 14.4.1 The Service Provider must submit a correctly rendered Tax Invoice to the Agency in accordance with the requirements in a Contract. If a Tax Invoice is not correctly rendered, the Agency will return it to the Service Provider for correction and resubmission.
- 14.4.2 Tax Invoices must include:
- (a) information required by law;
  - (b) payment terms and payment details;
  - (c) a description of the Services to which the invoice relates;
  - (d) itemised amounts payable (broken down by type); and
  - (e) any other information specified by the Agency in an Order.

## **14.5 Payment terms**

- 14.5.1 Unless the Contract states otherwise, the Agency will pay the Service Provider in accordance with the timeframes described in the Australian Government's *Supplier Pay on-Time or Pay Interest Policy* available at <https://www.finance.gov.au/publications/resource-management-guides/supplier-pay-time-or-pay-interest-policy-rmg-417> (or applicable superseding policy).

## **15 GST and taxes**

### **15.1 GST**

- 15.1.1 Words or expressions used in this clause 15 which are defined in the GST Act have the same meaning in this clause 15.
- 15.1.2 Unless described otherwise in this Head Agreement or an Order, any consideration to be paid for a supply made under or in connection with this Head Agreement or a Contract is 'GST inclusive'.
- 15.1.3 Despite any other provision in this Head Agreement or an Order, if a party (Supplier) makes a supply under or in connection with this Head Agreement on which GST is imposed (not being a supply described in this Head Agreement as 'GST inclusive'):
- (a) the consideration payable or to be provided for that supply under this Head Agreement but for the application of this clause 15.1.3 (GST exclusive consideration) is increased by, and the recipient of the supply (Recipient) must also pay to the Supplier, an amount equal to the GST payable on the supply (GST Amount); and
  - (b) the GST Amount must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be provided.
- 15.1.4 The Recipient need not make a payment for a taxable supply made under or in connection with this Head Agreement until the Supplier has given the Recipient a Tax Invoice for the supply to which the payment relates.

### **15.2 Other taxes**

- 15.2.1 Except as provided by this clause 15, the Service Provider agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this Head Agreement or a Contract.

# Part C – General Terms and Conditions

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## 16 Commonwealth Laws and policy requirements

### 16.1 Compliance with Laws

16.1.1 The Service Provider must comply with, and ensure its Personnel comply with all Laws applicable to the provision of Services under this Head Agreement and any Contract, in particular:

- (a) *Crimes Act 1914* (Cth);
- (b) *Criminal Code Act 1995* (Cth);
- (c) *Privacy Act 1988* (Cth);
- (d) *Copyright Act 1968* (Cth);
- (e) *Workplace Gender Equality Act 2012* (Cth);
- (f) *Work Health and Safety Act 2011* (Cth);
- (g) *Auditor-General Act 1997* (Cth);
- (h) *Part 4 of the Charter of the United Nations Act 1945* (Cth);
- (i) *Charter of the United Nations (Dealing with Assets) Regulations 2008* (Cth);
- (j) *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth);
- (k) *Modern Slavery Act 2018* (Cth); and
- (l) all applicable laws relating to taxation.

### 16.2 Service Provider's obligations

16.2.1 The Service Provider is responsible for all wages, salaries and other payments to its Personnel and must fully comply with all relevant Laws and other Commonwealth requirements in relation to Personnel including labour and industrial relations Laws and those relating to working conditions, salary, wages, the payment of any relevant Tax, superannuation, 'pay as you go' or other income tax remissions and any other amounts, remissions and allowances including those under any industrial awards or agreements relevant to a Contract. Upon request, the Service Provider must demonstrate that it has complied with these obligations.

16.2.2 Without limiting clause 16.2.1, the Service Provider must:

- (a) comply with all applicable Laws and other requirements relating to the security of payments that are due to persons;
- (b) ensure that payments made by the Service Provider, including to Subcontractors, are made in a timely manner; and
- (c) as far as practicable, ensure that disputes about any payments to its Personnel, are resolved in a reasonable, timely and cooperative way.

16.2.3 The Service Provider must:

- (a) ensure that, in connection with any Services performed in Australia, its Personnel are at all times:
  - i. Australian citizens; or
  - ii. in the case of persons who are not Australian citizens, entitled to work in Australia.
- (b) notify Finance immediately on becoming aware of:
  - i. any adverse comments or findings made by a court, commission, tribunal, or other statutory or professional body regarding the conduct or performance of the Service Provider or impacting on the professional capacity or capability of its Personnel to deliver the Services;
  - ii. any unsettled judicial decisions against it relating to unpaid employee entitlements;
  - iii. any other significant matters, including the commencement of legal action, involving the Service Provider or its Personnel that may adversely impact on an Agency's compliance with Australian Government policy and legislation or the Commonwealth's reputation; and
  - iv. any non-compliance by the Service Provider or its Personnel with any judgment against it from any court or tribunal (including overseas jurisdictions but excluding judgments under appeal or instances where the period for appeal or payment/settlement has not expired) relating to a breach of workplace relations law, work health and safety law or workers' compensation law.

**16.3 Workplace Gender Equality Act 2012 (Cth)**

- 16.3.1 This clause 16.3.1 applies only to the extent that the Service Provider is a 'relevant employer' for the purposes of the *Workplace Gender Equality Act 2012 (Cth)* (**WGE Act**).
- 16.3.2 If the Service Provider or its Personnel becomes non-compliant with the WGE Act during the Head Agreement Period, the Service Provider must notify the Panel Manager.
- 16.3.3 The Service Provider must provide a current letter of compliance within 18 months from the Head Agreement Commencement Date and following this, annually, to the Panel Manager.
- 16.3.4 Compliance with the WGE Act does not relieve the Service Provider from its responsibility to comply with its other obligations under this Head Agreement.

**16.4 Indigenous Procurement Policy**

- 16.4.1 It is Commonwealth policy to stimulate Indigenous entrepreneurship and business development, providing Indigenous Australians with more opportunities to participate in the economy (see [Indigenous Procurement Policy](#) for further information).
- 16.4.2 The Service Provider must use its reasonable endeavours to increase its:
  - (a) purchasing from Indigenous Enterprises; and
  - (b) employment of Indigenous Australians,in the delivery of the Services.

16.4.3 Purchases from Indigenous Enterprises may be in the form of engagement of an Indigenous Enterprise as a subcontractor, and the use of Indigenous suppliers in the Service Provider's supply chain.

16.4.4 For any RFQs or Orders valued at \$7.5 million or more the Mandatory Minimum Requirements of the [Indigenous Procurement Policy](#) apply.

## 16.5 Fraud

16.5.1 For the purposes of this clause, 'Fraud' means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means.

16.5.2 The Service Provider must take all reasonable steps to prevent and detect Fraud in relation to the performance of this Head Agreement or a Contract. The Service Provider acknowledges the occurrence of Fraud by the Service Provider or its Personnel or Subcontractors will constitute a breach of this Head Agreement and any relevant Contract.

16.5.3 If the Service Provider or its Personnel have committed Fraud, or the Service Provider has failed to take reasonable steps to prevent Fraud by its Personnel, the Service Provider must reimburse Finance or the relevant Agency for the reasonable costs it incurs as a result of the Fraud.

## 16.6 Black Economy Policy

16.6.1 In this clause 16.6:

**Black Economy Procurement Connected Policy** means the *Black economy – increasing the integrity of government procurement: Procurement connected policy guidelines March 2019* available at <https://treasury.gov.au/publication/p2019-t369466>.

**Satisfactory** means meets the conditions set out in Part 6.b of the Black Economy Procurement Connected Policy or, if the circumstances in Part 6.c of the Black Economy Procurement Connected Policy apply, the conditions set out in Part 8.b of the Black Economy Procurement Connected Policy.

**Statement of Tax Record** means a statement of tax record issued by the Australian Taxation Office following an application made in accordance with the process set out at [https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting\\_an\\_STR](https://www.ato.gov.au/Business/Bus/Statement-of-tax-record/?page=1#Requesting_an_STR).

**Valid** means valid in accordance with Part 7.e of the Black Economy Procurement Connected Policy.

16.6.2 If the Service Provider is a partnership and the Service Provider's Representative or Service Provider's Senior Executive is a partner of the partnership, a Valid and Satisfactory Statement of Tax Record must be provided to Finance with a Deed of Variation that proposes a new person for these positions.



- 16.6.3 The Service Provider must hold a Valid and Satisfactory Statement of Tax Record at all times during the Head Agreement Period and, on request by Finance or an Agency, provide to Finance or an Agency a copy of any such Statement of Tax Record.
- 16.6.4 Without limiting its other rights under this Head Agreement or at law, any failure by the Service Provider to comply with the requirements outlined in clause 16.6.3 will be a breach of this Head Agreement.
- 16.6.5 The Service Provider must ensure that any partner of a partnership, and/or first tier subcontractor engaged under a Contract, where the total value of the Contract is over \$4 million (GST inclusive) holds a Valid and Satisfactory Statement of Tax Record at all times during the term of the relevant Order.
- 16.6.6 The Service Provider must retain a copy of any Statement of Tax Record held by any partner of a partnership, and/or first tier subcontractor in accordance with clause 16.6.5 and must, on request by Finance or an Agency, provide to Finance or an Agency a copy of any such Statement of Tax Record.

## **16.7 Australian Industry Participation**

- 16.7.1 Clause 16.7 applies to any Contracts issued under this Head Agreement with a value of \$20 million or more.
- 16.7.2 Where stated in a Contract, the Australian Industry Participation (AIP) National Framework principles, including the requirement to submit an Industry Participation Plan will apply. More information on AIP plan requirements can be found at [www.industry.gov.au/aip](http://www.industry.gov.au/aip).

## **16.8 Payment Times Procurement Connected Policy**

- 16.8.1 The Payment Times Procurement Connected Policy may apply to Contracts formed under this Head Agreement with a value of \$4 million (GST inclusive) or more and where stated in the Contract.
- 16.8.2 The Payment Times Procurement Connected Policy requires large businesses who enter into a Contract with the Commonwealth to match the Australian Government's payment times and pay their subcontractors within 20 calendar days.
- 16.8.3 The Payment Times Procurement Connected Policy is complementary to the Payment Times Reporting Scheme and the Australian Government's Pay On-Time or Pay Interest Policy ([Resource Management Guide 417](#)).
- 16.8.4 For more information about the policy, refer to <https://treasury.gov.au/publication/p2021-183909>.

## **17 Service Provider's warranties**

- 17.1.1 The Service Provider warrants on the Head Agreement Commencement Date and each Order Commencement Date that:
- (a) it is not named by the Workplace Gender Equality Agency as an employer that is currently not complying with the *Workplace Gender Equality Act 2012* (Cth);

- (b) it has not had a judicial decision against it (not including decisions under appeal) relating to employee entitlements in respect of which it has not paid the judgment amount;
  - (c) it is not on the Commonwealth's consolidated list of individuals and entities to which terrorist asset freezing applies and none of its Personnel or Subcontractors are on, or are a member of an entity on, that list;
  - (d) it is financially viable; and
  - (e) it has all necessary licences and authorisations required to operate and provide the Ordered Services to an Agency under a Contract.
- 17.1.2 The Service Provider warrants that it will promptly notify and fully disclose to Finance any event or occurrence actual or threatened during the Head Agreement Period or any Order Term that would materially affect the Service Provider's ability to perform any of its obligations under this Head Agreement or any Contract.

## 18 Insurance

### 18.1 Obligations to hold insurance

- 18.1.1 The Service Provider must, prior to the commencement of a Contract and for the duration of a Contract, hold:
- (a) professional indemnity insurance which is for an amount not less than \$2 million per occurrence and \$10 million in the aggregate, unless specified otherwise in an Order;
  - (b) public liability insurance for an amount of not less than \$10 million per occurrence, unless specified otherwise in an Order. An Order may also specify an aggregate limit on public liability insurance;
  - (c) workers compensation insurance as required by law; and
  - (d) any Additional Requirements for insurance specified in an Order.
- 18.1.2 A Service Provider may self-insure, where approved by Finance.
- 18.1.3 The professional indemnity insurance referred to in clause 18.1.1(a) (or in any Order), must additionally be held for a period of three years following the end of a Contract, or such other period specified in the Order.
- 18.1.4 On request from Finance or an Agency the Service Provider must provide evidence of the insurance described in clause 18.1.1 (such as a certificate of currency) within seven calendar days.

## 19 Liability

### 19.1 Liability cap

- 19.1.1 If the Service Provider does not participate in a Statutory Liability Scheme, then subject to clause 19.1.2, the Service Provider's liability arising out of or in connection with this Head Agreement or a Contract, whether for breach of contract, tort (including negligence) or for any other common law or equitable cause of action (including under an indemnity), is limited:

- (a) if no liability limitation is specified in the relevant Order - in accordance with the ACT Statutory Liability Scheme, as though that scheme applied to the Service Provider; or
- (b) otherwise - in the manner specified in the relevant Order.

19.1.2 Unless otherwise specified in an Order, any limitation of liability does not apply to any Loss arising out of:

- (a) personal injury (including sickness or death of a person);
- (b) loss of, or damage to, tangible property;
- (c) any infringement of Intellectual Property rights;
- (d) any breach of confidentiality, privacy or security obligations (including clauses 23.2 and 23.3) in the Contract or at Law; or
- (e) any breach of any Law, fraud or any unlawful act or omission.

## **19.2 Accountants liability scheme**

19.2.1 If the Service Provider participates in a Statutory Liability Scheme, then:

- (a) the Service Provider's liability in relation to this Head Agreement or a Contract (including liability under an indemnity) is limited in accordance with that Statutory Liability Scheme; and
- (b) in respect of any types of liability that are not covered by the Statutory Liability Scheme, the Service Provider's liability is limited as described in clause 19.1.

## **19.3 Consequential loss**

19.3.1 To the extent permitted by Law, but subject to clause 19.1.2, neither party is liable to the other for breach of contract, in tort (including negligence), or for any other common law, equitable or statutory cause of action arising out of, or in connection with, the operation of this Head Agreement or a Contract (including under an indemnity) for any loss recoverable in respect of the following categories of loss:

- (a) loss of income, revenue or profits;
- (b) loss of opportunity or goodwill;
- (c) loss of anticipated savings or business; or
- (d) consequential losses, being such losses as may reasonably be supposed to have been in the contemplation of the parties, at the time they entered into this Head Agreement or a Contract, as the probable result of breach of this Head Agreement or the Contract, other than losses such as may fairly and reasonably be considered as arising naturally from the relevant breach.

## **19.4 Indemnity**

19.4.1 In providing any Ordered Services, subject to clause 19.6.1, the Service Provider must indemnify an Agency from and against any:

- (a) cost or liability incurred by the Agency;
- (b) loss of or damage to property of the Agency; or

- (c) loss or expense incurred by the Agency in dealing with any claim against it including reasonable legal costs and expenses and the cost of time spent, resources used or disbursements paid by the Agency,

arising from either:

- (d) a breach by the Service Provider of an obligation of confidentiality, privacy or security under this Head Agreement or a relevant Contract;
- (e) an unlawful or negligent act or omission of the Service Provider or its Personnel in connection with a Contract; or
- (f) an allegation by a third party that any Ordered Services or use of the Ordered Services infringes the Intellectual Property rights or Moral Rights of the third party.

19.4.2 For the purposes of clause 19.4.1, an “infringement” of Intellectual Property Rights includes unauthorised acts which would, but for the operation of section 163 of the *Patents Act 1990* (Cth), section 100 of the *Designs Act 2003* (Cth), section 183 of the *Copyright Act 1968* (Cth) and section 25 of the *Circuit Layouts Act 1989* (Cth), constitute an infringement.

19.4.3 The right of an Agency to be indemnified under this clause 19.3 is in addition to, and not exclusive of, any other right, power or remedy provided by law, but the Agency is not entitled to be compensated in excess of the amount of the relevant cost, liability, loss, damage or expense.

19.4.4 This clause 19.3 survives the expiration or termination of this Head Agreement or a Contract.

## **19.5 Management of claims**

19.5.1 If an Agency wishes to enforce an indemnity under this clause 19, it must:

- (a) give written notice to the Service Provider as soon as practicable;
- (b) in the case of a claim by a third party, permit the Service Provider, at the Service Provider's expense, to handle all negotiations for settlement and, as permitted by Law, to control and direct any settlement negotiation or litigation that may follow; and
- (c) provide all reasonable assistance to the Service Provider in the handling of any such negotiations and litigation.

19.5.2 If the Service Provider is to handle negotiations or conduct litigation on behalf of the Agency, the Service Provider must:

- (a) comply with applicable government policy and obligations relevant to the conduct of the litigation and any settlement negotiations as if the Service Provider was the Agency (including the Legal Services Directions and any direction issued by the Attorney-General);
- (b) keep the Agency informed of any significant developments relating to the conduct of the defence or settlement of any claim;
- (c) give the Agency all information and documents reasonably requested by the Agency, to enable the Agency to determine whether the defence or settlement by the Service Provider of any claim is being conducted in accordance with

applicable government policy and obligations (including any requirements relating to legal professional privilege and confidentiality); and

(d) comply with any reasonable conditions imposed by the Agency.

## **19.6 Contribution and mitigation**

19.6.1 The Service Provider's liability under or in connection with this Head Agreement or a Contract (including under the indemnity in clause 19.4.1) will be reduced:

(a) proportionately to the extent that any act or omission of the Agency or its Personnel contributed to the relevant cost, liability, loss, damage or expense; and

(b) in accordance with any applicable legislative proportionate liability provision.

19.6.2 Each party must use all reasonable endeavours to mitigate its losses and expenses arising under or in connection with a breach of this Head Agreement or a Contract.

## **20 Intellectual Property rights**

### **20.1 Use of Agency Material**

20.1.1 The Agency agrees to provide Agency Material to the Service Provider as specified in an Order or as otherwise agreed by the Agency.

20.1.2 The Agency grants (or will procure) a royalty-free, non-exclusive licence for the Service Provider and its Personnel and Subcontractors to use, reproduce and adapt Agency Material for the purposes of a Contract.

20.1.3 The Service Provider agrees to ensure Agency Material is used strictly in accordance with any conditions or restrictions specified in an Order and any direction from the Agency.

### **20.2 Rights in Contract Material**

20.2.1 Subject to clause 20.2.2, and except to the extent stated otherwise in the Order, Intellectual Property in all Contract Material vests or will vest in the Service Provider.

20.2.2 Clause 20.2.1 does not affect the ownership of Intellectual Property in:

(a) any Agency Material incorporated into Contract Material; or

(b) any Existing Material.

20.2.3 The Service Provider grants to the Agency a permanent, irrevocable, world-wide, royalty-free, non-exclusive licence, to use, reproduce, adapt, modify, distribute and communicate:

(a) the Contract Material; and

(b) any Existing Material incorporated into the Contract Material, in conjunction with the Contract Material,

for any Commonwealth purpose (other than for commercial exploitation). Unless stated otherwise in an Order, the licence is transferable and includes a right of sublicense.

20.2.4 The Service Provider must not charge an Agency for Material developed for another Agency under the Panel.

20.2.5 The Service Provider warrants that:

(a) it is entitled; or

(b) it will be entitled at the relevant time,

to deal with the Intellectual Property in the Existing Material and Contract Material in the manner provided for in this clause 20.2.

## **20.3 Restrictions on third party use of Contract Material**

20.3.1 An Order may impose restrictions on third party use of Contract Material, where that is appropriate in the context of the Services. An Agency must comply with any such restrictions, where agreed in an Order.

20.3.2 An Agency's use of the name, trade name or logo of the Service Provider may be limited as set out in an Order.

## **20.4 Internal working papers**

20.4.1 Unless otherwise specified in an Order, the Service Provider is not required to deliver internal working papers (including Audit Working Papers) to Finance or an Agency that are required to be retained by the Service Provider under applicable Laws or professional standards. However, such papers are subject to audit in accordance with clause 29.

# **21 Moral Rights**

## **21.1 General**

21.1.1 Where the Service Provider is a natural person and the author of the Contract Material, he or she consents to the performance of the Permitted Acts by the Agency or any person claiming under or through the Agency.

21.1.2 If clause 21.1.1 does not apply, the Service Provider must ensure that each author of the Contract Material (including the Personnel or a Subcontractor used by the Service Provider in the provision of the Services) consents in writing to the use of the Contract Material by the Agency for the Permitted Acts, even if such use would otherwise be an infringement of their Moral Rights.

21.1.3 This clause 21 does not apply to any Agency Material incorporated in the Contract Material.

## **21.2 Permitted Acts**

21.2.1 In this clause 21, 'Permitted Acts' means:

(a) not attributing the authorship of any Contract Material, or any content in the Contract Material (including without limitation literary, dramatic, artistic works and cinematograph films within the meaning of the *Copyright Act 1968* (Cth));



- (b) materially altering the style, format, colours, content or layout of the Contract Material and dealing in any way with the altered Contract Material;
- (c) reproducing, communicating, adapting, publishing or exhibiting any Contract Material; and
- (d) adding any additional content or information to the Contract Material.

## 22 Confidentiality

### 22.1 Disclosure of Confidential Information

- 22.1.1 Subject to clause 22.2, a party must not, without the prior written consent of the other party, disclose any Confidential Information of the other party to a third party.
- 22.1.2 In giving written consent to the disclosure of Confidential Information, a party may impose such conditions as it thinks fit, and the other party agrees to comply with these conditions.

### 22.2 Exceptions to obligations

- 22.2.1 The obligations of each party under this clause 22.2 will not be taken to have been breached to the extent that Confidential Information:
  - (a) is disclosed by a party to its Personnel solely in order to comply with obligations, or to exercise rights, under this Head Agreement or any Contract;
  - (b) is disclosed to a party's internal management or internal business services Personnel, solely to enable effective management or auditing of Head Agreement-related or Contract-related activities or to advisers for advice in connection with this Head Agreement or a Contract, or to a party's insurers and their advisers in connection with any claim or apprehended claim against a party;
  - (c) is shared by Finance or an Agency within Finance or that Agency, or with another Agency, if this serves the Commonwealth's or the Agency's legitimate interests;
  - (d) is disclosed by Finance or an Agency to a Commonwealth Minister and his or her advisers;
  - (e) is disclosed by Finance or an Agency in response to a request from a House or a Committee of the Parliament of the Commonwealth, or from a State or Territory Parliament or Assembly if the relevant Agency is a State or Territory Agency;
  - (f) is disclosed in circumstances where disclosure is authorised or required by Law, including under this Head Agreement or any Contract, under a licence or otherwise, to be disclosed; or
  - (g) is in the public domain otherwise than due to a breach of this clause 22.

### 22.3 Obligations on disclosure

- 22.3.1 Where a party discloses Confidential Information to another person pursuant to clauses to 22.2.1(a) to 22.2.1(c), the party will notify the receiving person that the information is confidential.
- 22.3.2 To avoid doubt, clause 22.2.1(c) includes the sharing of performance information between Agencies as envisaged by clause 8 and disclosure of information in order to administer and meet the objectives of the Panel. Agencies will be informed that such

information is Confidential Information. Finance will not be liable for any breach of confidentiality obligations by Agencies (but this does not limit the Service Provider's right to make a claim against the relevant Agency for such a breach).

## **22.4 No reduction in privacy obligations**

- 22.4.1 Nothing in this clause 22 limits any obligation which either party may have under Statute including the Privacy Act, any applicable State or Territory privacy legislation, or under a Contract, in relation to the protection of Personal Information.

## **22.5 Written undertaking**

- 22.5.1 The Service Provider agrees, on request by an Agency at any time, to arrange for its Personnel who will have access to Confidential Information, to give a written undertaking in a form acceptable to the Agency relating to the use and non-disclosure of Confidential Information.

## **22.6 Agency Confidential Information**

- 22.6.1 The Service Provider agrees to secure all Agency Confidential Information in its possession or control against loss and unauthorised access, use, modification or disclosure.
- 22.6.2 At the expiry or early termination of a Contract, unless instructed otherwise by the Agency and subject to clause 22.6.3, the Service Provider must immediately return all Agency Confidential Information in its possession or control to the Agency.
- 22.6.3 Unless otherwise specified in a Contract, the Service Provider may retain one copy of Agency Confidential Information to the extent included in the Contract Material for its professional record keeping obligations, for insurance purposes or as otherwise required by Law.

# **23 Security**

## **23.1 General**

- 23.1.1 The Service Provider agrees to comply with any applicable security requirements specified in the Protective Security Policy Framework (including those provisions relevant to Commonwealth contracted service providers), as required by an Agency in an Order.
- 23.1.2 An Order may include Additional Requirements for security.
- 23.1.3 The Service Provider agrees to implement security procedures to ensure that it meets its obligations under this clause 23 and will provide reasonable details of these procedures to an Agency on request.

## **23.2 Data security**

- 23.2.1 The Service Provider must take all necessary steps, and implement all necessary measures, to ensure that any Agency Material, which is accessed, transmitted or stored using or on the Service Provider's or a Subcontractor's information systems is:
- (a) not accessed from or stored outside Australia unless specified in an Order or in a standing written approval from the Agency;
  - (b) protected at all times from:
    - i. unauthorised access or use by a third party;
    - ii. misuse, loss, damage, destruction, alteration or corruption by any person; and
  - (c) without limiting clauses 13.1.1(c) and 23.1.1, afforded protective measures (including but not limited to administrative, physical, and technical safeguards) that are consistent with Best Industry Practice for the Services provided.
- 23.2.2 In addition to clause 23.2.1, the Service Provider must comply with any data storage Additional Requirements specified by an Agency in an Order.
- 23.2.3 If required in an Order as an Additional Requirement, the Service Provider must provide the Agency with a Data Breach Response Plan.
- 23.2.4 Without limiting its obligations under this clause 23, the Service Provider must comply with any additional security requirements notified by Finance or an Agency from time to time.
- 23.2.5 The Service Provider must immediately notify Finance and any relevant Agency if there is a Security Incident or a breach of any of the Service Provider's obligations under this clause 23, by the Service Provider or any of its Personnel or Subcontractors.

## **23.3 Harmful Code**

- 23.3.1 The Service Provider must undertake reasonable efforts to detect and prevent any:
- (a) unauthorised access to Confidential Information and Personal Information in its systems, and
  - (b) any Harmful Code from being introduced by the Service Provider, its Personnel or Subcontractors into Finance or the Agency's systems or sent from Finance or the Agency's systems by the Service Provider, its Personnel or Subcontractors, in the course of the Services, including by:
    - i. implementing practices and procedures that are consistent with industry best practice for an engagement similar to the Services;
    - ii. use of appropriate and up-to-date virus detection software for preventing and detecting Harmful Code; and
    - iii. without limiting paragraphs (a) or (b), pro-actively informing itself of developments in threats of Harmful Code, and taking reasonable precautions against such known threats.

- 23.3.2 If the Service Provider becomes aware that any Harmful Code is found to have been detected the Service Provider must:
- (a) notify Finance or the Agency promptly and in any event within 24 hours of discovery;
  - (b) provide all information known by the Service Provider and reasonably requested by Finance or the Agency in relation to the Harmful Code, its manner of introduction and the effect the Harmful Code has had or is likely to have; and
  - (c) retain evidence and logs regarding the incident to help in determining the cause, damage and likely source.
- 23.3.3 The Service Provider must perform its obligations under this clause 23.3 at no additional cost to Finance or the Agency.

## 24 Privacy

### 24.1 Personal Information

- 24.1.1 Clauses 24.1.1 to 24.1.7 apply:
- (a) where the Service Provider deals with Personal Information for the purpose of providing the Services in accordance with this Head Agreement or any Contract; and
  - (b) subject to any modifications or exclusions set out in an Order.
- 24.1.2 The Service Provider acknowledges that it is or may be considered to be a 'contracted service provider' within the meaning of section 6 of the Privacy Act, and agrees in respect of any Personal Information obtained as a result of this Head Agreement or during the course of performing the Services under a Contract:
- (a) to use or disclose that Personal Information only for the purposes of this Head Agreement or that Contract;
  - (b) to comply with the obligations contained in the Australian Privacy Principles (APPs) as if it were an 'agency' under the Privacy Act;
  - (c) not to do any act, or engage in any practice that would breach an Australian Privacy Principle, or which if done or engaged in by Finance or the relevant Agency, as the case may be, would be a breach of that APP by Finance or that Agency; and
  - (d) to ensure that any Service Provider Personnel and Subcontractors who are required to deal with Personal Information for the purposes of this Head Agreement or a Contract, are made aware of the obligations of the Service Provider as set out in this clause 24.
- 24.1.3 If the Service Provider becomes aware that there are reasonable grounds to suspect that there may have been an Eligible Data Breach in relation to any Personal Information obtained by the Service Provider as a result of this Head Agreement or during the course of performing the Services under a Contract, the Service Provider must:
- (a) notify Finance and the relevant Agency, as the case may be, in writing as soon as possible, which must be no later than within three days of becoming aware; and

- (b) unless otherwise directed by Finance or the Agency, carry out an assessment in accordance with the requirements of the Privacy Act.
- 24.1.4 Where Finance or an Agency notifies the Service Provider that there has been, an Eligible Data Breach in relation to any Personal Information obtained as a result of this Head Agreement or during the course of performing the Services under a Contract, the Service Provider must:
  - (a) take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any of the individuals to whom it relates;
  - (b) unless otherwise directed by Finance or the relevant Agency, as the case may be, take all other action necessary to comply with the requirements of the Privacy Act; and
  - (c) take any other action as reasonably directed by Finance or the Agency.
- 24.1.5 The Service Provider must promptly notify the Panel Manager in respect of this Head Agreement, and the Agency Representative in respect of a Contract, and the Information Commissioner where required, if the Service Provider:
  - (a) becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in this clause 24, whether by the Service Provider or a Subcontractor;
  - (b) becomes aware that a disclosure of Personal Information may be required by Law; or
  - (c) receives a request or an inquiry from the Information Commissioner, or from any individual to whom any Personal Information held by the Service Provider or a Subcontractor relates, in respect of Personal Information.
- 24.1.6 The Service Provider's obligations in this clause 24 are in addition to, and do not restrict, any obligations it may have under the Privacy Act or the APPs including any privacy codes or principles that would apply to the Service Provider but for the application of the other provisions of this clause 24.
- 24.1.7 Nothing in this clause 24 derogates from clauses 22 or 23.

## 25 Suspension from Panel

### 25.1 Suspension due to non-compliance

- 25.1.1 Finance may suspend the Service Provider from providing Services under the Panel, by written notice to the Service Provider, if:
  - (a) the Service Provider has materially breached this Head Agreement (including a breach of a provision referenced in 26.1.1(a)) or Finance has a right to terminate this Head Agreement;
  - (b) Finance has received substantiated evidence of continuous or substantial negative feedback from one or more Agency in respect of the performance of the Service Provider in connection with the Panel;
  - (c) Finance reasonably considers that the Service Provider is not providing the Offered Services to Agencies in accordance with this Head Agreement; or

- (d) Finance reasonably considers that the Service Provider is not exhibiting the behaviours required under clause 13.5.3.
- 25.1.2 Any suspension of the Service Provider may apply to any one or more Relevant Schedule or Service Categories or and Service Subcategories and may be for any period of time.
- 25.1.3 Before Finance suspends the Service Provider, Finance will:
  - (a) provide the Service Provider with the reasons for any proposed suspension;
  - (b) consider any feedback provided by the Service Provider within the timeframes reasonably required by Finance; and
  - (c) allow the Service Provider a reasonable opportunity to rectify the issues that would entitle Finance to suspend the Service Provider, within the timeframes reasonably required by Finance.
- 25.1.4 If the Service Provider is suspended:
  - (a) the Service Provider must not enter into any Contract in respect of the suspended Relevant Schedule or Service Categories or Service Subcategories;
  - (b) the Service Provider must promptly notify Finance if it receives any request to enter into a Contract or any Request for Quotation in respect of the suspended Relevant Schedule or Service Categories or Service Subcategories;
  - (c) must not respond to the request to enter into a Contract or Request for Quotation (other than to inform the requesting party that the Service Provider is not able to respond to that request); and
  - (d) all other provisions of this Head Agreement and any existing Contracts not affected by the suspension continue.
- 25.1.5 Finance may at any time lift a suspension by notifying the Service Provider. Finance must lift the suspension promptly after the Service Provider demonstrates to Finance's reasonable satisfaction that the Service Provider has rectified the issues that caused the suspension.
- 25.1.6 If:
  - (a) any suspension is not lifted within three calendar months;
  - (b) Finance has reasonable grounds to believe that the Service Provider no longer supplies Services that meet the requirements for a particular Relevant Schedule or Service Category; or
  - (c) the Service Provider requests,

then Finance may un-approve the Service Provider in respect of any or all of the suspended or removed Relevant Schedules or Service Categories or Service Subcategories by written notification to the Service Provider, and the Service Provider agrees to promptly (and at its cost) enter into a variation to this Head Agreement to give effect to this.

## 26 Termination

### 26.1 Termination of Head Agreement for default

26.1.1 Finance may, with immediate effect, terminate this Head Agreement for default, by written notice to the Service Provider, if the Service Provider:

- (a) commits a material breach of a provision of this Head Agreement which is not capable of remedy;
- (b) commits a material breach of a provision of this Head Agreement which is capable of remedy, but where the Service Provider fails to remedy the breach within 10 Business Days, unless otherwise agreed by Finance, after being given written notice by Finance to remedy the breach;
- (c) commits a breach of a provision of this Head Agreement which is capable of remedy, but where the Service Provider fails to remedy the breach within 30 days after being given written notice by Finance to remedy the breach;
- (d) becomes aware that Personnel or Subcontractors of the Service Provider have committed a breach of national security or without written authorisation released Commonwealth Confidential Information to a third party;
- (e) is found to have provided false or misleading information to Finance or an Agency in respect of any aspect of their participation on the Panel;
- (f) being a corporation, subject to Finance complying with any requirements under the Corporations Act, comes under one of the forms of external administration referred to in chapter 5 of the Corporations Act, or has an order made against it for the purpose of placing it under external administration;
- (g) being an individual or partnership, becomes bankrupt or enters into a scheme of arrangement with creditors; or
- (h) in Finance's reasonable opinion, no longer has the capacity and capability to provide the Services in accordance with this Head Agreement.

26.1.2 For the purposes of clause 26.1.1, a breach of the following clauses will constitute a material breach not capable of remedy:

- (a) clause 16 (Commonwealth Laws and policy requirements);
- (b) clause 20 (Intellectual Property);
- (c) clause 21 (Moral Rights);
- (d) clause 22 (Confidentiality);
- (e) clause 23 (Security);
- (f) clause 24 (Privacy); and
- (g) a warranty provided for in clause 17.

26.1.3 If this Head Agreement is terminated for default:

- (a) the Service Provider may no longer participate, from the date of the termination, in the Panel with respect to entering any new Contract to provide Services to Agencies; and
- (b) an Agency which is a party to an existing Contract with the Service Provider under the Panel may, at its discretion, terminate that Contract for default as well.

## **26.2 Termination of Contract for default**

26.2.1 If the Service Provider fails to satisfy any of its obligations under a Contract, and the Agency considers that the failure is:

- (a) not capable of remedy, the Agency may, by notice terminate the Contract immediately; or
- (b) capable of remedy, the Agency may, by notice require that the failure be remedied within a reasonable time as specified in the notice and, if not remedied within that time, may terminate the Contract immediately by giving a second notice.

26.2.2 The Agency may also by notice, terminate a Contract immediately (but without prejudice to any prior right of action or remedy which either party has or may have) if the Service Provider:

- (a) being a corporation, subject to the Agency complying with any requirements under the *Corporations Act 2001* (Cth), comes under one of the forms of external administration referred to in chapter 5 of the Corporations Act, or has an order made against it for the purpose of placing it under external administration;
- (b) being an individual or partnership, becomes bankrupt or enters into a scheme of arrangement with creditors; or
- (c) is terminated for default under clause 26.1.

26.2.3 The Service Provider may only terminate a Contract by issuing a notice to terminate if:

- (a) the Agency has not paid a correctly rendered Tax Invoice that is not disputed by the Agency within 40 Business Days after payment was due (**Payment Due Date**) provided that the Service Provider has:
  - i. notified the Agency in writing of its claim for payment at least 20 Business Days after the Payment Due Date (or such other period specified in the Order); and
  - ii. subsequently notified the Agency at least 40 Business Days after the Payment Due Date (and at least 10 Business Days has elapsed since this subsequent notice was provided) (or such other periods specified in the Order); or
- (b) the Agency breaches a material provision and has failed to remedy the breach within 40 Business Days or such other period agreed by the parties after receiving a notice requiring it to remedy the breach.

## **26.3 Termination or reduction of Head Agreement for convenience**

26.3.1 Finance may terminate this Head Agreement, or reduce the scope of Services provided on the Panel, for any reason on 30 days prior written notice to the Service Provider.



## **26.4 Termination or reduction of Contract for convenience**

- 26.4.1 An Agency may by 10 Business Days' notice, at any time and in its absolute discretion terminate a Contract, or reduce the scope of any Ordered Services.
- 26.4.2 The Service Provider agrees, on receipt of a notice of termination or reduction:
- (a) to stop or reduce work as specified in the notice;
  - (b) to use all reasonable endeavours to mitigate its costs incurred as a result of such termination or reduction; and
  - (c) to continue work on any part of any Ordered Services not affected by the notice.
- 26.4.3 In the event of termination under clause 26.4.1, the Agency will be liable only:
- (a) to pay any Fees due under a Contract relating to Ordered Services completed before the date of termination. Unless otherwise specified in an Order, where:
    - i. Fees in an Order are calculated on a milestone basis;
    - ii. the event of termination occurs before the relevant milestone is reached; and
    - iii. the Service Provider is able to substantiate the level of effort and time it has spent providing the Ordered Services to the reasonable satisfaction of the Agency,then the Agency will pay Fees for Ordered Service completed before the date of termination calculated as the Fees that would have been payable on a time and materials basis to perform the relevant Services; and
  - (b) to the extent not recovered under clause 26.4.3(a), the costs properly, unavoidably and directly incurred as a result of such termination or reduction (excluding: (i) the cost of redundancies, redeployment or other costs associated with employment actions taken as a result of the termination or reduction (ii) the costs of termination of subcontractors; and (iii) costs relating to premises) and which can be substantiated to the Agency's reasonable satisfaction.
- 26.4.4 The Agency will not be liable to pay amounts under clause 26.4.3 (a) and 26.4.3 (b) which would, added to any Fees already paid to the Service Provider under a Contract, together exceed the Fees specified in an Order.
- 26.4.5 In the event of a reduction in the scope of any Ordered Services, the Agency's liability to pay Fees, allowances or costs under any relevant Contract will, unless there is agreement in writing to the contrary, reduce in accordance with the reduction in the Ordered Services.
- 26.4.6 The Service Provider will not be entitled to compensation for loss of prospective profits.

## **26.5 Effect of expiration, termination, or reduction**

26.5.1 The expiration, termination, or reduction in scope of this Head Agreement does not automatically terminate or otherwise affect the operation of any Contract entered into with an Agency pursuant to this Head Agreement prior to the date of expiration, termination, or reduction.

26.5.2 Where this Head Agreement has been:

- (a) terminated or has expired in accordance with this clause 26, the Service Provider must not accept a new Order or an extension of an existing Order entered into with an Agency prior to the date of termination or expiration; or
- (b) reduced in scope in accordance with clause 26.3, the Service Provider must not accept a new Order or an extension of an existing Order entered into with an Agency prior to the date of reduction where such Order relates to Services under a Service Category from which the Service Provider has been removed.

26.5.3 Upon notice of:

- (a) termination, Finance will promptly remove the Service Provider from the Panel; or
- (b) reduction in scope, Finance will promptly remove the Service Provider from one or more Service Categories or Service Subcategories under which the Service Provider has been appointed to provide Services under the Panel.

## **27 Issue and dispute resolution**

### **27.1 Interpretation**

27.1.1 In this clause 27, a reference to a 'party' is a reference to the Service Provider, Finance or an Agency, as the case may be.

### **27.2 Escalation of issues to Finance**

27.2.1 Where the Service Provider is unable to resolve a complaint or issue with an Agency, the Service Provider, or the Agency, may request that Finance intervenes to assist in resolving the issue. Finance will not be the independent third person referred to in clause 27.3.1.

### **27.3 Procedure for dispute resolution**

27.3.1 The parties agree that a dispute arising under this Head Agreement or a Contract will be dealt with as follows:

- (a) the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;
- (b) each party will use genuine steps to resolve any dispute by direct negotiation in the first instance;
- (c) if the dispute cannot be resolved, each party will nominate a representative not having any prior involvement in the dispute;
- (d) the representatives will use genuine steps to try to settle the dispute by direct negotiation between them;

- (e) failing settlement within 10 Business Days after the nomination of a representative in accordance with clause 27.3.1(c), the parties may agree to refer the dispute to an independent third person with power:
  - i. to intervene and direct some form of resolution, in which case the parties will be bound by that resolution; or
  - ii. to mediate and recommend some form of non-binding resolution;
- (f) the parties will cooperate fully with any process instigated under clause 27.3.1(e) in order to achieve a speedy resolution; and
- (g) if:
  - i. a resolution is not reached within 20 Business Days after the dispute is referred to an independent third person in accordance with 27.3.1(e); or
  - ii. if no agreement as to an independent third person or resolution of dispute is reached following 30 Business Days commencing on the nomination of a representative in accordance with clause 27.3.1(c),

either party may commence legal proceedings.

## **27.4 Costs**

- 27.4.1 Each party will bear its own costs of complying with this clause 27 and the parties will bear equally the cost of any third person engaged under clause 27.3.1(e).

## **27.5 Continued performance**

- 27.5.1 Despite the existence of a dispute, the Service Provider will (unless requested in writing by an Agency not to do so) continue to perform any Ordered Services.

## **27.6 Exemption**

- 27.6.1 This clause 27 does not apply to:
  - (a) action by an Agency under or purportedly under any clause relating to termination, whether for convenience or for default; or
  - (b) legal proceedings by either party seeking urgent interlocutory relief.

# **28 Books and records**

- 28.1.1 The Service Provider must keep adequate books and records, in accordance with Accounting Standards, in sufficient detail to enable the amounts payable by an Agency under a Contract to be determined.
- 28.1.2 The Service Provider must, in the performance of its obligations under this Head Agreement, and any Contract, at all times comply with any applicable requirements of the *Archives Act 1983* (Cth) and any Records Disposal Authority issued under that Act in respect of Commonwealth or Agency records which are under the custody or control of the Service Provider.

## 29 Audit and access

### 29.1 Right to conduct audit

- 29.1.1 The Service Provider agrees to provide access to the Service Provider's premises to conduct audits relevant to the performance of the Service Provider for:
- (a) this Head Agreement, to Finance, or a person or organisation nominated by Finance; or
  - (b) a Contract, to the Agency's Representative or a person or organisation nominated by the Agency.
- 29.1.2 Audits may be conducted of:
- (a) the Service Provider's operational practices and procedures as they relate to this Head Agreement and any Contract (including security procedures);
  - (b) the Fees and the accuracy of the Service Provider's invoices and reports in relation to the provision of Services under this Head Agreement and any Contract;
  - (c) the Service Provider's compliance with its confidentiality, privacy, security and other obligations under this Head Agreement and any Contract;
  - (d) the Service Provider's obligation to supply the Ordered Services as detailed in the Order in accordance with relevant Australian Standards, best practice and guidelines or where none apply, relevant international industry standards, best practice and guidelines as required under clause 13.1.1(c); and
  - (e) Material (including accounts and records) in the possession of the Service Provider relevant to the Services or this Head Agreement or any Contract.
- 29.1.3 The rights referred to in clause 29.1.1 are subject to:
- (a) Finance or an Agency providing reasonable prior notice;
  - (b) reasonable security procedures being in place at the premises;
  - (c) restrictions on access under applicable Laws; and
  - (d) if reasonably required by the Service Provider, execution of a deed of confidentiality by the persons to whom access is given.
- 29.1.4 The Auditor-General, the Information Commissioner, and their delegates are persons authorised for the purposes of this clause 29.
- 29.1.5 Finance and an Agency will not appoint a Direct Competitor of the Service Provider as an auditor under this clause 29.
- 29.1.6 Despite any other clause in this Head Agreement, the Service Provider is not required to disclose to an auditor any Service Provider Proprietary Information or any other information which, if disclosed, would cause the Service Provider to breach any mandatory regulations or applicable Laws.
- 29.1.7 This clause 29 does not detract from the statutory powers of the Auditor-General, the Information Commissioner and their delegates.

## 30 Conflict of Interest

- 30.1.1 The Service Provider warrants that, to the best of its knowledge after making diligent inquiry at the Order Commencement Date, no Conflict of Interest except as disclosed in writing to the relevant Agency, exists or is likely to arise in the performance of the Ordered Services.
- 30.1.2 The Service Provider must use its best endeavours (including making all appropriate enquiries) to ensure that:
- (a) a situation does not arise which may result in a Conflict of Interest; and
  - (b) any Personnel and Subcontractors of the Service Provider do not engage in any activity or obtain any interests likely to conflict with or restrict the Service Provider in providing the Ordered Services to an Agency fairly and independently.
- 30.1.3 If, a Conflict of Interest arises, or appears likely to arise, the Service Provider agrees:
- (a) to notify the relevant Agency immediately;
  - (b) to the extent possible, make full disclosure of all relevant information relating to the Conflict of Interest; and
  - (c) to take any steps the relevant Agency reasonably requires to resolve or otherwise deal with the Conflict of Interest.
- 30.1.4 If the Service Provider fails to notify an Agency in accordance with clause 30.1.3(a) or does not comply with the Agency's reasonable requirements to resolve or otherwise deal with the Conflict of Interest, the Agency may terminate the relevant Contract or Contracts in accordance with clause 26.2 (Termination of Contract for Default).

## 31 Notices and other communications

### 31.1 Service of notices

- 31.1.1 A notice must be in writing and is deemed to have been given if:
- (a) it is delivered by hand, on the date on which it is delivered;
  - (b) it is sent by post, on the day upon which it would be delivered in the normal course of post; or
  - (c) transmitted electronically, with proof of a successful transmission (provided that the sender does not receive subsequent notification that the notice failed to transmit).
- 31.1.2 The address for service of notice of each party of this Head Agreement is set out in Item 7 of **Schedule 1 (Head Agreement Details)**, or such other address as is notified by the party from time to time.
- 31.1.3 The address for notices for an Agency will be set out in an Order issued by the Agency to the Service Provider.

## **31.2 Variations**

- 31.2.1 Finance can propose a variation to this Head Agreement by issuing a Deed of Variation in the format provided in **Schedule 10 (Deed of Variation)**.
- 31.2.2 The Service Provider can propose a variation to this Head Agreement by issuing a Deed of Variation in the format provided in **Schedule 10 (Deed of Variation)**.
- 31.2.3 No variation to this Head Agreement will be effective unless the Deed of Variation is signed by the Finance Senior Executive and the Service Provider's Senior Executive.
- 31.2.4 Variations to this Head Agreement will become effective on the date the last party signs the Deed of Variation.
- 31.2.5 A Contract may not be varied unless the Agency and the Service Provider have agreed to that variation in writing, which may be in the format provided in **Schedule 6A (Order Variation Template)**.

## **32 Miscellaneous**

### **32.1 Entire Agreement**

- 32.1.1 This Head Agreement and each Contract constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

### **32.2 Survival**

- 32.2.1 The following clauses survive the expiry or termination of this Head Agreement or any Contract:
  - (a) any clause expressly stated to survive, or which by its nature or operation survives, the expiry or termination of this Head Agreement or any Contract, in accordance with that clause;
  - (b) any provision relating to liability or indemnity;
  - (c) 13.4 (Inquiries);
  - (d) 18 (Insurance);
  - (e) 20 (Intellectual Property Rights);
  - (f) 22 (Confidentiality);
  - (g) 23 (Security);
  - (h) 24 (Privacy);
  - (i) 26 (Termination);
  - (j) 27 (Issue and dispute resolution);
  - (k) 28 (Books and records);
  - (l) 29 (Audit and access);
  - (m) 32 (Miscellaneous); and
  - (n) any other provision which expressly or by implication from its nature is intended to continue.

### **32.3 Approvals and consents**

- 32.3.1 Except where this Head Agreement expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally, or withhold, any approval or consent under this Head Agreement.

### **32.4 Assignment and novation**

- 32.4.1 The Service Provider must not assign or novate its rights or obligations:
- (a) under this Head Agreement without the prior written consent of Finance; or
  - (b) under a Contract without the prior written consent of the relevant Agency.
- 32.4.2 Where the Service Provider wishes to assign or novate its rights or obligations under this Head Agreement, the Service Provider must provide the Panel Manager with a completed Deed of Novation in the form provided at **Schedule 11 (Deed of Novation)**.

### **32.5 Waiver**

- 32.5.1 A failure or delay by a party to exercise any right or remedy it holds under this Head Agreement, or any Contract, at law does not operate as a waiver of that right.
- 32.5.2 A single or partial exercise by a party of any right or remedy it holds under this Head Agreement, or any Contract, or at law does not prevent the party from exercising the right again or to the extent it has not fully exercised the right.

### **32.6 Announcements**

- 32.6.1 The Service Provider must, before making a public announcement in connection with this Head Agreement or any Contract, or any transaction contemplated by this Head Agreement or any Contract, obtain Finance's, or in the case of a Contract the relevant Agency's, written agreement to the public announcement.

### **32.7 Governing Law and jurisdiction**

- 32.7.1 This Head Agreement, and any Contract, is to be construed in accordance with, and any matter related to it is to be governed by, the law of the Australian Capital Territory, or any other Australian jurisdiction specified in the Order.

### **32.8 Costs, duties and taxes**

- 32.8.1 Each party must pay its own costs of negotiating, preparing and executing this Head Agreement and any Order.

### **32.9 Counterparts**

- 32.9.1 This Head Agreement may be executed in counterparts. All executed counterparts constitute one document.

# Schedule 1 – Head Agreement Details

<b>Item 1</b> (clause 1.1)	<b>Head Agreement Commencement Date</b> [insert date].
<b>Item 2</b> (clause 1.1)	<b>Panel Manager</b> Director, Management Advisory Services Panel Strategic Contracting Branch Department of Finance
<b>Item 3</b> (clause 1.1)	<b>Finance Senior Executive</b> Assistant Secretary, Strategic Contracting Branch Department of Finance
<b>Item 4</b> (clause 1.1)	<b>Service Provider's Representative</b> <Name> <Position> <Contact number> <Email address>
<b>Item 5</b> (clause 1.1)	<b>Service Provider's Senior Executive</b> <Name> <Position> <Contact number> <Email address>
<b>Item 6</b> (clause 1.1)	<b>Service Provider's Agency Contact</b> <Name> <Position> <Contact number> <Email address 1> <Email address 2>
<b>Item 7</b> (clause 31)	<b>Address for notices</b> (a) <b>Finance</b>  Director, Management Advisory Services Panel Department of Finance One Canberra Avenue Forrest ACT 2603 Email: MASPanel@finance.gov.au



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(b) **Service Provider**

<Name>

<Position>

<Physical address>

<Email address>

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# Schedule 2 – Financial Management Advisory Services

## 1. Services Commencement Date

- 1.1. The Services to be provided under this Schedule 2 commence on [insert date].

## 2. Introduction

- 2.1. The purpose of this Schedule 2 is to specify the Service Categories and Service Subcategories that the Service Provider is approved to provide under the Financial Management Advisory Services category.
- 2.2. The Services that can be provided under this Schedule 2 comprise of independent professional advice, research, assessments and other strategic services, commonly referred to as consultancy services.
- 2.3. At an Agency's discretion, the Services may also include the delivery of an Associated Output by the Service Provider where the Service Provider was engaged to provide Services under clause 2.2 of this Schedule 2, and where this represents value for money.

## 3. Service Categories

- 3.1. The Service Provider is approved to provide Services in the following Service Categories and Service Subcategories:

*[This section will be completed to include the Service Categories and Service Subcategories the Service Provider is approved to provide]*

## 4. Audit services

- 4.1. To the extent the Services described in clause 3 include audit services, the Service Provider will perform such audit services:
  - 4.1.1. in accordance with the provisions relating to auditor appointment, independence and rotation in Part 2M.4 of the Corporations Act 2001 (if applicable); and
  - 4.1.2. in accordance with the code of ethics for professional accountants issued by the Accounting Professional and Ethical Standards Board (or equivalent overseeing body) including, without limitation, the requirements of APES 110 Code of Ethics for Professional Accountants (as amended or replaced from time to time).

## 5. Fees

5.1. The Service Provider's Fees in this Schedule 2 are the maximum Fees that may be charged unless adjusted in accordance with:

5.1.1. the Request for Quotation process provided for in clause 11.2.3 of the Head Agreement, and agreed in a Contract;

5.1.2. clause 11.2.6 (a) or (b) of the Head Agreement; and/or

5.1.3. the Fee adjustment mechanism in clause 14.2.1 of the Head Agreement.

*[This section will be completed based on the Service Providers response].*

### Note to Respondents:

Finance is using a standard set of personnel classifications for Panellists. The personnel classifications and expected work level standards in **Schedule 12 – Personnel Classifications and Expected Work level Standards**, will apply to the Services provided under the Head Agreement (other than for Expert Personnel). Fees for some or all of these personnel classifications will be required to be completed in the Respondent's Tender. Respondents cannot add additional, or change, the personnel classifications or the expected work level standards, however they can add their own description to a personnel classification e.g. Director/Partner/Professor.

## 6. Order Value Discounts

*[This section will be completed based on the Service Provider's response].*

The following definitions apply to this section 6.

**Order Value Discount** means the discount applied to the value of an Order in accordance with this Schedule 2.

**Order Value Threshold** means the value range within which an Order Value Discount applies as set out in this Schedule 2.

6.1. Subject to clause 6.2, the Order Value Discounts in the table below apply to the total value of an Order where the initial value of the Order falls within an Order Value Threshold.

6.2. If an Order with an initial value below an Order Value Threshold is varied over the term of the Order such that the total value of the Order, as varied, falls within an Order Value Threshold, the Order Value Discounts in the table below only apply to the value of the varied Order that falls within the relevant Order Value Threshold.

For example, an Order Value Discount of 2% applies to an Order Value Threshold of between \$500,000 and \$1,000,000, and an initial Order with a value of \$450,000 is increased to \$550,000 by variation. In this case, the 2% discount will only be applied to the \$50,000 that falls within the Order Value Threshold, and the value up to \$500,000 will not be discounted.

# Schedule 3 – Corporate Management Advisory Services

*This Schedule 3 will be populated if the Service Provider is approved to provide Corporate Management Advisory Services to the Australian Government.*

## **1. Services Commencement Date**

- 1.1. The Services to be provided under this Schedule 3 commence on [insert date].

## **2. Introduction**

- 2.1. The purpose of this Schedule 3 is to specify the Service Categories and Service Subcategories that the Service Provider is approved to provide under the Corporate Management Advisory Services category.
- 2.2. The Services that can be provided under this Schedule 3 comprise of independent professional advice, research, assessments and other strategic services, commonly referred to as consultancy services.
- 2.3. At an Agency's discretion, the Services may also include the delivery of an Associated Output by the Service Provider where the Service Provider was engaged to provide Services under clause 2.2 of this Schedule 3, and where this represents value for money.

## **3. Service Categories**

- 3.1. The Service Provider is approved to provide Services in the following Service Categories and Service Subcategories:

*[This section will be completed to include the Service Categories and Service Subcategories the Service Provider is approved to provide]*

## **4. Audit services**

- 4.1. To the extent the Services described in clause 3 include audit services, the Service Provider will perform such audit services:
- 4.1.1. in accordance with the provisions relating to auditor appointment, independence and rotation in Part 2M.4 of the Corporations Act 2001 (if applicable).

## 5. Fees

- 5.1. The Service Provider's Fees in this Schedule 3 are the maximum Fees that may be charged unless adjusted in accordance with:
- 5.1.1. the Request for Quotation process provided for in clause 11.2.3 of the Head Agreement, and agreed in a Contract;
  - 5.1.2. clause 11.2.6 (a) or (b) of the Head Agreement; and/or
  - 5.1.3. the Fee adjustment mechanism in clause 14.2.1 of the Head Agreement.

*[This section will be completed based on the Service Provider's response].*

### Note to Respondents:

Finance is using a standard set of personnel classifications for all Panellists. The personnel classifications and expected work level standards in **Schedule 12 – Personnel Classifications and Expected Work level Standards**, will apply to the Services provided under the Head Agreement (other than for Expert Personnel). Fees for some or all of these personnel classifications will be required to be completed in the Respondent's Tender. Respondents cannot add additional, or change, the personnel classifications or the expected work level standards, however they can add their own description to a personnel classification e.g. Director/Partner/Professor.

## 6. Order Value Discounts

*[This section will be completed based on the Service Provider's response]*

The following definitions apply to this section 6.

**Order Value Discount** means the discount applied to the value of an Order in accordance with this Schedule 3.

**Order Value Threshold** means the value range within which an Order Value Discount applies as set out in this Schedule 3.

- 6.1. Subject to clause 6.2, the Order Value Discounts in the table below apply to the total value of an Order where the initial value of the Order falls within an Order Value Threshold.
- 6.2. If an Order with an initial value below an Order Value Threshold is varied over the term of the Order such that the total value of the Order, as varied, falls within an Order Value Threshold, the Order Value Discounts in the table below only apply to the value of the varied Order that falls within the relevant Order Value Threshold.

For example, an Order Value Discount of 2% applies to an Order Value Threshold of between \$500,000 and \$1,000,000, and an initial Order with a value of \$450,000 is increased to \$550,000 by variation. In this case, the 2% discount will only be applied to the \$50,000 that falls within the Order Value Threshold, and the value up to \$500,000 will not be discounted.

# Schedule 4 – Commercial Management Advisory Services

*This Schedule 4 will be populated if the Service Provider is approved to provide Commercial Management Advisory Services to the Australian Government.*

## 1. Services Commencement Date

- 1.1. The Services to be provided under this Schedule 4 commence on [insert date]:

## 2. Introduction

- 2.1. The purpose of this Schedule 4 is to specify the Service Categories and Service Subcategories that the Service Provider is approved to provide under the Commercial Management Advisory Services category.
- 2.2. The Services that can be provided under this Schedule 4 comprise of independent professional advice, research, assessments and other strategic services, commonly referred to as consultancy services.
- 2.3. At an Agency's discretion, the Services may also include the delivery of an Associated Output by the Service Provider where the Service Provider was engaged to provide Services under clause 2.2 of this Schedule 4, and where this represents value for money.

## 3. Service Categories

- 3.1. The Service Provider is approved to provide Services in the following Service Categories and Service Subcategories:

*[This section will be completed to include the Service Categories and Service Subcategories the Service Provider is approved to provide response]*

## 4. Audit services

- 4.1. To the extent the Services described in clause 3 include audit services, the Service Provider will perform such audit services:
- 4.1.1 in accordance with the provisions relating to auditor appointment, independence and rotation in Part 2M.4 of the Corporations Act 2001 (if applicable).

## 5. Fees

- 5.1. The Service Provider's Fees in this Schedule 4 are the maximum Fees that may be charged unless adjusted in accordance with:
- 5.1.1. the Request for Quotation process provided for in clause 11.2.3 of the Head Agreement, and agreed in a Contract;



5.1.2. clause 11.2.6 (a) or (b) of the Head Agreement; and/or

5.1.3. the Fee adjustment mechanism in clause 14.2.1 of the Head Agreement.

*[This section will be completed based on the Service Provider's response].*

**Note to Respondents:**

Finance is using a standard set of personnel classifications for all Panellists. The personnel classifications and expected work level standards in **Schedule 12 – Personnel Classifications and Expected Work level Standards**, will apply to the Services provided under the Head Agreement (other than for Expert Personnel). Fees for some or all of these personnel classifications will be required to be completed in the Respondent's Tender. Respondents cannot add additional, or change, the personnel classifications or the expected work level standards, however they can add their own description to a personnel classification e.g. Director/Partner/Professor.

**6. Order Value Discounts**

*[This section will be completed based on the Service Provider's response]*

The following definitions apply to this section 5.

**Order Value Discount** means the discount applied to the value of an Order in accordance with this Schedule 4.

**Order Value Threshold** means the value range within which an Order Value Discount applies as set out in this Schedule 4.

- 6.1. Subject to clause 6.2, the Order Value Discounts in the table below apply to the total value of an Order where the initial value of the Order falls within an Order Value Threshold.
- 6.2. If an Order with an initial value below an Order Value Threshold is varied over the term of the Order such that the total value of the Order, as varied, falls within an Order Value Threshold, the Order Value Discounts in the table below only apply to the value of the varied Order that falls within the relevant Order Value Threshold.
- 6.3. For example, an Order Value Discount of 2% applies to an Order Value Threshold of between \$500,000 and \$1,000,000, and an initial Order with a value of \$450,000 is increased to \$550,000 by variation. In this case, the 2% discount will only be applied to the \$50,000 that falls within the Order Value Threshold, and the value up to \$500,000 will not be discounted.

# Schedule 5 – Request for Quotation Template

## Note to Service Provider:

This Schedule 5 provides a Request for Quotation (RFQ) template that includes the typical information that an Agency will provide to the Service Provider to request a quotation for the provision of Management Advisory Service to an Agency, as detailed in clause 11.2 of the Head Agreement. It is intended that the RFQ will be provided as a smart form. The intent of this template and any smart form is to achieve a high level of standardisation and consistency in Agency RFQs to provide efficiencies to Agencies and Service Providers, however, it will not be mandatory that Agencies use this RFQ Template or any resulting smart form to request quotes from Service Providers.

## 1. Introduction

- 1.1. This RFQ is issued under clause 11.2 of the Head Agreement between the Service Provider and the Department of Finance.

<b><u>Request For Quotation for Services</u></b>	
<b><i>Agency Information</i></b>	
<b>Agency</b>	[Insert Agency name]
<b>Agency File Reference</b>	[Insert Agency file reference number]
<b>RFQ Reference</b>	[Insert Agency RFQ reference number]
<b>Agency Representative</b>	Name: [Insert contact name]  Position: [Insert title]  Address: [Insert address, including postcode]  Email: [Insert email address]  Contact number: [Insert contact number, including area code]
<b><i>RFQ and Proposed Order Details</i></b>	
<b>RFQ Release Date</b>	[insert date the RFQ is released]
<b>RFQ Closing Date</b>	[insert date and time the RFQ closes]
<b>Proposed Order Commencement Date</b>	[insert date the Services will commence]
<b>Proposed Order Term and/or Completion Date</b>	[insert the order term and/or completion date]

<b><u>Request For Quotation for Services</u></b>	
<b>Options to extend</b>	The Agency may extend the Contract for [insert time period] by providing written notice to the Service Provider prior to the Order Completion Date.
<b>Milestones</b>	[Insert proposed milestones for the delivery of the Services]
<b><i>Statement of Work</i></b>	
<b>Service Area</b>	[Insert which Service Category within a Service Area the Services required relate to (Financial/Corporate/Commercial)]
<b>Service Category</b>	[Insert the relevant Service Category that the services relate to]
<b>Service Sub-category</b>	[Insert the relevant Service Subcategory that the services relate to]
<b>Detailed Statement of Work</b>	[Insert a detailed description of the Services required and any Associated Outputs, including relevant background material and whether any licences/authorisations are required to provide the services and any reporting that may be required. A separate Statement of Work may be referenced and attached]
<b>Deliverables</b>	[include details of any deliverables required under a resulting Contract]
<b>Subcontractors</b>	<p>[Select one of the following statements:</p> <p>The Service Provider may nominate subcontractors to provide some or all of the Services; or</p> <p>The Service Provider may not nominate subcontractors to provide some or all of the Services.]</p>
<b>Location</b>	[Insert the required work location/site, or insert 'Not Applicable']
<b>Fees</b>	[Insert details of fee structure e.g. hourly/daily rates, fixed fee]
<b>Payment Terms</b>	<p>[Select the relevant payment terms]</p> <p>[For Non-corporate Commonwealth entities: (a) five calendar days where the Agency and the Service Provider both have the capability to deliver and receive e Invoices through the Pan-European Public Procurement On-Line Framework and have agreed to use this method of invoicing; or (b) 20 calendar days]</p> <p>[For Agencies other than Non-corporate Commonwealth entities: [insert payment terms]]</p>
<b>Travel</b>	[Insert details of any travel that may be required and whether the Service Provider will be reimbursed for travel costs or if travel will be paid for by the Agency, or insert Not Applicable].
<b>Agency Material</b>	[List any documents attached to the RFQ]
<b>Existing Material</b>	[Insert details of any Existing Material or insert 'Not Applicable']
<b>Contract Material</b>	[Unless specified in the Statement of Work, insert details of any Contract Material]

<b>Request For Quotation for Services</b>									
<b>Confidential Information</b>	<p>[Include details in table below or insert Not Applicable]</p> <table border="1"> <thead> <tr> <th><b>Agency Confidential information (for example)</b></th> <th><b>Period of Confidentiality</b></th> </tr> </thead> <tbody> <tr> <td>Agency data</td> <td>Indefinitely</td> </tr> <tr> <td>Any Personal Information held by the Agency</td> <td>Indefinitely</td> </tr> <tr> <td>Security Classified Information</td> <td>Indefinitely</td> </tr> </tbody> </table>	<b>Agency Confidential information (for example)</b>	<b>Period of Confidentiality</b>	Agency data	Indefinitely	Any Personal Information held by the Agency	Indefinitely	Security Classified Information	Indefinitely
<b>Agency Confidential information (for example)</b>	<b>Period of Confidentiality</b>								
Agency data	Indefinitely								
Any Personal Information held by the Agency	Indefinitely								
Security Classified Information	Indefinitely								
<b>Key Personnel Requirements</b>									
<b>Required Qualifications and Experience</b>	[Include details of mandatory/desired qualifications, expertise, capacity and capability of Key Personnel, and whether or not they must have a security clearance]								
<b>Other Requirements for Key Personnel</b>	[For example, proposed Personnel performing the Services may be required to sign a deed and acknowledgements relating to confidentiality, security, moral rights, intellectual property and other relevant matters as required by the Agency. Any Contract will be conditional on this occurring]								
<b>Additional Requirements</b>									
<b>Agency Data Storage Requirements</b>	[Insert any Agency specific data storage requirement, for example whether data can or cannot be stored offshore and if a data breach response plan will be required (see clause 23.2)]								
<b>Agency Security Requirements</b>	[State any additional security requirements to the requirements contained in the Head Agreement, or that apply to particular aspects of work, or insert 'Not Applicable'].								
<b>Security Clearance Requirements</b>	[Include requirements for security clearances or insert 'Not Applicable']								
<b>Liability</b>	[The default liability cap is set out in clause 19. Specify if an alternate liability cap should apply. State any amendments to the exclusions to the liability cap, or other liability positions required]								
<b>Agency Insurance Requirements</b>	<p>[Insert any additional requirements (if any) for relevant insurances where these differ from the insurance amounts in the Head Agreement e.g.</p> <ul style="list-style-type: none"> <li>a) Professional indemnity insurance for an insured amount of [\$ insert amount] per occurrence and not less than [\$ insert amount] in the aggregate;</li> <li>b) Public liability insurance for an insured amount of [\$ insert amount] per occurrence and not less than [\$ insert amount] in aggregate; and</li> <li>c) Workers compensation insurance as required by law; or</li> </ul> <p>insert 'Not Applicable'. Where 'Not Applicable' is specified, the insurance requirements under the Head Agreement will apply]</p>								
<b>Agency Service Levels</b>	[Insert any proposed service level that apply to the delivery of the Services]								
<b>Conditions/Restrictions for Personal Information</b>	[State any additional conditions/restrictions for Personal Information contained in the Head Agreement, or that apply to particular aspects of work or insert								

<b><u>Request For Quotation for Services</u></b>	
	'Not Applicable']
<b>Other Additional Requirements</b>	[Include any other additional requirements, if applicable]
<b><i>Commonwealth Policy Requirements</i></b>	
<b>Black Economy Policy</b>	[For procurements valued at \$4 million or more the Black Economy Policy applies. Agencies must obtain a Valid and Satisfactory Statement of Tax Record for any Partner that will be involved in the delivery of the Services]
<b>Indigenous Procurement Policy</b>	[For procurements valued at \$7.5 million or more, insert that clause 16.4.4 of the Head Agreement applies]
<b>Australian Industry Participation Plan</b>	[For procurement valued at \$20 million or more, the Australian Industry Participation policy may apply]
<b><i>Evaluation Criteria</i></b>	
<p>Responses to this RFQ will be evaluated against the following criteria: [Agencies should be able to select the evaluation criteria they wish to apply and/or include their own criteria].</p> <ul style="list-style-type: none"> <li>• The Service Provider's demonstrated understanding of the Services required, including the identification of any key challenges and the management of risk.</li> <li>• The Service Provider's demonstrated capability and capacity to provide the services described in the Detailed Statement of Work to a very high standard and within the specified timeframes.</li> <li>• The Service Provider's demonstrated organisational experience in providing the similar services to the services described in the Detailed Statement of Work.</li> <li>• The relevant experience of nominated Key Personnel in providing the similar services to the services described in the Detailed Statement of Work [include any relevant qualifications, certifications, etc. required].</li> <li>• The professional and other standards that your organisation would apply to the Services and the measures your organisation proposes to ensure that standards are maintained for the term of the Contract.</li> </ul> <p>The extent to which the level and structure of fees proposed provides value for money for the Australian Government.</p>	
<b><i>Responding to this RFQ</i></b>	
<p>[Agencies will select from the requirements below and/or include their own requirements]</p> <p>The Service Provider is required to complete the following information:</p> <p>[Service Provider's Representative]</p> <p>[Service Provider's Name]</p> <p>[Service Provider's Address]</p> <p>[Service Provider's ABN]</p> <p>[Service Provider's email address]</p>	



## **Request For Quotation for Services**

In responding to this RFQ, the Service Provider should:

- describe its understanding of the Services required, including the identification of any key challenges and the management of risk
- detail its capability and capacity to provide the services described in the Detailed Statement of Work to a very high standard and within the specified timeframes
- detail its organisational experience in providing the similar services to the services described in the Detailed Statement of Work
- detail the relevant experience of nominated Key Personnel in providing the similar services to the services described in the Detailed Statement of Work including any qualifications, certifications, affiliations that the nominated Key Personnel have
- describe the professional and other standards that your organisation would apply to the Services and the measures your organisation proposes to ensure that standards are maintained for the term of the Contract.

The Service Provider is also required to:

- identify any subcontractors nominated to provide the services and their role in the delivery of the services
- disclose any conflicts of interest it would have with the delivery of the Services
- include any information in its respond that it requests to remain confidential.

<b>Service Provider Confidential information</b>	<b>Period of Confidentiality</b>

# Schedule 6 – Order Template

## Note to Service Provider:

This Schedule 6 provides an Order Template for the provision of Management Advisory Service to an Agency, as detailed in clause 11.3 of the Head Agreement. It is intended that the Order Template will be provided as a smart form. The intent of this template and any smart form is to achieve a high level of standardisation and consistency in Agency Orders to provide efficiencies to Agencies and Service Providers, however, it will not be mandatory that Agencies use this Order Template or any equivalent smart form to Order Services from Service Providers.

## 1. Introduction

1.1. This Order is issued in accordance with clause 11.3 of the Head Agreement.

<b><u>Order for Services</u></b>	
[Service Provider's Representative]	
[Service Provider's Name]	
[Service Provider's Address]	
[Service Provider's ABN or ACN]	
Sent via: [email]: [Service Provider's email address]	
<b>Agency Order Information</b>	
Agency	[Insert Agency name]
Agency File Reference	[Insert Agency File Reference]
Order Number	[Insert Agency's reference number for this Order for Services]
Cost Centre	[Insert Agency's cost centre]
<b>Order Commencement Date and Term</b>	
Order Commencement Date	[insert date the Order commences]
Order Term and Extensions	<p>[The Order expires on [insert date] (Initial Term).</p> <p>The Agency may in its sole discretion extend the Initial Term of this Order for a further period or periods, up to [XX months/years], on the same terms and conditions of this Order, by giving written notice to the Service Provider, prior to end of the Initial Term of this Order (Extension Period/s).]</p>
<b>Statement of Work</b>	
Service Area	[Insert which Service Category within a Service Area the Services required relate to (Financial/Corporate/Commercial)]
Service Category	[Insert the relevant Service Category that the services relate to]

<b><u>Order for Services</u></b>	
<b>Service Sub-category</b>	[Insert the relevant Service Subcategory that the services relate to]
<b>Detailed Statement of Work</b>	[Insert a detailed description of the Services required and any Associated Outputs, including relevant background material and whether any licences/authorisations are required to provide the services and any reporting that may be required. A separate Statement of Work may be referenced and attached]
<b>Milestones</b>	[Insert proposed milestones for Services and link to payment]
<b>Key Personnel</b>	[Insert name and role of the Key Personnel (which may include Expert Personnel) accepted by the Agency for this Order, including any particular qualifications, expertise, capacity and capability, and whether or not they must have a security clearance]
<b>Subcontractors</b>	[Insert details of approved subcontractors for this Order, or insert 'Not Applicable']
<b>Location</b>	[Insert the required work location/site, or insert 'Not Applicable']
<b>Fees</b>	[Insert details of fee structure e.g. fixed fee and any approved disbursement e.g. accommodation and travel (if applicable)]
<b>Payment Terms</b>	<p>[Select the relevant payment terms]</p> <p>[For Non-corporate Commonwealth entities:  (a) five calendar days where the Agency and the Service Provider both have the capability to deliver and receive e Invoices through the Pan-European Public Procurement On-Line Framework and have agreed to use this method of invoicing;  or  (b) 20 calendar days]</p> <p>[For Agencies other than Non-corporate Commonwealth entities:  [insert payment terms]]</p>
<b>Invoicing</b>	[the Agency will include any invoicing requirements]
<b>Travel</b>	[the Agency will select the relevant travel clauses].
<b>Agency Material</b>	[List any documents attached to the Order or insert 'Not Applicable']
<b>Existing Material</b>	[Insert details of any Existing Material or insert 'Not Applicable']
<b>Contract Material</b>	[Unless specified in the Statement of Work, insert details of any Contract Material]
<b>Restrictions on use of Contract Material</b>	[Insert any restrictions on use of the Contract Material by the Agency, where appropriate to the nature of the Services being provided, eg audit opinions.]
<b>Restrictions on use of Service Provider's name, trade name or logo</b>	[Insert any reasonable restrictions on the Agency's use of the name, trade name or logo of the Service Provider]



## Order for Services

<b>Confidential Information</b>	<p>[Include details in table below or insert Not Applicable. If approved by the Agency, relevant sections of the Service Provider's internal working papers may be specified as Service Provider Confidential information]</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <th style="text-align: center;">Agency Confidential information <i>(for example)</i></th><th style="text-align: center;">Period of Confidentiality</th></tr> <tr> <td style="text-align: center;">Agency data</td><td style="text-align: center;">Indefinitely</td></tr> <tr> <td style="text-align: center;">Any Personal Information held by the Agency</td><td style="text-align: center;">Indefinitely</td></tr> <tr> <td style="text-align: center;">Security Classified Information</td><td style="text-align: center;">Indefinitely</td></tr> </table> <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <th style="text-align: center;">The Service Provider Confidential information</th><th style="text-align: center;">Period of Confidentiality</th></tr> <tr> <td style="height: 30px;"></td><td></td></tr> <tr> <td style="height: 30px;"></td><td></td></tr> </table>	Agency Confidential information <i>(for example)</i>	Period of Confidentiality	Agency data	Indefinitely	Any Personal Information held by the Agency	Indefinitely	Security Classified Information	Indefinitely	The Service Provider Confidential information	Period of Confidentiality				
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Agency data	Indefinitely														
Any Personal Information held by the Agency	Indefinitely														
Security Classified Information	Indefinitely														
The Service Provider Confidential information	Period of Confidentiality														
<b>Additional requirements</b>															
<b>Internal Working Papers</b>	[The default position under clause 20.4 is that the Service Provider is not required to deliver internal working papers (including Audit Working Papers) that are required to be retained under applicable Laws or professional standards. Specify if an alternate position should apply]														
<b>Intellectual Property</b>	[The Agency should specify here if it wants to change the default position in clause 20.2.1 – and instead have the Agency own the IP in Contract Material. The default licence the Agency gets under 20.2.3 for Contract Material includes a right to transfer and sub-license, so any alternative position to this should be specified]														
<b>Key Personnel Requirements</b>	Personnel performing the Services may be required to sign a Deed and acknowledgements relating to confidentiality, security, moral rights, intellectual property and other relevant matters as required by the Agency. Any Contract will be conditional on this occurring]														
<b>Return of confidential information</b>	[The default position under clause 22.6.3 is that the Service Provider may retain one copy of Agency Confidential Information to the extent included in the Contract Material for its professional record keeping obligations, for insurance purposes or as otherwise required by Law. Specify if an alternate position is to apply]														
<b>Agency Data Storage Requirements</b>	[Insert any Agency specific data storage requirement, for example whether data can or cannot be stored offshore, and/or requirements for a data breach response plan]														
<b>Security</b>	[insert what requirements in the PSPF should apply]														
<b>Additional Requirements – security</b>	[State any additional security requirements to the requirements contained in the Head Agreement, or that apply to particular aspects of work or insert 'Not Applicable']														
<b>Conditions/Restrictions for Personal Information</b>	[State any additional conditions/restrictions for Personal Information contained in the Head Agreement, or that apply to particular aspects of work or insert 'Not Applicable']														

<b><u>Order for Services</u></b>	
<b>Liability</b>	[The default liability cap is set out in clause 19. Specify if an alternate liability cap should apply. State any amendments to the exclusions to the liability cap, or other liability positions required]
<b>Additional or alternate Requirements – insurance</b>	<p>[Insert any additional requirements (if any) for relevant insurances where these differ from the insurance amounts in the Head Agreement e.g.</p> <p>a) Professional indemnity insurance for an insured amount of [\$ insert amount] per occurrence and not less than [\$ insert amount] in the aggregate;</p> <p>b) Public liability insurance for an insured amount of [\$ insert amount] per occurrence and not less than [\$ insert amount] in aggregate; and</p> <p>c) Workers compensation insurance as required by law; or</p> <p>insert 'Not Applicable'. Where 'Not Applicable' is specified, the insurance requirements under the Head Agreement will apply]</p> <p>[Insert if the Service Provider may self-insure for certain insurance amounts where this is permitted by law]</p>
<b>Agency Service Levels</b>	[Insert any Agency Service Levels that apply to the Order]
<b>Service Provider termination right</b>	[The default position under clause 26.2.3 of the Head Agreement is that the Service Provider may terminate the Contract due to Agency non-payment of Fees, or if the Agency breaches a material provision and does not remedy this within 40 Business Days after receiving a notice to remedy. Insert whether this position or an alternative position applies (including if different timeframes should apply)]
<b>Termination for convenience costs in relation to Fees for Services calculated on a milestone basis</b>	[The default position under clause 26.4.3(a) of the Head Agreement is that where Fees in an Order are calculated on a milestone basis, the Agency will pay Fees for Ordered Services completed before the date of termination for convenience on a time and materials basis where the Service Provider can substantiate this. Insert whether this position or an alternative position applies]
<b><i>Commonwealth Procurement Connected Policy Requirements</i></b>	
Include details of any Commonwealth procurement connected policy requirements that apply to the Order e.g. Black Economy Policy, Indigenous Procurement Policy, Australian Industry Participation Plan Policy.	
<b><i>Agency Information</i></b>	
<b>Agency Representative</b>	<p><b>Name:</b> [Insert contact name]</p> <p><b>Position:</b> [Insert title]</p> <p><b>Address:</b> [Insert address, including postcode]</p> <p><b>Email:</b> [Insert email address]</p> <p><b>Contact number:</b> [Insert contact number, including area code]</p>

<b><u>Order for Services</u></b>	
<b>Agency Address for Notices</b>	<b>Physical Address:</b> [Insert physical address for the Agency]  <b>Postal Address:</b> [Insert the postal address for notices, if different to the physical address]  <b>Email:</b> [Insert the email address for notices]
<b>Agency Address for Invoices</b>	Invoices must be submitted to [insert email address for invoices] and must contain [include any other requirements for the invoice e.g. that the purchase order no. must be quoted in the invoice]
<b>Service Provider Information</b>	
<b>Service Provider Representative</b>	<b>Name:</b> [Insert contact name]  <b>Position:</b> [Insert title]  <b>Address:</b> [Insert address, including postcode]  <b>Email:</b> [Insert email address]  <b>Contact number:</b> [Insert contact number, including area code]
<b>Service Provider Address for Notices</b>	<b>Physical Address:</b> [Insert physical address for the Service Provider]  <b>Postal Address:</b> [Insert the postal address for notices, if different to the physical address]  <b>Email:</b> [Insert the email address for notices]

Signed for and on behalf of  
Commonwealth of Australia  
as represented by the [insert Agency  
name] [insert Agency ABN]

\_\_\_\_\_  
*Signature of authorised officer*

\_\_\_\_\_  
*name of authorised officer*

\_\_\_\_\_  
*title of authorised officer*

Signed for and on behalf of

[insert Service Provider's name], [insert  
Service Provider's ABN]

\_\_\_\_\_  
*name of Service Provider's authorised  
representative*

\_\_\_\_\_  
*title of Service Provider's authorised  
representative*

} \_\_\_\_\_  
*Signature of Service Provider's authorised  
representative*

# Schedule 6A – Order Variation Template

## Parties

- A. Commonwealth of Australia as represented by [insert Agency name and ABN] (**Agency**); and
- B. [Name and ABN of Service Provider] (**Service Provider**)

## Recitals

- A. The Agency and the Service Provider are party to an Order dated [insert date] for the provision of [include description of the services].
- B. The parties wish to vary the Order as provided by this Deed of variation.

The parties agree as follows:

The Order is varied in accordance with the terms set out below. Unless specifically stated in this Order Variation, all terms and conditions of the Order continue unaffected.

1.	Order Variation number	
2.	Raised by	
3.	Details of change (use attachments if required)	
4.	Implementation date of variation	
5.	Effect on services	
6.	Plan for implementing the change [if any]	
7.	Effect on price [if any]	
8.	Effect on service levels [if any]	
9.	Other relevant matters (e.g. transitional impacts)	

**Variation to Order:**

[Insert description of variation]

Agency	
Name (print)	
Position	
Signature	
Date	

Service Provider	
Name (print)	
Position	
Signature	
Date	

# Schedule 7 – Performance Management Framework and Service Levels

## 1. Introduction

- 1.1. The purpose of this Schedule 7 is to outline the Performance Management Framework for the Head Agreement, and the agreed service standards and performance measures that are to be used in managing the contractual arrangement and relationship between Finance, Agencies and the Service Provider responsible for the provision of the Services.
- 1.2. The Service Levels specify the minimum expected performance and operation of the Services and will be used to measure the performance of the Service Provider, and the satisfaction of Agencies in regard to the delivery of the Services.
- 1.3. The Service Provider acknowledges that copies of this Schedule 7, and any performance management and service level analyses prepared by Finance, may be made available to Agencies who are the recipient of Services provided under the Head Agreement.
- 1.4. Where an Agency specifies performance management requirements and Service Levels in an Order, these are in addition to, and do not replace the Performance Management Framework and Service Levels in this Schedule 7.

## 2. Performance Management Framework

### 2.1. Overview

- 2.1.1 The Service Provider acknowledges that:
  - (a) its performance will be measured against the performance measures in clause 2.2, 2.3, and 2.4 of this Schedule 7; and
  - (b) Agencies will provide to Finance reporting on the Service Provider's performance.

### 2.2. Quality

- 2.2.1 The following Quality performance measures apply to the Head Agreement:
  - (a) the capability and availability of Key Personnel;
  - (b) documentation provided to high standard; and
  - (c) the Services provided met the Agency needs, and requirements of the Order.

### 2.3. Communication

- 2.3.1. The following Communication performance measures apply to the Head Agreement:
  - (a) proactive and effective communication with the Agency;
  - (b) responsiveness; and

- (c) Agency reference numbers included in all correspondence.

## **2.4. Contract Performance**

2.4.1. The following Contract Performance measures apply to the Head Agreement:

- (a) understanding of the Agency's needs;
- (b) effective management of timelines;
- (c) effective budget management;
- (d) service provision managed diligently; and
- (e) reasonable assistance provided in respect of any inquiry concerning the Service Provider's performance of Ordered Services.

## **3. Service Levels**

3.1 The Service Levels and Minimum Expected Performance for the Head Agreement are outlined in Table 1 of this Schedule 7.

3.2 The Service Levels apply from the Commencement Date.

### **3.3. Responsibilities of the Service Provider**

3.3.1. The Service Provider will use its best endeavours to meet or exceed the Service Levels during the Head Agreement Period.

3.3.2. The Service Provider will make all relevant Key Personnel and Subcontractors aware of the Service Levels.

### **3.4. Adjustments to the Service Levels**

3.4.1. The Service Provider and Finance, both acting reasonably, may from time to time agree to adjust, remove or include new Service Levels, if:

- (a) Service Levels require adjustment through the Head Agreement Period;
- (b) additional Service Levels are required; or
- (c) a Service Level is no longer considered appropriate.

This is in addition to any reviews described in the Service Levels.

Any changes to the Service Levels must be made by Deed of Variation in accordance with clause 31.2 of the Head Agreement.

### **3.5. Assessing Service Levels**

3.5.1. Finance will assess the Service Provider's compliance with the Service Levels in accordance with this Schedule 7 and may:

- (a) consider the Service Provider's performance against the Performance Management Framework, including performance trends;



- (b) request and consider additional information from Agencies;
- (c) use the results from any Agency satisfaction survey;
- (d) consider any information provided by the Service Provider at a contract management meeting; and
- (e) consider information obtained through an audit conducted under clause 29 of the Head Agreement.

### **3.6. Process for determining a Service Level Failure**

- 3.6.1. A Service Level Failure is recorded for each occasion the Service Provider does not comply with, or maintain the minimum expected performance of a Service Level.
- 3.6.2. Where a Service Level has a minimum expected performance, availability or operation of 100%, if there is a single occasion where the performance of that Service Level is not satisfactory or maintained in accordance with the Service Level then it will constitute a Service Level Failure.
- 3.6.3. Clauses 3.6.1 and 3.6.2 of this Schedule 7 do not apply to the extent that a failure is caused by an event outside the reasonable control of the Service Provider or is significantly contributed to by an act or omission by Finance or an Agency.

### **3.7. Service Provider's responsibility to correct a Service Level Failure under the Head Agreement**

- 3.7.1. In the event of a Service Level Failure, Finance may request via notice that the Service Provider provide Finance with a plan to remedy the failure, including a due date for correcting the failure.
- 3.7.2. If the failure is not possible to rectify, the plan must describe how the Service Provider will ensure the failure does not happen again.
- 3.7.3. The Service Provider must make any changes to the plan required by Finance, and implement the plan once approved by Finance.
- 3.7.4. Finance may communicate the Service Level Failure and any established interim processes or procedures with Agencies.
- 3.7.5. The Service Provider must give notice to Finance when any Service Level Failure has been corrected and where relevant, outline the corrective action taken and steps developed to prevent future failures of a similar nature.
- 3.7.6. Failure to achieve one or more of the Service Levels, or a trend of Service Level Failure may result in Finance enforcing its rights in relation to underperformance including but not limited to:
  - (a) requiring the Service Provider to remedy a Service Level Failure in accordance with clause 3.7 of this Schedule 7; and
  - (b) enforcing its rights in clause 25 of the Head Agreement.

- 3.8. Service Provider's responsibility to correct a Service Level Failure under an Order**
- 3.8.1. Where an Order includes Agency Service Levels, in the event of a Service Level Failure, the Agency may request that the Service Provider provide the Agency with a plan to remedy the failure, including a due date for correcting the failure.
- 3.8.2. If the failure is not possible to rectify, the plan must describe how the Service Provider will ensure the failure does not happen again.
- 3.8.3. The Service Provider must make any changes to the plan required by the Agency, and implement the plan once approved by the Agency.
- 3.8.4. The Service Provider must give notice to the Agency when any Service Level Failure has been corrected and where relevant, outline the corrective action taken and steps developed to prevent future failures of a similar nature.
- 3.8.5. An Agency may report a Service Level Failure to Finance and request that Finance escalate the issue for mediation between the Service Provider's Senior Executive and Finance's Senior Executive.

**Table 1 – Service Levels and Minimum Expected Performance**

<b>Service Level No</b>	<b>Service Level &amp; Minimum Expected Performance</b>	<b>Performance Measures</b>	<b>Calculation Method</b>
<u>SL1</u>	<u>Reporting - Quality</u> (In accordance with the Reporting Specifications in Schedule 8)	98% accuracy of the reporting data provided to Finance.	Each instance where reporting is not compliant with the reporting specifications in Schedule 8, and Finance requests missing data or seeks corrections on reports submitted by the Service Provider is a service failure.
<u>SL2</u>	<u>Reporting – On Time</u>	98% of reports and data files are provided to Finance within the timing specified in the reporting specifications in Schedule 8.	Each instance where reporting is not provided to Finance within the timing specified in the reporting specifications in Schedule 8 is a service failure.
<u>SL3</u>	<u>Service Delivery</u> (In accordance with the Performance Management Framework of this Schedule 7)	The Service Provider's provision of the Services as detailed in an Order to the satisfaction of the Agency.	Finance will determine the level of compliance with this Service Level by analysing Agency reports on the Service Provider's performance against the Performance Management Framework.
<u>SL4</u>	<u>Notification of security incident or breach</u> (In accordance with the requirement of clause 23)	100% compliance with the requirement to immediately notify Finance and any relevant Agency if there is a Security Incident or a breach of any of the Service Provider's obligations under clause 23, by the Service Provider or any of its Personnel or Subcontractors.	Any instance where Finance and any relevant Agency are not immediately notified of a Security Incident or a breach of any of the Service Provider's obligations under clause 23 is a service failure.

# Schedule 8 – Reporting

## 1. Introduction

- 1.1. The purpose of this Schedule 8 is to outline the reporting requirements agreed between Finance and the Service Provider.

## 2. File Naming Convention

- 2.1. Reports are to be clearly labelled, with the following file naming convention to be applied:

**ABN\_Name\_Date**

**Where:**

**ABN** is the Service Provider's ABN, with no spaces

**Name** the Report Name is 'SrvsInv'.

**Date** is the date of the report using a YYYY\_MM format, i.e. for May 2021, the date would be 2021\_05.

**The file name would be ABN\_SrvsInv\_2021\_05**

## 3. Formatting Standards

- 3.1. Formatting standards for each report are detailed in the Report Specifications in Table 2, with following additional formatting standards to apply:
- (a) case sensitivity, where values that are intended to be the same are truly identical and do not differ in case sensitivity or through abbreviation;
  - (b) the letter 'A' in the Format Column of a Report Specification indicates the field is text field, and the letters 'AN' in the Format Column of a Report Specification indicates the field is text and number field;
  - (c) files are to be provided as comma-separated values (CSV) using semi-colon text delimited format, or any other format reasonably requested by Finance;
  - (d) files must be compatible with Microsoft Excel 2007, and later versions, unless otherwise advised by Finance; and
  - (e) reports must not be locked in a manner that prevents Finance from reviewing or analysing raw information in a report, or the information used to generate a report.
- 3.2. Where agreed by Finance, reports may be password protected for confidentiality or security purposes. Where Finance has agreed to a report being password protected the Service Provider must provide report passwords to Finance.

#### **4. Report Timing Requirements**

- 4.1. The Service Provider must provide reports in accordance with the reporting schedule presented in Table 1.

**Table 1: Service Provider Reporting Schedule**

<b>Report</b>	<b>Schedule</b>
Services Invoice Report	Within 10 Business Days of the end of each quarter, with the first report due within 10 Business Days of 30 September 2021.

- 4.2. The Service Provider must submit a Services Invoice Report, whether or not any Agency invoices have been paid in the reporting period.
- 4.3. In the case where no Agency invoices have been paid in the reporting period, the Service Provider is only required to complete positions A, B, C, D and E in Table 2 below to complete and submit a compliant Services Invoice Report for the reporting period.

#### **5. File Transfer Requirements and Security**

- 5.1. Reports are to be transferred (submitted) to Finance electronically or as otherwise notified by Finance.
- 5.2. The Service Provider warrants that all transferred files are free of Harmful Code.

#### **6. Report Specifications**

- 6.1. The Service Provider agrees to provide the reports in the format specified in this clause.

##### **6.2. Services Invoice Report**

- 6.2.1. The Service Provider must provide to Finance the Services Invoice Report in the format detailed in the Services Invoice Report Specification in Table 2 of this clause 6.2.
- 6.2.2. The Services Invoice Report is to be provided at the times specified in the Reporting Schedule in Table 1 of clause 4 of this Schedule.
- 6.2.3. Only Services that have been invoiced and paid in full by an Agency within the reporting period are to be included in Services Invoice Report for the reporting period.

**Table 2: Services Invoice Report Specification**

Position	Format	Header Name	Purpose	Reference Table	Notes
A	N	ABN	To uniquely identify the Service Provider.		The Australian Business Number (ABN) of the Service Provider as stated in the Head Agreement
B	AN	SRVC_PRVDR	To uniquely identify the Service Provider.		This is a short name agreed with Finance to uniquely identify the Service Provider and cannot be varied without approval from Finance.
C	A	FY	To identify the financial year the invoice was paid.	2021 2022 2023 2024	The main purpose of this field is to qualify which financial year an invoice relates to.
D	A	FY_QTR	To identify the reporting quarter the invoice was paid.	Q1 Q2 Q3 Q4	The main purpose of this field is to qualify which quarter within a financial year an invoice relates to.
E	A	INVS_PAID	To provide indication of invoices paid within the reporting period.	Yes No	The main purpose of this field is to provide a simple mechanism for Service providers that have not had any invoices paid within the reporting period to report to Finance.
F	N	AGENCY_ABN	To provide the ABN for the Agency that has paid the invoice.		The Agency ABN allows Finance to manage a range of administrative functions related to the Panel, which includes consolidated Panel reporting.
G	AN	AGENCY_CNT	To identify the Agency contact for the invoice paid.		This is to be the email address for the Agency contact from the Order.  This information is to provide Finance with an Agency point of contact to resolve any incorrect reporting of invoices paid by an Agency.
H	AN	ORDER_NO	To identify the Agency Order number for the invoice paid.		The Order number must be the Order number specified by an Agency in an Order, and must relate to the invoice paid by the Agency. The Order number may be a purchase order or contract number or an Agency identifier.
I	AN	COST_CENTRE	To identify the Agency's cost centre		To be included if provided by the Agency
J	AN	INVOICE_NO	To provide a unique reference for any clarification on the Services provided by the Service Provider.		<b>Note:</b> Only invoices paid in full are to be included in this report.  Unlimited format.
K	N	GST_EXCL	The GST exclusive amount for the invoice paid by the Agency.		Numeric value in AU\$ to two decimal points. The may include negative amounts.
L	N	GST_AMOUNT	The GST amount for the invoice paid by the Agency.		Numeric value in AU\$ to two decimal points.
M	N	INV_TOTAL	Total invoice amount (inclusive of GST) paid by the Agency.		Numeric value in AU\$ to two decimal points.
N	A	SRVC_AREA	To allow Finance to undertake analysis of expenditure by Service Area.	Financial Corporate Commercial	To align with the Service Area as stated in an Order.  The text for the relevant Service Area must match the reference table exactly.
O	A	SRVC_CAT	To allow Finance to undertake analysis of expenditure by the Service Category.	<u>For the Financial Service Area</u> Accounting Financial Advisory Financial Audit Actuarial  <u>For the Corporate Service Area</u> Organisational Planning & Development Human Resources Corporate Governance Internal Audit	To align with the Service Category for the Service Area as stated in an Order.  The text for the relevant Service Category must match the reference table exactly.

Position	Format	Header Name	Purpose	Reference Table	Notes
				<u>For the Commercial Service Area</u> Government Policy Programs and Projects Procurement & Contract Management Privacy Probity Risk	

# Schedule 9 – Service Provider’s Confidential Information

The following information is confidential to the Service Provider:

Item	Description of Information	Reason for confidentiality	Period of confidentiality
1	Pricing in Schedule 3 – Corporate Management Advisory Services	Commercially sensitive	If a specified time, put that in. If something like ‘in perpetuity’ insert:  For the Head Agreement Period plus an additional seven years
2			

Note that the Service Provider’s hourly rates are listed in the table above and, as such, are the Service Provider’s Confidential Information. However, in accordance with clause 22.2.1(c) of this Head Agreement, this does not prevent Finance disclosing the Service Provider’s hourly rates to other Agencies who may wish to acquire Services from the Panel.

OR

The Service Provider did not identify any Service Provider’s Confidential Information.

# Schedule 10 – Deed of Variation

## Parties

- A. Commonwealth of Australia as represented by the Department of Finance ABN 61 970 632 495 (**Finance**); and
- B. [Name and ABN of Service Provider] (**Service Provider**)

## Recitals

- A. Finance and the Service Provider are party to the Head Agreement dated [insert date] for the provision of Services.
- B. The parties wish to vary the Head Agreement as provided by this Deed of variation.

The parties agree as follows:

The Head Agreement is varied in accordance with the terms set out below. Unless specifically stated in this Deed of Variation, all terms and conditions of the Head Agreement continue unaffected.

1.	Deed of Variation number	
2.	Raised by	
3.	Details of change (use attachments if required)	
4.	Implementation date of variation	
5.	Effect on services	
6.	Plan for implementing the change [if any]	
7.	Effect on price [if any]	
8.	Effect on service levels [if any]	
9.	Other relevant matters (e.g. transitional impacts)	



## Variation to Head Agreement:

[Insert description of variation]

**Signed** as a Deed on \_\_\_\_\_ (*insert date of this deed*).

**SIGNED, SEALED AND DELIVERED** for  
and on behalf of the Commonwealth of  
Australia, represented by the Department of  
Finance ABN 61 970 632 495 by:

\_\_\_\_\_  
Signature of Signatory

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Full name of Signatory

\_\_\_\_\_  
Full name of Witness

Date:

**SIGNED, SEALED AND DELIVERED** by  
[insert Service Provider's name and ABN] by  
the following persons in accordance with  
section 127 of the *Corporations Act 2001*  
(Cth):

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Director/Company Secretary

\_\_\_\_\_  
Full name of Director (print)

\_\_\_\_\_  
Full name of Director/Company Secretary

Date:

## Schedule 11 – Deed of Novation



**Australian Government**

---

**Department of Finance**

# **Deed of Novation**

Between

**the Commonwealth of Australia as represented by  
the Department of Finance**

and

**[insert name]**

and

**[insert name]**

**For the Provision of Management Advisory Services  
to the Australian Government**

**Contents**

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2. Novation of the Head Agreement .....90

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# Parties

The **COMMONWEALTH OF AUSTRALIA** as represented by the Department of Finance  
ABN 61 970 632 495 (**Finance**);

and

[Insert name, ABN and address of Service Provider] (**Outgoing Service Provider**);

and

[Insert name, ABN and address of Service Provider] (**Incoming Service Provider**);

## Background

- A. Finance has established a Management Advisory Services Panel for the Australian Government to which the Outgoing Service Provider has been appointed.
- B. The Management Advisory Services Panel arrangement for the Outgoing Service Provider is reflected in a Head Agreement between Finance and the Outgoing Service Provider.
- C. The Outgoing Service Provider desires to be released and discharged from the Management Advisory Services arrangement and Finance has agreed to release and discharge the Outgoing Service Provider upon the Incoming Service Provider assuming the obligations of the Outgoing Service Provider under the Head Agreement as a party in lieu of the Outgoing Service Provider.
- D. The parties have agreed to novate the Head Agreement on the terms and conditions contained in this Deed.

# Operative provisions

## 1. Definitions and interpretation

### 1.1. Definitions

- 1.1.1. In this deed, except where the contrary intention is expressed, the following definitions are used:

<b>ABN</b>	the Australian Business Number issued by the Australian Taxation Office.
<b>Agency</b>	(a) the following entities, organisations or persons authorised by Finance to obtain Services from the Service Provider under this Deed:  (i) a Non-corporate Commonwealth Entity; (ii) a corporate Commonwealth entity as defined by the PGPA Act; and  (b) any other entities authorised by Finance and advised in writing to the Service Provider from time to time.
<b>Commonwealth</b>	the Commonwealth of Australia.
<b>Contract</b>	a contract for the provision of Services formed between the Outgoing Service Provider and an Agency in accordance with the terms of the Head Agreement.
<b>Date of this Deed</b>	the date this Deed is signed by Finance.
<b>Deed</b>	this Deed of Novation between Finance, the Outgoing Service Provider and the Incoming Service Provider.
<b>Head Agreement</b>	the head agreement between Finance and the Outgoing Service Provider for Management Advisory Services for the Australian Government.
<b>Management Advisory Services Panel</b>	the Whole of Australian Government Management Advisory Services Panel established by Finance as a coordinated procurement.

All other capitalised terms used in this Deed have the same definition as in the Head Agreement.

### 1.2. Interpretation

- 1.2.1. In this Deed, except where the contrary intention is expressed:

- (a) a reference to Finance means Finance as a party to this Deed;

- (b) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (c) a reference to a clause, section or paragraph includes a reference to a subclause of that clause, subsection of that section or subparagraph of that paragraph;
- (d) a reference to a document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;
- (e) a reference to time is to the time in the place where the obligation is to be performed unless otherwise expressly stated;
- (f) another grammatical form of a defined word or expression has a corresponding meaning;
- (g) the singular includes the plural and vice versa, and a gender includes other genders;
- (h) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (i) a reference to a party is to a party to this Deed, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (j) headings are for ease of reference only and do not affect interpretation;
- (k) a reference to a matter being to the knowledge of a person means that the matter is to the best of the knowledge and belief of that person after proper inquiry including inquiry which a reasonable person would be prompted to make by reason of knowledge of a fact;
- (l) a reference to A\$, \$A, AUD, dollar or \$ is to Australian currency unless stated otherwise; and
- (m) this Deed must not be construed adversely to a party just because that party prepared it or caused it to be prepared.

---

## **2. Novation of the Head Agreement**

### **2.1. Rights and obligations of the Incoming Service Provider**

With effect from the Date of this Deed, the Incoming Service Provider:

- (a) is entitled to all rights and benefits under the Head Agreement to which, but for this Deed, the Outgoing Service Provider would have been entitled at and after the Date of this Deed;
- (b) must perform all obligations and discharge all liabilities under the Head Agreement which, but for this Deed, the Outgoing Service Provider would have been required to perform or discharge at and after the Date of this Deed; and
- (c) is bound by and must comply with all other provisions of the Head Agreement by which, but for this Deed, the Outgoing Service Provider would have been bound at and after the Date of this Deed,

as if the Incoming Service Provider had been a party to the Head Agreement instead of the Outgoing Service Provider.

## **2.2. Release of the Outgoing Service Provider**

With effect from the Date of this Deed, Finance releases the Outgoing Service Provider from all obligations and liabilities under the Head Agreement to be performed or discharged at or after the Date of this Deed.

## **2.3. Release of Finance**

With effect from the Date of this Deed, the Outgoing Service Provider releases Finance from all obligations and liabilities under the Head Agreement to be performed or discharged at or after the Date of this Deed.

## **2.4. Obligations and liabilities arising before the Date of this Deed**

Nothing in this Deed releases the Outgoing Service Provider, or Finance, from any obligation or liability under the Head Agreement arising before the Date of this Deed and the Incoming Service Provider does not assume any such obligation or liability.

---

# **3. Warranties**

## **3.1. Authority and capacity**

The Incoming Service Provider warrants to Finance that, as at the Date of this Deed:

- (a) it is a company properly incorporated and validly existing under the laws of Australia, has the legal right and full corporate power and capacity to execute, deliver and perform its obligations under this Deed and has obtained all necessary authorisations and consents and taken all other actions necessary to enable it to do so;
- (b) this Deed constitutes valid legal and binding obligations of the Incoming Service Provider in accordance with its terms;
- (c) the execution, delivery and performance of this Deed by the Incoming Service Provider does not and will not result in a breach of or constitute a default under:
  - (i) any agreement to which it is party;
  - (ii) any provision of its constitution; or
  - (iii) any law or regulation or any order or judgment of any court or regulatory authority to which it is a party or by which it is bound.

## **3.2. Reliance**

The Incoming Service Provider acknowledges that in entering into this Deed, Finance has relied on the warranties in clause 3.1.

---

# **4. General**

## **4.1. Amendments**

This Deed may only be varied by a deed executed by or on behalf of each party.



#### **4.2. Counterparts**

This Deed may be executed in counterparts. All executed counterparts constitute one document.

#### **4.3. Costs**

Except as otherwise provided in this Deed, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this Deed.

#### **4.4. Further acts and documents**

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this Deed.

---

### **5. Governing law and jurisdiction**

#### **5.1. Governing law**

This Deed is to be construed in accordance with, and any matter related to it is to be governed by, the law of the Australian Capital Territory, unless otherwise specified.

#### **5.2. Jurisdiction**

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory, Commonwealth courts having jurisdiction in that Territory and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Deed; and
- (b) waives any objection it may have now or in the future to the venue of any proceedings, and any claim it may have now or in the future that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 5.2(a).

# Deed of Novation

## Signing Page

**Signed** as a Deed on \_\_\_\_\_ (*insert date of this deed*).

**SIGNED, SEALED AND DELIVERED** for  
and on behalf of the Commonwealth of  
Australia, represented by the Department of  
Finance ABN 61 970 632 495 by:

\_\_\_\_\_  
Signature of Signatory

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Full name of Signatory

\_\_\_\_\_  
Full name of Witness

Date:

**SIGNED, SEALED AND DELIVERED** by  
[insert Outgoing Service Provider's name  
and ABN] by the following persons in  
accordance with section 127 of the  
*Corporations Act 2001* (Cth):

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Director/Company Secretary

\_\_\_\_\_  
Full name of Director (print)

\_\_\_\_\_  
Full name of Director/Company Secretary

Date:

**SIGNED, SEALED AND DELIVERED** by  
[insert Incoming Service Provider's name  
and ABN] by the following persons in  
accordance with section 127 of the  
*Corporations Act 2001* (Cth):

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Director/Company Secretary

\_\_\_\_\_  
Full name of Director (print)

\_\_\_\_\_  
Full name of Director/Company Secretary

Date:

# Schedule 12 – Personnel Classifications and Expected Work Level Standards

Personnel classification	Expected work level standard
<b>Level 6</b>	<p>A Level 6 classification is fully responsible for the Service Provider's delivery of all aspects of the Ordered Services.</p> <p>A Level 6 is fully accountable for actions taken and decisions made, both by themselves and other Service Provider Personnel assigned work in connection with the Ordered Services.</p> <p>A Level 6 will have a broad and deep knowledge of the Service Category under which the Services relate.</p> <p>It is expected that a Level 6 would hold, as a minimum, undergraduate and post graduate degrees relevant to the area(s) of specialisation or similarly regarded qualification or have extensive relevant experience. A Level 6 may hold professional body senior membership, and professional body certifications.</p>
<b>Level 5</b>	<p>A Level 5 classification has authority and accountability for the delivery of the Ordered Services. A Level 5 will oversee the work of a Level 4 and Level 3.</p> <p>A Level 5 will have a deep understanding of their own specialisation(s) within a Service Category, and performs highly complex work activities.</p> <p>It is expected that a Level 5 would hold undergraduate and post graduate degrees relevant to the area(s) of specialisation or similarly regarded qualification or have extensive relevant experience. A Level 5 may hold professional body certification in area(s) of specialisation.</p>
<b>Level 4</b>	<p>A Level 4 is fully responsible for meeting allocated tasks and is responsible for the assignment of tasks and/or responsibilities in the delivery of the Ordered Services.</p> <p>A Level 4 performs an extensive range and variety of work activities within their own area(s) of specialisation in the delivery of the Ordered Services.</p> <p>It is expected that a Level 4 would hold an undergraduate degree relevant to the area(s) of specialisation or similarly regarded qualification or substantial relevant experience. A Level 4 may hold professional body certification in area(s) of specialisation.</p>
<b>Level 3</b>	<p>A Level 3 works under broad direction, often self-initiated, and is responsible for meeting allocated tasks relating to the Ordered Services. A Level 3 will oversee the work of a Level 2 and Level 1.</p> <p>A Level 3 performs a range and variety of work activities within their own area(s) of specialisation in the delivery of the Ordered Services.</p> <p>It is expected that a Level 3 would hold an undergraduate degree relevant to the area(s) of specialisation or similarly regarded qualification or substantial relevant experience. A Level 3 may be a member of a professional body in area(s) of specialisation.</p>

**Level 2**

A Level 2 works under general direction within a clear framework of accountability for their area of responsibility. A Level 2 uses their own discretion when resolving minor problems or external enquiries.

A Level 2 has a good understanding of their own specialisation(s) within a Service Category and performs routine work activities.

It is expected that a Level 2 would hold an undergraduate degree relevant to the area(s) of specialisation or similarly regarded qualification or have adequate relevant experience.

**Level 1**

A Level 1 may be at the beginning of their consulting career and will typically do work to support Level 2, Level 3 and Level 4 in data collection and analysis, workshop support, etc.

A Level 1 has a sound generic, domain and specialist knowledge and performs work under supervision.

It is expected that a Level 1 would hold an undergraduate degree or similarly regarded qualification or adequate relevant experience.

# Signing Page

## Executed as a Deed

**SIGNED, SEALED AND DELIVERED** for )  
and on behalf of the Commonwealth of )  
Australia, represented by the Department )  
of Finance ABN 61 970 632 495 by: )

\_\_\_\_\_  
Name of signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

In the presence of:

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Signature of witness

**SIGNED, SEALED AND DELIVERED** by  
[insert Service Provider's name and ABN] by  
the following persons in accordance with  
section 127 of the *Corporations Act 2001*  
(Cth):

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Director/Company Secretary

\_\_\_\_\_  
Name of Director (print)

\_\_\_\_\_  
Name of Director/Company Secretary (print)

\_\_\_\_\_  
Date

**OR**

**SIGNED, SEALED AND DELIVERED** for and  
on behalf of [insert Service Provider's name  
and ABN] under power of attorney dated  
[***INSERT date of power of attorney***]:

In the presence of:

---

Signature of Attorney

---

Signature of witness

---

Name of Attorney (print)

---

Name of witness (print)

---

Date



s 47F(1)

s 22(1), s 47F(1)

**From:** Yaso Arumugam <Yaso.Arumugam@naa.gov.au>

**Sent:** Friday, December 6, 2019 12:12 PM

**To:** s 47F(1) @naa.gov.au; s 47F(1) @naa.gov.au; Procurement  
<Procurement@naa.gov.au>; s 47F(1) @naa.gov.au

**Subject:** FW: For Action: POC12399 Engagement of Independent Chair for PMC - Procurement Plan [SEC=OFFICIAL]

OFFICIAL

s 47F(1)

Thanks and I approve the procurement.



s 47F(1) does this also need your approval as it crosses FYs. DG has requested this procurement and approved the costs for an initial term of 12months.

Thanks

Yaso

**OFFICIAL**

**From:** s 47F(1) @naa.gov.au>  
**Sent:** Friday, December 6, 2019 12:04 PM  
**To:** Yaso Arumugam <Yaso.Arumugam@naa.gov.au>  
**Cc:** s 47F(1) @naa.gov.au>; Procurement <Procurement@naa.gov.au>  
**Subject:** RE: For Action: POC12399 Engagement of Independent Chair for PMC - Procurement Plan [SEC=OFFICIAL]

**OFFICIAL**

Hi Yaso

I refer you to the attached POC12399 Engagement of Independent Chair for PMC – draft Procurement Plan

If you are satisfied with the content, please approve in line with s23 of the PGPA Act.

Kind Regards

s 47F(1)

Procurement Officer, Business Engagement



t +61 2 6212 3657  
s 47F(1) @naa.gov.au  
Kings Avenue, Parkes ACT 2600  
PO Box 4924 Kingston ACT 2604 | naa.gov.au

**From:** Yaso Arumugam <Yaso.Arumugam@naa.gov.au>  
**Sent:** Thursday, December 5, 2019 1:33 PM  
**To:** s 47F(1) @naa.gov.au>  
**Cc:** s 47F(1) @naa.gov.au>; Procurement <Procurement@naa.gov.au>  
**Subject:** Re: For Action: PMC chair procurement [SEC=OFFICIAL:Sensitive]

Thanks s 47F(1) and please progress. Let's make the start date 15/1.

Yaso

---  
Sent from Workspace ONE Boxer

On 5 December 2019 at 12:50:31 pm AEDT, s 47F(1) @naa.gov.au> wrote:

**OFFICIAL:Sensitive**

Hi Yaso

I will commence drafting the relevant paperwork and will send it on to you for review and s23 approval under the PGPA Act.

Please note as follows

- A Commonwealth Contract will need to be drafted for Mr Clive Lines of Conrick Consulting
- The contract can commence 6 January 2020 – 5 January 2021 for the 12 month period if that suits your requirements?

s 22(1)

Kind Regards

s 47F(1)

Procurement Officer, Business Engagement



t +61 2 6212 3657  
e s 47F(1) @naa.gov.au  
Kings Avenue, Parkes ACT 2600  
PO Box 4924 Kingston ACT 2604 | naa.gov.au

OFFICIAL:Sensitive  
OFFICIAL

From: Yaso Arumugam <Yaso.Arumugam@naa.gov.au>

Sent: Wednesday, December 4, 2019 8:51 AM

To: s 47F(1) @naa.gov.au; Procurement <Procurement@naa.gov.au>

Cc: s 47F(1) @naa.gov.au

Subject: Re: PMC chair procurement [SEC=OFFICIAL:Sensitive]

OFFICIAL:Sensitive

Hi s 47F(1)

Will appreciate your assistance with this procurement of services. I currently chair the PMC and have asked for a rotation. DG and I have decided that it might be worth bringing in an independent external consultant to take on the role as PMC chair as it gives a level independent assurance that we might not achieve with

internal staff. The DG suggested Mr Clive Lines as the possible candidate. I have since been in touch with Clive and he has agreed to take on the role subject to procurement approval.

The procurement could be through Conrick Consulting to provide project management committee chairing services s 47(1)(b)

s 47(1)(b)

There would be no additional cost for prep time or travel, those activities would simply be part of the activities the company would undertake in order to meet the contract to provide chairing services. The only other cost would be accommodation, s 47C(1)

s 47C(1)

s 22(1), s 47(1)(b)

Based on all of this, can you please prepare the paperwork?

Please let me know if you require further information.

Many thanks

Yaso

**OFFICIAL:Sensitive**

**Commonwealth Contract – Consultancy Services**



**Australian Government**

**Commonwealth Contract – Consultancy Services**

Reference ID: POC12399

**Customer**

Customer Name:	National Archives of Australia
Customer ABN:	36 889 228 992
Address:	Kings Avenue Parkes ACT 2600

**Supplier**

Full Name of the Legal Entity:	Conrick Consulting Pty Ltd
Supplier ABN:	92 624 814 302
Address:	47 Windward Close Tuross Head NSW 2537

## Commonwealth Contract – Consultancy Services

### Statement of Work

#### C.A.1 Key Events and Dates

This Contract commences on the Contract Start Date or the date this Contract is executed, whichever is the latter, and continues for the Contract Term unless:

- a) it is terminated earlier; or
- b) the Customer exercises the Contract Extension Option, in which case this Contract will continue until the end of the extended time (unless it is terminated earlier).

Event	Details
Contract Start Date:	Wednesday, 15 January 2020
Contract Term:	This Contract will end on Thursday, 14 January 2021.
Contract Extension Option:	This Contract includes the following extension option(s): The contract may be extended for periods of up to 12 months each, subject to the NAA business requirements.

# Commonwealth Contract – Consultancy Services

## C.A.2 The Requirement

The National Archives of Australia (NAA) requires the services of an independent external consultant to chair the Project Management Committee (PMC) for a period of 12 months.

The committee currently meets six times per year.

The chairperson will ensure that the PMC functions properly, that there is full participation during meetings all relevant matters are discussed and decisions are made and carried out.

### C.A.2(a) Standards

The Supplier must ensure that any goods and services provided under this Contract comply with all applicable Australian standards (or in its absence an international standard) including any requirements or standards specified in this Statement of Work. If requested by the Customer, the Supplier must enable the Customer, or an independent assessor, to conduct periodic audits to confirm compliance with all applicable Australian or international standards, including, but not limited to, those specified in this Statement of Work.

### Web Content Accessibility

As applicable, the Supplier must ensure that any website, associated material and/or online publications (where applicable) complies with the Web Content Accessibility Guidelines available at:

<https://www.w3.org/WAI/intro/wcag>.

### C.A.2(b) Security Requirements

The cost of obtaining each security clearance will be borne by the Customer. The Supplier must ensure that its Specified Personnel promptly provide to the Customer relevant details to assist with the security clearance process, and the Supplier must notify the Customer promptly in writing of any change in circumstances which is likely to affect the Customer's assessment of the Specified Personnel's entitlement to hold a security clearance.

Supplier personnel are required to be cleared to a minimum level baseline.

### C.A.2(c) Work Health and Safety

Prior to commencement of this Contract, the Customer's Contract Manager and the Supplier's Contract Manager will identify any potential Work Health and Safety issues anticipated to arise during the term of this contract and assign management of each issue identified to the party best able to manage it.

The Supplier will provide the Customer with a plan for approval (if required).

Throughout the Contract Term, the Customer and the Supplier will proactively identify and cooperate to manage any Work Health and Safety issues that arise.

### C.A.2(d) Delivery and Acceptance

Where the Customer rejects any deliverables under Clause C.C.11 [*Delivery and Acceptance*] the Customer will specify a timeframe in which the Supplier is required to rectify deficiencies, at the Supplier's cost, so that the deliverables meet the requirements of this Contract. The Supplier must comply with any such requirement. Rectified deliverables are subject to acceptance under Clause C.C.11 [*Delivery and Acceptance*].

The Supplier will refund all payments related to the rejected deliverables unless the relevant deliverables are rectified and accepted by the Customer.

If the Supplier is unable to meet the Customer's timeframe, the Customer may terminate this Contract in accordance with Clause C.C.16 [*Termination for Cause*].

## Commonwealth Contract – Consultancy Services

### C.A.2(e) Meetings

The Supplier is required to attend meetings as follows:

Meeting Type	Position Required	Frequency	Teleconference/ Onsite	Location
Project Management Committee	Chairperson	six times per year	On-site	NAA Parkes, ACT

### C.A.2(f) Facilities and Assistance Offered by the Customer

Not applicable

### C.A.2(g) Customer Material

The Customer will provide the necessary material to perform the role of the chair.

### C.A.2(h) Conflicts of Interest

The Supplier has declared that it has no actual, perceived or potential conflicts of interest relevant to the performance of its obligations under this Contract.

### C.A.2(i) Public Interest Disclosure

Public officials (including service providers under a Commonwealth contract) who suspect wrongdoing within the Commonwealth public sector can raise their concerns under the *Public Interest Disclosure Act 2013* (PID Act). Prior to making a disclosure, refer to information available at: <http://www.ombudsman.gov.au/about/making-a-disclosure/information-for-disclosers>.

All Public Interest Disclosure matters (relating to this procurement) should be referred to:

Name/Position:	s 47F(1)
Email Address:	s 47F(1) @naa.gov.au
Telephone:	02 6212 3996

### C.A.2(j) Complaints Handling

Any complaints relating to this procurement should be referred to:

Name/Position:	s 47F(1)
Email Address:	s 47F(1) @naa.gov.au
Telephone:	02 6212 6274



## Commonwealth Contract – Consultancy Services

### C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed **\$21,000.00(excl GST)** as set out below.

#### Fixed Price (including all expenses)

Due Date	Milestone Description	Total Price GST Exclusive	GST Component	Total Price GST Inclusive
1/12/2020	Project Management committee Chair – up to six meetings per year  s 47(1)(b)  s 47(1)(b)	\$21,000.00	N/A	\$21,000.00

**Total Fixed Price for Services \$21,000.00 GST exclusive**

### C.A.3(a) Payment Schedule

Progress payments of the *Fixed Fees and Charges* (inclusive of any GST and all taxes and charges) will be made as follows:

Milestone Description	Quantity
On-boarding	1 day@ s 47(1)(b)(ex GST)
Payment will be made at the completion of each committee meeting chaired upon receipt of fully rendered invoice.	1 meeting @ s 47(1)(b) (ex GST)

Travel expenses are built into the total price per committee meeting.

The NAA will not reimburse the supplier for the cost of accommodation without the prior written approval from the contract manager. This will only occur in exceptional circumstances.



## Commonwealth Contract – Consultancy Services

### C.A.4 Contract Managers and Addresses for Notices

Contract Managers are responsible for issuing or accepting any written Notices under this Contract and are the contact points for general liaison.

#### C.A.4(a) Customer's Contract Manager:

The person occupying the position of: s 47F(1)  
Currently: Director, Business Engagement  
Telephone: 02 6212 3438  
Email Address: s 47F(1)@naa.gov.au  
Postal Address: Kings Avenue  
Parkes ACT 2600

#### C.A.4(b) Customer's Address for Invoices:

Addressee Name/Position Title: s 47F(1)  
Telephone: 02 6212 3740  
Email Address: ICT.Governance@naa.gov.au  
PO Box 4924  
Kingston ACT 2604

*The Customer's preferred method of invoicing is by email.*

#### C.A.4(d) Supplier's Address for Notices

Name: Mr Clive Lines  
Position Title: Principal Consultant, Conrick Consulting Pty Ltd  
Email Address: s 47F(1)@gmail.com  
Postal Address: 47 Windward Close  
Tuross Head NSW 2537  
Telephone: s 47F(1)

## Commonwealth Contract – Consultancy Services

### C.A.5 Specified Personnel

Position/Role	Name	Current Security Clearance Level	Percentage of Total Project Time
PMC Chairperson	Mr Clive Lines	PVTS	100%

### C.A.6 Subcontractors

None Specified

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# Commonwealth Contract – Consultancy Services

## Additional Contract Terms

An executed contract will incorporate the Commonwealth Contract Terms and also the following Additional Contract Terms:

### C.B.1 Intellectual Property

For the purposes of this clause, "Intellectual Property Rights" means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are current or future or registered or capable of being registered, including without limitation in relation to, copyright, designs, trade marks (including unregistered marks), business and company names, domain names, database, circuit layouts, patents, inventions, discoveries, know-how, trade secrets and confidential information, but excluding Moral Rights.

The Customer owns the Intellectual Property Rights in the Material created under this Contract.

To the extent the Supplier or a third party holds any Intellectual Property Rights in any existing Material, the Supplier hereby agrees to licence the Customer to enable the Customer to exercise full rights and interests in the Intellectual Property Rights in any Material provided under this Contract. The Supplier agrees to create, execute or sign any documents and perform all acts which may be necessary to allow the use of those rights by the Customer for any purpose.

The Customer grants to the Supplier a non-exclusive, non-transferable, irrevocable, royalty-free licence for this Contract Term to exercise the Intellectual Property Rights in the Material for the sole purpose of fulfilling its obligations under this Contract. The licence in this clause is subject to any conditions or limitations of third parties that the Customer notifies to the Supplier.

Intellectual Property Rights in Goods provided under this Contract or pre-existing Intellectual Property of the Supplier, set out below (if any), will not change as a result of this Contract.

### Pre-Existing Intellectual Property of the Supplier

Not Applicable

### C.B.2 Confidential Information of the Supplier

Not Applicable

### C.B.3 Interest on Late Payments

The Customer must pay the amount of a Correctly Rendered Invoice to the Supplier within twenty (20) calendar days after receiving it, or if this day is not a business day, on the next business day.

If the total value of this Contract (as amended from time-to-time) is not more than \$A1 million (GST inclusive) and the Customer fails to make a payment to the Supplier by the business day it is due, provided the amount of interest payable under this clause exceeds \$100, the Customer will pay the unpaid amount plus interest on the unpaid amount.

Interest payable under this clause will be simple interest calculated in respect of each calendar day from the day after the amount was due and payable, up to and including the day that the Customer effects payment, calculated using the General Interest Charge Rate formula available at the Australian Taxation Office website.

# Commonwealth Contract – Consultancy Services

## Commonwealth Contract Terms

### C.C.1 Background:

The Customer requires the provision of certain Goods and/or Services. The Supplier has fully informed itself on all aspects of the Customer's requirements and has responded representing that it is able to meet the Statement of Requirement.

Some terms used in these *Commonwealth Contract Terms* have been given a special meaning. Their meanings are set out either in the *Commonwealth Contracting Suite Glossary* or in the relevant *Commonwealth Contract*.

### C.C.2 Relationship of the Parties:

Neither party is the employee, agent, officer or partner of the other party nor, by virtue of this Contract, authorised to bind or represent the other party.

The Supplier must ensure that its officers, employees, agents or Subcontractors do not represent themselves as being an officer, employee, partner or agent of the Customer.

In all dealings related to the Contract, the parties agree to:

- (a) communicate openly with each other and cooperate in achieving the contractual objectives; and
- (b) act honestly and ethically; and
- (c) comply with reasonable commercial standards of fair conduct; and
- (d) consult, cooperate and coordinate activities to identify and address any overlapping work health and safety responsibilities aimed at ensuring the health and safety of workers and workplaces; and
- (e) comply with all reasonable directions and procedures relating to work health and safety, record keeping and security in operation at each other's premises or facilities whether specifically informed or as might reasonably be inferred from the circumstances.

### C.C.3 Conflict of Interest:

The Supplier has either declared any real or perceived conflicts of interest that might arise; or states that no conflicts of interest exist, or are anticipated, relevant to the performance of its obligations under the Contract.

If any conflict or potential conflict arises during the Contract Term, the Supplier will immediately notify the Customer and comply with any reasonable Notice given to the Supplier by the Customer in relation to the conflict. As soon as practicable, any verbal advice must be followed by written confirmation.

### C.C.4 Precedence of Documents:

The Contract is comprised of:

- (a) *Additional Contract Terms* (if any);
- (b) *Statement of Work*;
- (c) *Commonwealth Contract Terms*;
- (d) *Commonwealth Contracting Suite Glossary*; and
- (e) *Contract Annex 1 – Supplementary information* (if any),

unless otherwise agreed in writing between the parties.

If there is ambiguity or inconsistency between documents comprising the Contract, the document appearing higher in the list will have precedence.

The Contract may be signed and dated by the parties on separate, but identical, copies. All signed copies constitute one (1) Contract.

### C.C.5 Governing Law:

The laws of the Australian Capital Territory apply to the Contract.

### C.C.6 Entire Agreement:

The Contract represents the Parties' entire agreement in relation to the subject matter, at the time this Contract was entered.

Anything that occurred before the making of this Contract shall be disregarded (unless incorporated into the Contract in writing). However, the Supplier represents that the claims made in its Response to the ATM were correct when made and remain correct.

The Parties agree that no agreement or understanding varying or extending the Contract will be legally binding upon either Party unless in writing and agreed by both Parties.

If either Party does not exercise (or delays in exercising) any of its contractual rights, that failure or delay will not prejudice those rights.

### C.C.7 Survival:

All Additional Contract Terms (if any), plus Clauses C.C. 14 [*Liability of the Supplier*], C.C.17 [*Supplier Payments*], C.C.20 [*Transition Out*], C.C.22 [*Compliance with Commonwealth Laws and Policies*], C.C.22(A) [*Access to Supplier's Premises and Records*], C.C.22(F) [*Fraud*] survive termination or expiry of the Contract.

### C.C.8 Notices:

A Notice is deemed to be effected:

- (a) if delivered by hand - upon delivery to the relevant address;
- (b) if sent by registered post - upon delivery to the relevant address; or
- (c) if transmitted electronically - upon actual delivery as evidenced by an acknowledgement of receipt from the recipient's system by any means (including by means of delivery receipt).

A Notice received after 5.00 pm, or on a day that is not a working day in the place of receipt, is deemed to be effected on the next working day in that place.

### C.C.9 Assignment:

The Supplier may not assign any rights under the Contract without the Customer's written consent. To seek consent, the Supplier must provide the Customer with a Notice, which includes full details of the proposed assignee and the rights the Supplier proposes to assign.

To decline consent, the Customer must provide a Notice to the Supplier, setting out its reasons, within twenty-eight (28) calendar days of receiving the Notice seeking consent. Otherwise, the Customer is taken to have consented.

### C.C.10 Subcontracting:

Subcontracting any part of, or the entire Supplier's obligations under the Contract, will not relieve the Supplier from any of its obligations under the Contract.

The Supplier must ensure that Subcontractors specified in Item C.A.6 [*Subcontractors*] (if any) perform that part of the Services Specified in that item. Unless otherwise agreed by the Customer (in writing) the Supplier must not subcontract any part of its obligations under the Contract other than to Subcontractors named in Item C.A.6. The Supplier must ensure that specified Subcontractors (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.

At the Customer's request, the Supplier, at no additional cost to the Customer, must promptly remove from involvement in the Contract any Subcontractor that the Customer reasonably considers should be removed.

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The Supplier must make available to the Customer the details of all Subcontractors engaged to provide the Goods and/or Services under the Contract. The Supplier acknowledges that the Customer may be required to publicly disclose such information.

The Supplier must ensure that any subcontract entered into by the Supplier, for the purpose of fulfilling the Supplier's obligations under the Contract, imposes on the Subcontractor the same obligations that the Supplier has under the Contract (including this requirement in relation to subcontracts).

### C.C.11 Delivery and Acceptance:

The Supplier must provide the Goods and/or Services as specified in the *Statement of Work* and meet any requirements and standard specified in the *Statement of Work*.

The Supplier must promptly notify the Customer if the Supplier becomes aware that it will be unable to provide all or part of the Goods and/or Services specified in the *Statement of Work* and advise the Customer when it will be able to do so.

Any Goods must be delivered free from any security interest. Unless otherwise stated in the Contract, Goods must be new and unused. Any Services must be provided to the higher of the standard that would be expected of an experienced, professional supplier of similar services and any standard specified in the *Statement of Work*.

The Customer may reject the Goods and/or Services within fourteen (14) calendar days after delivery or such longer period specified in the Contract at Item C.A.2(d) *[Delivery and Acceptance]*, if the Goods and/or Services do not comply with the requirements of the Contract ("Acceptance Period").

If during the Acceptance Period circumstances outside the Customer's reasonable control cause a delay in the Customer's evaluation of the compliance of the Goods and/or Services with the Contract, the Customer may give the Supplier a Notice before the end of the original Acceptance Period, setting out the reason for the delay and the revised Acceptance Period date (which must be reasonable having regard to the circumstances causing the delay).

If the Customer does not notify the Supplier of rejection within the Acceptance Period (as extended if applicable), the Customer will be taken to have accepted the Goods and/or Services, though the Customer may accept the Goods and/or Services sooner. Title to Goods transfers to the Customer only on acceptance.

If the Customer rejects the Goods and/or Services, the Customer must issue a Notice clearly stating the reason for rejection and the remedy the Customer requires. No payment will be due for rejected Goods and/or Services until their acceptance.

### C.C.12 Licences Approvals and Warranties:

At no cost to the Customer, the Supplier must obtain and maintain all Intellectual Property Rights, licences or other approvals required for the lawful provision of the Goods and/or Services and arrange any necessary customs entry for any Goods.

The Supplier must provide the Customer with all relevant third Party warranties in respect of Goods. If the Supplier is a manufacturer, the Supplier must provide the Customer with all standard manufacturer's warranties in respect of the Goods it has manufactured and supplied.

To the extent permitted by laws and for the benefit of the Customer, the Supplier consents, and must use its best endeavours to ensure that each author of Material consents in writing, to the use by the Customer of the Material, even if the use may otherwise be an infringement of their Intellectual Property Rights and/or Moral Rights.

### C.C.13 Specified Personnel:

The Supplier must ensure that the Specified Personnel set out in Item C.A.5 *[Specified Personnel]* (if any) perform the part of the Services specified in that item. The Supplier must ensure that Specified Personnel (if any) are not replaced without the prior written consent of the Customer. The Customer's written consent will not be unreasonably withheld.

At the Customer's reasonable request, the Supplier, at no additional cost to the Customer, must as soon as reasonably practicable replace any Specified Personnel that the Customer reasonably considers:

- (a) is not performing the Supplier's obligations under the Contract to the standard or within the timeframe reasonably required by the Customer;
- (b) is not a fit and proper person; or
- (c) is not suitably qualified to perform the Services.

Any Specified Personnel must be replaced with personnel that are acceptable to the Customer.

### C.C.14 Liability of the Supplier:

The Supplier will indemnify the Customer and its officials against any claim, loss or damage arising in connection with any negligent or wilful breach of the Supplier's obligations or representations under the Contract.

The Supplier's obligation to indemnify the Customer and its officials will reduce proportionally to the extent that any act or omission, on the part of the Customer or its officials contributed to the claim, loss or damage.

The Supplier's liability under this clause shall not exceed the maximum applicable amount that applies to the claim loss or damage under a scheme operating under Schedule 4 of the *Civil Law (Wrongs) Act 2002 (ACT)*, or any corresponding State, Territory or Commonwealth legislation, that limits the civil liability of members of particular professions arising from the performance of their professional services, where the Supplier is a member of that scheme, and where that scheme applies to the Goods and/or Services delivered under the Contract.

The Supplier will maintain adequate insurances for the Contract and provide the Customer with proof when reasonably requested.

### C.C.15 Termination or Reduction for Convenience:

In addition to any other rights either party has under the Contract,

- (a) the Customer acting in good faith, may at any time; or
- (b) the Supplier, acting in good faith, may notify that it wishes to, terminate the Contract or reduce the scope or quantity of the Goods and/or Services by providing a Notice to the other Party.

If the Supplier issues a Notice under this clause, the Supplier must comply with any reasonable directions given by the Customer. The Contract will terminate, or the scope will be reduced in accordance with the Notice, when the Supplier has complied with all of those directions.

If the Customer issues a Notice under this clause, the Supplier must stop or reduce work in accordance with the Notice and comply with any reasonable directions given by the Customer.

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In either case, the Supplier must mitigate all loss and expenses in connection with the termination or reduction in scope (including the costs of its compliance with any directions). The Customer will pay the Supplier for Goods and/or Services accepted in accordance with clause C.C.11 [Delivery and Acceptance] and item C.A.2(d) [Delivery and Acceptance] before the effective date of termination or reduction.

If the Customer issues a Notice under this clause, the Customer will also pay the Supplier for any reasonable costs the Supplier incurs that are directly attributable to the termination or reduction, provided the Supplier substantiates these costs to the satisfaction of the Customer.

Under no circumstances will the total of all payments to the Supplier exceed the Contract Price. The Supplier will not be entitled to loss of anticipated profit for any part of the Contract not performed.

### C.C.16 Termination for Cause:

The Customer may issue a Notice to immediately terminate or reduce the scope of the Contract if:

- (a) the Supplier does not deliver the Goods and/or Services as specified in the Contract, or notifies the Customer that the Supplier will be unable to deliver the Goods and/or Services as specified in the Contract;
- (b) the Customer rejects the Goods and/or Services in accordance with clause C.C.11 [Delivery and Acceptance] and the Goods and/or Services are not remedied as required by the Notice of rejection;
- (c) the Supplier breaches a material term of the Contract and the breach is not capable of remedy;
- (d) the Supplier does not remediate a material breach of the Contract which is capable of remediation within the period specified by the Customer in a Notice of default issued to the Supplier; or
- (e) subject to the Customer complying with any requirements in the Corporations Act 2001 (Cth), the Supplier:
  - (i) is unable to pay all its debts when they become due;
  - (ii) if incorporated – has a liquidator, receiver, administrator or other controller appointed or an equivalent appointment is made under legislation other than the Corporations Act 2001 (Cth); or
  - (iii) if an individual – becomes bankrupt or enters into an arrangement under Part IX or Part X of the Bankruptcy Act 1966 (Cth).

Termination of the Contract under this clause does not change the Customer's obligation to pay any Correctly Rendered Invoice.

### C.C.17 Supplier Payments:

If the Supplier is required to submit an invoice to trigger payment, the invoice must be a Correctly Rendered Invoice.

The Supplier must promptly provide to the Customer such supporting documentation and other evidence reasonably required by the Customer to substantiate performance of the Contract by the Supplier.

Payment of any invoice is payment on account only, and does not substantiate performance of the Contract.

If the Supplier owes any amount to the Customer in connection with the Contract, the Customer may offset that amount, or part of it, against its obligation to pay any Correctly Rendered Invoice.

### C.C.18 Dispute Resolution:

For any dispute arising under the Contract both the Supplier and the Customer agree to comply with (a) to (d) of this clause sequentially:

- (a) both Contract Managers will try to settle the dispute by direct negotiation;
- (b) if unresolved, the Contract Manager claiming that there is a dispute will give the other Contract Manager a Notice setting out details of the dispute and proposing a solution;
- (c) if the proposed solution is not accepted by the other Contract Manager within five (5) business days, each Contract Manager will nominate a more senior representative, who has not had prior direct involvement in the dispute. These representatives will try to settle the dispute by direct negotiation;
- (d) failing settlement within a further ten (10) business days, the Customer will, without delay, refer the dispute to an appropriately qualified mediator selected by the Customer or, at the Customer's discretion, to the chairperson of an accredited mediation organisation to appoint a mediator, for mediation to commence within fifteen (15) business days of the request.

Representatives for the Supplier and the Customer must attend the mediation. The nominated representatives must have the authority to bind the relevant party and act in good faith to genuinely attempt to resolve the dispute.

The Customer and the Supplier will each bear their own costs for dispute resolution. The Customer will bear the costs of a mediator.

If the dispute is not resolved within thirty (30) business days after mediation commences, either the Supplier or the Customer may commence legal proceedings.

Despite the existence of a dispute, the Supplier will (unless requested in writing by the Customer not to do so) continue their performance under the Contract.

This procedure for dispute resolution does not apply to action relating to clause C.C.16 [Termination for Cause] or to legal proceedings for urgent interlocutory relief.

### C.C.19 Transition In:

The Supplier must perform all tasks reasonably required to facilitate the smooth transition of the provision of the Goods and/or Services from any outgoing supplier to the Supplier.

### C.C.20 Transition Out:

If the Contract expires or is terminated under clause C.C.16 [Termination for Cause] the Supplier must comply with any reasonable directions given by the Customer in order to facilitate the smooth transition of the provision of the Goods and/or Services to the Customer or to another supplier nominated by the Customer.

### C.C.21 Compliance with Laws:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with the laws from time to time in force in any jurisdiction in which any part of the Contract is performed.

### C.C.22 Compliance with Commonwealth Laws and Policies:

The Supplier must comply with, and ensure its officers, employees, agents and subcontractors comply with all Commonwealth laws and policies relevant to the Goods and/or Services.

If the Supplier becomes aware of any actual or suspected breach of the requirements set out in clauses A to G below, it must:

Handwritten signature and date: 17/12/19

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- (a) immediately report it to the Customer and provide a written report on the matter within five (5) business days; and
- (b) comply with any reasonable directions by the Customer in relation to any investigation or further reporting of the actual or suspected breach.

**A. Access to Supplier's Premises and Records:** The Supplier must maintain proper business and accounting records relating to the supply of the Goods and/or Services and performance of the Contract.

The Supplier agrees to provide to the Customer, or its nominee, access to the Supplier's, or its Subcontractor's premises, personnel, documents and other records, and all assistance reasonably requested, for any purpose associated with the Contract or any review of the Supplier's or the Customer's performance under the Contract, including (but not limited to) in connection with a request made under the *Freedom of Information Act 1982* (Cth) or audit or review by the Australian National Audit Office. Unless the access is required for the purpose of a criminal investigation into the Supplier, its employees or subcontractors, the Customer will reimburse the Supplier's substantiated reasonable cost for complying with the Customer's request.

The Supplier must not transfer, or permit the transfer of, custody or ownership, or allow the destruction, of any Commonwealth record (as defined in the *Archives Act 1983* (Cth)) without the prior written consent of the Customer. All Commonwealth records, including any held by Subcontractors, must be returned to the Customer at the conclusion of the Contract.

**B. Privacy Act 1988 (Cth) Requirements:** In providing the Goods and/or Services, the Supplier agrees to comply, and to ensure that its officers, employees, agents and subcontractors comply with the *Privacy Act 1988* (Cth) and not to do anything, which if done by the Customer would breach an Australian Privacy Principle as defined in that Act.

**C. Confidential Information:** Other than information available in the public domain, the Supplier agrees not to disclose to any person, other than the Customer, any confidential information relating to the Contract or the Goods and/or Services, without prior written approval from the Customer. This obligation will not be breached where the Supplier is required by law or a stock exchange to disclose the relevant information or where the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation).

The Customer may at any time require the Supplier to arrange for its employees, agents or subcontractors to give a written undertaking relating to non-disclosure of the Customer's confidential information in a form acceptable to the Customer.

The Customer will keep any information in connection with the Contract confidential to the extent it has agreed in writing to keep such specified information confidential. The Customer will not be in breach of any confidentiality agreement if the Customer is required to disclose the information by law, a Minister or a House or Committee of Parliament.

**D. Security and Safety:** When accessing any Commonwealth place, area or facility, the Supplier must comply with any security and safety requirements notified to the Supplier by the Customer or of which the Supplier is, or should reasonably be aware. The Supplier must ensure that its officers, employees, agents and subcontractors are aware of, and comply with, such security and safety requirements.

The Supplier must ensure that all information, material and property provided by the Customer for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and is returned as directed by the Customer.

The Supplier acknowledges that unauthorised disclosure of security-classified information is an offence. Legislation (including, but not limited to, the *Criminal Code Act 1995* (Cth)) contains provisions relating to the protection of certain information and sets out the penalties for the unauthorised disclosure of that information.

**E. Criminal Code:** The Supplier acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995* (Cth). The Supplier must ensure that any subcontractor engaged in connection with the Contract is aware of the information contained in this clause.

**F. Fraud:** For the purposes of this clause, Fraud means dishonestly obtaining a benefit from the Commonwealth or causing a loss to the Commonwealth by deception or other means.

The Supplier must take all reasonable steps to prevent and detect Fraud in relation to the performance of this Contract. The Supplier acknowledges the occurrence of Fraud will constitute a breach of this Contract.

If an investigation finds that the Supplier or its employees have committed Fraud, or the Supplier has failed to take reasonable steps to prevent Fraud by an employee or subcontractor, the Supplier must reimburse or compensate the Customer in full.

**G. Taxation:** The Supplier agrees to comply, and to require its subcontractors to comply, with all applicable laws relating to taxation.



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# Commonwealth Contract – Consultancy Services

## Commonwealth Contracting Suite (CCS) Glossary

### In the Commonwealth Contracting Suite:

A reference to:

- a) a clause in the form A.A.[x] – is a reference to a clause of the **Approach to Market**
- b) a clause in the form A.B.[x] – is a reference to a clause of the **Commonwealth ATM Terms**
- c) an item in the form C.A.[x] – is a reference to an item in the **Statement of Work**
- d) a clause in the form C.B.[x] – is a reference to a clause in the **Additional Contract Terms**
- e) a clause in the form C.C.[x] – is a reference to a clause of the **Commonwealth Contract Terms** or the **Commonwealth Purchase Order Terms**, as the case may be.

**“Additional Contract Terms”** means the terms and conditions set out in the section of the Contract with the heading ‘Additional Contract Terms’.

**“Approach to Market or ATM”** means the notice inviting potential suppliers to participate in the procurement.

**“Closing Time”** means the closing time specified in clause A.A.1 [Key Events and Dates].

**“Contract”** means the documentation specified in clause C.C.4 [Precedence of Documents].

**“Contract Extension Option”** means an option of a Customer to extend the term of a Contract for one or more additional time periods.

**“Contract Manager”** means the contract manager for the Customer and/or Supplier (as relevant) specified in the Contract.

**“Contract Price”** means the total contract price specified in the Contract, including any GST component payable, but does not include any simple interest payable on late payments.

**“Correctly Rendered Invoice”** means an invoice that:

- a) is correctly addressed and calculated in accordance with the Contract;
- b) relates only to Goods and/or Services that have been accepted by the Customer in accordance with the Contract;
- c) includes any purchase order number, and the name and phone number of the Customer’s Contract Manager;
- d) is for an amount which, together with all previously Correctly Rendered Invoices, does not exceed the Contract Price; and
- e) is a valid tax invoice in accordance with the GST Act.

**“Customer”** means a party specified in a Contract as a Customer.

**“Delivery and Acceptance”** means the process by which Goods and/or Services are delivered to a Customer and accepted by the Customer as meeting the terms specified in the Contract.

**“General Interest Charge Rate”** means the general interest charge rate determined under section 8AAD of the *Taxation Administration Act 1953* on the day payment is due, expressed as a decimal rate per day.

**“Goods and/or Services”** means:

- a) the Goods, Services, or Goods and Services and any Material specified in the Contract; and
- b) all such incidental Goods and Services that are reasonably required to achieve the purposes of the Customer as specified in the Contract.

**“GST Act”** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**“GST”** means a Commonwealth goods and services tax imposed by the GST Act.

**“Intellectual Property Rights”** means all intellectual property rights which may subsist in Australia or elsewhere, whether or not they are registered or capable of being registered.

DL  
17/12/19



# Commonwealth Contract – Consultancy Services

## Commonwealth Contracting Suite (CCS) Glossary

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**"Material"** means any material brought into existence as a part of, or for the purpose of producing the Goods and/or Services, and includes but is not limited to documents, equipment, information or data stored by any means.

**"Moral Rights"** means the rights in *Part IX of the Copyright Act 1968 (Cth)*, including the right of attribution, the right against false attribution and the right of integrity.

**"Notice"** means an official notice or communication under the Contract in writing, from one Contract Manager and delivered to the other Contract Manager, at the postal address, or email address, or facsimile number set out in the Contract or as notified from time to time.

**"Requirement"** means the description of the Goods and Services described in:

- a) for the purposes of the Commonwealth ATM Terms the section of the Approach to Market with the heading 'Requirement';
- b) for the purposes of the Commonwealth Contract Terms the section of the Statement of Work with the heading 'Requirement';
- c) for the purposes of the Commonwealth Purchase Order Terms the document setting out the Goods and/or Services.

**"Specified Personnel"** means the personnel specified in the Contract or such other personnel who are accepted by the Customer in accordance with clause C.C.13 [*Specified Personnel*].

**"Statement of Requirement"** means the section of the Approach to Market with the heading 'Statement of Requirement'.

**"Statement of Work"** means the section of the Contract, as the case may be, with the heading 'Statement of Work'.

**"Supplier"** means a party specified in a Contract as a Supplier.

DL  
17/12/19

# Commonwealth Contract – Consultancy Services

## Contract Signing Page

The Parties agree that by signing this Commonwealth Contract – Consultancy Services, they enter into a Contract comprising:

- a) Additional Contract Terms (if any);
- b) Statement of Work;
- c) Commonwealth Contract Terms;
- d) Commonwealth Contracting Suite Glossary; and
- e) Contract Annex 1 – Supplementary Information (if any).

**EXECUTED** as an Agreement

**Signed** for and on behalf of the **Commonwealth of Australia** as represented by National Archives of Australia

**ABN** 36 889 228 992 by its duly authorised delegate in the presence of

Signature of witness

s 47F(1)

Name of witness (*print*)

s 47F(1)

Signature of delegate

s 47F(1)

Name of delegate (*print*)

YASO ARUMUAN

Position of delegate (*print*)

CIO / CISO

On:

17 / 12 / 19.

**Executed** by Conrick Consulting Pty Ltd **ABN** 92 624 814 302 in accordance with Section 127 of the Corporations Act 2001

Signature of director

s 47F(1)

Name of director (*print*)

CLIVE LINES

Signature of director/company secretary  
(Please delete as applicable)

s 47F(1)

Name of director/company secretary (*print*)

DIANNE LINES

On:

17 / 12 / 2019

**From:** Yaso Arumugam  
**Sent:** Thursday, 4 June 2020 2:06 PM  
**To:** s 47F(1)  
**Cc:** s 47F(1) Procurement  
**Subject:** RE: Amendments to POC12399 - Conrick Consulting Contract [SEC=OFFICIAL]

OFFICIAL

Thanks and approved.

OFFICIAL

s 22(1), s 47F(1)

**From:** s 47F(1) @naa.gov.au  
**Sent:** Friday, May 29, 2020 10:29 AM  
**To:** Yaso Arumugam <Yaso.Arumugam@naa.gov.au>; s 47F(1) @naa.gov.au  
**Cc:** s 47F(1) @naa.gov.au; Procurement <Procurement@naa.gov.au>; s 47F(1) @naa.gov.au  
**Subject:** RE: Amendments to POC12399 - Conrick Consulting Contract [SEC=OFFICIAL]

OFFICIAL

Hi Yaso

I will prepare the variation for POC12399.

s 47F(1) s 22(1), s 47C(1)

Kind regards

s 47F(1)

OFFICIAL

**From:** Yaso Arumugam <Yaso.Arumugam@naa.gov.au>  
**Sent:** Thursday, May 28, 2020 2:59 PM  
**To:** s 47F(1) @naa.gov.au; Procurement <Procurement@naa.gov.au>; s 47F(1) @naa.gov.au  
**Cc:** s 47F(1) @naa.gov.au; s 47F(1) @naa.gov.au  
**Subject:** RE: Amendments to POC12399 - Conrick Consulting Contract [SEC=OFFICIAL]

OFFICIAL

Thanks s 47F(1) and I can approve the change order.

s 22(1), s 47F(1)

Thanks

Yaso

OFFICIAL

**From:** s 47F(1) @naa.gov.au  
**Sent:** Thursday, May 28, 2020 2:17 PM  
**To:** Yaso Arumugam <Yaso.Arumugam@naa.gov.au>; Procurement <Procurement@naa.gov.au>; s 47F(1)  
s 47F(1) @naa.gov.au  
**Cc:** s 47F(1) @naa.gov.au  
**Subject:** Amendments to POC12399 - Conrick Consulting Contract [SEC=OFFICIAL]

OFFICIAL

Hi

s 22(1), s 47F(1)

s 47C(1), s 47(1)(b)

David asked if the following changes could be made to the contract:

- C.A.2 The Requirement – add something to the effect of: Provide strategic advice to the Director-General on an as needed basis
- C.A.2(e) – add row:

Meeting Type	Position Required	Frequency	Teleconference	Location
Meeting with the Director-General	Consultant	Three times	On-site	NAA Parkes, ACT

- C.A.3 – Contact Price – as mentioned above.

s 22(1) Will David need to sign off on this? s 22(1)

Kind Regards

s 47F(1)

Executive Assistant to the Director-General  
Office of the Director General



m s 47F(1) (while working from home)  
e naa.gov.au  
Kings Avenue, Parkes ACT 2600  
PO Box 4924 Kingston ACT 2604 | naa.gov.au

We acknowledge and pay our respects to the traditional custodians of this land and celebrate their ongoing culture and contribution to society.

**CONTRACT VARIATION FORM****CONTRACT AMENDMENT #1**

**TO CONTRACT:** Engagement of an independent consultant to chair the National Archive's Project Management Committee

**CONTRACT REFERENCE ID:** POC12399

**AUSTENDER CONTRACT ID:** CN3654956

**For the provision of:**  
an independent consultant

**Customer**

**Customer Name:** National Archives of Australia

**Customer ABN:** 36 889 228 992

**Address:** Kings Avenue, Parkes ACT 2600

**Contact Officer:** Yaso Arumugam

**Position:** Assistant Director-General

**Branch/Division:** Information & Technology

**Telephone:** 02 6212 3455

**Email Address:** Yaso.Arumugam@naa.gov.au

**Supplier**

**Supplier Name:** Conrick Consulting Pty Ltd

**Supplier ABN:** 92 624 814 302

**Address:** 47 Windward Close, Tuross Head NSW 2537

**Telephone:** s 47F(1)

**Email Address:** s 47F(1) @gmail.com

**Supplier Reference ID:**

**Supplier Contact Name:** Dianne Lines

**Position:** Business Manager

**Email Address:** s 47F(1) gmail.com



## Contract Details

There will be no change to the Contract term as a result of other Contract changes.

The Contract changes as agreed by the Customer and the Supplier are as follows:

### Contract Term

Current Contract End Date:	14/01/2021
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### Contract Value

	Contract Value (GST exclusive)	GST	Total Contract Value (GST Inclusive)
Previous Contract Value (AUD)	\$21,000.00	\$2,100.00	\$23,100.00
Amendment Value (AUD)	\$9,000.00	\$900.00	\$9,900.00
New Contract Value (AUD)	\$30,000.00	\$3,000.00	\$33,000.00

### Other Administrative Contract Changes

Clause Reference and Title	Proposed New Text										
C.A.2 The Requirement	The Supplier is provide advice to the Director-General on an as needed basis.										
C.A.2(e) Meeting	<p>The Supplier is required to attend the following additional meetings as follows:</p> <table><tr><th>Meeting Type</th><th>Position Required</th><th>Frequency</th><th>Teleconference</th><th>Location</th></tr><tr><td>Meeting with the Director-General</td><td>Consultant</td><td>Three times</td><td>On-site</td><td>NAA Parkes, ACT</td></tr></table> <p>Each meeting will take place as needed, subject to the discretion of the NAA contract manager.</p>	Meeting Type	Position Required	Frequency	Teleconference	Location	Meeting with the Director-General	Consultant	Three times	On-site	NAA Parkes, ACT
Meeting Type	Position Required	Frequency	Teleconference	Location							
Meeting with the Director-General	Consultant	Three times	On-site	NAA Parkes, ACT							

**Signed** for and on behalf of the **Commonwealth of Australia** as represented by National Archives of Australia

**Customer's Contract Manager**

Name:

YASO ARUMULAN

Signature:

S 47F(1)

Date:

5 / 6 / 20

**Signed** for and on behalf of Corrick Consulting Pty Ltd

**Supplier's Contract Manager**

Name:

DIANNE LINES

Position:

BUSINESS DEVELOPMENT  
MANAGER.

Signature:

S 47F(1)

Date:

4 / 6 / 2020 .



s 47F(1)

**From:** Yaso Arumugam  
**Sent:** Wednesday, 11 November 2020 2:59 PM  
**To:** s 47F(1)  
**Cc:**  
**Subject:** RE: For Approval: POC12399 Engagement of Independent Chair for PMC - Change Order 02 [SEC=OFFICIAL]

OFFICIAL

Hi s 47F(1)

s 22(1) yes s 47(1)(b) is sufficient s 22(1)

Regards

Yaso

OFFICIAL

**From:** s 47F(1) @naa.gov.au>  
**Sent:** Wednesday, November 11, 2020 12:07 PM  
**To:** Yaso Arumugam <Yaso.Arumugam@naa.gov.au>  
**Cc:** s 47F(1) @naa.gov.au>  
**Subject:** For Approval: POC12399 Engagement of Independent Chair for PMC - Change Order 02 [SEC=OFFICIAL]

OFFICIAL

Hi Yaso

Please find attached the POC12399 Engagement of Independent Chair for PMC – Change Order 02 for your review and approval as the delegate in line with s23 PGPA Act.

Can you advise

s 47(1)(b)

s 22(1)

s 22(1)

Kind Regards

s 47F(1)

ICT Procurement Advisor  
Business Engagement



NATIONAL ARCHIVES OF AUSTRALIA

t +61 2 6212 3657  
 e s 47F(1) @naa.gov.au  
 Kings Avenue, Parkes ACT 2600  
 PO Box 4924 Kingston ACT 2604 | naa.gov.au



OFFICIAL

s 22(1), s 47F(1)

From: s 47F(1) @naa.gov.au>

Sent: Monday, November 9, 2020 5:35 PM

To: Yaso Arumugam <Yaso.Arumugam@naa.gov.au>; s 47F(1) @naa.gov.au>; David Fricker <David.Fricker@naa.gov.au>

Subject: RE: Action: POC12399 Engagement of Independent Chair for PMC - Procurement Plan [SEC=OFFICIAL]

OFFICIAL

Good afternoon Yaso

An extension of an additional six months is in line with the contract and CPRs.

A Cth contract variation – Change Order will follow shortly.

Kind regards

s 47F(1)

OFFICIAL

From: Yaso Arumugam <Yaso.Arumugam@naa.gov.au>

Sent: Monday, November 9, 2020 4:09 PM

To: s 47F(1) @naa.gov.au>; s 47F(1) @naa.gov.au>; David Fricker <David.Fricker@naa.gov.au>

Subject: RE: Action: POC12399 Engagement of Independent Chair for PMC - Procurement Plan [SEC=OFFICIAL]

OFFICIAL

Hi s 47F(1)

Thank you for your advice. As discussed, we want to ensure everything is in line with CPR and can you please seek at this stage an extension only for 6months. Please let me know if there are any concerns with this approach.

Many thanks

Yaso

OFFICIAL

---

**From:** s 47F(1) @naa.gov.au>  
**Sent:** Monday, November 9, 2020 10:58 AM  
**To:** Yaso Arumugam <Yaso.Arumugam@naa.gov.au>; s 47F(1) @naa.gov.au>  
**Subject:** RE: Action: POC12399 Engagement of Independent Chair for PMC - Procurement Plan [SEC=OFFICIAL]

**OFFICIAL**

Hi Yaso

I have checked the contract for POC12399 Engagement of Independent Chair of PMC and can confirm that the contract extension option states that the contract can be extended for periods of up to 12 months each subject to the NAA business requirements.

Can you advise if you would like to exercise the contract extension for an additional 12 months up to 14 January 2022?

Kind regards

s 47F(1)

**OFFICIAL**

---

**From:** Yaso Arumugam <Yaso.Arumugam@naa.gov.au>  
**Sent:** Thursday, November 5, 2020 3:59 PM  
**To:** s 47F(1) @naa.gov.au>; s 47F(1) @naa.gov.au>  
**Subject:** FW: Action: POC12399 Engagement of Independent Chair for PMC - Procurement Plan [SEC=OFFICIAL]

**OFFICIAL**

s 47F(1)

Can you please check the contract and let me know if we can exercise the contract extension or do we need to go out to market.

Regards

Yaso

**OFFICIAL**

---

**From:** David Fricker <David.Fricker@naa.gov.au>  
**Sent:** Thursday, November 5, 2020 3:49 PM  
**To:** Yaso Arumugam <Yaso.Arumugam@naa.gov.au>  
**Cc:** s 47F(1) @naa.gov.au>; s 47F(1) @naa.gov.au>  
**Subject:** RE: Action: POC12399 Engagement of Independent Chair for PMC - Procurement Plan [SEC=OFFICIAL]

**OFFICIAL**

s 22(1)

I'm happy to proceed. One last question, and I should have thought of this earlier - with the added value to the contract do we need to go to market?

Thanks,  
David

David Fricker  
Director-General  
t +61 (0)2 6212 3670

National Archives of Australia  
Murrulangalang  
Kings Avenue, Parkes ACT 2600  
PO Box 4924, Kingston ACT 2604  
david.fricker@naa.gov.au | naa.gov.au

**OFFICIAL**

**From:** Yaso Arumugam <Yaso.Arumugam@naa.gov.au>  
**Sent:** Wednesday, November 4, 2020 2:44 PM  
**To:** David Fricker <David.Fricker@naa.gov.au>  
**Cc:** s 47F(1) @naa.gov.au; s 47F(1) @naa.gov.au  
**Subject:** RE: Action: POC12399 Engagement of Independent Chair for PMC - Procurement Plan [SEC=OFFICIAL]

**OFFICIAL**

David,

I recommend extending Clive for another 12 months. An independent project assurance review is always helpful and we have also reduced the frequencies of the meetings. We will require 9k additional for this FY and another 9k for next which I think we can manage without going to the reserves at this stage.

If you agree then I will go ahead and exercise the option to extend for another 12 months.

Thanks

Yaso

**OFFICIAL**

**From:** David Fricker <David.Fricker@naa.gov.au>  
**Sent:** Wednesday, November 4, 2020 9:47 AM  
**To:** Yaso Arumugam <Yaso.Arumugam@naa.gov.au>  
**Cc:** s 47F(1) @naa.gov.au; s 47F(1) @naa.gov.au  
**Subject:** RE: Action: POC12399 Engagement of Independent Chair for PMC - Procurement Plan [SEC=OFFICIAL]

**OFFICIAL**

Hi Yaso,

What do you recommend?

Do we still need an independent chair, also what would it cost. Presumably it would require additional funding from the reserves or is it in the consultancy budget for this year?

s 22(1)

Thanks,  
David

David Fricker  
Director-General  
t +61 (0)2 6212 3670

National Archives of Australia  
Murrulungalang  
Kings Avenue, Parkes ACT 2600  
PO Box 4924, Kingston ACT 2604  
david.fricker@naa.gov.au | naa.gov.au

**OFFICIAL**

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**From:** Yaso Arumugam <Yaso.Arumugam@naa.gov.au>

**Sent:** Tuesday, November 3, 2020 4:14 PM

**To:** David Fricker <David.Fricker@naa.gov.au>

**Cc:** s 47F(1) @naa.gov.au; s 47F(1) @naa.gov.au

**Subject:** Action: POC12399 Engagement of Independent Chair for PMC - Procurement Plan [SEC=OFFICIAL]

**OFFICIAL**

Hi David

Can you please let me know if you want to exercise the option to extend the contract arrangement for Clive to chair the PAC for another 12 months. The current term will end on the 14<sup>th</sup> of Jan. If you agree then I will extend the contract.

Kind regards

Yaso

**OFFICIAL**

## CONTRACT VARIATION FORM

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### CONTRACT AMENDMENT #02

**TO CONTRACT:** Engagement of chair to the project management committee  
**CONTRACT REFERENCE ID:** POC12399  
**AUSTENDER CONTRACT ID:** CN3654956

**For the provision of:**  
for the provision of an independent consultant

### Customer

**Customer Name:** National Archives of Australia  
**Customer ABN:** 36 889 228 992  
**Address:** Kings Avenue, Parkes ACT 2600  
**Contact Officer:** Yaso Arumugam  
**Position:** Assistant Director-General and CIO  
**Branch/Division:** Information & Technology  
**Telephone:** 02 6212 3455  
**Email Address:** Yaso.Arumugam@naa.gov.au

### Supplier

**Supplier Name:** Conrick Consulting Pty Ltd  
**Supplier ABN:** 92 624 814 302  
**Address:** 47 Windward Close, Tuross Head NSW 2537  
**Telephone:** s 47F(1)  
**Email Address:** s 47F(1)@gmail.com  
**Supplier Reference ID:**



## Contract Details

The Contract changes as verbally agreed by the Customer and the Supplier are as follows:

### Contract Term

Current Contract End Date:	14/01/2021
New End Date:	14/07/2021

### Contract Value

	Contract Value (GST exclusive)	GST	Total Contract Value (GST Inclusive)
Previous Contract Value (AUD)	\$30,000.00	\$3,000.00	\$33,000.00
Amendment Value (AUD)	\$9,000.00	\$900.00	\$9,900.00
New Contract Value (AUD)	\$39,000.00	\$3,900.00	\$42,900.00

### Description of Contract Changes

Exercising option to extend the contract for an additional six months

**Signed** for and on behalf of the **Commonwealth of Australia** as represented by National Archives of Australia  
**Customer's Contract Manager**

Name:

Yaso Arumugam

Signature:

s 47F(1)

Date:

18 November 2020

**Signed** for and on behalf of Conrick Consulting Pty Ltd  
**Supplier's Contract Manager**

Name:

DIANNE LINES

Position:

BUSINESS DEVELOPMENT MGR.

Signature:

s 47F(1)

Date:

17/11/20.



## GROUP BOOKING CONTRACT

### Somerset on the Pier

Group Name: National Archives of Australia Advisory Council & Staff  
Contact Person: s 47F(1)  
Company: National Archives of Australia  
Contact Phone: 02 6212 3702  
Contact Email: s 47F(1)@naa.gov.au

### Group Reservation Details

<b>Arrival Date: 19 March 2019</b>	<b>Departure Date: 22 March 2019</b>
Estimated time of arrival: TBC	Estimated time of departure: TBC

Room / Residence Type	Nightly Rate	No. of Rooms	Bedding Configuration	Maximum occupants
1-Bedroom Executive	\$215.00	6	Queen/King/2 singles	3
1-Bedroom Premier	\$255.00	13	Queen/King/2 singles	3

#### Terms and Conditions

- Rates quoted are per room, per night, room only.
- Rates are quoted in AUD and are inclusive of GST
- Rates may increase without notice due to any changes in or the imposition of government charges, taxes, or levies
- Extra person charge is \$50 per night.
- Amendments to this agreement shall only be valid if made in writing.

#### Rate Inclusions

- Complimentary Internet (500MB per day)

***Please note that this is not a confirmed reservation.  
The group will be blocked and confirmed upon receipt of this signed contract.***

#### Group Reservations Contact Details

Contact Name      Rocel Reyes  
Contact Phone     61 3 9660 5463  
Contact Fax        61 3 9660 5490  
Contact Email     [rocelyn.reyes@the-ascott.com](mailto:rocelyn.reyes@the-ascott.com)



**Fire Safety Regulation Policy**

- Maximum number of persons permitted in each room is listed in the group reservations details.
- Each rate is quoted on up to two adults per room; \$50 applies to each person thereafter.
- Children using existing bedding are complimentary.

**Check In / Check Out**

- Check in time is from 2:00pm and check out is 10:00am
- Any requests for early check in and late checkout will be subject to availability
- To guarantee for early arrival, pre-registering the room from the night before is recommended, this will be at an additional nights charge

**Luggage Storage**

- Our guest service staff are happy to store guests luggage when required
- All luggage will be clearly labeled in order to ensure efficient and prompt service

**Non Smoking**

- Please be advised that this property is strictly non smoking

**Car Parking**

- Car parking is based on first come first serve basis.

**Force Majeure**

Somerset on the Pier will not be in breach of this agreement or any way liable to National Archives of Australia, if it is prevented from complying with this agreement by reason of act of God, act of public enemy, war, earthquake, riot, flood, explosion, compliance with any law or government restraint order, rule regulations, strikes, lock outs or any other cause not reasonably within the control of Somerset on the Pier.

**Confidentiality**

Ascott International Management (Australia) Pty Ltd confirms and agrees that this Agreement is confidential between Somerset on the Pier and the National Archives of Australia shall not in any circumstances divulge or permit to be divulged the contents of this agreement.

**Liability**

Ascott International Management (Australia) Pty Ltd, will not be liable for loss suffered by the National Archives of Australia arising from any breach of this agreement, except for any loss caused by any negligence, misrepresentation or other act or omission. Notwithstanding anything else contained in this agreement, the liability of Somerset on the Pier to National Archives of Australia, whether in contract or tort, in respect of all claims, will not in the aggregate exceed the cost of the accommodation.

The parties agree that to the extent permitted by law, National Archives of Australia is only responsible for loss or damage to Ascott International or Somerset on the Pier directly caused by or attributable to National Archives of Australia and excludes all liability for any indirect, incidental or consequential expense, loss, damages or costs, loss of profits or revenue, business interruption, loss of data, or failure to realise anticipated savings or benefits whatsoever incurred by or awarded against Ascott International or Somerset on the Pier. The parties further agree that National Archives of Australia's liability in accordance with the above will be reduced proportionately to the extent that any act or omission of Ascott International or Somerset on the Pier or its officers, servants or agents contributed to the loss or damage."



### **Reservation Process Terms & Conditions**

All reservations, amendments and cancellations are to be made in writing. We ask that the rooming list be typed in order to minimize errors in spelling etc

The room block shall be revised by both parties on the following dates:

#### **30 Days Prior to Arrival – 18 February 2019**

- If the company is to be invoiced, this must be advised at the time of booking. Invoice will be sent upon departure of booking.
- If the company is paying by credit card, the details outlined below must be signed and completed.
- If individuals are paying their own account, individual credit cards must be given.
- Final room numbers confirmed.
- Preliminary rooming list required.
- Any further rooms required after this date will be subject to availability.
- Cancellations of more than 10% of final room numbers after this date will result in 1 night deposit being forfeited.

#### **14 Days Prior to Arrival – 12 March 2019**

- Final rooming list required.
- Arrival & Departure Times required.
- Special requirements, VIPs required.
- Cancellations of more than 5% of final room numbers made less than 14 days prior incur 50% of cancelled accommodation to be forfeited.

#### **7 Days Prior to Arrival – 05 March 2019**

- Any name changes or amendments to the rooming list required.
- Cancellations made less than 7 days prior incur 100% of cancelled accommodation to be forfeited.
- 'No Shows' will be charged in full.



A Member of CapitaLand

## ASCOTT INTERNATIONAL – ACCOUNT SETTLEMENT REQUIREMENTS

### Account Instructions

- All guests will be required to supply Somerset on the Pier with a credit card imprint upon check in to cover charges to individual room accounts
- All rooms to be secured with a one night deposit prior to arrival at a minimum.

### Payment Options

- ☐ Company Charge Back
- ☒ Prepaid by cheque or Direct Deposit – Please advise if you require pro-forma invoices
- ☐ Credit Card – Please see below
- ☐ Individual Credit Cards – Required 30 days prior with rooming list.

### Payment by Credit Card

(please tick the appropriate box below):

- ☐ All charges                      ☐ Room Only                      ☐ Incidental charges only
- ☐ For guarantee only, guests will settle own account
- ☐ Other (please specify): \_\_\_\_\_

Credit card type:

- ☐ American Express \*                      ☐ Diners Club                      ☐ Visa
- ☐ MasterCard                      ☐ Bankcard                      ☐ JCB

Credit Card Number:

Expiry Date:   /   \*Amex 4 digit pin:

Name on Credit Card: \_\_\_\_\_

Signature: \_\_\_\_\_

*\*Terms and Conditions: A transaction fee of 1.1% for Visa/MasterCard, and 3.3% for Amex cards will be charged.*

*\*\* For more information pertaining to the storage and handling of the card holders Photo Identification, ASCOTT INTERNATIONAL MANAGEMENT (AUSTRALIA) PTY LTD Privacy Policy is available on request. Acceptable forms of Photo identifications are Australian Drivers Licenses, Proof of age cards or Passport from Country of origin.*



In order to verify the person above is the owners of said credit card please photocopy both sides of credit card and fax these together with this authorization form. (Please enlarge)

**ASCOTT INTERNATIONAL – ACCEPTANCE OF GROUP TERMS AND CONDITIONS**

Please sign and return all pages by **29 October 2018** and we will then confirm all arrangements made above.

**If we do not receive the signed agreement by this date, we reserve the right to release any guest rooms that may be held for your group.**

*I accept and agree with the above terms and conditions and would like to proceed with the group booking.*

Name: s 47F(1)  
Title: Miss  
Company: National Archives of Australia  
Signature: s 47F(1)  
Date: 22 October 2018

s 22(1), s 47F(1)



# s 22(1), s 47F(1)

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**From:** s 47F(1)  
**Sent:** Monday, 21 January 2019 3:27 PM  
**To:** s 47F(1); Procurement  
**Cc:** Finance Section  
**Subject:** RE: \*FOR ACTION\* Procurement for Advisory Council Accommodation (AC135) [SEC=UNCLASSIFIED]

**UNCLASSIFIED**

Procurement request is approved.

---

s 47F(1)  
Executive Officer  
Office of the Director-General

Treasurer and Executive Officer  
Council of Australasian Archives and Records Authorities (CAARA)  
[caara.org.au](http://caara.org.au)



t +61 2 6212 3990 m s 47F(1)  
e s 47F(1)@naa.gov.au  
Queen Victoria Terrace, Parkes ACT 2600  
PO Box 4924 Kingston ACT 2604 | [naa.gov.au](http://naa.gov.au)

We acknowledge and pay our respects to the traditional custodians of this land and celebrate their ongoing culture and contribution to society.

**UNCLASSIFIED**

---

**From:** s 47F(1)  
**Sent:** Monday, 21 January 2019 3:20 PM  
**To:** Procurement; s 47F(1)  
**Cc:** Finance Section  
**Subject:** \*FOR ACTION\* Procurement for Advisory Council Accommodation (AC135) [SEC=UNCLASSIFIED]

**UNCLASSIFIED**

Hi Procurement,

The upcoming Advisory Council meeting taking place in Hobart between 19-22<sup>nd</sup> March 2019, is currently being organised. Payment for accommodation will cost approximately \$16,000.

I have sent the attached New Supplier form to Financial Reporting and a New Supplier account has been created - **SOMERS-70**.

I have also attached the purchase order request form to be processed.

**s 47F(1)** – Can you please authorise the purchase order approval to Procurement.

Feel free to contact me with any questions.

Kind Regards,

**s 47F(1)**

Executive Support Officer  
Office of the Director-General



t +61 2 6212 3702  
e **s 47F(1)** [\[redacted\]@naa.gov.au](mailto:[redacted]@naa.gov.au)  
Queen Victoria Terrace, Parkes ACT 2600  
PO Box 4924 Kingston ACT 2604 | [naa.gov.au](http://naa.gov.au)

We acknowledge and pay our respects to the traditional custodians of this land and celebrate their ongoing culture and contribution to society.

**UNCLASSIFIED**



## SUPPLIER DETAILS FORM

*New or updated*

**THIS FORM MUST BE COMPLETED BY THE SUPPLIER OR AN NAA STAFF MEMBER\***

### Instruction for completion/purpose

- Print clearly (or fill in electronically) and submit to [Financial.Reporting@naa.gov.au](mailto:Financial.Reporting@naa.gov.au).
- Complete this form if you are requesting an *Accounts Payable* supplier to be created or updated.

### Requesting officer

<b>First and surname:</b>	<b>Date:</b>
s 47F(1)	21/01/2019

### Creditor details

<b>Company name:</b>			
Somerset on the Pier Hobart			
<b>ABN:</b>			
36 056 487 793			
<b>Postal address:</b>			
Elizabeth Street Pier, Hobart, TAS 7000, Australia			
<b>Bank details – BSB number:</b>		<b>Bank details – Account number:</b>	
033 079		s 47G(1)(a)	
<b>Email address for remittances:</b>			
<a href="mailto:finance.australia@the-ascott.com">finance.australia@the-ascott.com</a>			
<b>Phone number:</b>			
03 6220 6600			
<b>Supplier type:</b>			
<b>Government</b>	<input type="checkbox"/>	<b>Staff</b>	<input type="checkbox"/>
		<b>Non-Govt</b>	<input checked="" type="checkbox"/>
<b>For reporting purposes, please indicate the following:</b>			
<b>Company has less than 20 staff</b>		<input type="checkbox"/>	<b>Company has 20 or more staff</b>
			<input checked="" type="checkbox"/>
<b>Company is 50% or more Indigenous-owned</b>			<input type="checkbox"/>

\* If an NAA staff member submits the above document on behalf of the client please ensure the accompanying information including a Tax Invoice, email from client or company letterhead, clearly listing the above details, is attached. You will be notified by email when the supplier has been created.



ABN: 36 889 228 992

Telephone: (02) 6212 3600

## PURCHASE ORDER

Somerset on the Pier Hobart  
Elizabeth Street Pier  
Hobart TAS 7000

**Order Nbr:** PO1800084  
**Date Issued:** 23/01/2019  
**Client Nbr:** SOMERS-70  
**Requisition Nbr:** PO1800084  
**Page:** 1 of 1

ABN: 36056487793

Quotation/Reference No: NA

Description	Exc. Amount	GST	Incl. Amount
Accommodation - Advisory Council	7,272.73	727.27	8,000.00
Accommodation - Leadership team	7,272.73	727.27	8,000.00
<b>Total Order Amount :</b>	\$14,545.46	\$1,454.54	\$16,000.00

**Quote Purchase Order Number and send Invoice to:**

National Archives of Australia  
PO Box 4924  
Kingston ACT 2604

**Deliver To:** National Archives of Australia  
Queen Victoria Terrace  
Parkes ACT 2600

**Contact Details:** s 47F(1) @naa.gov.au  
02 6212 3702

**Terms of Payment:** 28 Days

Officer Authorised to Order

Signature

23/01/2019

The Commonwealth Purchase Order Terms available at:  
<https://www.finance.gov.au/procurement/commonwealth-contracting-suite> apply to this Purchase Order. However, if this Purchase Order has been preceded by a formal contract entered into between the National Archives of Australia and the Supplier then the terms and conditions of that Contract will take precedence over this Purchase Order and this Purchase Order is issued for administrative purposes only.



Australian Government  
National Archives of Australia