



Australian Government
Department of Defence

The Deed made between
the **Commonwealth of Australia**
represented by the
Department of Defence A.B.N. 68 706 814 312
(the "Commonwealth")

and

Effective People Pty Ltd
A.B.N. 79 063 100 201 & A.C.N. 063 100 201
and having its registered office at
Unit 3, 43 Colbee Court, Phillip, ACT 2606 (address)
(the "Panel Member").

RECITALS

- A. The Commonwealth from time to time may require the provision of Services identified in the Deed and specified in an Official Order.
- B. The Panel Member has offered to provide the Services on the terms set out in the Deed.
- C. When the Commonwealth requires Services it shall submit an Official Order to the Panel Member and the Panel Member shall provide the Services in accordance with the Deed and the Official Order.

THE PARTIES AGREE AS FOLLOWS

DEED OF STANDING OFFER

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1 DEED FRAMEWORK

1.1 Definitions

- 1.1.1 In the Deed and in any Contract, unless the contrary intention appears, words, abbreviations and acronyms have the meanings given to them by the Glossary at Attachment N. The Glossary also contains a list of documents referred to in the Deed and details of the version that is applicable to the Deed and any Contract.

1.2 Interpretation

- 1.2.1 In the Deed and in any Contract, unless the contrary intention appears:
- a. headings are for the purpose of convenient reference only and do not form part of the Deed or any Contract;
 - b. the singular includes the plural and vice-versa;
 - c. a reference to one gender includes the others;
 - d. a reference to a person includes a body politic, body corporate or a partnership;
 - e. if the last day of any period prescribed for the doing of an action falls on a day which is not a Working Day, the action shall be done no later than the end of the next Working Day;
 - f. a reference to an Act is a reference to an Act of the Commonwealth, State or Territory of Australia, as amended from time to time, and includes a reference to any subordinate legislation made under the Act;
 - g. a reference to a clause includes a reference to a subclause of that clause;
 - h. a reference to a 'dollar', '\$', '\$A' or 'AUD' means the Australian dollar unless otherwise stated;
 - i. a reference to a specification, publication, Commonwealth policy or other document is a reference to that specification, publication, Commonwealth policy or document, in effect on the Effective Date and updated from time to time, or alternatively, a reference to another version of the document if agreed in writing between the parties;
 - j. the word 'includes' in any form is not a word of limitation; and
 - k. a reference to a party includes that party's administrators, successors, and permitted assignees, including any person to whom that party novates any part of the Deed or any Contract.
- 1.2.2 The objectives of the parties in entering into this Deed and any Contract are:
- a. to ensure that the Panel Member delivers the Services on time, on budget, to the required safety, quality and capability, in accordance with the Deed and any Contract;
 - b. to provide an effective capability to the Australian Defence Force (ADF) that:
 - (i) supports the ADF's mission to 'fight and win';
 - (ii) supports the Commonwealth's policy of Defence self-reliance; and
 - (iii) minimises the lifecycle costs to the Commonwealth.
 - c. to develop, maintain and enhance appropriate skill sets and capabilities within both the Commonwealth and the Panel Member;
 - d. to obtain value for money for the Commonwealth on an ongoing basis in relation to the procurement and delivery of the Services;
 - e. to obtain for the Panel Member as a commercial entity a reasonable return on its investment when it performs the Deed and any Contract efficiently and successfully, being a return that appropriately reflects the properly managed risks assumed by the Panel Member in the performance of the Deed and any Contract;
 - f. to have appropriate Intellectual Property for acquisition, whole of life support and disposal;
 - g. to facilitate the retention and enhancement of industry capabilities within Australia and New Zealand (ANZ);

- h. to encourage the most efficient possible use of resources for the achievement of the Professional Services capability within Defence;
 - i. to work within a framework that ensures the safety of persons and materiel safety, and assures compliance with all laws and other regulatory requirements;
 - j. to achieve these joint objectives through a culture of mutual respect and co-operation, and in an environment that fosters innovation, continuous improvement, cost efficiency, transparency and open, honest and timely communication; and
 - k. to provide a broad range of Professional Services in support of a wide variety of Defence's business objectives to a consistently high standard.
- 1.2.3 Without in any way affecting or overriding the other terms of this Deed and any Contract, each party agrees to perform its obligations and enforce its rights under the Deed and any Contract having regard to, and with the aim of, satisfying the objectives described in clause 1.2.2.

1.3 Term

- 1.3.1 The Deed is legally binding from the Effective Date. The Term of the Deed will begin from the Commencement Date of the first Deed to be executed. Unless terminated earlier and subject to this clause 1.3, the Deed expires 3 years from 3 February 2014.
- 1.3.2 The Commonwealth may extend the Term of the Deed for up to 12 months by giving the Panel Member notice in writing not less than 14 days before the date on which the Deed would otherwise expire.
- 1.3.3 The Commonwealth may extend the Term of the Deed for a second period of up to 12 months by giving the Panel Member notice in writing not less than 14 days before the date on which the Deed would otherwise expire under clause 1.3.2.
- 1.3.4 The Commonwealth may extend the Term of the Deed for a third period of up to 12 months by giving the Panel Member notice in writing not less than 14 days before the date on which the Deed would otherwise expire under clause 1.3.3.
- 1.3.5 Escalation/adjustment to the Schedule of Rates will only be considered in the event that the Commonwealth extends the Deed of Standing Offer past the initial 3 year term. The maximum potential allowable price escalation will be determined by the Adjustment Formula included at Attachment O to the Conditions of Deed, but the Commonwealth reserves the right to seek to negotiate the quantum of any price escalation up to the maximum allowable escalation, including the option of applying nil escalation, at the time it is scheduled to take effect.
- 1.3.6 Without affecting the extensions to the Term of the Deed made by a notice under clause 1.3.2, 1.3.3 or 1.3.4, the Commonwealth shall specify in that notice the adjustments, if any, which shall be made to the Deed to give effect to the extension of the Deed and each party shall amend its copy of the Deed in accordance with that notice.
- 1.3.7 The Panel Member shall fulfil all Contracts entered into during the Term on the conditions current at the time the Contract is made notwithstanding that completion of the Contract may occur after the date on which the Deed has expired.

1.4 Entire Agreement

- 1.4.1 The Deed, and each Contract, represents the parties' entire agreement in relation to the subject matter and supersedes all tendered offers and prior representations, communications, agreements, statements and understandings, whether oral or in writing.

1.5 Precedence of Documents

- 1.5.1 If there is any inconsistency between the terms of any documents that form part of the Deed, a descending order of precedence shall be accorded to:
- a. the conditions of Deed and the Glossary;
 - b. the Attachments to the Deed, other than the Glossary; and
 - c. any document incorporated by express reference as part of the Deed;
- so that the term in the higher ranked document, to the extent of the inconsistency, shall prevail.

1.6 Formation, Scope and Operation of Deed

- 1.6.1 The Deed constitutes a standing offer for the Term during which the Commonwealth may require the Panel Member to provide Services as and when required by the Commonwealth in accordance with clause 1.8.
- 1.6.2 The Panel Member acknowledges that:
- a. the Commonwealth has established the Panel; and
 - b. it is one of a number of suppliers on the Panel which may be requested to provide Services.
- 1.6.3 The Services which the Panel Member is endorsed to supply to the Commonwealth are detailed at Attachment A to this Deed.

1.7 Non Exclusive Rights to Provide Services

- 1.7.1 The Panel Member acknowledges that it is one of a number of Panel Members forming a panel from which the Commonwealth may seek to obtain the Services. When submitting a Request for Quotation and Tasking Statement to the Panel Member, the Commonwealth may also submit a Request for Quotation and Tasking Statement to any number of other Panel Members.
- 1.7.2 To avoid doubt, the Commonwealth reserves its right to obtain the Services, or services similar to the Services, from any third party whether or not it has submitted any Request for Quotation and Tasking Statement under clause 1.8.1.
- 1.7.3 The Commonwealth reserves the right, in its absolute discretion, to add at any time additional Panel Members to the panel referred to in clause 1.7.1 under the same terms and conditions to this Deed for the provision of Services listed at Attachment A.
- 1.7.4 The Commonwealth reserves the right, in its absolute discretion, to add or remove at any time Service Categories to the Scope of Services listed at Attachment A.

1.8 Ordering Services

- 1.8.1 If the Commonwealth requires any Services, a Panel Manager may seek competitive Quotations from one or more Panel Members in the form of a Request for Quotation and Tasking Statement in accordance with Attachment D for Service Categories 1-6 and Attachment E for Service Category 7, or in any other format deemed appropriate by the Commonwealth.
- 1.8.2 The Panel Member shall provide either a Quotation in writing or a notice declining the invitation by the date that the quote is required as specified in the Request for Quotation and Tasking Statement. The Quotation shall be provided in the form and contain all the information required by Attachment F for Service Categories 1-6 and Attachment G for Service Category 7, or in any other format requested by the Commonwealth.
- 1.8.3 If a Panel Manager seeks competitive Quotations under clause 1.8.1, the Commonwealth may:
- a. seek Quotations on a fixed price or other basis; and
 - b. give other Panel Members the opportunity to Quote on the basis of refining their Schedule of Rates.
- 1.8.4 Quotes will be evaluated on the basis of best value for money consistent with Commonwealth procurement policies. Neither the lowest priced Quotation nor any Quotation will necessarily be accepted by the Commonwealth.
- 1.8.5 If a Panel Manager is agreeable to the Quotation submitted by the Panel Member, a Panel Manager may deliver an Official Order in accordance with Attachment H for Service Categories 1-6 and Attachment I for Service Category 7 to the Panel Member for the Services at the Quoted prices, or in any other format deemed appropriate by the Commonwealth.
- 1.8.6 If a Panel Manager delivers an Official Order to the Panel Member:
- a. the Official Order shall form the Contract for the Services required by the Commonwealth. Any Contract so formed is effective from the date on which the Commonwealth submits the Official Order to the Panel Member in accordance with clause 2.6.2;
 - b. unless otherwise agreed in the Contract, the terms of each Contract so formed will be those set out in the following documents, in a descending order of precedence:
 - (i) the Conditions of Deed as applicable to the Contract;
 - (ii) the Attachments to the Conditions of Deed;

- (iii) the Official Order; and
 - (iv) any documents incorporated by express reference as part of the Contract.
- 1.8.7 No Services shall be carried out by the Panel Member, and no amount shall become payable to the Panel Member in respect of the Services unless and until:
 - a. a Quotation has been submitted by the Panel Member to a Panel Manager in relation to a relevant Request for Quotation and Tasking Statement; and
 - b. an Official Order has been issued by a Panel Manager for the provision of the Services to which the Quotation relates.
- 1.8.8 The Panel Member shall provide Services in accordance with any Contract, and fulfil all other obligations as specified in that Contract.
- 1.8.9 The Panel Member is not to respond to any directions in relation to Request for Quotation and Tasking Statements or Official Orders unless those directions are issued by a Panel Manager, Authorised Officer or Commonwealth Representative.

1.9 No Assurance of Orders

- 1.9.1 The Commonwealth does not make any representation nor in any way binds itself to placing any specific number of orders or any orders at all, during the Term of the Deed.
- 1.9.2 Subject to clause 1.8, the Deed or any Contract is not to be interpreted as providing that the:
 - a. Panel Member has the right to be the sole provider of the Services, or any part of the Services, to the Commonwealth; or
 - b. Commonwealth is prevented from seeking the Services from other members of the Panel or from other suppliers.

1.10 Provision of Services

- 1.10.1 The Panel Member acknowledges and agrees that:
 - a. the specification of the requirements for the Services in the Contract is the result of resource-intensive Commonwealth definition, approval and procurement processes;
 - b. the Commonwealth has relied on the Panel Member's representations about schedule (including as reflected in the Contract);
 - c. the Commonwealth has determined that the Contract is value for money on the basis that the provision of all Services is achieved in accordance with the Deed and the Contract and with no delay; and
 - d. it is reasonable that the Commonwealth at all times during the period of the Deed and any Contract has current knowledge and be advised by the Panel Member of:
 - (i) progress under the Contract;
 - (ii) risks to the timely provision of the Services including potential minor omissions and defects;
 - (iii) any other potential or actual non-compliance with the Deed or any Contract;
 - (iv) risk management, including management of emerging risks; and
 - (v) any potential delay in meeting any timing obligation in the Deed or any Contract, for any reason, and whether or not the delay risk was foreseeable or has been previously identified.
- 1.10.2 The Panel Member shall:
 - a. proactively ensure that the Commonwealth is kept informed of matters relevant to the issues in clause 1.10.1, using the communication channels and reporting processes in the Deed and any Contract; and
 - b. comply with any directions by the Commonwealth or the exercise of any other Commonwealth powers under or in relation to the Deed or any Contract in dealing with such matters, including providing any additional information or knowledge that the Commonwealth requires.

2 ROLES AND RESPONSIBILITIES

2.1 Commonwealth Representative

- 2.1.1 The Commonwealth Representative is responsible for administering the Deed on behalf of the Commonwealth.
- 2.1.2 The Panel Member shall comply with the reasonable directions of the Commonwealth Representative made within the scope of the administration of the Deed.
- 2.1.3 If given orally a direction shall be confirmed in writing within 14 days. Unless otherwise specified in the Deed, the Commonwealth Representative shall have no authority to waive any provision of, or release the Panel Member from, its obligations under the Deed except in accordance with clause 8.3.
- 2.1.4 Unless authorised by this Deed or any Contract or a direction given under clause 2.1, any work performed or cost incurred by the Panel Member in response to a communication from the Commonwealth Representative is at the Panel Member's sole risk.

2.2 Panel Manager

- 2.2.1 The Commonwealth Representative may nominate to the Panel Member by written notice from time to time any Panel Managers for the purposes of the Deed.
- 2.2.2 A Panel Manager is responsible for issuing Request for Quotation and Tasking Statements, receiving Quotations, placing Official Orders and undertaking any delegated administration of the Deed and its operation on a day-to-day basis.
- 2.2.3 The Panel Member shall comply with the reasonable directions of a Panel Manager. If given orally a direction shall be confirmed in writing within 14 days. Unless otherwise specified in the Deed.
- 2.2.4 When a New Customer is appointed through the processes described at clause 8.14, the Deed of Inclusion must include details of the New Customer's staff member nominated to act as the Panel Manager for that Agency.

2.3 Authorised Officer

- 2.3.1 The Commonwealth Representative or a Panel Manager may nominate to the Panel Member by written notice from time to time any Authorised Officers for the purposes of the Deed. The written notice shall include the address, facsimile number and email address at which notice or communication under the Deed or any Contract is to be delivered to the Authorised Officer.
- 2.3.2 An Authorised Officer is responsible for administering Contracts on behalf of the Commonwealth. The Panel Member shall comply with the reasonable directions of the Authorised Officer made within the scope of the administration of any Contract. All directions by an Authorised Officer will be provided in writing. The Authorised Officer shall have no authority to waive any provision of, or release the Panel Member from, its obligations under any Contract except in accordance with clause 8.3.
- 2.3.3 Unless authorised by this Deed or any Contract or a direction given under clause 2.3, any work performed or cost incurred by the Panel Member in response to a communication from the Authorised Officer is at the Panel Member's sole risk.

2.4 Panel Member Representative

- 2.4.1 The Panel Member shall on or before the Effective Date nominate in writing the person with the authority to represent the Panel Member for the purposes of the Deed. Any communication passed by the Commonwealth to this person in accordance with clause 2.6 shall be deemed to have been delivered to the Panel Member.

2.5 Contract Representative

- 2.5.1 The Contract Representative nominated in any Quotation shall be responsible for administering any resultant Contract on behalf of the Panel Member with full authority to act on behalf of the Panel Member in relation to that Contract.
- 2.5.2 The Contract Representative and the Panel Member Representative may be the same person.

2.6 Notices

- 2.6.1 Unless the contrary intention appears, any notice or communication under the Deed, (not including Official Orders), shall be effective if it is in writing, signed and delivered to the Commonwealth Representative, or Panel Member Representative, as the case may be, at the following address:

Commonwealth Representative

Position: Director Non Materiel Procurement Category Management - Corporate Services
Postal Address: PO Box 7910
Canberra BC ACT 2612
Tel: [REDACTED] FOI Act s. 47F
Email: [REDACTED]

Panel Member Representative

Name: [REDACTED] FOI Act s. 47F
Postal Address: PO Box 3907
Weston ACT 2611
Tel: [REDACTED] FOI Act s. 47F
Fax: [REDACTED]
Email: [REDACTED]

- 2.6.2 In the case of any resultant Contract, any notice or communication under the Contract shall be effective if it is in writing, signed and delivered to the Authorised Officer at the address specified in the written notice under clause 2.3.1 or to the Contract Representative at the address detailed in the Official Order as the case may be.
- 2.6.3 A notice or communication shall be deemed to have been delivered:
- by prepaid post in three Working Days if sent within Australia and in eight Working Days if sent by air mail from one country to another; or
 - by facsimile, at the time recorded by the transmitting machine, unless within one Working Day the sender is informed that the transmission was received in incomplete or garbled form.

3 PROVISION OF THE SERVICES

3.1 Language and Measurement

- 3.1.1 All information delivered as part of the Services under the Deed and any Contract shall be written in English. Measurements of physical quantity shall be in Australian legal units as prescribed under the *National Measurement Act 1960* or, if supplies are imported, units of measurement as agreed by the Commonwealth Representative.

3.2 Key Persons

- 3.2.1 The Panel Member shall ensure that the Services are undertaken by personnel who:
- a. are suitably qualified, with appropriate skills and experience; and
 - b. hold an appropriate current certificate, authorisation or accreditation at all times during the provision of the Services.
- 3.2.2 The Panel Member shall ensure that each nominated Key Person delivers the Services under the Contract.
- 3.2.3 In the event that a Key Person will or may become unavailable for the performance of the work under the Contract, the Panel Member shall:
- a. notify the Commonwealth of the impending unavailability immediately that the Panel Member becomes aware of the situation; and
 - b. nominate, at its earliest opportunity, a suitable replacement for the Commonwealth's consideration.
- 3.2.4 The Commonwealth may, at its discretion and at any time, give a notice in writing, including reasons, directing the Panel Member to remove a Key Person or other Panel Member personnel from work in respect of the Services. The Panel Member shall arrange for their replacement at the earliest opportunity with personnel of appropriate skills and experience.
- 3.2.5 If the Panel Member is unable to provide a replacement with suitable skills or in a sufficient time to enable the Panel Member to complete the Services in accordance with the Contract, the Commonwealth may terminate the Contract in accordance with clause 10.2.
- 3.2.6 Any requirement to replace any of the Panel Member's personnel during the course of any Contract (whether at the request of the Commonwealth or not) shall not constitute an act or event that is beyond the reasonable control of the Panel Member in meeting the requirements of the Contract.

3.3 Government Furnished Material

- 3.3.1 If specified in and required under any Contract, the Commonwealth will deliver or provide access to nominated GFM to the Panel Member at the place and times specified in that Contract or otherwise determined by the relevant Authorised Officer.
- 3.3.2 Upon receipt of GFM, the Panel Member shall:
- a. inspect GFM for physical damage, any defects or deficiencies which impact on, or are likely to impact on, the intended use of the GFM; and
 - b. report its satisfaction or dissatisfaction with the GFM in writing to the relevant Authorised Officer.
- 3.3.3 The Panel Member shall:
- a. take all reasonable care of, and be liable for loss of or damage to, GFM in its care, custody or control; and
 - b. utilise the GFM in performing the Services with a high degree of professional skill and care and in accordance with the relevant Contract.
- 3.3.4 The Panel Member shall return GFM (other than consumable items of GFM) to the Commonwealth as required by the Contract or as directed by the relevant Authorised Officer.
- 3.3.5 The Panel Member acknowledges and agrees that the Commonwealth does not give any warranty or representation about the suitability or fitness of any GFM for any particular use or application.

3.3.6 The Panel Member shall not:

- a. without the prior written approval of the relevant Authorised Officer:
 - (i) use GFM other than for a purpose for which the GFM was designed, manufactured or constructed;
 - (ii) use GFM other than for the purposes of the relevant Contract;
 - (iii) modify GFM;
 - (iv) transfer possession or control of GFM to any other party; or
 - (v) communicate or divulge GFM to any other party; or
- b. create or allow to be created any lien, charge, mortgage or encumbrance over any GFM.

3.3.7 The relevant Authorised Officer may notify the Panel Member of any Intellectual Property rights applicable to the GFM and the Panel Member shall not act contrary to the existence of such rights.

3.4 Panel Member Managed Commonwealth Assets

3.4.1 The Panel Member shall take all reasonable care of Panel Member Managed Commonwealth Assets (PMMCA) and shall provide facilities to store and handle all PMMCA as they are received.

3.4.2 The Panel Member shall, within seven days of becoming aware that any PMMCA are lost, destroyed, damaged, defective or deficient, notify the Authorised Officer of the event in writing.

3.4.3 Without limiting clause 6.1, the Panel Member shall be liable to the Commonwealth for loss or destruction of, damage to or defects or deficiencies in, the PMMCA, except to the extent that the loss, destruction, damage, defects or deficiencies result from any unlawful or negligent act or omission on the part of the Commonwealth, its officers, employees or agents. Subject to clause 3.4.4, or an agreement by the parties to replace the PMMCA, the Panel Member shall compensate the Commonwealth for the loss or destruction of, damage to or defects or deficiencies in, the PMMCA and the Commonwealth may recover an amount equivalent to the value of the compensation under clause 10.4 as a debt due to the Commonwealth.

3.4.4 If in the opinion of the Authorised Officer the Panel Member has the necessary capacity, the Authorised Officer may require the Panel Member, by notice in writing, to transport, dispose of or repair damaged, defective or deficient PMMCA. If the Panel Member is liable under clause 3.4.3 for the damage, defect or deficiency, the work performed by the Panel Member under this clause 3.4.4 shall discharge or partially discharge the Panel Member's liability. If the Panel Member is not liable under clause 3.4.3 for the damage, defect or deficiency, the Panel Member shall, if the parties agree in advance to the cost of the work, perform the work for no more than the agreed cost.

3.5 Stocktaking of Panel Member Managed Commonwealth Assets

3.5.1 The Panel Member shall:

- a. institute, maintain and apply a system for, the accounting for and control, handling, preservation, protection and maintenance of PMMCA;
- b. undertake quarterly stocktakes of PMMCA; and
- c. develop and deliver quarterly PMMCA stocktaking reports that include the following information:
 - (i) the stocktake number and code;
 - (ii) the storage location of all goods included in the stocktake;
 - (iii) stocktake start and end dates; and
 - (iv) statistical data including the quantity and value of all discrepancies, shelf stock held, shelf stock stocktaken, surpluses and deficiencies.

3.5.2 The Panel Member shall promptly conduct investigations into every discrepancy arising from stocktakes of PMMCA.

3.5.3 The Panel Member shall immediately notify the Authorised Officer of any deficiencies that are discovered through a stocktake of PMMCA.

3.6 Notification of Inability to Provide Services

- 3.6.1 Without limiting or otherwise affecting the parties' respective rights and obligations under this Deed or any Contract or otherwise at law or in equity, if at any time during the Term the Panel Member is unable or is likely to become unable, for whatever reason, to provide any or all of the Services, including financial difficulty, the Panel Member must immediately notify the Commonwealth Representative of that fact. The Panel Member should also notify the Authorised Officer for any Contracts it is currently undertaking or has been engaged to undertake that may be affected by its inability to provide the Services.

3.7 Authorisations

- 3.7.1 The Panel Member shall, and shall ensure that its Subcontractors:
- a. obtain and maintain in full force all Authorisations required for provision of the Services;
 - b. provide a copy of any Authorisations to the Commonwealth within 10 Working Days of request by the Commonwealth; and
 - c. ensure that the Services are provided in accordance with all Authorisations.
- 3.7.2 The Panel Member shall notify the Commonwealth within 10 Working Days after receiving notification of refusal to grant, or an intent to revoke or qualify, an Authorisation required for provision of the Services.

4 INTELLECTUAL PROPERTY

4.1 Ownership of Intellectual Property

- 4.1.1 Nothing in the Deed affects the ownership of Background IP or Third Party IP.
- 4.1.2 Ownership of all Foreground IP vests on its creation in the Commonwealth which has the exclusive right to apply for registration of that Foreground IP in all countries of the world unless alternative arrangements are specified in the Official Order.

4.2 Intellectual Property Licence

- 4.2.1 The Panel Member grants to the Commonwealth a royalty-free, irrevocable, world-wide, perpetual, non-exclusive licence in respect of all Background IP and Third Party IP controlled by the Panel Member, including the right to sub-licence:
- a. to use, maintain, modify, develop and dispose of the Services;
 - b. to complete the Services upon termination of the Deed or any Contract; and
 - c. to remedy defects or omissions in the Services in accordance with clause 7.2.
- 4.2.2 The Panel Member shall ensure that the Commonwealth is granted a licence to exercise all Third Party IP on the best available commercial terms.
- 4.2.3 The Commonwealth may, on request, grant the Panel Member a licence to exercise Foreground IP owned by the Commonwealth on terms acceptable to the Commonwealth, including an appropriate licence fee.
- 4.2.4 In regard to each Contract made pursuant to the Deed, the Panel Member shall, as soon as possible, but no later than the submission of the final claim for payment under clause 5.2, provide a list of all Background IP, Foreground IP and Third Party IP to the Commonwealth in the format set out at Attachment M. The Commonwealth reserves the right to withhold payment of the final claim for payment under clause 5.2 until the Panel Member complies with its obligations under this clause 4.
- 4.2.5 For the avoidance of doubt, Attachment M is for record management purposes and does not in any way alter or limit this clause 4.2. If there is any inconsistency between this clause 4.2 and Attachment M, clause 4.2 shall to the extent of the inconsistency prevail.

4.3 Provision of Technical Data

- 4.3.1 The Panel Member shall provide with the Services all Technical Data (TD) necessary for the Commonwealth to exercise its IP rights as defined in clause 4.1 and 4.2.
- 4.3.2 The Panel Member shall ensure that all TD delivered to the Commonwealth will enable a reasonably skilled person to efficiently and effectively do the things permitted to be done by the Commonwealth in the exercise of its IP rights under clause 4.1 and 4.2.

4.4 Release to Third Parties

- 4.4.1 If the Commonwealth intends to make available to another person any Background IP owned by the Panel Member, the Commonwealth shall first obtain that Panel Member's consent. Such consent is not to be unreasonably withheld or delayed.
- 4.4.2 Subject to clause 4.4.1, if the Commonwealth makes available to another person any Background IP owned by the Panel Member, the Commonwealth shall obtain from that person a deed of confidentiality.

4.5 Moral Rights

- 4.5.1 The Panel Member represents and warrants that the use of the Services for Defence Purposes or other purposes permitted by the Deed or any Contract will not infringe the Moral Rights of the officers, employees or agents of the Panel Member or its Subcontractors.
- 4.5.2 The Panel Member shall ensure that none of its:
- a. officers, employees or agents;
 - b. Subcontractors; or
 - c. Subcontractors' officers, employees or agents,

institute, maintain or support any claim or proceeding against the Commonwealth or its officers, employees or agents for infringement of any of their Moral Rights.

5 PRICE AND PAYMENT

5.1 Price and Price Basis

- 5.1.1 Attachment C outlines the maximum rates that shall apply to all work performed under this Deed and any Contract and are unalterable unless adjusted in accordance with clause 8.3.
- 5.1.2 Unless otherwise agreed by the parties, the Contract Price shall be based on the Schedule of Rates listed in Attachment C for all Labour Categories applicable to the total days of effort estimated in the Panel Member's quotation. The Contract Price will be as set out in the relevant Official Order, and is payable, subject to satisfactory performance of the Services, in accordance with the Deed and the relevant Contract. The parties may agree, as an alternative to using the rates set out in Attachment C, on commercial arrangements such as a fixed fee which provide the Commonwealth with enhanced value for money.
- 5.1.3 The Commonwealth shall be entitled, without derogating from any other rights it may have, to defer payment of a claim until the Panel Member has completed, to the satisfaction of the Authorised Officer, that part of the Services to which the claim relates.

5.2 Payment

- 5.2.1 The Panel Member shall submit a claim for payment in accordance with clause 5.3.
- 5.2.2 On receipt of a claim for payment the Authorised Officer shall either:
- a. approve the claim if it is submitted in accordance with clause 5.2.1; or
 - b. reject the claim if it is not submitted in accordance with clause 5.2.1, or on the basis of clause 5.1.3.
- 5.2.3 When a claim is approved under clause 5.2.2a, the Commonwealth shall make payment within 30 days of receipt of the claim.
- 5.2.4 When the Authorised Officer rejects the claim under clause 5.2.2b, the Authorised Officer shall, within 14 days of receipt of the claim, notify the Panel Member in writing of the need to resubmit the claim and the reasons for rejection and any action to be taken by the Panel Member for the claim to be rendered correct for payment.
- 5.2.5 Upon receipt of a notice issued pursuant to clause 5.2.4, the Panel Member shall immediately take all necessary steps to make the claim for payment conform to the requirements of the Deed and the relevant Contract and shall submit a revised claim in accordance with clause 5.3.3 when such action is complete. The resubmitted claim shall be subject to the same conditions as if it were the original claim.
- 5.2.6 If the Commonwealth agrees to accept the Services despite any minor omissions or defects or other non-compliance, the Commonwealth may, after consultation with the Panel Member:
- a. determine a revised Contract Price reflecting the reduction in value for money of the omission, defect or non-compliance ('Reduction Amount'); and
 - b. exercise its rights under clause 10.4 in respect of the Reduction Amount.

5.3 Claims for Payment

- 5.3.1 The Panel Member shall be entitled to submit claims for payment in accordance with the Deed and the relevant Contract.
- 5.3.2 All claims for payment submitted by the Panel Member shall:
- a. be correctly addressed and calculated in accordance with the relevant Contract;
 - b. subject to clause 5.2.6, only claim payment for Services that meet the requirements of the relevant Contract;
 - c. be in the form of a valid tax invoice in accordance with clause 5.5;
 - d. contain the following information:
 - (i) the title of the Services and the name of the Panel Member's Representative;
 - (ii) the name and phone number of the Authorised Officer;
 - (iii) the Official Order number and purchase order number;

- (iv) the date, task item, number of hours and hourly rate (if applicable); and
- (v) the amount of the claim; and
- e. be accompanied by any documentation requested by the Authorised Officer in order to establish that the Services meet the requirements of the relevant Contract or that the claim is in accordance with the relevant Contract.

5.3.3 All claims for payment are to be submitted to invoices@defence.gov.au or to the address provided by the Authorised Officer.

5.4 Ownership and Control of Services

5.4.1 Subject to clause 4, ownership of Services, or partially completed Services, shall pass to the Commonwealth upon payment of a claim relating to those Services in accordance with clause 5.

5.4.2 If ownership of the Services vests in the Commonwealth, the Panel Member shall deliver to the Commonwealth all Services remaining in its possession upon expiration or termination of the Deed or Contract.

5.5 Taxes and Duties

5.5.1 All taxes, duties and government charges imposed or levied in Australia or overseas in connection with the Deed or any Contract shall be met by the Panel Member and shall be included within the Contract Price.

5.5.2 The Contract Price set out in the Official Order includes GST for Services to be delivered under the Contract which are taxable supplies within the meaning of the GST Act.

5.5.3 The Panel Member shall submit each claim for payment pursuant to clause 5 in the form of a valid tax invoice. The tax invoice shall include the amount and method of calculation of any GST payable by the Panel Member in relation to that claim for payment as a separate item.

5.5.4 If the Panel Member incorrectly states the amount of GST payable, or paid, by the Commonwealth on an otherwise valid tax invoice, the Panel Member shall issue to the Commonwealth a valid adjustment note in accordance with the GST Act.

5.5.5 If the Commonwealth makes, or is assessed by the Australian Taxation Office (ATO) as having made, a taxable supply to the Panel Member under or in connection with the Contract, the Commonwealth shall be entitled to recover from the Panel Member upon presentation of a valid tax invoice, the amount of GST paid or payable by the Commonwealth to the ATO.

5.5.6 Any amount of GST to be paid by the Panel Member under clause 5.5.5 shall be a debt recoverable by the Commonwealth.

5.6 Not Used

5.7 Adjustments for Option to Extend

5.7.1 If the Commonwealth exercises its option to extend the Term of the Deed pursuant to clause 1.3, then the Schedule of Rates may be subject to escalation/adjustment. Subject to Clause 5.7.2, the maximum potential allowable price escalation will be determined by the Adjustment Formula included at Attachment O of the Conditions of Deed. The Commonwealth reserves the right to seek to negotiate the quantum of any price escalation up to the maximum allowable escalation, including the option of applying nil escalation, at the time it is scheduled to take effect.

5.7.2 When applying clause 5.7.1, the Commonwealth will consider the impact of any Statutory and/or Legislative changes affecting the Panel Member and may, at its absolute discretion, increase the maximum potential allowable price escalation to cover these costs in whole or in part.

5.8 Not Used

6 INSURANCE AND LIABILITY

6.1 Indemnity

- 6.1.1 The Panel Member shall indemnify the Commonwealth, its officers, employees and agents against any liability, loss, damage, costs (including the cost of any settlement and legal costs and expenses on a solicitor and own client basis) and expenses arising out of or in connection with a default or unlawful or negligent act or omission on the part of the Panel Member, its officers, employees, agents or Subcontractors. The Panel Member's liability to indemnify the Commonwealth shall be reduced proportionally to the extent that any unlawful or negligent act or omission on the part of the Commonwealth or any person through whom the Commonwealth is acting (but not including the Panel Member, its officers, employees, agents or Subcontractors) contributed to the liability, loss, damage, costs or expenses.
- 6.1.2 The liability of the Panel Member to the Commonwealth arising out of the Panel Member's performance of the Deed and any Contract will be limited to ten (10) times the contract value or \$20 million per Contract, whichever is the lesser.
- 6.1.3 The limitation in clause 6.1.2 does not apply to liability of the Panel Member, including under an indemnity whether or not expressly referred to in this clause, for:
- a. personal injury and death;
 - b. loss of, or damage to, third party property or Commonwealth property (other than Defence property);
 - c. breach of IP rights, confidentiality, privacy or security obligations;
 - d. fraud or dishonesty;
 - e. unlawful or illegal acts; or
 - f. the IP indemnity provided by the Panel Member under clause 6.2.

6.2 Intellectual Property Indemnity

- 6.2.1 The Panel Member shall indemnify the Commonwealth its officers, employees, agents, licensees or sub-licensees against any liability, loss, damage, cost (including the cost of any settlement and legal costs and expenses on a solicitor and own client basis), compensation or expense sustained or incurred by the Commonwealth which arises out of any action, claim, dispute, suit or proceeding brought by any third party in respect of any:
- a. infringement or alleged infringement of that third party's IP rights including Moral Rights when the infringement or alleged infringement arises out of any activity permitted under any licence or assignment referred to in clause 4 or otherwise under the Deed or any Contract; or
 - b. breach or alleged breach of any duty of confidentiality owed to that third party, when the breach is caused by any act or omission on the part of the Panel Member or any of its Subcontractors, officers, employees or agents (whether or not such act or omission constitutes a breach of the Deed or any Contract).
- 6.2.2 For the purposes of this clause 6.2, 'infringement' includes unauthorised acts which would, but for the operation of section 163 of the *Patents Act 1990*, section 96 of the *Designs Act 2003*, section 183 of the *Copyright Act 1968*, and section 25 of the *Circuits Layout Act 1989*, constitute an infringement.

6.3 Not Used

6.4 Insurance

- 6.4.1 Before commencing its obligations under the Deed, the Panel Member shall:
- a. effect and maintain workers compensation insurance or be registered with the appropriate statutory authority against liability for death of or injury to persons employed by the Panel Member, including liability under statute and common law;
 - b. have public liability insurance for an amount of not less than \$10 million; and

- c. obtain and keep current Professional Indemnity insurance cover adequate for breach of duty owed in a professional capacity by the Panel Member under any Contract under the Deed or at common law.
- 6.4.2 The Panel Member shall ensure each Subcontractor is insured against the Subcontractor's corresponding liabilities.
- 6.4.3 The Panel Member shall maintain the insurance or registration required by this clause 6.4 for the Term of the Deed or until completion of all Contracts and for the obligations that survive expiry or termination of the Deed or any Contract, shall ensure that cover is maintained for the period that those obligations survive expiry or termination or for a period as otherwise specified in writing by the Commonwealth. The Panel Member shall, on request, produce satisfactory evidence of the insurance or registration to the Commonwealth Representative, Panel Manager or Authorised Officer (as applicable) including details of:
 - a. name of the insurance provider;
 - b. type of insurance;
 - c. terms of the insurance, including any specific exclusions;
 - d. limits of liability per claim or occurrence and details of any aggregate limits or relevant sub-limits that apply;
 - e. whether any past or current claims made under the policy have materially affected, or are likely to materially affect, the amount of cover available under the policy;
 - f. deductible amounts; and
 - g. period of insurance.
- 6.4.4 The Panel Member shall immediately notify the Commonwealth if the Panel Member becomes aware or reasonably believes that, in relation to any policy of insurance relevant to the Deed or any Contract:
 - a. the policy:
 - (i) is or will be cancelled;
 - (ii) has not been or will not be renewed; or
 - (iii) has had or will have its coverage reduced in any material respect; or
 - b. there has been non-compliance with any conditions to which the policy is subject.
- 6.4.5 In addition to the insurance coverage detailed at clause 6.4.1 individual contracts may require the Panel Member to obtain and maintain additional insurance coverage specific to the Contract. When such additional insurance is required it shall be included in the Request for Quotation and Tasking Statement.

7 WARRANTIES

7.1 Fitness for Purpose

- 7.1.1 The Panel Member shall ensure and warrants that any Services provided under any Contract shall be fit for the purpose or purposes for which Services of that kind would be reasonably expected to be applied by the Commonwealth.

7.2 Warranty

- 7.2.1 The Panel Member warrants that it has the necessary expertise, experience, capacity and capability required to perform the Services in accordance with a standard of care, skill and diligence that would be exercised by a competent supplier of such Services and that the Services shall conform with the requirements of the Contract.
- 7.2.2 The Panel Member shall remedy any errors or defects in the Services notified to the Panel Member by the Commonwealth Representative, Panel Manager or Authorised Officers during the period of three months starting from the delivery of the Services that are not conforming to the requirements of the Deed and any Contract.
- 7.2.3 The liability of the Panel Member to remedy defects under the warranty provided by the Panel Member under clause 7.2.2 shall not apply to the extent that the defect arises from the Commonwealth's negligent or wilful damage of the Services.
- 7.2.4 The Panel Member, unless the Commonwealth Representative, Panel Manager or Authorised Officers otherwise allows, shall meet all costs of, and incidental to, the discharge of the warranties under this clause 7.2.
- 7.2.5 The Panel Member acknowledges that the Commonwealth enters into the Contract in reliance on the Panel Member's warranties in this clause 7.2, and the Panel Member's skill and judgement in rendering the Services.
- 7.2.6 If the Panel Member fails within the period of thirty days after notification by the Commonwealth Representative, Panel Manager or Authorised Officer, to rectify an error or a defect pursuant to this clause 7.2, the Commonwealth may, without limiting the Panel Member's warranties and obligations under clause 7, perform or have performed the necessary remedial work at the expense of the Panel Member, and may recover such expense as a debt due to the Commonwealth in accordance with clause 10.4.
- 7.2.7 The rights and remedies provided in this clause 7.2 are in addition to, and shall not limit, any other rights of the Commonwealth under the Deed, any Contract or otherwise.

8 DEED MANAGEMENT

8.1 Records

- 8.1.1 The Panel Member shall:
- a. keep records relating to the provision of the Services under the Deed and any Contract in accordance with industry standards; and
 - b. keep such other records as the Commonwealth Representative or Panel Manager reasonably requires, or may from time to time require, and as advised to the Panel Member.

8.2 Measurement and Reporting

- 8.2.1 On a six monthly basis the Panel Member shall provide to the Commonwealth Representative, a written report in accordance with Attachment B.

8.3 Change to the Deed or any Contract

- 8.3.1 Either party may propose a change to the Deed or any Contract.
- 8.3.2 The Deed may only be changed in writing and signed by the Commonwealth Representative and the Panel Member.
- 8.3.3 A Contract may only be changed in writing and signed by the Authorised Officer and the Panel Member.
- 8.3.4 Unless otherwise agreed to, a change to the Deed or any Contract shall take effect on the date on which the change is signed by the parties in accordance with clauses 8.3.2 or 8.3.3, or if signed on separate days, the date of the last signature.
- 8.3.5 The Commonwealth Representative may issue an amendment to the Deed to incorporate any changes that have taken effect under clause 8.3.2. The amendment does not affect the legal status of the change as determined under clause 8.3.2.
- 8.3.6 The Authorised Officer may issue an amendment to any Contract to incorporate any changes that have taken effect under clause 8.3.3. The amendment does not affect the legal status of any Contract change as determined under clause 8.3.3.
- 8.3.7 The parties shall not be liable to each other for any additional work undertaken or expenditure incurred unless the adjustment is in accordance with clause 8.3.

8.4 Waiver

- 8.4.1 Failure by either party to enforce a term of the Deed or any Contract shall not be construed as in any way affecting the enforceability of that provision, or the Deed or any Contract as a whole.

8.5 Commercial-in-Confidence Information

- 8.5.1 If in connection with the Deed or any Contract, Commercial-in-Confidence Information is provided or produced by any person, the relevant party shall ensure that any person receiving or producing the information protects the confidential nature of the information except:
- a. when disclosure of the information is required by law or statutory or portfolio duties; or
 - b. to the extent that the Commonwealth would be prevented from exercising any of its IP rights under the Deed or any Contract.
- 8.5.2 If it is necessary to disclose Commercial-in-Confidence Information, provided or produced by or on behalf of the other party, to a third party, other than a legal adviser or for a purpose within an exception listed in clause 8.5.1, the party wishing to make the disclosure must obtain the written consent of the other party to the Deed.
- 8.5.3 The Commonwealth may require the Panel Member to ensure that its officers, employees, agents, and Subcontractors engaged in the performance of a Contract give a written undertaking prior to the disclosure of Commercial-in-Confidence Information.
- 8.5.4 The Panel Member shall not, in marking information supplied to the Commonwealth, misuse the term 'Commercial-In-Confidence' or the Panel Member's equivalent. The marking of information as 'Commercial-In-Confidence' shall not affect the legal nature and character of the information.

- 8.5.5 The parties agree that any conditions of the Deed and Attachments, or the parts of them, listed in Attachment L are Commercial-in-Confidence Information for the relevant party as at the Effective Date.
- 8.5.6 The parties agree that any provisions of any Contract that vary or add to the conditions of the Deed and Attachments, and that are Commercial-in-Confidence Information to a party at the time any Contract is created, shall be listed in an attachment to the Contract in the form of Attachment L.
- 8.5.7 The Panel Member agrees to deliver to the Commonwealth, as required by the Commonwealth, all documents in its possession, power or control which contain or relate to any information that is Commercial-in-Confidence Information of the Commonwealth on the earlier of:
- a. demand by the Commonwealth; or
 - b. the time the documents and other material are no longer required for the purposes of the Deed or any Contract.
- 8.5.8 If the Commonwealth makes a demand under clause 8.5.7, and the Panel Member has placed or is aware that documents containing the Commercial-in-Confidence Information are beyond its possession or control, then the Panel Member shall provide full particulars of the whereabouts of the documents containing the Commercial-in-Confidence Information, and the identity of the person in whose custody or control they lie.
- 8.5.9 The Panel Member, when directed by the Commonwealth in writing, agrees to destroy any document in its possession, power or control that contain or relate to any Commercial-in-Confidence Information, excepting that the Panel member may, for the internal record-keeping purposes of the Panel member only, retain one copy of Commercial-in-Confidence Information associated with any project.
- 8.5.10 Return or destruction of the documents referred to in this clause 8.5 does not release the Panel Member from its obligations under the Deed or any Contract.

8.6 Assignment and Novation

- 8.6.1 Neither party may, without the written consent of the other, assign in whole or in part, its rights under the Deed or any Contract.
- 8.6.2 If the Panel Member proposes to enter into any arrangement that will require the novation of the Deed or any Contract, it shall notify and seek the consent of the Commonwealth Representative within a reasonable period prior to the proposed novation.

8.7 Negation of Employment and Agency

- 8.7.1 The Panel Member shall not represent itself, and shall ensure that its officers, employees, agents and Subcontractors do not represent themselves, as being employees, partners or agents of the Commonwealth.
- 8.7.2 Without limiting clause 8.7.1, the Panel Member shall clearly identify itself, and shall ensure that its officers, employees, agents and Subcontractors clearly identify themselves, as a Panel Member to the Commonwealth when communicating through telephone, facsimile, email or any other communication tool in the course of performing the Services.
- 8.7.3 The Panel Member, its officers, employees, agents and Subcontractors shall not by virtue of the Deed or any Contract, be, or for any purpose be deemed to be, an employee, partner or agent of the Commonwealth.

8.8 Commonwealth Access

- 8.8.1 During the Term of the Deed or during the performance of any Contract created under the Deed, the Panel Member shall permit the Commonwealth Representative, Panel Manager or any person authorised by the Commonwealth Representative or Panel Manager access to its premises, and access to any of its records or accounts relevant to or impacting on the performance of work under the Deed or any Contract. The Commonwealth may copy any records or accounts for the purposes of the Deed or any Contract.
- 8.8.2 Without limiting the generality of clause 8.8.1, the purposes for which the Commonwealth Representative, Panel Manager or any person authorised by the Commonwealth Representative or Panel Manager may require access include:

- a. investigating all costs and pricing matters in relation to the Deed or any Contract including investigating the reasonableness of:
 - (i) proposed prices or costs in any Deed or Contract change proposal submitted in accordance with clause 8.3; and
 - (ii) costs associated with claims for payment;
 - b. conducting audits under the *Auditor-General Act 1997*;
 - c. inspecting PMMCA, attending, checking or conducting stocktakes of PMMCA, including viewing and assessing the Panel Member's inventory control and stocktaking systems, or removing PMMCA that are no longer required for the performance of the Contract;
 - d. determining whether and to what extent steps should be taken to register or otherwise protect Commonwealth IP; and
 - e. monitoring the Panel Member's work health and safety and environmental compliance in connection with the provision of the Services.
- 8.8.3 If the Panel Member enters into a Subcontract in accordance with clause 8.10, the Panel Member shall ensure the Subcontracts require Subcontractors to give the Commonwealth Representative, Panel Manager, and any person authorised by the Commonwealth Representative or Panel Manager, access to Subcontractors' premises, and to records and accounts in connection with the performance of work under the Subcontract, including the right to copy.
- 8.8.4 The Commonwealth shall comply with, and shall require any delegate or person authorised by the Commonwealth Representative or Panel Manager to comply with, any reasonable Panel Member or Subcontractor safety and security requirements or codes of behaviour for the premises.

8.9 Panel Member Access

- 8.9.1 The Commonwealth shall allow the Panel Member or its Key Persons access to Commonwealth premises for the purpose of performing the Contract.
- 8.9.2 The Panel Member shall comply with, and require persons afforded access under this clause 8.9 to comply with, any relevant Commonwealth safety requirements, regulations, standing orders, or codes of behaviour for the Commonwealth premises.
- 8.9.3 The Commonwealth retains the right to deny access on occasions to the Panel Member or its Key Persons because of safety and security arrangements or as a result of failure by the Panel Member or Key Persons to comply with clause 8.11.

8.10 Subcontracts

- 8.10.1 The Panel Member shall not Subcontract the whole of the work under the Deed or any Contract.
- 8.10.2 The Panel Member, by subcontracting any of its obligations to provide Services for any Contract or by obtaining the Commonwealth Representative's or Panel Manager's approval of a Subcontractor, shall not be relieved of its liabilities or obligations, and shall be responsible for all Subcontractors.
- 8.10.3 The Panel Member shall not enter into a Subcontract for any Contract with a Subcontractor named by the Director of Affirmative Action as an employer currently not complying with the *Workplace Gender Equality Act 2012*.
- 8.10.4 The Panel Member shall not enter into a Subcontract under the Deed or any Contract involving the development of or access to security classified information or equipment, without the prior written permission of the Commonwealth.
- 8.10.5 The Panel Member, if requested by the Commonwealth Representative or Panel Manager, shall provide the Commonwealth Representative or Panel Manager with names of all Subcontractors and a copy of any Subcontract, which copy need not contain prices. The Panel Member acknowledges and shall inform its Subcontractors that the Commonwealth may be required to publicly disclose the Subcontractors' participation in the performance of the Contract.

8.11 Defence Security

- 8.11.1 If the Panel Member requires access to any Commonwealth place, area or facility under the control or responsibility of the Department of Defence or the ADF, the Panel Member shall:

- a. comply with any security requirements (including those contained in the DSM) notified to the Panel Member by the Commonwealth Representative, Panel Manager or Authorised Officer from time to time; and
 - b. ensure that its officers, employees, agents and Subcontractors are aware of and comply with the Commonwealth's security requirements.
- 8.11.2 The Panel Member shall:
 - a. ensure that its officers, employees, agents and Subcontractors, undertake any security checks, clearances or accreditations as required by the Commonwealth;
 - b. notify the Commonwealth of any changes to circumstances which may affect the Panel Member's capacity to provide Services in accordance with the Commonwealth's security requirements; and
 - c. provide any written undertakings in respect of security or access to the Commonwealth place, area or facility in the form required by the Commonwealth.
- 8.11.3 The security classification of work to be performed under the Deed and any Contract may be up to and including SECRET level. If required, the Panel Member shall possess or go through the process to obtain and maintain a personnel security clearance at Negative Vetting 1 level and shall comply with the requirements and procedures of Part 2:20 of the DSM, as amended from time to time.
- 8.11.4 No security classified information furnished or generated under the Deed or any Contract shall be released to a third party, including a representative of another country, without prior written approval of the originator through the Commonwealth Representative, Panel Manager or Authorised Officer. The Panel Member and/or its employee/s may be required to complete the Non-Disclosure Agreements at Attachment K to reinforce the obligations in relation to the treatment of confidential information.
- 8.11.5 The Panel Member shall promptly report to the Commonwealth Representative, Panel Manager or Authorised Officer any instance in which it is known or suspected that security classified information furnished or generated under the Deed or any Contract has been lost or disclosed to unauthorised parties, including a representative of another country.
- 8.11.6 All security classified information transmitted between the parties or a party and a Subcontractor, in Australia, whether generated in Australia or overseas, shall be subject to the terms of Part 2:33 of the DSM, as amended from time to time.
- 8.11.7 All security classified information transmitted between the parties or a party and a Subcontractor located overseas, whether generated in Australia or by another country, shall be subject to the laws of the overseas country regarding the custody and protection of security classified information, and to any bilateral security instrument between Australia and the overseas country.
- 8.11.8 If there has been a breach by the Panel Member, a Subcontractor, or any of their officers, employees or agents, of clause 8.11, the Commonwealth Representative may give the Panel Member a notice of termination for default under clause 10.2.1.
- 8.11.9 The Panel Member shall ensure the requirements of clause 8.11 are included in all Subcontracts where the Subcontractor requires access to any Commonwealth place, area or facility, or to security classified information in order to perform the obligations of the Subcontract.
- 8.11.10 Unless otherwise agreed in writing by the Commonwealth, the Panel Member shall bear the cost of complying with the Commonwealth's security requirements under the Deed and any Contract.
- 8.12 Conflict of Interest**
- 8.12.1 The Panel Member warrants that, to the best of its knowledge after making diligent inquiries at the Effective Date, no conflict of interest exists or is likely to arise in the performance of its obligations under the Deed or any Contract by itself or by any of its officers, employees, agents or Subcontractors. The Panel Member shall notify the Commonwealth in writing immediately if such a conflict of interest arises, or appears likely to arise.
- 8.12.2 Within seven days after giving notice under clause 8.12.1, the Panel Member shall notify the Commonwealth in writing of the steps it will take to resolve the issue. If the Commonwealth considers those steps are inadequate, it may direct the Panel Member to resolve the issue in a manner proposed by the Commonwealth. If the Panel Member fails to notify the Commonwealth in accordance with clauses 8.12.1 or 8.12.2 or is unable or unwilling to resolve the issue in the

required manner, the Commonwealth may terminate the Deed and any Contract in accordance with clause 10.2.

- 8.12.3 The Panel Member shall include rights of the Commonwealth equivalent to those contained in clause 8.12 in all Subcontracts.

8.13 Post Commonwealth Separation Employment

- 8.13.1 Except with the prior written Approval of the Commonwealth Representative, the Panel Member shall not permit any Commonwealth Personnel or Defence Panel Member who, at any time during the preceding 12 month period was engaged or involved in:

- a. the preparation or management of the Deed or any Contract;
- b. the assessment or selection of the Panel Member; or
- c. the planning or performance of the procurement or any activity relevant or related to the Deed or any Contract,

to perform or contribute to the performance of the Deed or any Contract.

- 8.13.2 To avoid doubt, the 12 month period referred to in clause 8.13.1 applies from the date which is 12 months before the date on which the Panel Member proposes that the person start performing or contributing to the performance of the Deed or any Contract.

- 8.13.3 The Commonwealth Representative shall not unreasonably withhold approval of a person under clause 8.13.2 and, in making a decision, shall consider:

- a. the character and duration of the engagement, services or work that was performed by the person during the relevant 12 month period;
- b. any information provided by the Panel Member about the character and duration of the services proposed to be performed by the person under the Deed or any Contract;
- c. the potential for real or perceived conflicts of interest or probity concerns to arise if the person performs or contributes to the performance of the Deed or any Contract in the manner proposed under 8.13.3b, and the arrangements which the Panel Member proposes to put in place to manage or reduce those conflicts of interest or probity concerns;
- d. any information provided by the Panel Member concerning any significant effect that withholding approval will have on the person's employment or remuneration opportunities or the performance of the Deed or any Contract; and
- e. the policy requirements set out in DMI (PERS) 1/2007 and DI(G)PERS 25-4, as applicable.

- 8.13.4 The Panel Member shall include rights of the Commonwealth equivalent to those contained in this clause 8.13 in all Subcontracts.

8.14 New Customer

- 8.14.1 The Panel Member irrevocably offers to enter into a deed of standing offer on the same terms as this contract with an Australian Government Agency that is not a party to this contract at the time of its execution, if at any time during the Term:

- a. the Lead Customer had notified the Panel Member in writing that it consents to that Australian Government Agency becoming a new Customer; and
- b. that Australian Government Agency has provided the Panel Member with a Deed of Inclusion.

- 8.14.2 The Panel Member agrees to execute the Deed of Inclusion in a way that gives the Deed of Inclusion effect as a deed, and return the Deed of Inclusion to the New Customer within fourteen (14) days after receiving the Deed of Inclusion.

- 8.14.3 The signed Deed of Inclusion and any contract formed in accordance with this clause 8.14 are each separate agreements between the Panel Member and the relevant New Customer. Each New Customer may exercise its right independently of each other New Customer and the acts or omissions of one Customer do not affect the rights of the Lead Customer or any other New Customer.

9 POLICY AND LAW

9.1 Applicable Law

- 9.1.1 The laws of the Australian Capital Territory shall apply to the Deed and any Contract. The courts of that Territory shall have non-exclusive jurisdiction to decide any matter arising out of the Deed or any Contract.
- 9.1.2 The Panel Member shall, in the performance of the Deed or any Contract, comply with and ensure its officers, employees, agents and Subcontractors comply with, the laws from time to time in force in the State, Territory, or other jurisdictions (including overseas) in which any part of the Contract is to be carried out.

9.2 Not Used

9.3 Policy Requirements

- 9.3.1 The Panel Member shall comply with and require its officers, employees, agents and Subcontractors to comply with the following Commonwealth policies of general application relevant or applicable to any Contract:
- a. Conflicts of interest and Gifts, hospitality and sponsorship policies as detailed in DI(G) PERS 25-6 and DI(G) PERS 25-7;
 - b. Defence Equity and Diversity policy as detailed in DI(G) PERS 35-3;
 - c. Defence Stocktaking policy as detailed in DI(G) LOG 4-3-014;
 - d. Equal Opportunity for Women in the Workplace policy as detailed in the DPPM;
 - e. Fraud Control policy as detailed in DI(G) FIN 12-1
 - f. Hazardous Substances policy as detailed in the DPPM;
 - g. Information Management policy as detailed in DIMPI 1/2004; DIMPI 5/2001; and DI(G) ADMIN 10-6;
 - h. Ozone Depleting Substances and Synthetic Greenhouse Gases policy as detailed in the DPPM;
 - i. Work Health and Safety policy as detailed in the DPPM;
 - j. Defence Environmental policy as detailed in the DPPM;
 - k. Defence Public Interest Disclosure Scheme as detailed in DI(G) PERS 45-8; and
 - l. Use of Social Media by Defence Personnel as detailed in DI(G) ADMIN 08-2.
- 9.3.2 The Panel Member and its Subcontractors must fully comply 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.
- 9.3.3 When any resultant Contract may be valued over \$5 million (GST inclusive) and the main location of work under the Contract is a Region with a Significant Indigenous Population the Panel Member shall:
- a. Comply with the Indigenous Opportunities Policy including by implementing the Panel Member's approved ITES Plan when carrying out work under the Contract, complying with DEEWR's reporting requirements and maintaining the currency of its plan over the Contract Term; and
 - b. Provide a 'Notification of Approval' (issued by DEEWR) as evidence that DEEWR has approved its ITES Plan, no later than 90 days after the date on which the Contract is formed in accordance with clause 1.8.6a.
- 9.3.4 If the Panel Member's ITES Plan is suspended by DEEWR, the Panel Member shall within 14 days of notice of that suspension, provide a written notice to the Commonwealth Representative of the reasons for the suspension and proposed remedial action.

9.4 Work Health and Safety

9.4.1 The Panel Member shall:

- a. comply with, and shall ensure that all Subcontractors comply with, the applicable WHS Legislation when providing the Services under the Deed or any Contract including the obligation under the WHS Legislation to, so far as is reasonably practicable, consult, co-operate and co-ordinate activities with the Commonwealth and any other person who, concurrently with the Panel Member, has a work health and safety duty under the WHS Legislation in relation to the same matter; and
- b. in carrying out work under the Deed or any Contract ensure, so far as is reasonably practicable, the health and safety of:
 - (i) Commonwealth personnel;
 - (ii) Panel Member personnel and Subcontractor personnel; and
 - (iii) other persons,in connection with the Services.

9.4.2 The Panel Member represents and warrants that:

- a. it has given careful, prudent and comprehensive consideration to the work health and safety implications of the work to be performed by it under the Deed and any Contract; and
- b. the proposed method of performance of that work complies with, and includes a system for identifying and managing work health and safety risks which complies with, all applicable legislation relating to work health and safety including the WHS Legislation.

9.4.3 The Panel Member shall:

- a. provide the Services under the Deed or any Contract in such a way that the Commonwealth and Commonwealth personnel are able to undertake any roles or obligations in connection with the Services provided under the Deed or any Contract (such as in relation to testing or auditing); and
- b. ensure that the Commonwealth and Commonwealth personnel are able to make full use of the Services for the purposes for which they are intended, and to maintain, support and develop them,

without the Commonwealth or Commonwealth personnel contravening any applicable legislation relating to work health and safety including the WHS Legislation, any applicable standards relating to work health and safety or any Commonwealth or Defence policy relating to work health and safety.

9.4.4 Without limiting the Panel Member's obligations under the Deed or any Contract or at law, the Panel Member shall, in connection with or related to the work carried out under the Deed or any Contract, provide, and shall:

- a. use its best endeavours to ensure that any Subcontractor engaged in any Prescribed Activities provides in respect of those Prescribed Activities,
to the Commonwealth Representative:
- b. within 10 Working Days of a request by the Commonwealth Representative any information or copies of documentation requested by the Commonwealth Representative and held by the Panel Member or Subcontractor (as the case may be) to enable the Commonwealth to comply with its obligations under the WHS Legislation;
- c. in respect of:
 - (i) the Panel Member, within 10 Working Days of receipt or submission of the notice, written communication or written undertaking by the Panel Member; or
 - (ii) any other Subcontractor engaged in any Prescribed Activities, within 10 Working Days of a request by the Commonwealth,copies of:
 - (iii) all formal notices and written communications issued by a regulator or agent of the regulator under or in compliance with the WHS Legislation to the Panel Member or Subcontractor relating to work health and safety matters;

- (iv) all formal notices issued by a health and safety representative of the Panel Member or Subcontractor, under or in compliance with the WHS Legislation; and
 - (v) all formal notices, written communications and written undertakings given by the Panel Member or Subcontractor, to the regulator or agent of the regulator under or in compliance with the WHS Legislation; and
- d. within 10 Working Days of a request by the Commonwealth Representative written assurances specifying that to the best of the Panel Member's or the Subcontractor's (as the case may be) knowledge that it and its officers, employees, agents and Subcontractors are compliant with:
 - (i) the applicable WHS Legislation; and
 - (ii) any relevant or applicable approved codes of practice under the *Work Health and Safety Act 2011* (Cth) except where the Panel Member complies with the WHS Legislation in a manner that is different from the relevant code of practice but provides a standard of work health and safety that is equivalent to or higher than the standard required in the code of practice,and that the Panel Member or Subcontractor (as the case may be) has made reasonable enquiries before providing the written assurances.

9.4.5 Without limiting the Panel Member's obligations under the Deed or any Contract or at law, the Panel Member shall:

- a. provide, and shall ensure that a Subcontractor provides, to the Commonwealth Representative within 10 Working Days of a request by the Commonwealth Representative any information or copies of documentation requested by the Commonwealth Representative and held by the Panel Member or a Subcontractor (as the case may be) to enable the Commonwealth to comply with its obligations under the WHS Legislation in relation to the Deed or any Contract;
- b. without limiting clause 9.4.9, provide copies of:
 - (i) all formal notices and written communications issued by a regulator or agent of the regulator under or in compliance with the WHS Legislation to the Panel Member or a Subcontractor relating to work health and safety matters;
 - (ii) all formal notices issued by a health and safety representative under or in compliance with the WHS Legislation; and
 - (iii) all formal notices, written communications and written undertakings given by the Panel Member or a Subcontractor to the regulator or agent of the regulator under or in compliance with the WHS Legislation,in connection with or related to the Services to the Commonwealth Representative within 10 Working Days of receipt or submission of the notice, written communication or written undertaking by the Panel Member or Subcontractor (as the case may be); and
- c. provide, and shall ensure that a Subcontractor provides, to the Commonwealth Representative within 10 Working Days of a request by the Commonwealth Representative written assurances specifying that to the best of the Panel Member's or the Subcontractor's (as the case may be) knowledge that it and its officers, employees, agents and Subcontractors are compliant with:
 - (i) the WHS Legislation; and
 - (ii) any relevant or applicable approved codes of practice under the *Work Health and Safety Act 2011* (Cth) except where the Panel Member can demonstrate compliance with the WHS Legislation in a manner that is different from the relevant code of practice but provides a standard of work health and safety that is equivalent to or higher than the standard required in the code of practice,

and that the Panel Member or Subcontractor (as the case may be) has made reasonable enquiries before providing the written assurances.

9.4.6 To the extent not inconsistent with the express requirements of the Deed or any Contract, the Commonwealth Representative may direct the Panel Member to take specified measures that the Commonwealth Representative considers reasonably necessary to comply with applicable legislation relating to work health and safety including the WHS Legislation in relation to the

performance of the work under the Deed or any Contract. The Panel Member shall comply with the direction unless the Panel Member demonstrates to the reasonable satisfaction of the Commonwealth Representative that it is already complying with the WHS Legislation in relation to the matter to which the direction relates or the direction goes beyond what is reasonably necessary to achieve compliance with the WHS Legislation.

9.4.7 The Panel Member shall not use ACM in providing the Services and shall not take any ACM onto Commonwealth Premises in connection with providing the Services.

9.4.8 Unless the Commonwealth Representative otherwise agrees in writing, the Panel Member shall:

- a. ensure that any deliverable provided to the Commonwealth in connection with the Services does not contain a Problematic Substance; and
- b. not use, handle or store a Problematic Substance on Commonwealth Premises in connection with the Services.

9.4.9 Where the Commonwealth Representative agrees that a deliverable may contain a Problematic Substance or that the Panel Member may use, handle or store a Problematic Substance on Commonwealth Premises, the Panel Member shall ensure that:

- a. full details of the approved Problematic Substances are provided to the Commonwealth Representative in the format of a Safety Data Sheet (SDS) prescribed by the Commonwealth, except where the applicable SDS exists within the Australian ChemAlert database and the Panel Member identifies that SDS to the Commonwealth Representative by reference to its unique record within that database; and
- b. the approved Problematic Substance is correctly labelled and packaged (including to clearly identify the nature of the substance and its associated hazards) in accordance with Australian legislative and regulatory requirements, and that all documentation supporting the Services clearly identifies the nature of the substance and its associated hazards.

9.4.10 If a Notifiable Incident occurs at Commonwealth Premises or involves Commonwealth personnel in connection with the Services or the Deed or any Contract, the Panel Member shall immediately report the incident to the Commonwealth, provide the Commonwealth with a copy of any notice provided to the relevant State or Territory regulator, provide the Commonwealth with such other information required by the Commonwealth to notify Comcare of the Notifiable Incident in accordance with the WHS Legislation (including the completion of the Department of Defence Form AC563 *Defence Work Health and Safety (WHS) Incident Report* (as such form may be amended or replaced from time to time)) and provide assistance to the Commonwealth to undertake mandatory incident reporting.

9.4.11 The Panel Member shall ensure that all Subcontracts contain equivalent provisions to those set out in this clause 9.4.

9.5 Environmental Obligations

9.5.1 The Panel Member shall perform its obligations under the Contract in such a way that:

- a. the Commonwealth is not placed in breach of; and
- b. the Commonwealth is able to support and to make full use of the Services for the purposes for which they are intended without being in breach of,

any applicable environmental legislation including the *Environment Protection and Biodiversity Conservation Act 1999*.

9.6 Severability

9.6.1 If any part of the Deed or any Contract is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remainder of the Deed or any Contract, as applicable, shall not be affected and shall be read as if that part had been severed.

9.7 Privacy

9.7.1 The Panel Member agrees:

- a. if it obtains Personal Information in the course of performing the Deed or any Contract, it will use or disclose that Personal Information only for the purposes of the Deed or any Contract and otherwise comply with its obligations under the *Privacy Act 1988* (Cth); and

- b. not to do any act or engage in any practice which, if done or engaged in by the Commonwealth, would be a breach of the requirements of Division 2 of Part III of the *Privacy Act 1988* (Cth).
- 9.7.2 The Panel Member must not store or process on an offshore cloud computing network or on a domestically hosted (onshore) public cloud computing network (in accordance with the *Australian Government Policy and Risk Management Guidelines for the Storage and Processing of Australian Government Information in Outsourced or Offshore ICT Arrangements*) any:
 - a. Personal Information obtained in the course of performing the Deed or any Contract; or
 - b. Commonwealth Confidential Information, without prior Commonwealth approval.
- 9.7.3 The Panel Member shall immediately notify the Commonwealth if:
 - a. it becomes aware of a breach or possible breach of any of the obligations contained, or referred to, in this clause 9.7; or
 - b. in relation to Personal Information obtained in the course of performing the Deed or any Contract;
 - (i) it becomes aware that a disclosure of such Personal Information may be required by law; or
 - (ii) it is approached by the Privacy Commissioner or by any individual to whom such Personal Information relates.
- 9.7.4 The Panel Member must ensure that its officers, employees, agents and Subcontractors comply with this clause 9.7

9.8 Public Announcements

- 9.8.1 The Panel Member shall not make any public announcement or other statement which refers or is connected to the Deed or any Contract, including on any matter related to the Services, without first consulting the Commonwealth Representative, except if prevented from doing so by any law or the rules of any stock exchange or similar body on which the Panel Member is listed. This clause does not apply to routine marketing activities promoting a Panel Member's product or to information that is public knowledge other than by breach of this clause.

10 DISPUTES AND TERMINATION

10.1 Resolution of Disputes

- 10.1.1 If a dispute arising between the Commonwealth and the Panel Member cannot be settled by negotiation (including negotiation between senior management of the parties) within 90 days, the parties may agree to use an alternative dispute resolution process to attempt to resolve the dispute.
- 10.1.2 The parties shall at all times during the dispute continue to fulfil their obligations under the Deed and any Contract.

10.2 Panel Member Default

- 10.2.1 In addition to its other rights, the Commonwealth may immediately terminate the Deed or any Contract or reduce the scope of the Deed or any Contract by notice in writing to the Panel Member, if the Panel Member:
- a. becomes bankrupt or insolvent;
 - b. becomes subject to any form of administration or assigns its rights otherwise than in accordance with the Deed or any Contract;
 - c. commits any breach for which the Deed or any Contract provides a notice of termination for default may be given;
 - d. fails to take action to remedy a default by the Panel Member of another obligation to be performed or observed under the Deed or any Contract within 14 days of being given notice in writing by the Commonwealth Representative, Panel Manager or the Authorised Officer, to do so or, if action is taken within 14 days, the Panel Member fails to remedy the default within the period specified in the notice;
 - e. breaches any of its obligations under clauses 9.3.2, 9.3.3, 9.3.4 or 9.4; or
 - f. fails to obtain or maintain any Authorisation required to enable it to comply with its obligations under the Deed or any Contract, except to the extent that the failure was outside of the Panel Member's reasonable control.
- 10.2.2 If the Deed or any Contract is terminated under this clause or otherwise:
- a. the Panel Member shall deliver to the Commonwealth, as required by the Commonwealth, all documents in its possession, power or control or in the possession, power or control of its officers, employees, agents or Subcontractors and personnel, which contain or relate to any Commercial-in-Confidence Information or which are security classified;
 - b. subject to clause 10.5, the parties shall be relieved from future performance, in respect of the Deed or any Contract, without prejudice to any right of action that has accrued at the date of termination;
 - c. rights to recover damages, including full contractual damages, shall not be affected;
 - d. the Panel Member shall deliver to the Commonwealth the TD for Services produced prior to the date of termination, within 30 days of receipt of the notice of termination, or other period agreed by the parties; and
 - e. the Panel Member shall return to the Commonwealth all PMMCA in its possession, power or control or in the possession, power or control of its officers, employees, agents or Subcontractors and personnel.
- 10.2.3 The Commonwealth may also terminate the Deed and any Contract by written notice if:
- a. the Panel Member has persistently failed to meet its obligations under the Deed, or any Contract; or
 - b. in the Commonwealth's reasonable opinion, even though any breaches may have been remedied on each occasion, the cumulative effect of these breaches is sufficient for the Commonwealth to conclude that the Panel Member cannot be relied upon to provide the Services required by the Commonwealth and the relationship between the parties is no longer workable.

10.3 Termination or Reduction for Convenience

- 10.3.1 In addition to any other rights it has under the Deed or any Contract, the Commonwealth may at any time terminate the Deed or any Contract or reduce the scope of the Deed or any Contract by notifying the Panel Member in writing.
- 10.3.2 If the Commonwealth Representative issues a notice under this clause 10.3, the Panel Member shall:
- a. stop or reduce work in connection with any current Contracts in accordance with the notice;
 - b. comply with any directions given to the Panel Member by the Commonwealth; and
 - c. mitigate all loss, costs (including the costs of its compliance with any directions) and expenses in connection with the termination or reduction, including those arising from affected Subcontracts.
- 10.3.3 The Commonwealth shall only be liable for:
- a. payments under the payment conditions of the Contract for work conducted before the effective date of termination or reduction; and
 - b. any reasonable costs incurred by the Panel Member that are directly attributable to the termination or reduction,
- if the Panel Member substantiates these amounts to the satisfaction of the Commonwealth Representative.
- 10.3.4 The Panel Member shall not be entitled to:
- a. any profit anticipated on any part of the Contract terminated or reduced; or
 - b. any lost opportunity as a result of the Panel Member entering into any Deed or Contract with the Commonwealth.
- 10.3.5 The Panel Member shall, in each Subcontract, secure the right of termination and reduction and provisions for compensation functionally equivalent to that of the Commonwealth under this clause 10.3.

10.4 Right of Commonwealth to Recover Money

- 10.4.1 Without limiting the Commonwealth's other rights or remedies under the Deed or any Contract or at law, if the Panel Member owes any debt to the Commonwealth in relation to the Deed or any Contract, the Commonwealth may at its discretion do one or both of the following:
- a. deduct the amount of the debt from payment of any claim; or
 - b. provide the Panel Member with written notice of the existence of a debt which shall be paid by the Panel Member within 30 days of receipt of notice.
- 10.4.2 If any sum of money owed to the Commonwealth is not received by its due date for payment, the Panel Member shall pay to the Commonwealth interest at the Reserve Bank of Australia cash rate target current at the date the payment was due for each day the payment is late.
- 10.4.3 Nothing in this clause 10.4 shall affect the right of the Commonwealth to recover from the Panel Member part of or the whole of any debt owed by the Panel Member, or any balance that remains owing after deduction.

10.5 Survivorship

- 10.5.1 Any provision of the Deed or any Contract which expressly or by implication from its nature is intended to survive the termination or expiration of the Deed or any Contract and any rights arising on termination or expiration shall survive, including provisions relating to Commercial-in-Confidence Information, Privacy, IP, the Right of Commonwealth to Recover Money, Defence Security and any warranties, guarantees, licences, indemnities or financial and performance securities given under the Deed or any Contract.

EXECUTED AS A DEED by

SIGNED, SEALED and DELIVERED for and on behalf of

THE COMMONWEALTH OF AUSTRALIA:

FOI Act s. 47F

[Redacted signature]

(signature)

(print name and position title)

a/d NMPCMCs

7.4.14

(date)

In the presence of:

FOI Act s. 47F

[Redacted signature]

(signature)

(print name)

7.4.14

(date)

EXECUTED AS A DEED

SIGNED, SEALED and DELIVERED for and on behalf of

Effective People Pty Ltd A.B.N. 79 063 100 201

FOI Act s. 47F

[Redacted signature]

(signature)

(print name and position title)

GARY HANSON Director

1/4/14

(date)

In the presence of:

FOI Act s. 47F

[Redacted signature]

(signature)

(print name)

1/4/14

(date)

ATTACHMENT A**SCOPE OF SERVICES****1. INTRODUCTION**

- 1.1 The Department of Defence (Defence) requires a range of Professional Services to support its business needs.
- 1.2 As a result, the Defence Professional Services Standing Offer Panel (Professional Services Panel) has been established to meet Defence's need for a range of Professional Services across all Defence Groups and, where appropriate, the Defence Materiel Organisation (DMO).

2. SCOPE

2.1 The Professional Services Panel will comprise of the following Service Categories:

- i. Service Category 1: Business Management Services;
- ii. Service Category 2: Procurement and Contracting Services;
- iii. Service Category 3: Procurement Probity Services;
- iv. Service Category 4: Financial Services;
- v. Service Category 5: Audit and Assurance Services;
- vi. Service Category 6: Recruitment Support and Scribing Services; and
- vii. Service Category 7: Business Services Labour Hire Services.

2.2 Panel Members have been endorsed to provide one or more of the following Service Categories and corresponding Labour Category Tier Level (as applicable):

Applicable Annexes:		
Service Category	Scope	Labour Category Tier Level
Service Category 1: Business Management Services	Annex A	Annex H Tier One and/or Tier Two
Service Category 2: Procurement and Contracting Services	Annex B	Annex I Tier One and/or Tier Two
Service Category 3: Procurement Probity Services	Annex C	Annex J Tier One and/or Tier Two
Service Category 4: Financial Services	Annex D	Annex K Tier One and/or Tier Two
Service Category 5: Audit and Assurance Services	Annex E	Annex L All Labour Categories
Service Category 6: Recruitment Support and Scribing Services	Annex F	Not applicable
Service Category 7: Business Services Labour Hire Services	Annex G	Not applicable

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- 2.3 Comprehensive information about the requirements under each Service Category is provided in Annexes A to G. Information about the Labour Categories and expected standards of qualifications, skills and experience of Key Persons is detailed in Annexes H to L.
- 2.4 The Service Categories and Labour Categories (if applicable) that the Panel Member is endorsed to provide are listed in Annex M.
- 2.5 In addition to Defence and DMO, the Standing Offer is available to other Agencies that report under the *Financial Management and Accountability Act 1997*. Other Agencies will not be required to use the Professional Services Panel and there is no guarantee that any other Agencies will use the Professional Services Panel.

3. ESSENTIAL REQUIREMENTS

- 3.1 Panel Members are required to meet the following Essential Requirements for those Service Categories they are appointed to supply:

- 3.1.1 **For Service Category 1: Business Management Services:**

- a. The Panel Member must be able to supply all of the Elements of the Business Management Services Service Category listed in Annex A.
- b. The Panel Member must be able to supply all Labour Categories in either Tier One or Tier Two or both of the Labour Category groupings described at Annex H.

- 3.1.2 **For Service Category 2: Procurement and Contracting Services:**

- a. The Panel Member must be able to supply all of the Elements of the Procurement and Contracting Services Service Category listed in Annex B.
- b. The Panel Member must be able to supply all Labour Categories in either Tier One or Tier Two or both of the Labour Category groupings described at Annex I.

- 3.1.3 **For Service Category 3: Procurement Probity Services:**

- a. The Panel Member must be able to supply all of the Elements of the Procurement Probity Services Service Category listed in Annex C.
- b. The Panel Member must be able to supply all Labour Categories in either Tier One or Tier Two or both of the Labour Category groupings described at Annex J.

- 3.1.4 **For Service Category 4: Financial Services:**

- a. The Panel Member must be able to supply all of the Elements of the Financial Services Service Category listed in Annex D.
- b. The Panel Member must be able to supply all Labour Categories in either Tier One or Tier Two or both of the Labour Category groupings described at Annex K.

- 3.1.5 **For Service Category 5: Audit and Assurance Services:**

- a. The Panel Member must be able to supply all of the Elements of the Audit and Assurance Services Service category listed in Annex E.

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- b. The Panel Member must be able to supply all Labour Categories described in Annex L.

3.1.6 For Service Category 6: Recruitment Support and Scribing Services:

- a. The Panel Member must be able to supply all of the Elements of the Recruitment Support and Scribing Services Service Category listed in Annex F.

3.1.7 For Service Category 7: Business Services Labour Hire Services:

- a. The Panel Member must be able to supply appropriately skilled and qualified contract staff to meet the Element of the Business Services Labour Hire Services listed in Annex G.
- b. The Panel Member must be able to supply contract staff capable of working at APS 1 to EL 2 level as defined by the APSC's Integrated Leadership System here:

APS 1-6: <http://www.apsc.gov.au/learn/frameworks-and-guidelines/integrated-leadership-system/resources/ils-aps-1-6-comparative>

EL 1 -2: <http://www.apsc.gov.au/learn/frameworks-and-guidelines/integrated-leadership-system/resources/ils-el-ses-comparative>

5. QUALIFICATIONS AND KEY PERSONS

- 5.1 The Commonwealth may indicate the expected Labour Category(ies) for the performance of Services identified in a Request for Quotation and Tasking Statement. This does not bind the Panel Member to supplying that level of personnel where the Panel Member considers the Services can be performed using personnel with lower or higher level of skills, experience or qualifications.
- 5.2 The identification of specific Labour Categories establishes a benchmark to assist both the Commonwealth and the Panel Member identify an appropriate level of skills, experience and/or qualifications required by Key Persons performing Services under the Deed.
- 5.3 The Labour Category of "*Pre-eminent Specialist*" has been included in Annexes H to L to cater for circumstances where specific and specialised expertise is required. This level of Labour Category is only expected to be required in extraordinary circumstances and examples of the level of expertise may include where the tasking requires the input and experience of a significant specialist holding specialised knowledge, qualifications and/or expertise. It would be expected this level of expertise would only be required occasionally and for high level consultancy advice.
- 5.4 The Skill Level Standards for "*Pre-eminent Specialist*" are indicative only as the specific requirement will determine the qualification and experience required for particular tasks. Should the Commonwealth require services of a "*Pre-eminent Specialist*", the Commonwealth shall identify the skills, experience or qualifications required for the performance of the identified task and rates for that task will be negotiated.

6. SECURITY

- 6.1 Security requirements are outlined in clause 8.11 in the Conditions of Deed.

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- 6.2 Security requirements specific to the Contract shall be outlined in the Request for Quotation and Tasking Statement and Official Order.

7. PANEL MEMBER RESPONSIBILITIES

- 7.1 The Panel Member shall be required to complete the work in accordance with any defined methodology, performance standards and constraints outlined in the Request for Quotation and Tasking Statement and Official Order.

8. PERFORMANCE STANDARDS

- 8.1 The Panel Member's quality of work is expected to meet a professional standard considered appropriate for the Service Category and Labour Category (if applicable).
- 8.2 If specific Performance Standards apply to a Contract, they will be outlined in the Request for Quotation and Tasking Statement and Official Order.

9. COMPETENCIES

- 9.1 The Panel Member shall ensure that all Key Persons performing Services under a Contract satisfy the minimum requirements as applicable for the Labour Category and Service Category under which they are engaged.

10. LOCATION OF SERVICE DELIVERY

- 10.1 The Services may be required to be performed anywhere within Australia.
- 10.2 The Services may be required to be performed at Commonwealth premises, Panel Member premises or other premises as detailed in the Request for Quotation and Tasking Statement.
- 10.3 The location/s where the Services are required to be provided shall be outlined in the Request for Quotation and Tasking Statement and Official Order.

11. TRAVEL

- 11.1 The Panel Member shall, when required by the Contract or otherwise directed by the Authorised Officer, undertake travel away from the location of Services delivery indicated in the Request for Quotation and Tasking Statement and Official Order.

12. REPORTING

- 12.1 The Panel Member shall provide to the Commonwealth Representative, on a six monthly basis, a written report in accordance with Attachment B.
- 12.2 The Panel Member shall provide the reports described in clause 14.1 of Attachment A for the periods 1 January to 30 June and 1 July to 31 December in each year of the operation of the Deed. The Panel Member shall provide the reports within 30 days of the final day of the reporting period. In addition, the Panel Member shall provide the reports for the following periods:
- a. Commencement Date to 30 June 2014; and
 - b. 1 July to Deed expiry in final year of the Deed operation.
- 12.3 The Commonwealth may require additional reports on an ad hoc basis. The content of these and the timeframe for delivery will be negotiated between the Commonwealth and the Panel Member.

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- 12.4 If requested by the Commonwealth, the Panel Member shall meet with the Commonwealth Representative or Panel Manager to review their performance under the Deed.
- 12.5 The Panel Member shall, when required by any Contract, or requested by an Authorised Officer, meet with Authorised Officers to review the Panel Member's performance under a Contract.

ANNEX A TO ATTACHMENT A**SCOPE****FOR****SERVICE CATEGORY 1: BUSINESS MANAGEMENT SERVICES**

The Department of Defence conducts a broad range of business management functions and from time to time requires external assistance from appropriately skilled and qualified personnel to undertake or support these functions. The range of business management services tasks that Panel Members may be required to provide includes, but is not limited to, the key components set out below.

No.	Elements	Key components of the Element
1	Corporate Strategy & Strategic Planning	<p>(1) Conduct or contribute to the development of corporate strategy or strategic plans and planning at the Portfolio, Group, Division, Branch or Business Unit level and also in relation to corporate services and products delivered.</p> <p>(2) Conduct Net Present Value (NPV) and Cost Benefit analysis of business options.</p>
2	Strategic Performance Management & Reviews	<p>(1) Conduct or contribute to strategic performance review of corporate support services and products delivered to the Defence customer base. This may include comparison with industry best practice in the delivery of products and services.</p> <p>(2) Conduct or contribute to performance and compliance reviews of contracts, including auditing of contractor self-assessments against contract performance and compliance indicators for service delivery.</p> <p>(3) Conduct review of contract performance frameworks, the impact of the application of risk/reward contract mechanisms in contracts and other contract payment mechanisms.</p> <p>(4) Conduct reviews of contractor performance in relation to contract level performance in a range of areas including, but not limited to: engagement of Small and Medium Enterprise (SME) providers; WHS requirements; Environmental and Ecologically Sustainable (ESD) requirements; service delivery requirements.</p> <p>(5) Conduct or contribute to review of performance in relation to implementation of reform initiatives, audit recommendations, organisational function and effectiveness or of policy and process implementation and adherence.</p>
3	Business Analysis, Business Improvement and Change Management	<p>(1) Conduct process and policy reviews and detailed analysis, including review of existing business systems and services and product delivery methodologies, and process mapping of these services. Make business process improvement recommendations across a broad range of functions, including, but not limited to: corporate strategy and strategic planning; corporate and business unit risk management; corporate finance; organisational development; performance transformation; business operations; business process improvement; cost and supply chain management; and information technology strategy and operations.</p>

ANNEX A TO ATTACHMENT A

No.	Elements	Key components of the Element
		<p>(2) Use industry knowledge/expertise, to develop proposals for changes to business delivery systems, structures, process and/or policy.</p> <p>(3) Manage, or assist to implement, business change management programs for services and products delivered to Defence customers.</p> <p>(4) For business change management programs, develop and/or implement: communications strategies; change management strategies; process and/or policy documentation; training strategies; and strategies and programs for implementation of initiatives.</p> <p>(5) Provide expert industry/market sector knowledge in relation to corporate support services and products delivered to the Defence customer base.</p>
4	Reform Initiatives	<p>(1) Work with Defence to improve management capabilities in respect of driving reform.</p> <p>(2) Undertake reviews and make recommendations on where and how Defence can undertake reform in such areas as: policy, process, administration, organisation and provision of corporate products and services.</p> <p>(3) Quantify and cost potential savings from reform initiatives.</p>
5	Strategic Risk Management & Assessment	<p>(1) Conduct or contribute to strategic risk assessment of corporate support services and products delivered to Defence customers.</p> <p>(2) Undertake analysis to identify, quantify and document corporate and business unit risk management and recommend mitigation and management strategies.</p> <p>(3) Conduct risk management assessments and develop strategies to address the outcomes of the assessment.</p>
6	Corporate Governance Planning and Review	<p>(1) Provide support to corporate governance planning and development of the governance framework.</p> <p>(2) Undertake reviews to ensure conformity with governance requirements provided by legislative and regulatory requirements, Chief Executive Instructions (CEIs) and delegations, Commonwealth Procurement Rules (CPRs) and Defence policies and instructions.</p>
7	Project Management	<p>(1) Manage projects that result in improvements to the delivery of products and services to customers. Tasks may include, but are not limited to, project planning, configuration management, business and finance management, policy development and management, liaison with stakeholders and management of project staff and timelines.</p>

ANNEX B TO ATTACHMENT A**SCOPE****FOR****SERVICE CATEGORY 2: PROCUREMENT AND CONTRACTING SERVICES**

The Defence Chief Procurement Officer (DCPO) heads the Defence Procurement and Contracting Branch (DPCB) and is responsible for the provision of Non-Materiel Procurement Shared Services to the Department of Defence through leading, managing, facilitating and supporting a large number of NMP activities. Given the size and nature of its role, from time to time the DPCB and other areas of the department may require assistance in undertaking procurement and contracting activities and may require the Panel Member to provide appropriately skilled and qualified personnel to undertake some or all of the tasks below.

No.	Elements	Key components of the Element
1	Acquisition / Procurement Strategies	(1) Conduct, or contribute to, the development of acquisition strategies and methods of procurement for non-materiel products and services. Tasks may include, but are not limited to, examining requirements definition, development or review of functional performance specifications, monitoring and evaluation of market sector trends and future developments and conducting baseline costing.
2	Tender Development	(1) Undertake or provide assistance in tasks such as: the development of tender documentation, including Tender Deliverable/Data Requirements (TDRs) or Returnable Schedules, including Price Schedules; definition of requirements and/or Statements of Work (SOWs) and supporting documents, such as activity data and data maps; integration of the elements of the tendering documentation; and development of contract payment mechanisms and contract performance frameworks.
3	Evaluation of Tenders	(1) Provide assistance to tender evaluations. Tasks may include, but are not limited to: development of tender evaluation plans; support to evaluation processes and training of tender evaluation teams; provision of independent chair of tender evaluation teams; provision of tender evaluation team leaders and members, including in relation to financial evaluations; develop or support development of tender evaluation/source selection reports; development of negotiation directives; and management of the tender responses and administrative support to tenderer evaluations.
4	Contract Negotiation	(1) Provide support, including provision of appropriate training and support, to enable contract negotiations with preferred tenderer/s to be conducted professionally and to deliver optimal outcomes
5	Contract Management	(1) Develop strategies and processes that will facilitate the achievement of professionalisation of contract management
		(2) Conduct contract management training and develop/identify educational and development programs that are available to support the professionalisation of contract management
		(3) Development, and on-going analysis, of contract management tools and references for personnel, such as records management systems, contract instructions, and contract

ANNEX B TO ATTACHMENT A

No.	Elements	Key components of the Element
		management handbooks (4) Undertake audits of contractual deliverables to ensure services are being delivered as required by the contract.
6	Contract Amendments	(1) Provide support, including provision of appropriate professional knowledge and costing and subject matter expertise, to investigate and make recommendations on acceptance of in-contract amendment proposals associated with contracts (2) Evaluation of non-standard price variation formula and price variation conditions for services delivered under contract by commercial service providers

ANNEX C TO ATTACHMENT A**SCOPE****FOR****SERVICE CATEGORY 3: PROCUREMENT PROBITY SERVICES**

The Department of Defence undertakes a large number of procurement activities, many of which require external, independent, non-legal probity oversight. The exact nature and extent of the probity advisory services required for a particular procurement activity will be determined by the relevant project team and outlined in the Request for Tender and Tasking Statement. In addition to Probity Advisory Services, the Department of Defence from time to time also may require Probity Auditing Services. In these instances the Department of Defence may require a probity audit of a procurement activity that has already been conducted, to ascertain whether all probity principles and processes have been adhered to and whether the procurement activity has been conducted in accordance with Commonwealth and Departmental procurement policy requirements. The range of procurement probity service tasks that Panel Members may be required to provide includes, but is not limited to, the key components set out below.

No.	Elements	Key components of the Element
1	Probity Advisory Services	(1) Provide independent advice and assistance during some or all phases of a procurement activity to ensure that it is conducted fairly and in accordance with Commonwealth and Departmental procurement policy requirements. To achieve this, the range of probity advisory services that could be required include the following:
		a) proactive management and engagement to assist the Commonwealth to minimise and manage probity risks throughout the procurement process;
		b) assist and advise the Project Manager or Evaluation Chair in assessing and managing probity issues or concerns and addressing any perceived, potential or actual conflicts of interest;
		c) provide probity briefs to project staff at relevant stages of the procurement activity;
		d) review and comment upon relevant procurement documentation which may include, but not be limited to, Procurement Plans, Evaluation Plans, material for Industry Briefings, ITR/RFT documentation, relevant evaluation board reports and the Evaluation Report to ensure compliance with relevant Commonwealth and Departmental procurement policy, the RFT and Evaluation Plan.
		e) provide probity documentation including Probity Plans, Probity Protocols, Probity Reports and briefing materials;
		f) provide assurance to the delegate that the procurement process has been conducted in a fair and equitable way and in accordance with Commonwealth and Departmental procurement policy;
		g) attend meetings as required to observe or provide feedback or advice on probity related matters;

ANNEX C TO ATTACHMENT A

No.	Elements	Key components of the Element
		<p>h) provide advice and support to Evaluation Chairs or Boards in managing such matters as: conformance issues in submissions received and whether any grounds for clarification are permitted; justifications to exclude or set aside any tender from further evaluation; managing potential, perceived or actual conflicts of interest; review of conformance recommendations at the screening stage of a procurement process; review of shortlisting recommendations; and recommendations of source selection for adherence to the approved evaluation methodology and criteria.</p> <p>i) attend and/or review material produced by the Commonwealth for debriefing of unsuccessful tenderers; and</p> <p>j) provide advice as required regarding equity, fairness and management of collusion or anti-competitive conduct if parallel negotiations are conducted.</p>
2	Probity Auditing Services	(1) Conduct a probity audit to ensure that the procurement and/or evaluation process has been conducted in accordance with Commonwealth and Departmental policy requirements, the Tender documentation and the Evaluation Plan, including the approved evaluation methodology and criteria. The probity audit would also assess whether any probity-related issues had been addressed and managed appropriately.

ANNEX D TO ATTACHMENT A**SCOPE****FOR****SERVICE CATEGORY 4: FINANCIAL SERVICES**

The Department of Defence undertakes a broad range of financial services functions across a wide range of work areas. From time to time the Department of Defence may require assistance in undertaking financial services tasks and may require the Panel Member to provide appropriately skilled and qualified personnel to undertake some or all of the tasks below. The range of financial service tasks that Panel Members may be required to provide includes, but is not limited to, the key components set out below.

No.	Elements	Key components of the Element
1	Planning and Budgeting	(1) At various levels within Defence, provide advice, assistance and quality assurance in relation to: a) budget development; b) budget allocation; c) budget analysis and review; and d) budget remediation
		(2) Undertake analysis of economic trends with a view to improve budgeting and budget performance.
		(3) Provide advice and assistance relevant to the Element in: a) the review, development or implementation of policies, practices or procedures; b) development and presentation of training; c) the review or development of process or instruction manuals; and d) the provision of quality assurance review of outputs.
2	Financial Reporting & Analysis	(1) Provide advice and assistance with the monthly/annual financial reporting including, but not limited to: a) development of financial statements; b) development of financial aspects of the Annual Report; c) advice, analysis and/or quality assurance of financial statements and reports including: i. cash flow; ii. income statement; and iii. balance sheet. d) preparation of monthly financial working papers to provide assurance over asset and liability balances; e) reconciliation of asset & liability ledger accounts; and f) analysis and monthly reporting of assets, revenue, liability and expense accounts.
		(2) Provide analysis of financial performance.
		(3) Provide ad hoc financial analysis to inform management decision making.
		(4) Provide advice and assistance with: a) administration of Military Superannuation Appropriation and Special Public Money; and b) reconciliation of appropriations in the Department of Defence to whole of government financial systems.

ANNEX D TO ATTACHMENT A

No.	Elements	Key components of the Element
		<p>(5) Provide advice and assistance, relevant to the Element, in:</p> <ul style="list-style-type: none"> a) the review, development or implementation of policies, practices or procedures; b) development and presentation of training; c) the review or development of process or instruction manuals; and d) the provision of quality assurance review of outputs.
3	Taxation	<p>(1) Provide advice and assistance on taxation issues across the various taxation disciplines, including the implications of changes or proposed changes to taxation law.</p> <p>(2) In relation to direct and/or indirect taxes:</p> <ul style="list-style-type: none"> a) provide advice and assistance on the application or relevance of particular taxation regimes; b) prepare and lodge taxation returns; and c) undertake focused compliance reviews of taxation returns. <p>(3) Provide advice and assistance, relevant to the Element, in:</p> <ul style="list-style-type: none"> a) the review, development or implementation of policies, practices or procedures; b) development and presentation of training; c) the review or development of process or instruction manuals; and d) the provision of quality assurance review of outputs.
4	Costing & Pricing	<p>(1) For acquisition and/or in-service support of major investment projects, operations and other activities:</p> <ul style="list-style-type: none"> a) develop estimates of costs; b) review, analyse and/or develop project estimates including detailed business cases; and c) undertake an analysis of costs or project cost estimates, including developing project baselines. <p><i>Note: Without limiting the scope, examples of project and operations costs include: • deployments; • training operations; and • Net Personnel Operating Costs (NPOC).</i></p> <p>(2) Undertake financial scoping studies of project needs to assist management decisions.</p> <p>(3) Assess commercial, pricing and costing propositions included as part of tenders or other financial propositions</p> <p>(4) Provide advice and assistance, relevant to the Element, in:</p> <ul style="list-style-type: none"> a) the review, development or implementation of policies, practices or procedures; b) development and presentation of training; c) the review or development of process or instruction manuals; and d) the provision of quality assurance review of outputs.

ANNEX D TO ATTACHMENT A

No.	Elements	Key components of the Element
5	Financial Viability Assessment	<p>(1) Undertake financial viability assessment of tenderers in support of tender evaluations including, but not limited to:</p> <ul style="list-style-type: none"> (a) Financial ratio analysis, including: <ul style="list-style-type: none"> i) ongoing profitability; ii) ongoing liquidity; and iii) other relevant measures of financial viability. (b) Financial risk assessment. (c) Analysis of Corporate Structure(s).
6	Strategic Procurement and Commercial Support	<p>(1) Provide expert advice, guidance and analysis in relation to complex and strategic commercial issues, such as procurement and Category Management. This includes:</p> <ul style="list-style-type: none"> a) undertaking company, market and category analysis; b) developing strategies and evaluating business outcomes from a commercial perspective; c) developing pricing and cost strategies and achieving high-level integration and consistency of price and cost analysis function; and d) ensuring expert financial and commercial guidance, support, reporting and advice is compliant and consistent with Departmental and Government procurement policy and practices. <p>(2) Develop contracting, Request for Tender (RFT) and tender evaluation strategies and documentation (including price schedules) and participate in tender evaluation and contract negotiation activities.</p>
7	Control & Management Framework	<p>(1) Support the development and implementation of financial controls framework through:</p> <ul style="list-style-type: none"> a) analysis and review of current or proposed financial practices and processes; and b) quality assurance of current or proposed financial processes from a financial controls perspective. <p>(2) Assistance with the development and enhancement of the financial management framework through:</p> <ul style="list-style-type: none"> a) design and development of new control measures; b) provision of advice and assistance on complex accounting issues; and c) provision of advice on compliance with Accounting Standards and Finance Minister's Orders for Financial Reporting. <p>(3) Analysis of the risks associated with financial related processes and practices.</p> <p>(4) Provide advice and assistance, relevant to the Element, in:</p> <ul style="list-style-type: none"> a) the review, development or implementation of policies, practices or procedures; b) development and presentation of training; c) the review or development of process or instruction manuals; and d) the provision of quality assurance review of outputs.

ANNEX D TO ATTACHMENT A

No.	Elements	Key components of the Element
8	Business & Systems Framework	(1) Advice and assistance in delivery of strategic financial objectives, including, but not limited to: a) business process mapping in the finance domain; b) business needs analysis; c) review and analysis of business systems and processes; d) development and/or enhancement of financial information management and reporting systems; e) business related support to systems particularly with regard to: i. SAP as Defence's Financial Enterprise Resource Planning (ERP) system; ii. ELLIPSE as the ADF's core logistics management system; and iii. various finance related Lotus Notes applications; f) planning and implementation of change management in the finance domain.
		(2) Development, enhancement and review of: a) Costing Models across the finance domain; and b) Business Models across the finance domain to assist the estimates process for items such as intra portfolio prepayments (DMO & DHA), suppliers, revenue, workforce, capital budget items etc.
		(3) Development of output performance agreements between the CFO Group and other elements of the Defence portfolio.
		(4) Provide advice and assistance, relevant to the Element, in: a) the review, development or implementation of policies, practices or procedures; b) development and presentation of training; c) the review or development of process or instruction manuals; and d) the provision of quality assurance review of outputs.
9	Public Private Partnership	(1) Advice on and analysis of Public Private Partnership (PPP) projects including: a) assessment of the suitability of projects for delivery under the Government's PPP framework; b) identification and the qualitative and quantitative assessment of financial risks in potential PPP projects; c) assessment of the risk appetite of PPP financiers; d) development of "Public Sector Comparator" for PPP projects and quantitative assessment of project value for money; and e) ongoing financial advice to PPP projects during the tender and delivery phases of PPP projects.
		(2) Provide advice and assistance, relevant to the Element, in: a) the review, development or implementation of policies, practices or procedures; b) development and presentation of training; c) the review or development of process or instruction manuals; and d) the provision of quality assurance review of outputs.

ANNEX E TO ATTACHMENT A

SCOPE

FOR

SERVICE CATEGORY 5: AUDIT AND ASSURANCE SERVICES

This Service Category has been established to address the specific and unique needs of Audit Branch, which is one of two branches in the Audit and Fraud Control Division of the Department of Defence and is located at Campbell Park Offices, Canberra. Its Organisational Chart is at Figure 1 following the description of this Service Category. Audit Branch's mission is to provide independent assurance on governance systems, and to help drive organisational performance improvement within the Department of Defence and DMO, by delivering high quality audit and advisory services. In addition, Audit Branch champions effective risk management throughout all levels of the Department of Defence.

As Audit Branch is the departmental Technical Authority for audit and assurance services and has carriage of undertaking these activities for the Portfolio, Service Category 5 will be utilised by Audit Branch only and no other parts of the Department will be able to access or engage the services in this Category. This category is, however, open to other Australian Government Agencies to utilise as required.

In fulfilment of its mission, Audit Branch:

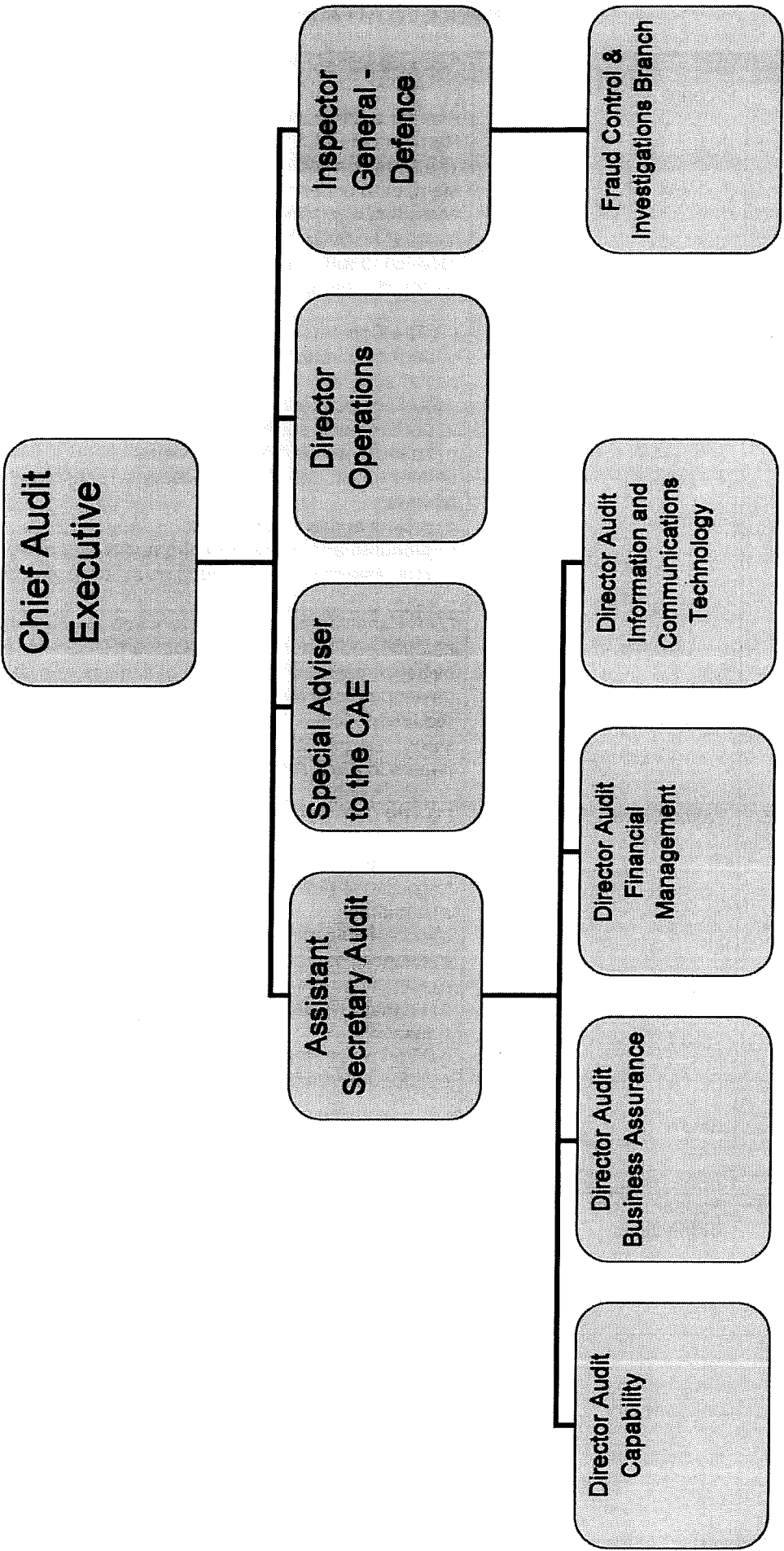
- undertakes national level, strategic performance audits across almost all of the Department of Defence's business functions;
- provides assurance services in specialist areas such as finance, information technology, project management, procurement and contracting;
- provides consulting services in response to specific requests from management; and
- has an annual work program of approximately 44 audits and reviews in FY 2012-13. This figure does not include urgent, unplanned tasks which can add to the program a significant number of additional reviews. It should be noted, however, that due to budget constraints in the Department of Defence, the annual work program is expected to reduce in future years.

ANNEX E TO ATTACHMENT A

No.	Elements	Key components of the Element
1	Prepare Audit Plan	<p>(1) The Commonwealth may require the preparation of an Audit Plan for a particular audit or assurance task prior to a Panel Member being engaged to undertake an audit or assurance task. The Commonwealth may subsequently request the Panel Member to undertake the full audit or assurance task in accordance with the Audit Plan (as a separate engagement), but is under no obligation to do so. The Panel Member will be required to follow Audit Branch documentation and reporting standards, and undertake a detailed risk assessment.</p>
2	Undertake Audit or Assurance Task	<p>(1) The Commonwealth may engage a Panel Member to undertake a variety of internal audit and assurance tasks in accordance with an agreed Audit Plan. The types of audit and assurance activities to be undertaken could include the following:</p> <ul style="list-style-type: none"> a) performance audits; b) financial and audits and reviews; c) Information and Communications Technology (ICT) audits and reviews; d) project audits and reviews; e) procurement and contracting audits and reviews; f) other assurance tasks, such as systems and controls reviews. <p>(2) A Panel Member may be required to undertake all phases of an audit and assurance engagement including: planning, evidence gathering, reporting of findings and conclusions and the development of recommendations. The Panel Member will be required to follow Audit Branch documentation and reporting standards and will be required to deliver reports and working papers to Audit Branch for all audit and assurance engagements.</p>
3	Provide Specialist Staff	<p>(1) The Commonwealth may request the Panel Member to provide specialist staff to undertake work as part of the Audit Branch team. The Panel Member will be required to have access to specialist skill sets in areas such as:</p> <ul style="list-style-type: none"> a) actuarial; b) contracting and legal; c) financial and accounting standards; d) sampling; e) financial modelling; f) taxation; g) Workplace Health and Safety; and e) information and communications technology. <p>It is desirable for the Panel Member to have staff in all Australian capital cities.</p>
4	Appear before Committees	<p>(1) The Panel Member may be required to appear at Committees to present on and discuss work undertaken. The range of Committees could include the following: the Defence Audit and Risk Committee, the Materiel Audit and Risk Committee and/or other Parliamentary Committees.</p>

ANNEX E TO ATTACHMENT A

Figure 1: Organisational Chart for Audit Branch within the Audit and Fraud Control Division of Defence



ANNEX F TO ATTACHMENT A

SCOPE

FOR

SERVICE CATEGORY 6: RECRUITMENT SUPPORT AND SCRIBING SERVICES

From time to time the Department of Defence may require assistance in undertaking internal recruitment activities and may require the Panel Member to provide appropriately skilled and qualified personnel to undertake some or all of the tasks below. The range of service tasks that Panel Members may be required to provide includes, but is not limited to, the key components set out below.

No.	Elements	Key components of the Element
1	Recruitment Support and Scribing Services	(1) Provide a range of services in support of internal recruitment processes, including the following:
		a) application management - encompassing shortlisting of candidates, coordination and scheduling of interviews (with candidates and panel members), and writing interview questions;
		b) scribing services - encompassing attendance at interview and providing a transcript of interview;
		c) merit selection report - encompassing preparation of selection advisory committee reports;
		d) post-interview services - encompassing undertaking and documenting reference checks and providing candidate feedback; and
		e) assessment centres - encompassing arranging or coordinating assessment centres or individual candidate assessments.

ANNEX G TO ATTACHMENT A**SCOPE****FOR****SERVICE CATEGORY 7: BUSINESS SERVICES LABOUR HIRE SERVICES**

From time to time the Department of Defence may require contract personnel to supplement project work or other specific bodies of work. The Panel Member is required to provide appropriately skilled and qualified personnel on a contract basis to fill temporary contract positions equivalent to a range of Australian Public Service Levels (APS 1-6 and EL 1-2) with skill sets that include, but are not limited to, the following range of business services-related duties.

No.	Elements	Key components of the Element
1	Business Services Labour Hire Services	<p>(1) The skill sets required at a range of equivalent APS levels (APS 1-6 and EL 1-2) may include, but are not limited to, the following Business Services-related duties:</p> <ul style="list-style-type: none"> a) administration; b) business management; c) corporate support/services; d) customer service; e) data entry/processing; f) executive/personal assistant; g) information management; h) librarian; i) library assistant; j) library technician; k) payroll; l) records management; m) secretariat; and n) technical writing.

ANNEX H TO ATTACHMENT A

LABOUR CATEGORIES

FOR

SERVICE CATEGORY 1: BUSINESS MANAGEMENT SERVICES

TIER ONE

LABOUR CATEGORY – SKILL LEVEL STANDARDS			
	(1) Practitioner	(2) Senior Practitioner	(3) Principal Practitioner
Qualifications	<ul style="list-style-type: none"> • Tertiary Qualification OR • Vocational education and training sector accreditation (TAFE and registered private providers) OR • Demonstrated relevant work experience and/or training 	<ul style="list-style-type: none"> • Tertiary Qualification OR • Vocational education and training sector accreditation (TAFE and registered private providers). OR • Demonstrated relevant work experience and/or training • Eligible for industry professional body membership 	<ul style="list-style-type: none"> • Tertiary Qualification
Professional Body Recognition or Certification			<ul style="list-style-type: none"> • Eligible for or attained an industry professional body membership
Experience	<ul style="list-style-type: none"> • Experience relevant to the task 	<ul style="list-style-type: none"> • Minimum three years relevant work experience • Experience in a specialist field relevant to the task 	<ul style="list-style-type: none"> • Minimum ten years relevant work experience • Minimum three years in a specialist field relevant to the task • Management experience
Responsibility	<ul style="list-style-type: none"> • Conducts work as directed 	<ul style="list-style-type: none"> • Plans and conducts work • Able to manage complex assignments • Able to manage and provide leadership to a small team 	<ul style="list-style-type: none"> • Can perform duties requiring the application of mature qualified knowledge and makes responsible decisions on matters assigned • Able to manage more complex assignments independently • Provides supervision of Panel Member staff • Consults, recommends and advises in specialty areas

ANNEX H TO ATTACHMENT A

TIER TWO

LABOUR CATEGORY - SKILL LEVEL STANDARDS				
	(3) Principal Practitioner	(4) Executive Practitioner	(5) Pre-eminent specialist	
Qualifications	<ul style="list-style-type: none"> Tertiary Qualification 	<ul style="list-style-type: none"> Tertiary Qualification Postgraduate qualification or relevant continual training to maintain professional competencies or knowledge 	<ul style="list-style-type: none"> Tertiary Qualification Postgraduate qualification 	
Professional Body Recognition or Certification	<ul style="list-style-type: none"> Eligible for or attained an industry professional body membership 	<ul style="list-style-type: none"> Eligible for or attained an industry professional body membership 	<ul style="list-style-type: none"> Recognised by relevant industry professional body or peers as the authoritative subject matter expert 	
Experience	<ul style="list-style-type: none"> Minimum ten years relevant work experience Minimum three years in a specialist field relevant to the task Management experience 	<ul style="list-style-type: none"> Minimum ten years relevant work experience Recognised expertise in a specialist field relevant to the task Management experience 	<ul style="list-style-type: none"> Has expertise in a particular industry related field of work not universally available across the industry and may be regarded as an authority on specific matters. 	
Responsibility	<ul style="list-style-type: none"> Can perform duties requiring the application of mature qualified knowledge and makes responsible decisions on matters assigned Able to manage more complex assignments independently Provides supervision of Panel Member staff Consults, recommends and advises in specialty areas 	<ul style="list-style-type: none"> Can fully represent the Panel Member in major or complex contracts. Able to manage complex assignments independently including managing the Panel Member team. Demonstrated capability to sustain major responsibility in the execution of important work. 	<ul style="list-style-type: none"> Expert advice on extremely complex issues High level of demonstrated capability to provide professional outputs of an exceptionally high quality. 	

ANNEX I TO ATTACHMENT A

LABOUR CATEGORIES

FOR

SERVICE CATEGORY 2: PROCUREMENT AND CONTRACTING SERVICES

TIER ONE

LABOUR CATEGORY - SKILL LEVEL STANDARDS			
	(1) Practitioner	(2) Senior Practitioner	(3) Principal Practitioner
Qualifications	<ul style="list-style-type: none"> • Tertiary Qualification OR • Vocational education and training sector accreditation (TAFE and registered private providers) OR • Demonstrated relevant work experience and/or training 	<ul style="list-style-type: none"> • Tertiary Qualification OR • Vocational education and training sector accreditation (TAFE and registered private providers). OR • Demonstrated relevant work experience and/or training • Eligible for industry professional body membership 	<ul style="list-style-type: none"> • Tertiary Qualification
Professional Body Recognition or Certification			<ul style="list-style-type: none"> • Eligible for or attained an industry professional body membership
Experience	<ul style="list-style-type: none"> • Experience relevant to the task 	<ul style="list-style-type: none"> • Minimum three years relevant work experience • Experience in a specialist field relevant to the task 	<ul style="list-style-type: none"> • Minimum ten years relevant work experience • Minimum three years in a specialist field relevant to the task • Management experience
Responsibility	<ul style="list-style-type: none"> • Conducts work as directed 	<ul style="list-style-type: none"> • Plans and conducts work • Able to manage complex assignments • Able to manage and provide leadership to a small team 	<ul style="list-style-type: none"> • Can perform duties requiring the application of mature qualified knowledge and makes responsible decisions on matters assigned independently • Able to manage more complex assignments • Provides supervision of Panel Member staff • Consults, recommends and advises in specialty areas

ANNEX I TO ATTACHMENT A

TIER TWO

LABOUR CATEGORY - SKILL LEVEL STANDARDS				
	(3) Principal Practitioner	(4) Executive Practitioner	(5) Pre-eminent specialist	
Qualifications	<ul style="list-style-type: none"> Tertiary Qualification 	<ul style="list-style-type: none"> Tertiary Qualification Postgraduate qualification or relevant continual training to maintain professional competencies or knowledge 	<ul style="list-style-type: none"> Tertiary Qualification Postgraduate qualification 	
Professional Body Recognition or Certification	<ul style="list-style-type: none"> Eligible for or attained an industry professional body membership 	<ul style="list-style-type: none"> Eligible for or attained an industry professional body membership 	<ul style="list-style-type: none"> Recognised by relevant industry professional body or peers as the authoritative subject matter expert 	
Experience	<ul style="list-style-type: none"> Minimum ten years relevant work experience Minimum three years in a specialist field relevant to the task Management experience 	<ul style="list-style-type: none"> Minimum ten years relevant work experience Recognised expertise in a specialist field relevant to the task Management experience 	<ul style="list-style-type: none"> Has expertise in a particular industry related field of work not universally available across the industry and may be regarded as an authority on specific matters. 	
Responsibility	<ul style="list-style-type: none"> Can perform duties requiring the application of mature qualified knowledge and makes responsible decisions on matters assigned Able to manage more complex assignments independently Provides supervision of Panel Member staff Consults, recommends and advises in specialty areas 	<ul style="list-style-type: none"> Can fully represent the Panel Member in major or complex contracts. Able to manage complex assignments independently including managing the Panel Member team. Demonstrated capability to sustain major responsibility in the execution of important work. 	<ul style="list-style-type: none"> Expert advice on extremely complex issues High level of demonstrated capability to provide professional outputs of an exceptionally high quality. 	

ANNEX J TO ATTACHMENT A

LABOUR CATEGORIES

FOR

SERVICE CATEGORY 3: PROCUREMENT PROBITY SERVICES

TIER ONE

LABOUR CATEGORY - SKILL LEVEL STANDARDS			
	(1) Practitioner	(2) Senior Practitioner	(3) Principal Practitioner
Qualifications	<ul style="list-style-type: none"> • Tertiary Qualification OR • Vocational education and training sector accreditation (TAFE and registered private providers) OR • Demonstrated relevant work experience and/or training 	<ul style="list-style-type: none"> • Tertiary Qualification OR • Vocational education and training sector accreditation (TAFE and registered private providers). OR • Demonstrated relevant work experience and/or training • Eligible for industry professional body membership 	<ul style="list-style-type: none"> • Tertiary Qualification • Eligible for or attained an industry professional body membership
Professional Body Recognition or Certification			
Experience	<ul style="list-style-type: none"> • Experience relevant to the task 	<ul style="list-style-type: none"> • Minimum three years relevant work experience • Experience in a specialist field relevant to the task 	<ul style="list-style-type: none"> • Minimum ten years relevant work experience • Minimum three years in a specialist field relevant to the task • Management experience
Responsibility	<ul style="list-style-type: none"> • Conducts work as directed 	<ul style="list-style-type: none"> • Plans and conducts work • Able to manage complex assignments • Able to manage and provide leadership to a small team 	<ul style="list-style-type: none"> • Can perform duties requiring the application of mature qualified knowledge and makes responsible decisions on matters assigned • Able to manage more complex assignments independently • Provides supervision of Panel Member staff • Consults, recommends and advises in specialty areas

ANNEX J TO ATTACHMENT A

TIER TWO

LABOUR CATEGORY - SKILL LEVEL STANDARDS				
	(3) Principal Practitioner	(4) Executive Practitioner	(5) Pre-eminent specialist	
Qualifications	<ul style="list-style-type: none"> Tertiary Qualification 	<ul style="list-style-type: none"> Tertiary Qualification Postgraduate qualification or relevant continual training to maintain professional competencies or knowledge 	<ul style="list-style-type: none"> Tertiary Qualification Postgraduate qualification 	
Professional Body Recognition or Certification	<ul style="list-style-type: none"> Eligible for or attained an industry professional body membership 	<ul style="list-style-type: none"> Eligible for or attained an industry professional body membership 	<ul style="list-style-type: none"> Recognised by relevant industry professional body or peers as the authoritative subject matter expert 	
Experience	<ul style="list-style-type: none"> Minimum ten years relevant work experience Minimum three years in a specialist field relevant to the task Management experience 	<ul style="list-style-type: none"> Minimum ten years relevant work experience Recognised expertise in a specialist field relevant to the task Management experience 	<ul style="list-style-type: none"> Has expertise in a particular industry related field of work not universally available across the industry and may be regarded as an authority on specific matters. 	
Responsibility	<ul style="list-style-type: none"> Can perform duties requiring the application of mature qualified knowledge and makes responsible decisions on matters assigned Able to manage more complex assignments independently Provides supervision of Panel Member staff Consults, recommends and advises in specialty areas 	<ul style="list-style-type: none"> Can fully represent the Panel Member in major or complex contracts. Able to manage complex assignments independently including managing the Panel Member team. Demonstrated capability to sustain major responsibility in the execution of important work. 	<ul style="list-style-type: none"> Expert advice on extremely complex issues High level of demonstrated capability to provide professional outputs of an exceptionally high quality. 	

ANNEX K TO ATTACHMENT A

LABOUR CATEGORIES

FOR

SERVICE CATEGORY 4: FINANCIAL SERVICES

TIER ONE

LABOUR CATEGORY - SKILL LEVEL STANDARDS			
	(1) Practitioner	(2) Senior Practitioner	(3) Principal Practitioner
Qualifications	<ul style="list-style-type: none"> • Tertiary Qualification 	<ul style="list-style-type: none"> • Tertiary Qualification 	<ul style="list-style-type: none"> • Tertiary Qualification
Professional Body Recognition or Certification	<ul style="list-style-type: none"> • Working towards CPA, CA (or equivalent) Accreditation 	<ul style="list-style-type: none"> • Holds CPA, CA (or equivalent) Accreditation. 	<ul style="list-style-type: none"> • Holds CPA, CA (or equivalent) Accreditation.
Experience	<ul style="list-style-type: none"> • Experience in the Finance / Accounting Industry relevant to the task 	<ul style="list-style-type: none"> • Minimum three years in Finance / Accounting Industry • Experience in a specialist field relevant to the task 	<ul style="list-style-type: none"> • Minimum ten years in Finance / Accounting Industry • Minimum three years in a specialist field relevant to the task • Management experience
Responsibility	<ul style="list-style-type: none"> • Conducts work as directed 	<ul style="list-style-type: none"> • Plans and conducts work • Able to manage complex assignments • Able to manage and provide leadership to a small team 	<ul style="list-style-type: none"> • Can perform duties requiring the application of mature qualified knowledge and makes responsible decisions on matters assigned • Able to manage more complex assignments independently • Provides supervision of Panel Member staff • Consults, recommends and advises in specialty areas

ANNEX K TO ATTACHMENT A

TIER TWO

LABOUR CATEGORY - SKILL LEVEL STANDARDS			
	(3) Principal Practitioner	(4) Executive Practitioner	(5) Pre-eminent specialist
Qualifications	<ul style="list-style-type: none"> Tertiary Qualification 	<ul style="list-style-type: none"> Tertiary Qualification Postgraduate qualification 	<ul style="list-style-type: none"> Tertiary Qualification Postgraduate qualification
Professional Body Recognition or Certification	<ul style="list-style-type: none"> Holds CPA, CA (or equivalent) Accreditation. 	<ul style="list-style-type: none"> Holds CPA, CA (or equivalent) Accreditation. 	<ul style="list-style-type: none"> Industry recognition as an expert in a particular industry related field of work.
Experience	<ul style="list-style-type: none"> Minimum ten years in Finance / Accounting Industry Minimum three years in a specialist field relevant to the task Management experience 	<ul style="list-style-type: none"> Minimum ten years in Finance / Accounting Industry Recognised expertise in a specialist field relevant to the task Management experience 	<ul style="list-style-type: none"> Has expertise in a particular industry related field of work not universally available across the industry and may be regarded as an authority on specific matters.
Responsibility	<ul style="list-style-type: none"> Can perform duties requiring the application of mature qualified knowledge and makes responsible decisions on matters assigned Able to manage more complex assignments independently Provides supervision of Panel Member staff Consults, recommends and advises in specialty areas 	<ul style="list-style-type: none"> Can fully represent the Panel Member in major or complex contracts. Able to manage complex assignments independently including managing the Panel Member team. Demonstrated capability to sustain major responsibility in the execution of important work. 	<ul style="list-style-type: none"> Expert advice on extremely complex issues. High level of demonstrated capability to provide professional outputs of an exceptionally high quality.

ANNEX L TO ATTACHMENT A

LABOUR CATEGORIES

FOR

SERVICE CATEGORY 5: AUDIT AND ASSURANCE SERVICES

LABOUR CATEGORY - SKILL LEVEL STANDARDS				
	Practitioner	Senior Practitioner	Principal Practitioner	Executive Practitioner
Qualifications	<ul style="list-style-type: none"> • Tertiary Qualification OR • Vocational education and training sector accreditation (TAFE and registered private providers). 	<ul style="list-style-type: none"> • Tertiary Qualification 	<ul style="list-style-type: none"> • Tertiary Qualification 	<ul style="list-style-type: none"> • Tertiary Qualification • Postgraduate qualification or relevant continual training to maintain professional competencies or knowledge
Professional Body Recognition or Certification	<ul style="list-style-type: none"> • Undertaking study, or eligible for industry professional body membership 	<ul style="list-style-type: none"> • Eligible for industry professional body membership 	<ul style="list-style-type: none"> • Attained an industry professional body membership 	<ul style="list-style-type: none"> • Recognised by relevant industry professional body or peers as the authoritative subject matter expert
Experience	<ul style="list-style-type: none"> • Experience relevant to the task 	<ul style="list-style-type: none"> • Minimum three years relevant work experience • Experience in a specialist field relevant to the task 	<ul style="list-style-type: none"> • Minimum ten years relevant work experience • Minimum three years in a specialist field relevant to the task • Management experience 	<ul style="list-style-type: none"> • Has expertise in a particular industry related field of work not universally available across the industry and may be regarded as an authority on specific matters.
Responsibility	<ul style="list-style-type: none"> • Conducts work as directed 	<ul style="list-style-type: none"> • Plans and conducts work • Able to manage complex assignments • Able to manage and provide leadership to a small team 	<ul style="list-style-type: none"> • Can perform duties requiring the application of mature qualified knowledge and makes responsible decisions on matters assigned • Able to manage more complex assignments independently • Provides supervision of Panel Member staff 	<ul style="list-style-type: none"> • Can fully represent the Panel Member in major or complex contracts. • Able to manage complex assignments independently including managing the Panel Member team. • Demonstrated capability to sustain major responsibility in the execution of important work.
				<ul style="list-style-type: none"> • Expert advice on extremely complex issues • High level of demonstrated capability to provide professional outputs of an exceptionally high quality.

ANNEX L TO ATTACHMENT A

LABOUR CATEGORY - SKILL LEVEL STANDARDS				
Practitioner	Senior Practitioner	Principal Practitioner	Executive Practitioner	Pre-eminent specialist
		<ul style="list-style-type: none">• Consults, recommends and advises in specialty areas• Can be asked to answer questions in forums such as the Senate Standing Committee on Foreign Affairs, Defence & Trade		

ANNEX M TO ATTACHMENT A

SERVICE CATEGORIES AND LABOUR CATEGORIES PANEL MEMBER IS ENDORSED TO SUPPLY

Service Category	Labour Category Tier Level	Endorsed to Supply	Not Endorsed to Supply	Service Delivery Commencement Date
Service Category 1: Business Management Services	Tier One		✓	
	Tier Two		✓	
Service Category 2: Procurement and Contracting Services	Tier One		✓	
	Tier Two		✓	
Service Category 3: Procurement Probity Services	Tier One		✓	
	Tier Two		✓	
Service Category 4: Financial Services	Tier One		✓	
	Tier Two		✓	
Service Category 5: Audit and Assurance Services	Not Applicable – All Labour Categories		✓	
Service Category 6: Recruitment Support and Scribing Services	Not Applicable	✓		From the Effective Date
Service Category 7: Business Services Labour Hire Services	Not Applicable	✓		From the Effective Date

ATTACHMENT B

Outstanding Report for Previous Period

This table need only be completed to address Quotations that remained unresolved (i.e. contract pending) when the previous report was submitted.

Where earlier contracts were not completed (but had been awarded) at the time of the previous report, these Contracts do not need to be reported again.

Agency	Reference Number of Request for Quotation and Tasking Statement Received (if applicable)	Contract Awarded Yes / No

Contracts Awarded

Provide information about all contracts which were awarded during the reporting period.

Agency	Reference Number of Request for Quotation and Tasking Statement Received (if applicable)	Contract Price	Commencement date	Finish date or Expected Finish Date	Subcontractors Providing Services (if applicable)	Authorised Officer (for Defence and DMO contracts only)	Purchase Order Number (for Defence and DMO contracts only)

ATTACHMENT B
REPORTING FORMAT

ACTIVITY REPORT

Panel Member	[Insert company name]	ABN	
Panel Member Representative			
Contact Ph			
Email			

Reporting Period	dd/mm/yyyy – dd/mm/yyyy
------------------	-------------------------

Request for Quotation and Tasking Statements

Provide information about all Request for Quotation and Tasking Statements received during the reporting period.

Agency	Reference Number of Request for Quotation and Tasking Statement Received (If applicable)	Quotation provided Yes / No	If declined, provide reason for declining	Contract Awarded Yes / No / Pending

ATTACHMENT B

Contracts Completed

Provide information about all contracts which finished during the reporting period.

Agency	Reference Number of Request for Quotation and Tasking Statement Received (if applicable)	Final Contract Price	Finish Date	Was the term of the contract extended? Yes / No	If yes, provide more information.	Was the contract amended during the term? Yes / No	If yes, provide more information.

ATTACHMENT B

Diversity

Provide information about the following:

INDIGENOUS OPPORTUNITIES

The Commonwealth policy for Indigenous Opportunities details a range of actions to encourage indigenous employment opportunities. As noted in the Conditions of Tender for RFT DPSP 01/2013, the Commonwealth requires reporting from each Panel Member to assist it in understanding the extent to which the Panel Members' corporate policies and practices support employment for indigenous people.

Total number of people employed by your company in Australia on the last day of the reporting period	Number of indigenous people employed by your company in Australia on the last day of the reporting period	Number of suppliers used by your company during the reporting period which are either Supply Nation members or indigenous owned.	Total expenditure (GST inclusive) with Supply Nation members or indigenous owned companies during the reporting period.

Describe any initiatives that you implemented during the reporting period to encourage diversity (e.g. gender equity or support for disabled workers):

--

ATTACHMENT C
SCHEDULE OF RATES

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ATTACHMENT D
REQUEST FOR QUOTATION AND TASKING STATEMENT
FOR
SERVICE CATEGORIES 1-6

This Request for Quotation and Tasking Statement is issued in accordance with clause 1.8 in the Conditions of Deed for the Defence Professional Services Standing Offer Panel.
To:
Please provide a Quotation for the provision of Services as per the following:
Activity Reference Number:
Project Title (If Applicable):
Service Category: This Request for Quotation and Tasking Statement seeks Services from the following Service Category: <input type="checkbox"/> Service Category 1: Business Management Services <input type="checkbox"/> Service Category 2: Procurement and Contracting Services <input type="checkbox"/> Service Category 3: Procurement Probity Services <input type="checkbox"/> Service Category 4: Financial Services <input type="checkbox"/> Service Category 5: Audit and Assurance Services <input type="checkbox"/> Service Category 6: Recruitment Support and Scribing Services
Labour Category (If Applicable): The Commonwealth anticipates the following Labour Category/ies will be required to deliver the Services identified in this Request for Quotation and Tasking Statement: <input type="checkbox"/> Practitioner <input type="checkbox"/> Principal Practitioner <input type="checkbox"/> Senior Practitioner <input type="checkbox"/> Executive Practitioner <input type="checkbox"/> Pre-eminent Specialist
Security Classification (If Applicable):
Security Guidance (If Applicable):
Background:
Task Description:

ATTACHMENT D

Task Objective/s:	
Task Deliverables and Dates for Delivery:	
Location of Service Delivery:	
Required Start Date:	Required Completion Date:
Options for extension (if applicable):	
Proposed Reimbursable Expenses, including Allowances and Disbursements (if any):	
Supplementary Conditions (If Applicable):	
Government Furnished Material Available (If Applicable):	
Intellectual Property Aspects (If Applicable):	
Is a Deed of Confidentiality needed from the Panel Member before a Contract starts?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Performance Standards: The following performance standards will apply: <input type="checkbox"/> Quality of work met a professional standard considered appropriate for the Service Category and Skill Level Standards for the Labour Category (if applicable) <input type="checkbox"/> Agreed milestones were met <input type="checkbox"/> Key Persons supplied were suitable to deliver the Services <input type="checkbox"/> Minimal turnover of Key Persons during the course of the Contract <input type="checkbox"/> Final cost did not exceed agreed cost <input type="checkbox"/> Other, please specify: <input type="checkbox"/> Other, please specify: <input type="checkbox"/> Other, please specify: <input type="checkbox"/> Other, please specify: <input type="checkbox"/> Other, please specify:	
Documents Enclosed (if applicable):	
Date Quotation Required: (ACT Local Time)	
Price Basis:	
Are referees required?	<input type="checkbox"/> Yes <input type="checkbox"/> No

ATTACHMENT D**Will the agency conduct interviews from shortlist?**☐ Yes ☐ No**Essential Requirements:**

The Commonwealth will exclude a response from further consideration if the Commonwealth considers that the Panel Member does not meet the following Essential Requirements:

1. The response must be submitted by the time stated in the "Date Quotation Required" field.
2. The prices quoted must comply with the Pricing Schedule at Attachment C to the Conditions of Deed.

Evaluation Criteria:

Quotations will be evaluated against the following criteria:

1. Panel Member's proposed approach to the delivery of the Services
2. Panel Member's knowledge of the critical requirements of the Services to be provided
3. Panel Member's previous or similar experience
4. The experience and qualifications of the Key Persons to be used by the Panel Member for the provision of the Services
5. Panel Member's costing estimates and pricing structure
- 6.
- 7.

ATTACHMENT D

All questions and responses are to be directed to the Panel Manager:		
Name:		
Appointment:		
Department:		
Division/Branch/Section:		
Telephone:	Fax:	E-mail:
Address:		
Date:		

ATTACHMENT E

**REQUEST FOR QUOTATION AND TASKING STATEMENT
FOR
SERVICE CATEGORY 7**

This Request for Quotation and Tasking Statement is issued in accordance with clause 1.8 in the Conditions of Deed for the Defence Professional Services Standing Offer Panel.

To: [...INSERT PANEL MEMBER...]

Please nominate candidates and provide a Quotation for position/s as per the following:

Activity Reference Number:

Project Title (If Applicable):

Skill Sets:

The Commonwealth requires Key Persons with the following Skill Sets:

- ☐ Administration
- ☐ Business Management
- ☐ Corporate Support / Services
- ☐ Customer Service
- ☐ Data Entry / Processing
- ☐ Executive / Personal Assistant
- ☐ Information Management
- ☐ Librarian
- ☐ Library Assistant
- ☐ Library Technician
- ☐ Payroll
- ☐ Records Management
- ☐ Secretariat
- ☐ Technical Writing

ATTACHMENT E

☐ Other, please specify:

Level and number of position(s):

Indicate the number of positions against equivalent level.

APS 1: _____

APS 5: _____

APS 2: _____

APS 6: _____

APS 3: _____

EL 1: _____

APS 4: _____

EL 2: _____

Security Classification (If Applicable):**Security Guidance (If Applicable):****Background:****Position Description:****Position Objective/s and/or Duty Statement:****Position Deliverables and Dates for Delivery (if applicable):****Selection Criteria (if applicable):****Position Details:**

Full Time: ☐ Yes ☐ No *What are the hours of work?*

Part Time: ☐ Yes ☐ No *What are the hours / days of work?*

Will the agency conduct interviews from shortlist? ☐ Yes ☐ No

Are referees required? ☐ Yes ☐ No

Required Start Date:

Required Completion Date:

Options for extension (if applicable):**Location of Position/s:****Proposed Reimbursable Expenses, including Allowances and Disbursements (if any):****Supplementary Conditions (If Applicable):****Government Furnished Material Available (If Applicable):****Intellectual Property Aspects (If Applicable):**

ATTACHMENT E

Is a Deed of Confidentiality needed from the Panel Member before a Contract starts?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>Performance Standards:</p> <p>The following performance standards will apply to the contract:</p> <p><input type="checkbox"/> Quality of work met a professional standard considered appropriate for the Service Category</p> <p><input type="checkbox"/> Agreed milestones were met</p> <p><input type="checkbox"/> Key Persons supplied were suitable to deliver the Services</p> <p><input type="checkbox"/> Final cost did not exceed agreed cost</p> <p><input type="checkbox"/> Other, please specify:</p> <p><input type="checkbox"/> Other, please specify:</p> <p><input type="checkbox"/> Other, please specify:</p> <p><input type="checkbox"/> Other, please specify:</p> <p><input type="checkbox"/> Other, please specify:</p>	
Documents Enclosed:	
Date Quotation Required: (ACT Local Time)	
Price Basis:	
<p>Essential Requirements:</p> <p>The Commonwealth will exclude a response from further consideration if the Commonwealth considers that the Panel Member does not meet the following Essential Requirements:</p> <ol style="list-style-type: none"> 1. The response must be submitted by the time stated in the "Date Quotation Required" field. 2. The prices quoted must comply with the Pricing Schedule at Attachment C to the Conditions of Deed. 	

ATTACHMENT E

Evaluation Criteria:

Quotations will be evaluated against the following criteria:

1. Proposed Key Persons capability to deliver the Services
2. Proposed Key Persons capacity to deliver the Services
3. Panel Member's knowledge of and ability to deliver the critical requirements of the Services to be provided
4. Panel Member's costing estimates and pricing structure
- 5.
- 6.

All questions and responses are to be directed to the Panel Manager:

Name:

Appointment:

Department:

Division/Branch/Section:

Telephone:

Fax:

E-mail:

Address:

Date:

**ATTACHMENT F
QUOTATION FORM
FOR
SERVICE CATEGORIES 1-6**

Note to Panel Member: Panel Member must submit a quote via this template. The completed template must be returned to the Panel Manager specified in the Request for Quotation and Tasking Statement.

This quotation is provided under the Defence Professional Services Standing Offer Panel.
Panel Member Name:
The Panel Member submits this quotation in accordance with the Deed and in regard to the Request for Quotation and Tasking Statement for Service Categories 1 – 6
Activity Reference Number (if applicable):
Project Title (If Applicable):
Please list any documents attached to this Quotation Form:
<p>IMPORTANT PLEASE NOTE:</p> <p>1. Only the data provided on this form will be taken into account in assessing the value for money of any given quotation. The Commonwealth will not be liable for failure to take into account any information provided as an attachment or otherwise to this form.</p> <p>However, if additional evaluation criteria were identified in the Request for Quotation and Tasking Statement, the Commonwealth may use the material tendered in response to other evaluation criteria below or in any attached documents in the evaluation of these criteria.</p> <p>2. If interviews are conducted, answers may be used in the evaluation against one or all of the evaluation criteria listed in the Request for Quotation and Tasking Statement.</p>

Quotation Authorised by the Panel Member		
Name of Panel Member Representative authorising quotation:		
Title:	Name:	
Position:		
Email:		
Telephone:	Fax:	
Address Line 1:		
Address Line 2:		
Suburb:	State:	Postcode:
Signature:		Date:

Nominated Contract Representative	
Name of Panel Member's Nominated Contract Representative:	
Title:	Name:
Position:	

ATTACHMENT F

Email:		
Telephone:	Fax:	
Address Line 1:		
Address Line 2:		
Suburb:	State:	Postcode:

If declining to bid, please complete the following table:

Decline to Bid	
This area must be filled out by the Panel Member when declining to bid.	
Reason for declining to bid:	
No personnel available/qualified	<input type="checkbox"/>
Currently working at full capacity	<input type="checkbox"/>
Unable to work in specified location	<input type="checkbox"/>
Insufficient Quotation Response Period	<input type="checkbox"/>
Other, please specify	

If submitting a bid, please complete the following tables:

General Information

<p>If Clause 5.8 (Late Payments) remains in the Deed which your company signed with the Commonwealth, please answer the following question:</p> <p>Will your company be a Small Business (i.e. employ less than the full time equivalent of 20 persons) on the date that the contract is formed in accordance with clause 1.8.6?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
--	---

The information below will be used when evaluating against the following criterion:

1. Panel Member's proposed approach to the delivery of the Services

Proposed methodology to meet the Task Objectives:
Response to proposed Labour Categories:
Response to the location of Service Delivery:
Response to proposed timetable for Deliverables, Start and Completion dates:
List the IP that the Panel Member has already created which will be used and/or modified when delivering the Services:

ATTACHMENT F

The information below will be used when evaluating against the following criterion:

2. Panel Member's knowledge of the critical requirements of the Services to be provided

Provide information demonstrating knowledge of the critical requirements of the Services to be provided:			
Subcontractors to be used in providing the Services (if applicable)			
Sub Contractors Name	ACN/ABN	If this sub-contractor requires the prior written approval of the Commonwealth under clause 8.10 in the Conditions of Deed, has this written approval been obtained?	CVs Attached
		Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
		Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
		Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Response to Security Classification and Guidance requirements:			
Response to Supplementary Conditions (if applicable):			
Response to Government Furnished Material (if applicable):			
Response to Intellectual Property Aspects (if applicable):			
Does a Conflict of Interest exist or is one anticipated to arise in the course of the Contract (as per clause 8.12 in the Deed)?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Confirmation that Insurance is held as per clause 6.4 in the Deed and a copy of the Certificate of Currency will be provided on request:			
Workers Compensation			Yes <input type="checkbox"/> No <input type="checkbox"/>
Professional Indemnity			Yes <input type="checkbox"/> No <input type="checkbox"/>
Public Liability (not less than \$10Mil each and every occurrence):			Yes <input type="checkbox"/> No <input type="checkbox"/>
Confirmation that an Executed Deed of Confidentiality will be provided if a Contract is entered into (if applicable):		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable	

ATTACHMENT F

The information below will be used when evaluating against the following criterion:

3. Panel Member's previous or similar experience

Provide information about previous or similar experience:	
List of Referees (if applicable):	
Referee 1	
Company/Organisation Name:	
Name of Contact:	
Position Title:	
Telephone Number	
Email Address:	
Referee 2	
Company/Organisation Name:	
Name of Contact:	
Position Title:	
Telephone Number	
Email Address:	

ATTACHMENT F

The information below will be used when evaluating against the following criterion:

4. The experience and qualifications of the Key Persons to be used by the Contractor for the provision of the Services

Key Persons		
Select Labour Category from drop down box	Name of Key Persons to Provide the Proposed Services	CV Attached
Labour Category		Yes <input type="checkbox"/> No <input type="checkbox"/>
Labour Category		Yes <input type="checkbox"/> No <input type="checkbox"/>
Labour Category		Yes <input type="checkbox"/> No <input type="checkbox"/>
Labour Category		Yes <input type="checkbox"/> No <input type="checkbox"/>
Labour Category		Yes <input type="checkbox"/> No <input type="checkbox"/>
Labour Category		Yes <input type="checkbox"/> No <input type="checkbox"/>
Labour Category		Yes <input type="checkbox"/> No <input type="checkbox"/>
Labour Category		Yes <input type="checkbox"/> No <input type="checkbox"/>
Labour Category		Yes <input type="checkbox"/> No <input type="checkbox"/>
Labour Category		Yes <input type="checkbox"/> No <input type="checkbox"/>
Labour Category		Yes <input type="checkbox"/> No <input type="checkbox"/>
Labour Category		Yes <input type="checkbox"/> No <input type="checkbox"/>
Labour Category		Yes <input type="checkbox"/> No <input type="checkbox"/>
Labour Category		Yes <input type="checkbox"/> No <input type="checkbox"/>
Labour Category		Yes <input type="checkbox"/> No <input type="checkbox"/>
Labour Category		Yes <input type="checkbox"/> No <input type="checkbox"/>
Labour Category		Yes <input type="checkbox"/> No <input type="checkbox"/>
Labour Category		Yes <input type="checkbox"/> No <input type="checkbox"/>
Labour Category		Yes <input type="checkbox"/> No <input type="checkbox"/>
Labour Category		Yes <input type="checkbox"/> No <input type="checkbox"/>
Labour Category		Yes <input type="checkbox"/> No <input type="checkbox"/>
If more than 20 Key Persons are being offered, please provide information about the additional Key Persons in a separate document.		

ATTACHMENT F

The information below will be used when evaluating against the following criterion:

5. Panel Member's costing estimates and pricing structure

Pricing Details (GST Inclusive)				
<p>Panel Member is to provide pricing in accordance with the Price Basis outlined in the RFQTS. If no Pricing Basis was specified, the Panel Member is to choose the most appropriate Pricing Option.</p> <p>Daily Rate for all Labour Categories specified must be based on Schedule of Rates applicable to the total days of effort shown.</p> <p>Further, the Panel Member acknowledges that all prices listed are fixed, GST Inclusive and disclosed in the tables below.</p>				
PRICING OPTION 1 : TIME AND MATERIALS				
Labour Category as defined in Attachment A to the Conditions of Deed		Days (8 hours)	Daily Rate (\$)	Total Price (\$)
<i>Example: Labour Category – Senior Practitioner</i>	<i>Names of Key Persons</i>	4.0	1000.00	4000.00
Labour Category				
Labour Category				
Labour Category				
Labour Category				
Labour Category				
Labour Category				
Labour Category				
Labour Category				
Labour Category				
Labour Category				
Labour Category				
Labour Category				
Labour Category				
Labour Category				
Labour Category				
Labour Category				
Labour Category				
Labour Category				
Labour Category				
Labour Category				
Total Days of Effort			Sub-Total of Price	
Allowances – travel, incidental and accommodation costs				
Other proposed disbursements (if any):				
TOTAL PRICE				

ATTACHMENT F

PRICING OPTION 2 : DELIVERABLES AND PAYMENT SCHEDULE		
Use Lines as Required	Delivery Date	Payment (\$)
Deliverable 1 -		
Milestone 1		
Milestone 2		
Milestone 3		
Deliverable 2-		
Milestone 1		
Milestone 2		
Milestone 3		
Deliverable 3-		
Milestone 1		
Milestone 2		
Milestone 3		
Sub-Total of Price		
Allowances – travel, incidental and accommodation costs		
Other proposed disbursements (if any):		
TOTAL PRICE		

PRICING OPTION 3 : PRICE ON COMPLETION OF PROJECT				
Expected Completion Date	Brief Description of Services to be Delivered	Days (8 hours)	Daily Rate (\$)	Total Price (\$)
Sub-Total of Price				
Allowances – travel, incidental and accommodation costs				
Other proposed disbursements (if any):				
TOTAL PRICE				

**ATTACHMENT G
QUOTATION FORM
FOR**

SERVICE CATEGORY 7

Note to Panel Member: Panel Member must submit a quote via this template. The completed template must be returned to the **Panel Manager** specified in the Request for Quotation and Tasking Statement.

This quotation is provided under the Defence Professional Services Standing Offer Panel.
Panel Member Name:
The Panel Member submits this quotation in accordance with the Deed and in regard to the Request for Quotation Tasking Statement for Service Category 7
Activity Reference Number (if applicable):
Project Title (If Applicable):
Please list any documents attached to this Quotation Form:

Quotation Authorised by the Panel Member		
Name of Panel Member representative authorising quotation:		
Title:	Name:	
Position:		
Email:		
Telephone:	Fax:	
Address Line 1:		
Address Line 2:		
Suburb:	State:	Postcode:
Signature:		Date:

Nominated Contract Representative		
Name of Panel Member's Nominated Contract Representative:		
Title:	Name:	
Position:		
Email:		
Telephone:	Fax:	
Address Line 1:		
Address Line 2:		
Suburb:	State:	Postcode:

ATTACHMENT G

If declining to bid, please complete the following table:

Decline to Bid	
This area must be filled out by the Panel Member when declining to bid.	
Reason for declining to bid:	
No personnel available/qualified	<input type="checkbox"/>
Currently working at full capacity	<input type="checkbox"/>
Unable to work in specified location	<input type="checkbox"/>
Insufficient Quotation Response Period	<input type="checkbox"/>
Other, please specify	

If submitting a bid, please complete the following tables:

General Information

<p>If Clause 5.8 (Late Payments) remains in the Deed which your company signed with the Commonwealth, please answer the following question:</p> <p>Will your company be a Small Business (i.e. employ less than the full time equivalent of 20 persons) on the date that the contract is formed in accordance with clause 1.8.6?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
--	---

ATTACHMENT G

The information below will be used when evaluating against the following criterion:

1. Proposed Key Persons capability to deliver the Services

Please note: Interviews may be conducted to assess each proposed candidates capability to deliver the Services

KEY PERSONS						
Select Skill Set from drop down box	Name of Key Persons to Provide the Proposed Services	Level Select from drop down box	CV Attached	Referees inc. in CV (if requested)	Response to Selection Criteria Attached (if requested)	
Skill Set		Level	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
If Other, please specify				NA <input type="checkbox"/>	NA <input type="checkbox"/>	
Skill Set		Level	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
If Other, please specify				NA <input type="checkbox"/>	NA <input type="checkbox"/>	
Skill Set		Level	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
If Other, please specify				NA <input type="checkbox"/>	NA <input type="checkbox"/>	
Skill Set		Level	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
If Other, please specify				NA <input type="checkbox"/>	NA <input type="checkbox"/>	
Skill Set		Level	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
If Other, please specify				NA <input type="checkbox"/>	NA <input type="checkbox"/>	
Skill Set		Level	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
If Other, please specify				NA <input type="checkbox"/>	NA <input type="checkbox"/>	
If more than five Key Persons are being offered, please provide information about the additional Key Persons in a separate document.						

ATTACHMENT G

Response to Security Classification and Guidance requirements:

ATTACHMENT G

The information below will be used when evaluating against the following criterion:

2. Proposed Key Persons capacity to deliver the Services

Please note: Interviews may be conducted to assess each proposed candidates capacity to deliver the Services

<p>Are the proposed candidate/s available to work in the location specified in the RFQTS?</p> <p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>Comments:</p>
<p>Are the proposed candidate/s able to begin on the Start Date in the RFQTS?</p> <p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>Comments:</p>
<p>Are the proposed candidate/s able to continue until the Completion Date in the RFQTS?</p> <p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>Comments:</p>
<p>Are the proposed candidate/s able work the days / hours specified in the RFQTS?</p> <p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>Comments:</p>
<p>Would the proposed candidate/s be available if the extension options are exercised (if applicable)?</p> <p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>Comments:</p>
<p>Will the proposed candidate/s be able to meet the date/s for the delivery of the Position Deliverables (if applicable)?</p> <p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>Comments:</p>

ATTACHMENT G

The information below will be used when evaluating against the following criterion:

3. Panel Member's knowledge and ability to deliver the critical requirements of the Services to be provided

Response demonstrating knowledge of and ability to deliver the critical requirements of the Services to be provided:			
Subcontractors to be used in providing the Services (if applicable)			
Sub Contractors Name	ACN/ABN	If this sub-contractor requires the prior written approval of the Commonwealth under clause 8.10 in the Conditions of Deed, has this written approval been obtained?	CVs Attached
		Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
		Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
		Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Response to Supplementary Conditions (if applicable):			
Response to Government Furnished Material (If Applicable):			
Response to Intellectual Property Aspects (if applicable):			
Does a Conflict of Interest exist or is one anticipated to arise in the course of the Contract (as per clause 8.12 in the Deed)?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Confirmation that Insurance is held as per clause 6.4 in the Deed and a copy of the Certificate of Currency will be provided on request:			
Workers Compensation			Yes <input type="checkbox"/> No <input type="checkbox"/>
Professional Indemnity			Yes <input type="checkbox"/> No <input type="checkbox"/>
Public Liability (not less than \$10Mil each and every occurrence):			Yes <input type="checkbox"/> No <input type="checkbox"/>
Confirmation that an Executed Deed of Confidentiality will be provided if a Contract is entered into (if applicable):		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable	

ATTACHMENT G

The information below will be used when evaluating against the following criterion:

4. Panel Member's costing estimates and pricing structure

Pricing Details (GST Inclusive)				
Panel Member is to provide pricing in accordance with the Price Basis outlined in the RFQTS. If no Pricing Basis was specified, the Panel Member is to use the Pricing Option below.				
Further, the Panel Member acknowledges that all prices listed are fixed, GST Inclusive and disclosed in the tables below.				
PRICING OPTION 1 : TIME AND MATERIALS				
Labour Category as defined in the SONXXXXXX Deed		Days (8 hours)	Daily Rate (\$)	Total Price (\$)
<i>Example: Level – APS 3</i>	<i>Names of Key Person</i>	<i>4.0</i>	<i>1000.00</i>	<i>4000.00</i>
Level				
Level				
Level				
Level				
Level				
Total Days of Effort			Sub-Total of Price	
Allowances – travel, incidental and accommodation costs				
Other proposed disbursements (if any):				
TOTAL PRICE				

ATTACHMENT H
OFFICIAL ORDER
FOR
SERVICE CATEGORIES 1-6

The Official Order, once executed by the Commonwealth and delivered in accordance with the [...INSERT STANDING OFFER NAME AND NUMBER...], will constitute acceptance by the Commonwealth of the Panel Member's offer to supply the Services specified in this Official Order.

The conditions in the [...INSERT STANDING OFFER NAME AND NUMBER...], this Official Order and any other documents expressly referred to in this Official Order as forming part of the Official Order, together constitute a Contract between the Commonwealth and the Contractor.

Purchase Order Number:	
Contract Start Date: [...INSERT DATE THE OFFICIAL ORDER WILL BE MADE UNDER CLAUSE 1.8 OF THE DEED...]	
Contract End Date:	
Contract Extension Options:	
Contract Representative: [...INSERT CONTRACT REPRESENTATIVE'S Name, PANEL MEMBER'S Name, A.B.N/A.C.N and A.R.B.N (if applicable), ROMAN Vendor Number, Physical and Postal Address, Phone and Fax numbers...]	
Authorised Officer: [...INSERT AUTHORISED OFFICER'S NAME, PHYSICAL AND POSTAL ADDRESS, PHONE, EMAIL ADDRESS AND FAX NUMBERS...]	

Note to tenderers: The Official Order will consist of an amalgamation of this Attachment and the successful tenderer's Quotation.

Note to drafters: This Attachment provides example clauses only for writing a Statement of Work. Guidance on these issues can be found in the Handbook to ASDEFCON (Standing Offer for Services) or by contacting the Contracting Help Desk.

1. **INTRODUCTION (CORE)**
 - 1.1 [...INSERT SUMMARY OF REQUIREMENT...]
 - 1.2 [...INSERT BACKGROUND TO REQUIREMENT...]
2. **STATEMENT OF WORK (CORE)**

Note to drafters: There should be nothing in the Statement of Work that is not covered or could not be covered by the requirements of the standing offer as set out by the tenderer in Annexes F to M of the conditions of tender. It is usual to either set a services Contract up so that the Contractor is conducting the work in phases, or else is performing specific duties. There are many different ways to draft your SOW to these separate needs. Detailed below are two examples of drafting SOWs to reflect this need. Please note the following example assumes that there is no right for the Commonwealth to terminate the contract at the completion of each phase.

ATTACHMENT H

Option A: For when a Contractor is performing a specific job (produce a report etc) you may choose to use clauses similar to the following:

2.1 The Contractor shall undertake the work in the following phases:

- a. Phase 1: [...INSERT DETAILS...];
- b. Phase 2: [...INSERT DETAILS...];
- c. Phase 3: [...INSERT DETAILS...]; etc

2.2 Phase 1: [...INSERT DETAILS OF PHASE/NAME...]

- a. The Contractor shall.....
- b. The Contractor shall.....

2.3 Phase 2: [...INSERT DETAILS OF THE PHASE/NAME...]

- a. The Contractor shall.....
- b. The Contractor shall.....

Option B: For when a Contractor is not performing a specific discrete task, you may choose to use clauses similar to the following:

2.4 The Contractor shall:

- a. [...INSERT DETAILS AS APPROPRIATE...for example: shall provide general Project Management and ILS advice on THE PROJECT...]; and
- b. draft and staff documentation including:
 - (i) [...INSERT DETAILS AS APPROPRIATE...for example: ILS Plans AND/OR TRANSITION PLANS.

3. DELIVERABLES (CORE)

Option A: For when a Contractor is performing a specific task (produce a report etc) you may choose to use clauses similar to the following:

3.1 The Contractor shall provide [...INSERT NUMBER...] hard copies and [...INSERT NUMBER...] soft copies of the deliverables in accordance with the schedule detailed below:

No.	Deliverable	Location	SOW Ref	Delivery Date
1				
2				
3				

3.2 The Contractor shall provide the deliverables in the following format

- a. Soft copies: [...INSERT FORMAT...]; and
- b. Hard copies: [...INSERT FORMAT...].

ATTACHMENT H

Option B: For when a Contractor is not performing a specific discrete task you may choose to use clauses similar to the following:

Note to drafters: Care must be exercised here when specifying tasks to minimise the risk of the Contractor being deemed to be an employee of the Commonwealth. If necessary, drafters should consult the DPPM or seek assistance from the Contracting Help Desk.

3.3 [...DESCRIBE THE SERVICES. For example: the Contractor shall provide deliverables on an ongoing basis as directed by the Authorised Officer...]

4. KEY PERSON (CORE)

4.1 The Key Persons identified for the performance of the Contract are:

Name	Task Title/ Duties	Labour Category (if applicable)

Option: For when Key Persons will not be required to work over the Christmas / New Years stand-down period.

Note to Drafters: Depending on the nature of the Services to be provided, it may be necessary to avoid situations where the Contractor is working without access to guidance or management from APS/ADF personnel during the Christmas/New Year stand-down period. This may be especially important if Commonwealth employee input or supervision is required for the Services to be satisfactory completed.

4.2 Key Persons will not be required to work over the Christmas/New Year stand-down period scheduled from [...INSERT DATE...] to [...INSERT DATE...].

5. GOVERNMENT FURNISHED MATERIAL (OPTIONAL)

Note to drafters: In this instance, GFM includes items such as work areas.

5.1 The Commonwealth shall provide the following GFM to the Contractor at the times and places detailed below:

Item	Date Required	Location Required

6. BASIS OF PAYMENT (CORE)

Option A: For when the Contractor will be paid at the conclusion of the task.

6.1 Subject to clause 5 of the Conditions of Deed, the Contract Price is (...INSERT DOLLAR AMOUNT PRIOR TO CONTRACT SIGNATURE...), and is payable upon delivery of the final deliverable and completion of the Services. The Contractor may submit a claim for payment of the Contract Price upon delivery of the final deliverable and completion of the Services.

ATTACHMENT H**Option B: For when the Contractor will be paid on completion of agreed milestones**

Note to drafters: milestone details should align with the phases in the SOW.

- 6.2 Subject to clause 5 of the Conditions of Deed, the Contract Price is (...INSERT DOLLAR AMOUNT PRIOR TO CONTRACT SIGNATURE...), and is payable in the following instalments:
- [...INSERT DOLLAR AMOUNT PRIOR TO CONTRACT SIGNATURE...] upon completion of [...INSERT MILESTONE DETAILS...]; and
 - [...INSERT DOLLAR AMOUNT PRIOR TO CONTRACT SIGNATURE...] upon completion of [...INSERT MILESTONE DETAILS...].
- 6.3 The Contractor may submit a claim for payment of each instalment following completion of the relevant milestone.

Option C: For when the Contractor will be paid monthly in arrears based on pre-agreed rates that apply to defined labour categories and the Services are to be delivered within an agreed maximum (i.e. not to be exceeded) Contract Price.

- 6.4 Subject to clause 5 of the Conditions of Deed, the Contract Price shall be payable progressively, monthly in arrears. The progressive payments shall be calculated as a factor of the Labour Rates defined in the following table, the allowable hours expended on the task and any reimbursable expenses as defined in clause 7 in this Official Order:

Labour Category	Estimated Allowable Days	Daily Rates (GST Inclusive)

- 6.5 The Contractor may submit a claim for payment of each progress payment following the last Working Day of the relevant month.
- 6.6 Notwithstanding clause 6.4 above, and subject to clause 8.3 of the Conditions of Deed, the Contractor shall provide the Services for a Contract Price which shall not exceed (...INSERT DOLLAR AMOUNT PRIOR TO CONTRACT SIGNATURE...).

7. REIMBURSABLE EXPENSES (CORE)

Note to drafters: Drafters should choose one of the following clauses. Information on Travelling Allowances is contained within Departmental Personnel Instruction No 2/2009 Rates for Payment of Travel Costs - June 2009 Adjustments.

Option A: For when no expenses will be reimbursed.

- 7.1 No expenses shall be reimbursable under the Contract.

ATTACHMENT H

Option B: For when the Commonwealth will reimburse specified expenses.

- 7.2 The following expenses shall be reimbursed to the Contractor under the Contract:
- a. If the Commonwealth has provided its prior consent, the Contractor shall be entitled to reimbursement for travel, accommodation and living expenses up to the Defence Travelling Allowance rates which have been adjusted to include an element for GST. All claims for such reimbursements shall be submitted on a valid tax invoice showing the GST exclusive price, with GST then being charged on the total amount. The total GST inclusive claim for such reimbursement shall not exceed that of the total allowable Defence Travelling Allowances. As an alternative to reimbursement of such expenses, and at the discretion of the Commonwealth, the Commonwealth may undertake to arrange travel and accommodation required by the Contractor for the purposes of the Contract. The Contractor shall promptly supply all necessary information required by the Commonwealth to make these arrangements.
 - b. (...INSERT OTHER REIMBURSABLE EXPENSES PRIOR TO CONTRACT SIGNATURE...).
- 7.3 If, under and Official Order, the Contractor is required to travel for less than 30 minutes in any one trip after commencing work for that day, this time may be treated as billable work hours. Travel of more than 30 minutes in any one trip during the course of a standard work day is not to be treated as billable work hours, and the maximum allowable billable hours for each day shall be eight hours (a standard work day). Time spent travelling for work under an Official Order at the beginning and end of a work day does not constitute a reimbursable expense.
- 7.4 If requested by the Authorised Officer, the Contractor shall provide satisfactory evidence to substantiate any specified claim for reimbursement prior to any payment of the related claim.
- 7.5 Travelling Allowance Rates provided to the Contractor under the Deed have been supplied to the Department of Defence under licence by the Department of Education, Employment and Workplace Relations for Defence Purposes only. The Travelling Allowance Rates are to be used only for the payment of allowances or for budgeting purposes. The Contractor shall not make public or disclose the Travelling Allowance Rates to other agencies, organisations or individuals without the prior written consent of the Department of Defence. This clause shall survive the expiration or termination of the Deed or any Contract and shall apply regardless of whether the Travelling Allowance Rates are or become public knowledge.

ATTACHMENT H

EXECUTION (CORE)

SIGNED AS AN AGREEMENT

SIGNED for and on behalf of

THE COMMONWEALTH OF AUSTRALIA:

(signature)

(print name and position)

(date)

In the presence of:

(signature)

(print name)

(date)

ATTACHMENT I

**OFFICIAL ORDER
FOR
SERVICE CATEGORY 7**

The Official Order, once executed by the Commonwealth and delivered in accordance with the [...INSERT STANDING OFFER NAME AND NUMBER...], will constitute acceptance by the Commonwealth of the Panel Member's offer to supply the Services specified in this Official Order.

The conditions in the [...INSERT STANDING OFFER NAME AND NUMBER...], this Official Order and any other documents expressly referred to in this Official Order as forming part of the Official Order, together constitute a Contract between the Commonwealth and the Contractor.

Purchase Order Number:	
Contract Start Date: [...INSERT DATE THE OFFICIAL ORDER WILL BE MADE UNDER CLAUSE 1.8 OF THE DEED...]	
Contract End Date:	
Contract Extension Options:	
Contract Representative: [...INSERT CONTRACT'S REPRESENTATIVE'S Name, PANEL MEMBER'S Name, A.B.N/A.C.N and A.R.B.N (if applicable), ROMAN Vendor Number, Physical and Postal Address, Phone and Fax numbers...]	
Authorised Officer: [...INSERT AUTHORISED OFFICER'S NAME, PHYSICAL AND POSTAL ADDRESS, PHONE, EMAIL ADDRESS AND FAX NUMBERS...]	

Note to tenderers: The Official Order will consist of an amalgamation of this Attachment and the successful tenderer's Quotation.

Note to drafters: This Attachment provides example clauses only for writing a Statement of Work. Guidance on these issues can be found in the Handbook to ASDEFCON (Standing Offer for Services) or by contacting the Contracting Help Desk.

1. **INTRODUCTION (CORE)**
 - 1.1 [...INSERT SUMMARY OF REQUIREMENT...]
 - 1.2 [...INSERT BACKGROUND TO REQUIREMENT...]
2. **STATEMENT OF WORK (CORE)**

Note to drafters: There should be nothing in the Statement of Work that is not covered or could not be covered by the requirements of the standing offer as set out by the tenderer in Annexes F to M of the conditions of tender. It is usual to either set a services Contract up so that the Contractor is conducting the work in phases, or else is performing specific duties. There are many different ways to draft your SOW to these separate needs. Detailed below are two examples of drafting SOWs to reflect this need. Please note the following example assumes that there is no right for the Commonwealth to terminate the contract at the completion of each phase.

ATTACHMENT I

Option A: For when a Contractor is performing a specific job (produce a report etc) you may choose to use clauses similar to the following:

2.1 The Contractor shall undertake the work in the following phases:

- a. Phase 1: [...INSERT DETAILS...];
- b. Phase 2: [...INSERT DETAILS...];
- c. Phase 3: [...INSERT DETAILS...]; etc

2.2 Phase 1: [...INSERT DETAILS OF PHASE/NAME...]

- a. The Contractor shall.....
- b. The Contractor shall.....

2.3 Phase 2: [...INSERT DETAILS OF THE PHASE/NAME...]

- a. The Contractor shall.....
- b. The Contractor shall.....

Option B: For when a Contractor is not performing a specific discrete task, you may choose to use clauses similar to the following:

2.4 The Contractor shall:

- a. [...INSERT DETAILS AS APPROPRIATE...for example: shall provide general Project Management and ILS advice on THE PROJECT...]; and
- b. draft and staff documentation including:
 - (i) [...INSERT DETAILS AS APPROPRIATE...for example: ILS Plans AND/OR TRANSITION PLANS.

3. DELIVERABLES (CORE)

Option A: For when a Contractor is performing a specific task (produce a report etc) you may choose to use clauses similar to the following:

3.1 The Contractor shall provide [...INSERT NUMBER...] hard copies and [...INSERT NUMBER...] soft copies of the deliverables in accordance with the schedule detailed below:

No.	Deliverable	Location	SOW Ref	Delivery Date
1				
2				
3				

3.2 The Contractor shall provide the deliverables in the following format

- a. Soft copies: [...INSERT FORMAT...]; and
- b. Hard copies: [...INSERT FORMAT...].

ATTACHMENT I

Option B: For when a Contractor is not performing a specific discrete task you may choose to use clauses similar to the following:

Note to drafters: Care must be exercised here when specifying tasks to minimise the risk of the Contractor being deemed to be an employee of the Commonwealth. If necessary, drafters should consult the DPPM or seek assistance from the Contracting Help Desk.

- 3.3 [...DESCRIBE THE SERVICES. For example: the Contractor shall provide deliverables on an ongoing basis as directed by the Authorised Officer...]

4. KEY PERSON (CORE)

- 4.1 The Key Persons identified for the performance of the Contract are:

Name	Task Title/ Duties	Skill Set	Level

Option: For when Key Persons will not be required to work over the Christmas / New Years stand-down period.

Note to Drafters: Depending on the nature of the Services to be provided, it may be necessary to avoid situations where the Contractor is working without access to guidance or management from APS/ADF personnel during the Christmas/New Year stand-down period. This may be especially important if Commonwealth employee input or supervision is required for the Services to be satisfactory completed.

- 4.2 Key Persons will not be required to work over the Christmas/New Year stand-down period scheduled from [...INSERT DATE...] to [...INSERT DATE...].

5. GOVERNMENT FURNISHED MATERIAL (OPTIONAL)

Note to drafters: In this instance, GFM includes items such as work areas.

- 5.1 The Commonwealth shall provide the following GFM to the Contractor at the times and places detailed below:

Item	Date Required	Location Required

6. BASIS OF PAYMENT (CORE)

Option A: For when the Contractor will be paid at the conclusion of the task.

- 6.1 Subject to clause 5 of the Conditions of Deed, the Contract Price is (...INSERT DOLLAR AMOUNT PRIOR TO CONTRACT SIGNATURE...), and is payable upon delivery of the final deliverable and completion of the Services. The Contractor may submit a claim for payment of the Contract Price upon delivery of the final deliverable and completion of the Services.

ATTACHMENT I

Option B: For when the Contractor will be paid on completion of agreed milestones

Note to drafters: milestone details should align with the phases in the SOW.

- 6.2 Subject to clause 5 of the Conditions of Deed, the Contract Price is (...INSERT DOLLAR AMOUNT PRIOR TO CONTRACT SIGNATURE...), and is payable in the following instalments:
- a. [...INSERT DOLLAR AMOUNT PRIOR TO CONTRACT SIGNATURE...] upon completion of [...INSERT MILESTONE DETAILS...]; and
 - b. [...INSERT DOLLAR AMOUNT PRIOR TO CONTRACT SIGNATURE...] upon completion of [...INSERT MILESTONE DETAILS...].
- 6.3 The Contractor may submit a claim for payment of each instalment following completion of the relevant milestone.

Option C: For when the Contractor will be paid monthly in arrears based on pre-agreed rates that apply to defined labour categories and the Services are to be delivered within an agreed maximum (i.e. not to be exceeded) Contract Price.

- 6.4 Subject to clause 5 of the Conditions of Deed, the Contract Price shall be payable progressively, monthly in arrears. The progressive payments shall be calculated as a factor of the Labour Rates defined in the following table, the allowable hours expended on the task and any reimbursable expenses as defined in clause 7 in this Official Order:

Level	Estimated Allowable Days	Daily Rates (GST Inclusive)

- 6.5 The Contractor may submit a claim for payment of each progress payment following the last Working Day of the relevant month.
- 6.6 Notwithstanding clause 6.4 above, and subject to clause 8.3 of the Conditions of Deed, the Contractor shall provide the Services for a Contract Price which shall not exceed (...INSERT DOLLAR AMOUNT PRIOR TO CONTRACT SIGNATURE...).

7. REIMBURSABLE EXPENSES (CORE)

Note to drafters: Drafters should choose one of the following clauses. Information on Travelling Allowances is contained within Departmental Personnel Instruction No 2/2009 Rates for Payment of Travel Costs - June 2009 Adjustments.

Option A: For when no expenses will be reimbursed.

- 7.1 No expenses shall be reimbursable under the Contract.

ATTACHMENT I

Option B: For when the Commonwealth will reimburse specified expenses.

- 7.2 The following expenses shall be reimbursed to the Contractor under the Contract:
- a. If the Commonwealth has provided its prior consent, the Contractor shall be entitled to reimbursement for travel, accommodation and living expenses up to the Defence Travelling Allowance rates which have been adjusted to include an element for GST. All claims for such reimbursements shall be submitted on a valid tax invoice showing the GST exclusive price, with GST then being charged on the total amount. The total GST inclusive claim for such reimbursement shall not exceed that of the total allowable Defence Travelling Allowances. As an alternative to reimbursement of such expenses, and at the discretion of the Commonwealth, the Commonwealth may undertake to arrange travel and accommodation required by the Contractor for the purposes of the Contract. The Contractor shall promptly supply all necessary information required by the Commonwealth to make these arrangements.
 - b. (...INSERT OTHER REIMBURSABLE EXPENSES PRIOR TO CONTRACT SIGNATURE...).
- 7.3 If, under an Official Order, the Contractor is required to travel for less than 30 minutes in any one trip after commencing work for that day, this time may be treated as billable work hours. Travel of more than 30 minutes in any one trip during the course of a standard work day is not to be treated as billable work hours, and the maximum allowable billable hours for each day shall be eight hours (a standard work day). Time spent travelling for work under an Official Order at the beginning and end of a work day does not constitute a reimbursable expense.
- 7.4 If requested by the Authorised Officer, the Contractor shall provide satisfactory evidence to substantiate any specified claim for reimbursement prior to any payment of the related claim.
- 7.5 Travelling Allowance Rates provided to the Contractor under the Deed have been supplied to the Department of Defence under licence by the Department of Education, Employment and Workplace Relations for Defence Purposes only. The Travelling Allowance Rates are to be used only for the payment of allowances or for budgeting purposes. The Contractor shall not make public or disclose the Travelling Allowance Rates to other agencies, organisations or individuals without the prior written consent of the Department of Defence. This clause shall survive the expiration or termination of the Deed or any Contract and shall apply regardless of whether the Travelling Allowance Rates are or become public knowledge.

ATTACHMENT I

EXECUTION (CORE)

SIGNED AS AN AGREEMENT

SIGNED for and on behalf of

THE COMMONWEALTH OF AUSTRALIA:

(signature) (print name and position) (date)

In the presence of:

(signature) (print name) (date)

ATTACHMENT J

DEED OF INCLUSION

Parties

New Customer

Name [Insert]

ABN [Insert]

Address [Insert]

Telephone [Insert]

Fax [Insert]

Email [Insert]

Customer's

Representative

[Insert]

Panel Member

Name [Insert]

ABN/ACN/ARBN [Insert]

Address [Insert]

Telephone [Insert]

Fax [Insert]

Email [Insert]

Panel Member's

Representative [Insert]

Recitals

A - By the Defence Professional Services Standing Offer Panel Deed, dated [insert], the Department of Defence (**Lead Customer**), as the authorised contracting authority, appointed the Panel Member to provide the Services to the Lead Customer.

B - The Defence Professional Services Standing Offer Panel Deed [Insert Standing Offer Number] enables other specified departments or agencies of the Commonwealth to enter into a deed of standing offer on the same terms as the Defence Professional Services Standing Offer Panel Deed for the purpose of enabling those departments or agencies of the Commonwealth to receive Services from the Panel Member by executing a deed in the form of this Deed of Inclusion.

C - The New Customer wishes to acquire and the Panel Member has agreed to supply such Services from the Panel Member as it requires from time to time in accordance with the terms of the Defence Professional Services Standing Offer Panel Deed and this Deed of Inclusion.

1 Notice of Inclusion

The parties agree that, in accordance with clause 8.14 of the Defence Professional Services Standing Offer Panel Deed, this Deed of Inclusion creates an agreement between the New Customer and the Panel Member that incorporates:

- (a) all terms of the Defence Professional Services Standing Offer Panel Deed other than those schedules that are specific to the Lead Customer as if those provisions were set out in full in this Deed of Inclusion; and
- (b) the Specific Customer Requirements set out in this Deed of Inclusion.

2 New Customer's Representative

ATTACHMENT J

The Customer's Representative is the person for the time-being holding, occupying or performing the duties of [insert details of position]

3 Specified Personnel

[Insert name and title of Specified Personnel]

4 Confidential Information of the Panel Member

Item Period of Confidentiality

[Insert relevant items]

5 New Customer's Address for Notices Physical address

Postal address

Email

Facsimile

6 Panel Member's Address for Notices

Physical address [Insert]

Postal address [Insert]

Email [Insert]

Facsimile [Insert]

7 Issuing Orders

#Option 1# There are no Specific Customer Requirements relating to issuing Orders.

#Option 2# [Insert New Customer specific requirements]

8 Invoices

#Option 1# There are no Specific Customer Requirements in relation to invoicing.

#Option 2# [Insert New Customer specific invoicing and/or payment requirements]

9 Payments

#Option 1# There are no Specific New Customer Requirements in relation to payments.

#Option 2# [Insert New Customer specific payment requirements]

10 Reporting requirements

#Option 1# There are no Specific Customer Requirements in relation to reporting.

#Option 2# [Insert New Customer specific reporting requirements]

11 Performance measurement

#Option 1# There are no specified performance measurement methods.

#Option 2# [Insert New Customer specific performance measurement requirements]

12 Security requirements

#Option 1# There are no Specific Customer Requirements in relation to security.

#Option 2# [Insert New Customer specific fee requirements]

ATTACHMENT J

Deed of Inclusion Signing Page

Executed as a deed

Dated:

New Customer

SIGNED, SEALED AND DELIVERED by

..... *[INSERT INDIVIDUAL'S NAME IN UPPERCASE]*

..... *[INSERT INDIVIDUAL'S POSITION TITLE IN UPPERCASE]*

..... *[INSERT SIGNATURE OF INDIVIDUAL AND DATE]*

who is authorised to execute this deed on behalf of the Commonwealth of Australia represented by

..... *[INSERT NAME OF NEW CUSTOMER IN UPPERCASE]*

in the presence of:

..... *[INSERT WITNESS'S NAME IN UPPERCASE]*

..... *[INSERT WITNESS'S POSITION TITLE IN UPPERCASE]*

..... *[INSERT SIGNATURE OF WITNESS AND DATE]*

Panel Member

EXECUTED by

..... *[INSERT PANEL MEMBER'S NAME IN UPPERCASE]*

in accordance with section 127(1) of the Corporations Act 2001 (Cwlth) by authority of its directors:

..... *[INSERT NAME OF DIRECTOR/COMPANY SECRETARY* IN UPPERCASE]*

..... *[INSERT POSITION TITLE IN UPPERCASE IE DIRECTOR OR COMPANY SECRETARY]*

..... *[INSERT SIGNATURE OF DIRECTOR/COMPANY SECRETARY* AND DATE]*

*delete whichever is not applicable

ATTACHMENT K

NON-DISCLOSURE AGREEMENT (Employee)

TO: The **COMMONWEALTH OF AUSTRALIA** ("the Commonwealth"); and

[...INSERT PANEL MEMBER NAME...] ("the Panel Member")

FROM: [...INSERT THE EMPLOYEE's NAME...] ("the Promisor")

WHEREAS the Panel Member has entered into an Agreement with the Commonwealth under which proprietary and confidential information relating to [...INSERT A DESCRIPTION OF THE REQUIREMENT...] is to be disclosed to the Panel Member ("Confidential Information"). The Promisor may be given access to Confidential Information, and in consideration undertakes as follows:

1. I will treat all Confidential Information as proprietary and confidential and will not directly or indirectly disclose, or allow to be disclosed, such Confidential Information to anyone other than the Commonwealth or any other persons authorised in writing by the Commonwealth to receive Confidential Information.
2. I will not use Confidential Information other than for the purposes for which it is disclosed to me.
3. I will deliver to the Commonwealth or the Panel Member all Confidential Information in a recorded form (including any copies) which are in my possession or control, in the event of expiration or termination of my employment with the Panel Member.
4. I will not acquire, or purport to acquire, any rights in the Confidential Information.
5. The obligations in the preceding clauses do not apply to information which:
 - (i) is already in the public domain or which becomes part of the public domain otherwise than through unauthorised disclosure by the Promisor;
 - (ii) is authorised or required by law to be disclosed;
 - (iii) the Promisor can prove was in its lawful possession prior to disclosure to it by the Commonwealth or the Panel Member and which was not acquired directly or indirectly from the Commonwealth or the Panel Member under an obligation of confidentiality; or
 - (iv) is lawfully and bona fide obtained by the Promisor from a third party who, to the knowledge and reasonable belief of the Promisor, did not receive the information directly or indirectly from the Commonwealth or the Licensee under an obligation of confidentiality.
6. I acknowledge the right of the Commonwealth or the Panel Member or both to take action against me in the event that I breach this undertaking
7. The obligation of confidence under this undertaking is in addition to any obligations of confidence arising at common law or equity.

IN WITNESS WHEREOF I have executed this Undertaking on the date below:

Signature of Promisor

Name and Title of Promisor

Date of Signature

Signature of Witness

Name and Title of Witness

ATTACHMENT K

NON-DISCLOSURE AGREEMENT (Panel Member)

TO: the **COMMONWEALTH OF AUSTRALIA** ("the Commonwealth");

FROM: [...INSERT PANEL MEMBER NAME...] ("the Panel Member")

WHEREAS the Panel Member has entered into an Agreement with the Commonwealth under which proprietary and confidential information relating to [...INSERT A DESCRIPTION OF THE REQUIREMENT...] is to be disclosed to the Panel Member ("Confidential Information"). The Panel Member having been given access to Confidential Information shall in consideration undertake as follows:

1. The Panel Member shall take all reasonable measures to ensure that the purposes and intent of this Undertaking are observed and that their officers, employees and agents are aware of the requirements of this Undertaking.
2. The Panel Member will treat all Confidential Information as proprietary and confidential and will not directly or indirectly disclose, or allow to be disclosed, such Confidential Information to anyone other than the Commonwealth or any other persons authorised in writing by the Commonwealth to receive Confidential Information.
3. The Panel Member will not use Confidential Information other than for the purposes for which it is disclosed to it.
4. The Panel Member will deliver to the Commonwealth all Confidential Information in a recorded form (including any copies) which is in its possession or control, in the event of expiration or termination of the Contract.
5. The Panel Member will not acquire, or purport to acquire, any rights in the Confidential Information.
6. The obligations in the preceding clauses do not apply to information which:
 - a. is already in the public domain or which becomes part of the public domain otherwise than through unauthorised disclosure by the Panel Member;
 - b. is authorised or required by law to be disclosed;
 - c. the Panel Member can prove was in its lawful possession prior to disclosure to it by the Commonwealth and which was not acquired directly or indirectly from the Commonwealth under an obligation of confidentiality; or
 - d. is lawfully and bona fide obtained by the Panel Member from a third party who, to the knowledge and reasonable belief of the Panel Member, did not receive the information directly or indirectly from the Commonwealth or the Licensee under an obligation of confidentiality.
7. The Panel Member acknowledges the right of the Commonwealth to take action against it in the event that the Panel Member breaches this undertaking.
8. The obligation of confidence under this Undertaking is in addition to any obligations of confidence arising at common law or equity.

IN WITNESS WHEREOF the Panel Member has executed this Undertaking on the date below:

Signature of authorised Panel Member Representative.....

Name and Title of authorised Panel Member Representative.....

Date of Signatureday of.....

Signature of Witness

Name and Title of Witness

ATTACHMENT L

COMMERCIAL-IN-CONFIDENCE INFORMATION

Clause number	Title of clause	Reason for classification	Party for whom the information is Commercial-in-Confidence
Attachment C	Schedule of Rates	Contains details about commercially sensitive pricing information including profit margins and the underlying price basis.	Panel Member

ATTACHMENT M
INTELLECTUAL PROPERTY SCHEDULE

BACKGROUND IP (PANEL MEMBER)

THIRD PARTY IP

FOREGROUND IP

ATTACHMENT N

GLOSSARY

1. ACRONYMS AND ABBREVIATIONS

Abbreviation	Description
A.B.N.	Australian Business Number
ACM	Asbestos Containing Material
A.C.N.	Australian Company Number
ADF	Australian Defence Force
AIC	Australian Industry Capability
AGEST	Australian Government Employees Superannuation Trust
A.R.B.N	Australian Registered Business Number
ATO	Australian Taxation Office
DEEWR	Department of Education, Employment and Workplace Relations
PMMCA	Panel Member Managed Commonwealth Assets
COMSEC	Communications Security
CPRs	Commonwealth Procurement Rules
DI(G)	Defence Instruction (General)
DMO	Defence Materiel Organisation
DPPM	Defence Procurement Policy Manual
DSD	Defence Signals Directorate
DSM	Defence Security Manual
GST	Goods and Services Tax
GFM	Government Furnished Material
ILS	Integrated Logistics Support
IOP	Australian Government Indigenous Opportunities Policy
IP	Intellectual Property
ISO	International Standards Organisation
LIA	Local Industry Activity
MPP	Mandatory Procurement Procedure
RFT	Request for Tender
SDS	Safety Data Sheet
SOS	Scope of Services
SOW	Statement of Work
TD	Technical Data

2. DEFINITIONS

Term	Definition
Adjustment	means the process by which Schedule of Rates are revised in accordance with clause 5.7 of the Deed and Attachment O.
Adjustment Date	means the date of each anniversary of the expiry of the initial standing offer deed period of 3 years.

ATTACHMENT N

Term	Definition
Agency	for clause 9.7 of the Conditions of Deed, has the same meaning as in the <i>Privacy Act 1988</i> .
Asbestos Containing Material or ACM	has the meaning given in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth).
ATO	means the Australian Taxation Office or any other Commonwealth government agency responsible for the collection of GST.
Attachment	means an attachment to the Conditions of Deed listed in the table of contents.
Australian Government Agency	means entity that reports under the <i>Financial Management and Accountability Act 1997</i> .
Authorisations	means a licence, accreditation, permit, registration, regulatory approval or other documented authority (however described), required by law and necessary for the provision of Services.
Authorised Officer	means any person nominated in accordance with clause 2.3 of the Conditions of Deed, or, if no Authorised Officer has been nominated, means the Commonwealth Representative.
Background IP	means IP, other than Third Party IP, that: <ul style="list-style-type: none"> a. is in existence at the Effective Date or is subsequently brought into existence other than as a result of the performance of the Deed or a Contract; and b. is embodied in, or attaches to, the Services, or is otherwise necessarily related to the functioning or operation of the Services.
Base Date	means 15 th July 2013
Commencement Date	means 3 February 2014.
Commercial-In-Confidence Information	means information (whether or not owned by the Commonwealth) that: <ul style="list-style-type: none"> a. is by its nature confidential; or b. the receiving party knows or ought to know is confidential; but does not include information which: <ul style="list-style-type: none"> a. is or becomes public knowledge other than by breach of the Deed or a Contract; b. is in the possession of a party without restriction in relation to disclosure before the date of receipt; or c. has been independently developed or acquired by the receiving party.
Commonwealth	means the Department of Defence, the DMO and the ADF
Commonwealth Personnel	means an employee of an Australian Government Agency.
Commonwealth Premises	means any of the following that is owned or occupied by the Commonwealth: <ul style="list-style-type: none"> a. an area of land or any other place (whether or not it is enclosed or built on); b. a building or other structure; or c. a vehicle, vessel or aircraft.
Commonwealth Representative	means the person nominated in accordance with clause 2.1 of the Conditions of Deed.
Contract	means the enforceable contract that is created when an Official Order is placed under the Deed.

ATTACHMENT N

Term	Definition
Contract Representative	means the person nominated in accordance with clause 2.5 of the Conditions of Deed.
Contract Price	means the amount payable by the Commonwealth under a Contract made pursuant to the Deed..
Daily Rate	means the rate to be charged for working an 8.0 hour day.
Day	means a calendar day.
Day of work	means an 8.0 hour work day.
Deed	means the Deed between the Commonwealth and a Panel Member for the provision of Professional Services. The Deed includes the Conditions of Deed, its Attachments and any other document expressly incorporated as part of the Deed.
Defence	means the Department of Defence or the Australian Defence Force.
Defence Personnel	means an employee of the Department of Defence or a member of the Australian Defence Force (whether of the Permanent Forces or Reserves as defined in the <i>Defence Act 1903</i> (Cth)) and the equivalents from other organisations on exchange to Defence.
Defence Purposes	means any purpose within the power of the Commonwealth with respect to the defence of the Commonwealth and includes purposes that are necessary or incidental to that purpose.
Department of Defence	Includes the ADF and the DMO
Document	Includes: a. any paper or other materials on which there are writing, marks, figures, symbols or perforations having meaning for persons qualified to interpret them; and b. any article or material from which sound, images, or writings are capable of being reproduced with or without the aid of any other article or device.
Effective Date	means the date on which the Deed is signed by the parties, or if signed on separate days, the date of the last signature.
Element	means a sub-component of a Service Category.
Foreground IP	means IP which is created under or otherwise in connection with the Deed or a Contract, other than Third Party IP.
Government Furnished Material	means the material to be provided to the Panel Member under the Contract and which is listed in the Official Order.
GST	has the same meaning given under the GST Act.
GST Act	means <i>A New Tax System (Goods and Services Tax) Act 1999</i> and associated taxation legislation. The expressions "adjustment note", "taxable supply" "taxable importation" and "tax invoice" have the meanings given to those expressions in the GST Act.
Intellectual Property	means all copyright and all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered and unregistered designs, confidential information and circuit layouts, and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world.
ITES Plan	Means the Indigenous Training, Employment and Supplier Plan required under the IOP Guidelines.
Key Persons	means the personnel specified in an Official Order as personnel required to undertake the Services or part of the work constituting the Services.

ATTACHMENT N

Term	Definition
Labour Category	means the work roles titled Practitioner, Senior Practitioner, Principal Practitioner, Executive Practitioner and Pre-Eminent Specialist that encompass particular Skill Level Standards and which a Panel Member's staff may be engaged to perform in the delivery of services under Service Categories 1-5.
Labour Rates	means the rates set out in Attachment C.
Lead Customer	means the Department of Defence.
Month	means a calendar month.
Moral Rights	means: <ul style="list-style-type: none"> a. a right of attribution of authorship b. a right not to have authorship falsely attributed; or c. a right of integrity of authorship.
New Customer	means Australian Government Agency, other than the Department of Defence, that has executed a Deed of Inclusion with the Panel Member.
Notifiable Incident	has the meaning given in sections 35 to 37 of the <i>Work Health and Safety Act 2011</i> (Cth).
Official Order	means the document to be used by the Commonwealth in the form set out in Attachment H for Service Categories 1-6 and Attachment I for Service Category 7, or any other format deemed appropriate by the Commonwealth, by which the Commonwealth places an order for Services and enters into a Contract with the Panel Member.
Ozone Depleting Substances	means any substance identified as having ozone depleting potential in the <i>Ozone Protection and Synthetic Greenhouse Gas Management Act 1989</i> or any regulations made under that Act.
Panel	means a panel of suppliers (Panel Members) established by the Commonwealth who may be contracted by the Commonwealth to provide Services of the kind set out in the Deed.
Panel Manager	means the person/s nominated in accordance with clause 2.2 of the Conditions of Deed.
Panel Member	means a supplier that has signed a Deed with the Commonwealth to become a member of the Defence Professional Services Standing Offer Panel (the Panel) and is endorsed to provide one or more of the Service Categories listed in Annexes A-G to the Scope of Services and (as applicable) the Labour Categories listed in Annexes H-K of the Scope of Services. Reference to Panel Member also refers to the Panel Member's officers, employees, agents or subcontractors.
Panel Member Managed Commonwealth Assets	means any item of goods owned by the Commonwealth in the care, custody or control of the Panel Member, its officers, employees, agents or subcontractors and may include, but is not limited to, GFM, assets stored as spares, assets under repair, or assets loaned to the Panel Member.
Panel Member Representative	means the person nominated in accordance with clause 2.4 of the Conditions of Deed.
Personal Information	has the same meaning as in the <i>Privacy Act 1998</i> .

ATTACHMENT N

Term	Definition
Problematic Substance	means: <ol style="list-style-type: none"> any substance identified as having ozone depleting potential, or any gas identified as a Synthetic Greenhouse Gas, in the <i>Ozone Protection and Synthetic Greenhouse Gas Management Act 1989</i> (Cth) or any regulations made under that Act; any dangerous goods as defined in the <i>Australian Code for the Transport of Dangerous Goods by Road and Rail</i> (extant edition and as amended); or any hazardous chemicals as defined in subregulation 5(1) of the <i>Work Health and Safety Regulations 2011</i> (Cth).
Quotation	means the Panel Member's response to any Request for Quotation and Tasking Statements issued under clause 1.8.
Region with a Significant Indigenous Population	has the meaning given in the IOP Guidelines.
Related Body Corporate	has the meaning given by section 9 of the <i>Corporations Act 2001</i> .
Request for Quotation and Tasking Statement	means the form provided to the Panel Member in accordance with clause 1.8 and attached at Attachment D for Service Categories 1-6 and Attachment E for Service Category 7 or any other form deemed appropriate by the Commonwealth.
Scope of Services	means the description of the Services at Attachment A.
Service Category	means a category of services, comprising of Elements, provided under the Defence Professional Services Standing Offer Panel that a Panel Member is endorsed to supply. There are seven Service Categories, which are described in Annexes A-G to the Scope of Services.
Service Delivery Commencement Date	means the date from which the Panel Member is endorsed to supply a given Service Category to the Commonwealth.
Services	means the services and goods specified in the Deed at Attachment A and provided under the Contract, including documents, equipment, reports, Intellectual Property, Technical Data, plans, charts, drawings, calculations, tables, schedules, models, software, information and data stored by any means, that are: <ol style="list-style-type: none"> brought, or required to be brought into existence, as part of, or for the purposes of performing the Services; incorporated in, supplied, or required to be supplied along with the Services; or copied or derived from the material provided.
Skill Level Standard	means the qualifications, professional body recognition or certification, experience and responsibility levels that are required to be met for each Labour Category.
Small Business	means an enterprise that employs less than the full time equivalent of 20 persons. If the enterprise forms part of a group, this test is applied to the group as a whole.
Statement of Work	means the statement of work included within the Official Order (at Attachment H for Service Categories 1-6 and Attachment I for Service Category 7 or any other format deemed appropriate by the Commonwealth) and includes any specification referred to in the statement of work.

ATTACHMENT N

Term	Definition
Subcontractor	means any person, other than the Commonwealth, that, for the purposes of a Contract, furnishes goods or services to the Panel Member or indirectly to the Panel Member through another person; and "Subcontract" has a corresponding meaning.
Technical Data	means all technical know-how and information reduced to material form produced, acquired or used by the Panel Member or its Sub-contractors in relation to the Services and includes all data, databases, manuals, handbooks, designs, standards, specifications, reports, writings, models, sketches, plans, drawings, calculations, source code, software design data, test results, software and software updates and other items describing or providing information relating to the Services or their operations.
Tier	means a grouping of Labour Categories for Service Categories 1-4 that a Panel Member may be endorsed to supply. The tiers are as follows: Tier 1 comprises the Labour Categories of Practitioner, Senior Practitioner and Principal Practitioner; and Tier 2 comprises the Labour Categories of Principal Practitioner, Executive Practitioner and Pre-Eminent Specialist.
Term	means the period determined in accordance with clause 1.3.
Third Party IP	means that IP which is owned by a person other than the Commonwealth or the Panel Member and is embodied in the Services, or attached to the Services or is otherwise necessarily related to the functioning or operation of the Services, and is not limited to commercial off the shelf items.
WHS Legislation	means: <ul style="list-style-type: none"> a. the <i>Work Health and Safety Act 2011</i> (Cth) and the <i>Work Health and Safety Regulations 2011</i> (Cth); and b. any corresponding WHS law as defined in section 4 of the <i>Work Health and Safety Act 2011</i> (Cth).
Working Day	in relation to the doing of an action in a place means any day other than a Saturday, Sunday or public holiday in that place.

ATTACHMENT N

3. REFERENCED DOCUMENTS

Reference	Description
CPRs	<i>Commonwealth Procurement Rules</i>
DI(G) CIS 6-1-001	Appropriate and inappropriate use of Information and Communications Technology Resources
DI(G) LOG 4-3-014	Stocktaking of Defence assets
DI(G) PERS 35-3	Managing and Reporting of Unacceptable Behaviour
DPPM	Defence Procurement Policy Manual
DSM	Defence Security Manual
	<i>A New Tax System (Goods and Services Tax) Act 1999</i>
	<i>Auditor-General Act 1997</i>
	<i>Australian Code for the Transport of Dangerous Goods by Road and Rail, 7th edition</i>
	Australian Consumer Law (Schedule 2 to the <i>Competition and Consumer Act 2010</i>)
	<i>Australian Industry Capability Toolkit</i>
	<i>Criminal Code</i>
	<i>Defence and Industry Policy Statement</i>
	<i>Designs Act 2003</i>
	<i>Occupational Health and Safety (Commonwealth Employment) Act 1991</i>
	<i>Ozone Protection and Synthetic Greenhouse Gas Management Act 1989 (Cth)</i>
	<i>Privacy Act 1988</i>
	<i>Workplace Gender Equality Act 2012</i>
IOP Guidelines	Indigenous Opportunities Policy Guidelines, as amended from time to time. A copy of the IOP Guidelines is available from DEEWR's IOP website: http://www.deewr.gov.au/iop
WHS Act	<i>Work Health and Safety Act 2011 (Cth)</i>
WHS Regulations	<i>Work Health and Safety Regulations 2011 (Cth)</i>

ATTACHMENT O**ADJUSTMENT FORMULA****1. ADJUSTMENT**

- 1.1 The prices shall be subject to annual adjustment in accordance with the following formula:

$$AUP = EDP \times \frac{V}{V_0}$$

where:

AUP = Adjusted Price;

EDP = Price at Effective Date, as adjusted for changes to the Deed expressed in Base Date prices;

V = the index number for the September quarter preceding the quarter containing the applicable Adjustment Date; and

V₀ = the index number for the quarter containing the Base Date;

and

the index number to be used in the formula is the first published index number for the relevant quarter.

2. INDEX

- 2.1 The designated index shall be as follows:

Description of Index	Table	Group
ABS Index 6345.0 (Wage Price Index)	Table 1	Series A2713849C

ATTACHMENT H
OFFICIAL ORDER
FOR
SERVICE CATEGORIES 1-6

The Official Order, once executed by the Commonwealth and delivered in accordance with the Defence Professional Services Standing Offer Panel (SON2071251), will constitute acceptance by the Commonwealth of the Panel Member's offer to supply the Services specified in this Official Order.

The conditions in the Defence Professional Services Standing Offer Panel (SON2071251), this Official Order and any other documents expressly referred to in this Official Order as forming part of the Official Order, together constitute a Contract between the Commonwealth and the Contractor.

Purchase Order Number:	
Contract Start Date:	02 March 2015
Contract End Date:	31 December 2015
Contract Extension Options:	na
Contract Representative:	<div style="background-color: black; color: red; text-align: center;">FOI Act s. 47F</div> Effective People P/L 79 063 100 201 17 Trenerry Street, Weston, ACT <div style="background-color: black; color: red; text-align: center;">FOI Act s. 47F</div>
Authorised Officer:	<div style="background-color: black; color: red; text-align: center;">FOI Act s. 47F</div> NDIA 43-45 Brougham Street, Geelong, VIC 3220 GPO Box 700, Canberra, ACT 2601 <div style="background-color: black; color: red; text-align: center;">FOI Act s. 47F</div>

1. INTRODUCTION (CORE)

As part of the Annual Internal Audit Plan completed by Ernst and Young, an internal audit of the recruitment function at the NDIA was undertaken in December 2014 – January 2015 to examine NDIA's recruitment processes and controls, specifically supporting:

- Attraction and sourcing of candidates
- Candidate assessment and selection processes
- Successful candidate to employee conversion
- Employee pre-commencement and pre-on-boarding activities

Some of the key findings from the NDIA Recruitment Internal Audit, relevant to this SOW include:

- A lack of clarity of the recruitment operating model
- A lack of clarity of the formal recruitment process

ATTACHMENT H

- Significant delays occurring at key points in the recruitment process
- Key documents to support the recruitment process are incomplete and/or do not exist
- Inconsistency exists across the assessment and selection stages of the recruitment process

In response to these findings NDIA leadership are looking to embark on a number of strategic, operational and process improvement initiatives. In doing so, a gap in capacity and/or capability has been identified that requires external advisory services.

The NDIA Recruitment team is drastically under resourced to deliver the services required of the Agency, hence relies on the support of an external third party to provide transactional recruitment support.

2. STATEMENT OF WORK (CORE)

- | | |
|-------|--|
| 2.1 | The Contractor shall: |
| a. | Provide general recruitment support to the NDIA and in particular the NDIA Recruitment Team. |
| b. | This will include, but not be limited to: |
| i) | Initial Candidate Assessment / Shortlisting |
| ii) | Interview Scheduling |
| iii) | Scribing Support and Scheduling |
| iv) | Provision of Person with Disability on selection panels |
| v) | Referee Checks |
| vi) | Selection Report drafting |
| vii) | Candidate care and communication |
| viii) | Utilisation of online recruitment software |
| ix) | Ad hoc reporting on recruitment process |

ATTACHMENT H

3. DELIVERABLES (CORE)

- 3.1 The supplier shall provide deliverables as per the Statement of Work on an ongoing basis within the contracted period as reasonably requested by the Authorised Officer

4. KEY PERSON (CORE)

- 4.1 The Key Persons identified for the performance of the Contract are:

Name	Task Title/ Duties	Labour Category (if applicable)
FOI Act s. 47F	Program Manager – Effective People	
	Group Manager, Recruitment Services	
	Scribing Services Manager	
	Recruitment, NDIA	
	Recruitment, NDIA	
	Recruitment, NDIA	

- 4.2 Key Persons will not be required to work over the Christmas/New Year stand-down period scheduled from 24/12/2015 to 31/12/2015

5. BASIS OF PAYMENT

FOI Act s. 47G

ATTACHMENT H

6. REIMBURSABLE EXPENSES (CORE)

6.1	No expenses shall be reimbursable under the Contract.
-----	---

ATTACHMENT H

EXECUTION

SIGNED AS AN AGREEMENT

SIGNED for and on behalf of

THE COMMONWEALTH OF AUSTRALIA:

FOI Act s.
47F

Mark Sweeney

29 April 2015

Branch Manager – People
and Culture

In the presence of:

FOI Act s. 47F

(signature)

FOI Act s. 47F

29 April 2015