

but does not include information which:

- (v) is or becomes public knowledge other than by breach of the Deed, a Contract or any confidentiality obligation; or
- (vi) is in the possession of a Party without restriction in relation to disclosure before the date of receipt.

21.2 Confidential Information

- (a) Where in connection with the Deed or a Contract, Confidential Information is provided or produced, the relevant Party must ensure that any person receiving or producing the information protects the confidential nature of the information, except:
 - (i) where disclosure of the information is required by Law or statutory or portfolio duties, including:
 - (A) disclosure by the AFP to the responsible Minister;
 - (B) disclosure by the AFP in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia; or
 - (C) shared by the AFP within the AFP, or with another agency, where this serves the Commonwealth's legitimate interests; or
 - (ii) to the extent that the AFP would be prevented from exercising any of its Intellectual Property Rights under the Deed or a Contract.
- (b) Where a Party wishes to disclose Confidential Information to a third party, other than a legal adviser or other professional adviser who is under a duty of confidence, or for a purpose within an exception listed in **clause 21.2(a)**, the Party wishing to make the disclosure must obtain the written consent of the other Party to the Deed or a Contract.
- (c) The Parties agree that the parts of the Deed listed in **Schedule 14 (Confidential Information)** are Confidential Information for the relevant Party.
- (d) The Parties agree that any provisions of a Contract, and that are Confidential Information to a Party at the time the Contract is created, must be listed in an attachment to the Contract in the form of **Schedule 14 (Confidential Information)**.
- (e) The AFP may at any time require the Contractor to arrange for Contractor Personnel engaged in the performance of the Deed or a Contract to execute a Deed of Confidentiality substantially in the form appearing in **Schedule 7 (Deed of Confidentiality)** relating to the non-disclosure of AFP's Confidential Information and the Contractor must arrange for all such Deeds to be executed promptly.
- (f) The Contractor agrees to deliver to the AFP, or delete, as required by the AFP, all documents in its possession, power and control which contain or relate to any information that is Confidential Information of the AFP on the earlier of:
 - (i) demand by AFP; or
 - (ii) the time the documents and other Material are no longer required for the purposes of the Deed or any Contract; or
 - (iii) termination of the Deed and any Contract in accordance with **clause 32 or clause 34**.

47E(d) & 47G(1)(a)

22. PRIVACY

22.1 Protection of Personal Information

(a) The Contractor must:

- (i) only use Personal Information obtained during the course of providing the Services for the purposes of the Deed or a Contract;
- (ii) take all reasonable measures to ensure that Personal Information in its possession or control in connection with the Deed or a Contract is protected against loss and unauthorised access, use, modification or disclosure;
- (iii) comply with the Information Privacy Principles contained in the *Privacy Act 1988* to the extent that those principles apply to the types of activities the Contractor is undertaking under the Deed or a Contract, as if it were an agency as defined in the *Privacy Act 1988* (Cth);
- (iv) cooperate with any reasonable demands or inquiries made by the AFP Representative or an AFP Contract Manager on the basis of the exercise of the functions of the Privacy Commissioner under the *Privacy Act 1988* including a request from the AFP Representative or an AFP Contract Manager to comply with a guideline concerning the handling of personal information;
- (v) ensure that any person who has an access level which would enable that person to obtain access to any Personal Information is made aware of, and undertakes in writing, to observe the Information Privacy Principles referred to in this **clause 22.1**;
- (vi) comply in so far as is practicable with any policy guidelines laid down by the AFP or issued by the Privacy Commissioner from time to time relating to the handling of personal information; and

- (vii) ensure that any Contractor Personnel who are required to deal with Personal Information for the purposes of the Deed or a Contract, are made aware of the obligations of the Contractor as set out in this **clause 22.1** and enters into the deeds at **Schedule 7 (Deed of Confidentiality)**.
- (b) The Contractor must promptly notify the AFP where:
 - (i) it becomes aware of a breach or possible breach of any of the obligations contained in, or referred to, in this **clause 22.1**, whether by the Contractor or Contractor Personnel;
 - (ii) it becomes aware that a disclosure of Personal Information may be required by Law; or
 - (iii) it is approached by the Australian Information Commissioner or Privacy Commissioner, or by any individual to whom any Personal Information relates.
- (c) The Contractor must ensure that any Subcontract entered into for the purposes of fulfilling its obligations under the Deed or a Contract, contains provisions to ensure that the Subcontractor has the same awareness and obligations as the Contractor has under this **clause 22.1**, including the requirement in relation to Subcontracts.

22.2 Obligations not to Restrict Application of Privacy Act

- (a) The Contractor's obligations in this **clause 22** are in addition to, and do not restrict, any obligations it may have under the *Privacy Act 1988* (Cth) or any privacy codes or privacy principles contained in, authorised by or registered under any Law including any such privacy codes or principles that would apply to the Contractor but for the application of the other provisions of this **clause 22**.

23. GENERAL INTELLECTUAL PROPERTY RIGHTS

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23.2 AFP Material

- (a) The AFP grants to the Contractor:
 - (i) a fully paid-up, revocable, non-exclusive, royalty-free, non-transferable licence, to use, reproduce, maintain, support and modify AFP Material in Australia solely for the purpose of providing the Services; and
 - (ii) the right to grant a sub-licence to Approved Subcontractors on the same terms as **clause 23.2(a)(i)** for the sole purpose of providing the Services.
- (b) The licence granted by the AFP to the Contractor under **clause 23.2(a)** will terminate:
 - (i) in respect of a particular item of AFP Material, if that item ceases to be used for the sole purpose of providing the Services; and
 - (ii) in total, on termination or expiry of the Deed and all Contracts.

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23.5 Further action

- (a) The Parties will execute any such documents or instruments, and do all other things necessary in order to vest formally the Intellectual Property Rights and grant the licences as provided in this **clause 23, clause 10.11 and clause 13**.
- (b) Before granting a sub-licence of New Material to any third party (which for avoidance of doubt includes contractors and outsource suppliers of the AFP who are not AFP Appointees) the AFP must provide to the Contractor a deed of confidentiality in the form of the deed appearing at **Schedule 19 (Non-Disclosure Agreement)** signed by the AFP and that third party.

23.6 Protection of rights

- (a) The Contractor must not, at any time, do anything or cause anything to be done which would prejudice the AFP's right, title and interest in the AFP's Intellectual Property Rights.

23.7 Warranty

- (a) The Contractor warrants that:
 - (i) the Warranted Materials and the AFP's use of those Warranted Materials, will not infringe the Intellectual Property Rights of any person; and
 - (ii) it has the necessary rights to vest the Intellectual Property Rights and grant the licences as provided in this **clause 23**, **clause 10.11** and **clause 13**.

23.8 Intellectual Property Rights Infringement

- (a) If all or any part of the Services or Warranted Materials (**Infringing Item**) becomes, or in the AFP's reasonable opinion is likely to become, the subject of an Intellectual Property Rights infringement Claim, the Contractor must, in addition to the indemnity under **clause 27.1** and **clause 27.3** and to any other rights that the AFP may have against the Contractor, promptly, at the Contractor's expense:
 - (i) use its best efforts to secure the rights for the AFP to continue using the Infringing Item free of any Claim or liability for infringement; or
 - (ii) replace or modify the Infringing Item to make it non-infringing, provided that any such replacement or modification will not degrade the performance or quality of the affected Warranted Materials.
- (b) If, and only if, the Contractor cannot perform its obligations under **clause 23.8(a)(i)** or **23.8(a)(ii)** above, the Contractor must, in addition to the indemnity under **clause 27.1** and **clause 27.3** and to any other rights that the AFP may have against the Contractor, remove the Infringing Item and the Services Fees will be reduced to reflect that removal.

24. MORAL RIGHTS

24.1 Consent

To the extent permitted by applicable Laws and for the benefit of the AFP, the Contractor must use reasonable endeavours to ensure that each Contractor Personnel involved in the production or creation of the New Material gives, in a form acceptable to the AFP, consent in writing to the use of the New Material for the Specified Acts, even if such use would otherwise be an infringement of their Moral Rights.

24.2 Meaning of Specified Acts

- (a) In this **clause 24**, the "Specified Acts" means:
 - (i) failing to attribute, or falsely attributing, the authorship of any New Material, Contractor Material or any content in the New Material or Contractor Material;
 - (ii) materially altering the style, format, colours, content or layout of the New Material or Contractor Material and dealing in any way with the altered New Material or Contractor Material;
 - (iii) reproducing, communicating, adapting, publishing or exhibiting any New Material or Contractor Material; and

- (iv) adding any additional content or information to the New Material or Contractor Material.

25. RISK MANAGEMENT

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UNDER THE
FREEDOM OF INFORMATION ACT 1982

47E(d) and 47G

47E(d) and 47G

25.2 Confirmation of insurance

- (a) The Contractor must:
 - (i) within 20 days of the Effective Date;
 - (ii) on each anniversary of the Effective Date; and
 - (iii) on request by the AFP at any time, including after expiry or termination of the Deed,produce satisfactory evidence of the insurance to the AFP Representative.
- (b) The evidence required by **clause 25.2(a)** must include details of:
 - (i) the name of the insurance provider;
 - (ii) the type of insurance;
 - (iii) the terms of the insurance including any specific exclusions;
 - (iv) the limits of liability per Claim or occurrence and details of any aggregate limits or relevant sub limits which apply;
 - (v) whether or not 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;
 - (vi) the deductible amounts; and
 - (vii) the period of insurance.
- (c) The Contractor must notify the AFP immediately if:
 - (i) the Contractor becomes aware of any actual, threatened or likely claims under any policy or policies of insurance relevant to a Contract which could materially reduce the available limit of indemnity or involve the AFP;

- (ii) any policy or policies of insurance relevant to a Contract are cancelled by an insurer;
- (iii) any policy or policies of insurance relevant to a Contract have their coverage or available limits reduced in any material respect; or
- (iv) the Contractor reasonably believes that a policy or policies of insurance relevant to a Contract will or may be cancelled, not extended or not renewed,

and must immediately reinstate the limit of indemnity of each affected policy where the limit has been reduced by Claims unrelated to the Deed or a Contract.

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26. LIABILITY

47E(d) and 47G

47E(d) and 47G

27. INDEMNITIES

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28. POLICY AND STATUTORY REQUIREMENTS

28.1 Applicable Law

- (a) The Laws of the Australian Capital Territory apply to the Deed and any Contract. The courts of the Australian Capital Territory have non-exclusive jurisdiction to decide any matter arising out of the Deed or any Contract.

28.2 Compliance with Laws

- (a) The Contractor must comply, and must ensure that each of its Subcontractors comply, with all materially relevant Laws including:
- (i) section 60A of the AFP Act (regarding non-disclosure of prescribed information);
 - (ii) the *Crimes Act 1914* (Cth) and *Criminal Code Act 1995* (Cth) (particularly regarding offences that relate to unauthorised access to or modification or impairment of computer data and dishonestly using information to obtain a benefit from anyone or cause detriment to anyone);
 - (iii) the *Racial Discrimination Act 1975* (Cth), *Sex Discrimination Act 1984* (Cth), and *Disability Discrimination Act 1992* (Cth); and
 - (iv) any obligations it has under the *Workplace Gender Equality Act 2012* (Cth).
- (b) The Contractor must not enter into any Subcontract with an entity named in a report tabled in the Australian Parliament by the Workplace Gender Equality Agency as a supplier that has not complied with the *Workplace Gender Equality Act 2012* (Cth).
- (c) The Contractor must use its reasonable endeavours to provide employment opportunities to Aboriginal and Torres Strait Islander people where there are positions available and there are Aboriginal or Torres Strait Islander people available with suitable qualifications, experience and expertise.
- (d) The Contractor agrees that when using the AFP's premises or facilities for the purposes of providing the Services, it will comply with all Laws, policies, procedures (as notified by the AFP or as might reasonably be inferred) and reasonable directions relating to security and occupational health and safety in effect at those premises or in regard to those facilities.

28.3 Compliance with Fair Work Principles

- (a) The Contractor must comply, and as far as practicable must ensure its Subcontractors comply, with all relevant requirements of the Fair Work Principles as set out in the Fair Work Principles User Guide (available at www.deewr.gov.au/fairworkprinciples), including by:

- (i) complying with all applicable workplace relations, occupational health and safety and workers' compensation laws;
 - (ii) informing the AFP of any adverse court or tribunal decision for a breach of workplace relations law, occupational health and safety laws, or workers' compensation laws made against it during the Term and any remedial action it has taken, or proposes to take, as a result of the decision;
 - (iii) providing the AFP with any information that the AFP reasonably requires to confirm that the Contractor (and any Subcontractor) is complying with the Fair Work Principles; and
 - (iv) participating in all compliance activities associated with its legal obligations, including those arising under the Fair Work Principles. Compliance activities may include responding to requests for information and/or audits undertaken by the Commonwealth, its nominees and/or relevant regulators.
- (b) For the avoidance of doubt, a breach of this **clause 28.3** is a breach that entitles the AFP to issue the Contractor with a written notice of termination for default.
- (c) Compliance with the Fair Work Principles will not relieve the Contractor from its responsibility to comply with its other obligations under the Deed or any Contract.
- (d) If the Contractor does not comply with the Fair Work Principles then, without prejudice to any rights that would otherwise accrue to the AFP, the AFP will be entitled to publish details of the Contractor's failure to comply (including the Contractor's name) and to otherwise provide those details to other Commonwealth Agencies.
- (e) As far as practicable, the Contractor must:
- (i) not use a Subcontractor in relation to the Deed where the Subcontractor would be precluded from contracting directly with the Commonwealth under the requirements of the Fair Work Principles; and
 - (ii) ensure that all Subcontracts impose obligations on Subcontractors equivalent to the obligations under this **clause 28.3**.

28.4 Work Health and Safety

- (a) In addition to the obligations under **clause 28.4(b)**, the Contractor must ensure that the Services and the work conducted by it and any of the Contractor Personnel complies with all applicable statutory requirements, standards and policies, and requirements of the Deed, that relate to the health and safety of the Contractor, Contractor Personnel, AFP Personnel and other third parties.
- (b) The Contractor must comply with its obligations under any applicable WHS Law, and must ensure, so far as is reasonably practicable, that its officers (as defined by applicable WHS Law) and workers comply with their obligations under any applicable WHS Law. The other provisions of this **clause 28.4** do not limit this sub-clause.
- (c) The Contractor must ensure, so far as is reasonably practicable, the health and safety of:
- (i) workers engaged, or caused to be engaged by the Contractor; and

- (ii) workers whose activities in carrying out work are influenced or directed by the Contractor,

while the workers are at work in relation to the Deed.
- (d) The Contractor must ensure, so far as is reasonably practicable, that the health and safety of other persons (including AFP Personnel) is not put at risk from work carried out under the Deed:
- (e) The Contractor must consult, cooperate and coordinate with the AFP in relation to the Contractor's work health and safety duties.
- (f) Without limiting this **clause 28.4**, the Contractor must, on request, give all reasonable assistance to the AFP, by way of provision of information and documents, to assist the Commonwealth and the Commonwealth officers (as defined in the WHS Act) to comply with the duties imposed under the WHS Act.
- (g) The AFP may direct the Contractor to take specified measures in connection with the Contractor's performance of its obligations under the Deed or otherwise in connection with the Services that the AFP considers reasonably necessary to deal with an event or circumstance that has, or is likely to have, an adverse effect on the health or safety of persons. The Contractor must comply with the direction. The Contractor is not entitled to an adjustment to the Service Fees, or to charge additional allowances or expenses as Pass Through Expenses, merely because of compliance with the direction.
- (h) If an event occurs in relation to the Contractor's performance of its obligations under the Deed or a Contract that leads, or could lead, to the death or, or an injury or illness to, a person (**Notifiable Incident**), the Contractor must:
 - (i) immediately report the matter to the AFP, including all relevant details that are known to the Contractor;
 - (ii) as soon as possible after the Notifiable Incident, investigate the Notifiable Incident to determine, as far as it can reasonably be done:
 - (A) its cause; and
 - (B) what adverse effects (if any) it will have on the Contractor's performance of its obligations under the Deed or any Contract, including adverse effects on risks to health and safety;
 - (iii) as soon as possible after the Notifiable Incident, take all reasonable steps to remedy any effects of the Notifiable Incident on health and safety;
 - (iv) as soon as possible after the Notifiable Incident, take all reasonable steps (including by instituting procedures and systems) to ensure that an event or circumstance of the kind that led to the Notifiable Incident does not recur;
 - (v) within 3 Business Days after the Notifiable Incident, give the AFP a written report giving further details of the Notifiable Incident, including the results of the investigations required by **clause 28.4(h)(ii)** and a statement of the steps the Contractor has taken or that the Contractor proposes to take as required by **clauses 28.4(h)(iii)** and **28.4(h)(iv)**; and

- (vi) within 3 months after the Notifiable Incident, give the AFP a written report giving full details of its actions in relation to the Notifiable Incident.
- (i) The Contractor's obligations under this **clause 28.4** are in addition to any reporting obligation that it has under a Law.
- (j) The Contractor must fully co-operate, at its own cost, with any investigation by any government agency (including the AFP) with respect to a Notifiable Incident, including parliamentary inquiries, boards of inquiry and coroner's investigations.
- (k) The Contractor must not enter into any Subcontract for the purpose of directly or indirectly fulfilling its obligations under the Deed unless such a Subcontract obliges the Subcontractor to comply with equivalent provisions to those contained in this **clause 28.4**.
- (l) A word or expression in this **clause 28.4** that is:
 - (i) used or defined in an applicable WHS Law; and
 - (ii) not otherwise defined in this **clause 28.4** or elsewhere in the Deed,
 has, for the purposes of this **clause 28.4**, the meaning given to it under the applicable WHS Law.
- (m) The Contractor must in carrying out its obligations under the Deed and any Contract, comply with all applicable Laws.

28.5 Environmental Sustainability

- (a) The Contractor must perform its obligations under the Deed and any Contract in a way that does not place the AFP in breach of any applicable environmental legislation including the *Environment Protection and Biodiversity Conservation Act 1999* (Cth).
- (b) The Contractor must comply with the Commonwealth Energy Policy – *Energy Efficiency in Government Operations (EEGO) Policy*.
- (c) The Contractor must seek to implement any best practice environmental or green standards applicable to the Services and must implement any such standards which are notified to it by the AFP.
- (d) The Contractor must:
 - (i) in relation to any Services supplied, provide the AFP (on request) with information on product performance against criteria, including energy and water efficiency, environmental friendly or minimal packaging, and recycled or recyclable product content;
 - (ii) comply with the standards in ISO 14024 (Environmental Labelling) in relation to the Services and any products provided to the AFP; and
 - (iii) where possible, recycle:
 - (A) packaging materials; and
 - (B) where appropriate, any goods supplied to the AFP once they are no longer required by the AFP.

28.6 Hazardous Substances

- (a) The Contractor must not provide any physical materials as part of the Services containing any Ozone Depleting Substances or Hazardous Substances except for those substances authorised in writing by the AFP.
- (b) The Contractor must ensure that, for all Hazardous Substances:
 - (i) full details of the authorised substances incorporated into the Services, including the location and protective measures adopted, are provided to the AFP in the format of a Material Safety Data Sheet in accordance with NOHSC 2011 (1994) "*National Code of Practice for the Preparation of Material Safety Data Sheets*";
 - (ii) all Documentation supporting the Services clearly identifies the nature of the hazard; and
 - (iii) all physical materials provided as part of the Services containing the authorised substance are labelled to clearly identify the nature of the substance and its associated hazards.
- (c) To the extent consistent with their function, the physical materials provided as part of the Services must not emit fumes, liquids, solids, heat, noise, electromagnetic or other radiation, which could be detrimental to humans, the environment or the operation of other equipment.

28.7 Government Reporting

- (a) The Contractor acknowledges that:
 - (i) the AFP is required to publish in the Commonwealth of Australia Purchasing and Disposals Gazette, the award of all contracts valued at \$10,000 or more; and
 - (ii) the AFP is required to publish on its website, details of any contracts with a value of \$100,000 or more.

28.8 Australian Government Policies

- (a) The Contractor, in performing its obligations under the Deed and any Contract, comply with applicable Australian Government policies if those policies are publically available or notified to the Contractor.

28.9 Fraud

- (a) The Contractor must comply with the Commonwealth Fraud Control Guidelines.
- (b) The Contractor must notify the AFP immediately if it knows or has reason to suspect that any fraud has occurred or is occurring or is likely to occur in relation to the Deed or a Contract (including by the Contractor, Contractor Personnel, Subcontractors and suppliers).

29. SECURITY

29.1 General security obligations

- (a) The Contractor acknowledges and agrees that:
 - (i) the AFP holds and deals with highly sensitive information;

- (ii) the AFP is concerned that such information not be improperly used or disclosed contrary to the Deed, a Contract or any Laws; and
 - (iii) use or disclosure of such information contrary to the Deed or a Contract may constitute a breach to which **clause 32.1** applies.
- (b) The Contractor must comply with and must ensure that Contractor Personnel comply with:
 - (i) all relevant security requirements (including, as applicable, the Australian Government Protective Security Policy Framework and the Australian Government Information Security Manual) and other security requirements as specified in the Deed or a Contract or by notice from the AFP;
 - (ii) the security requirements specified in **Schedule 13 (Security Requirements)**;
 - (iii) security clearances or other requirements as advised by the AFP to the Contractor from time to time; and
 - (iv) any variations or additions to the security requirements under **clauses 29.1(b)(i) and 29.1(b)(ii)** that the AFP (at its discretion) notifies the Contractor in writing, from the date specified in the notice (or five Business Days after it receives the notice if no date is specified).
- (c) The Contractor must comply with a security procedure or other security requirement immediately if directed by the AFP or, if no direction is issued, within a reasonable time, having regard to the nature of the procedure or requirement.
- (d) The AFP may, from time to time, notify the Contractor of the level of security or access clearance required for Contractor Personnel in respect of the performance of a particular Contract, and of the date from which, or the period during which, that clearance will be required and the Contractor must comply with, and ensure that Contractor Personnel act in accordance with, that notice.
- (e) If the AFP denies access to or requests removal of any Contractor Personnel on the basis that they have failed to obtain or ceased to hold the level of security or access clearance required by an AFP notice within the specified time, the Contractor must provide suitable replacement personnel in accordance with **clause 17.2(f)**.
- (f) The Contractor is responsible for all costs associated with obtaining security clearances.
- (g) If the Contractor can substantiate that changes to the security requirements pursuant to **clause 29.1(b)(iv)** have cost implications for it, the Contractor may apply to the AFP for reimbursement of additional costs necessarily incurred by the Contractor in complying with the changes to these security requirements.

29.2 Misuse of AFP information

- (a) The Contractor acknowledges and agrees that:
 - (i) any unauthorised access, alteration, removal, addition, possession, control, supply or impediment to the access, reliability, security or operation of information held in any computer (or, in some cases, any storage device) in the course of providing the Services may be an

offence under Part 10.7 of the *Criminal Code Act 1995* (Cth) for which there are a range of penalties, including a maximum of ten years imprisonment;

- (ii) the giving of false and misleading information to a Commonwealth agency or their personnel is a serious offence under Division 137 of the *Criminal Code Act 1995* (Cth); and
- (iii) the publication or communication of any fact or document by a person which has come to their knowledge or into their possession or custody by virtue of the performance of the Deed or a Contract (other than to a person to whom the Contractor is authorised to publish or disclose the fact or document) may be an offence under sections 70 and 79 of the *Crimes Act 1914* (Cth), the maximum penalty for which is seven years imprisonment.

29.3 Security reports

The Contractor must immediately notify the AFP, and must comply with all directions of the AFP, if the Contractor becomes aware of any breach of the security requirements under the Deed or a Contract.

29.4 Organisational Suitability Assessment

- (a) The AFP may, at its discretion, require Contractor Personnel to submit to an Organisational Suitability Assessment (OSA).
- (b) Should such Contractor Personnel not agree to submit to an OSA as required in **clause 29.4(a)**, the Contractor must not provide that person for, or must remove that person from, the performance of the Services under the Deed or a Contract.
- (c) Where Contractor Personnel agree to submit to an OSA, and the AFP requires an interview, the AFP must:
 - (i) make the necessary interview arrangements;
 - (ii) be responsible for the costs of the AFP conducting the OSA; and
 - (iii) subject to **clause 29.4(d)**, reimburse reasonable travel and accommodation expenses incurred by the Contractor Personnel in attending the OSA interview, subject to the substantiation of such expenses to the satisfaction of the AFP Contract Manager.
- (d) The AFP will not pay the Contractor's hourly rate for the time spent by Contractor Personnel attending, or travelling to and from, the OSA interview.
- (e) Following the conduct of an OSA, the AFP will notify the Contractor whether the relevant Contractor Personnel has been assessed as:
 - (i) suitable to perform the Services;
 - (ii) approved to perform the Services to such conditions or further action as the AFP may require; or
 - (iii) not suitable to perform the Services.
- (f) The AFP must not be:
 - (i) required to substantiate or provide reasons where it assesses a Contractor Personnel as not suitable; or

- (ii) in any way liable in respect of any Claims by any person in respect of that OSA.
- (g) The Contractor must not provide, for the performance of the Services, any personnel who, having undertaken an OSA:
 - (i) does not agree to any course of action required by the AFP pursuant to **clause 29.4(e)(ii)**;
 - (ii) does not comply with any conditions imposed by the AFP; or
 - (iii) has been assessed as being not suitable to perform the Services.
- (h) The Contractor indemnifies and holds harmless the AFP against any Loss incurred by the AFP as a result of a Claim made against the AFP by any Contractor Personnel in respect of an OSA conducted under this **clause 29.4**. This indemnity will however be reduced to the extent that the Claim results from the negligent or unlawful conduct of the AFP as substantiated by the Contractor.

30. CONTRACTOR DEFAULT AND DELAY

30.1 Contractor Default

- (a) The Contractor acknowledges that failure to perform its obligations under the Deed or a Contract may constitute a Default for which the AFP may, subject to **clause 30.1(b)**:
 - (i) notify the Contractor in writing of a Default (**Default Notice**) and require the Contractor to remedy the Default within the period specified in the Default Notice; or
 - (ii) terminate the Deed or a Contract in accordance with **clause 32.1**.
- (b) Where the AFP, acting reasonably, considers a Default does not amount to a material breach, the AFP must issue a Default Notice under this **clause 30.1** to the Contractor before taking steps to terminate the Deed or a Contract in accordance with **clause 32.1**.
- (c) If the AFP issues a Default Notice, the Contractor must:
 - (i) remedy the Default within the period specified in the Default Notice, such period to be reasonable in light of the nature of the Default;
 - (ii) comply with any directions given to the Contractor by the AFP in relation to the Default; and
 - (iii) mitigate all Loss (including the costs of its compliance with any directions) in connection with the Default, including those arising from affected Subcontracts.

30.2 Delay and Postponement

- (a) The Parties must take all practicable steps to prevent and minimise delay and to mitigate both Parties' Losses due to delay.
- (b) If the Contractor cannot perform its obligations under a Contract, the Contractor must notify the AFP Contract Manager in writing, as soon as practicable after it

becomes aware of the problem and in any case within two Business Days, of its breach or anticipated breach of that Contract.

- (c) In the notice referred to in **clause 30.2(b)**, the Contractor must:
- (i) set out the cause and nature of the delay;
 - (ii) describe the steps it will take to contain the delay;
 - (iii) detail the period for which the delivery will be delayed; and
 - (iv) advise whether it will be claiming postponement of the date of delivery.
- (d) The Contractor will only be entitled to postponement of the date for delivery of the Services to the extent that the event giving rise to the Claim:
- (i) unavoidably delays the Contractor in the performance of its obligations under a Contract;
 - (ii) is beyond the control of the Contractor;
 - (iii) could not have been reasonably contemplated or allowed for by the Contractor before entering a Contract; and
 - (iv) is not provided for elsewhere in the Deed or a Contract,
- and provided that the Contractor:
- (v) claims a postponement of the date for delivery of the Services in accordance with **clause 30.2(b)** and **clause 30.2(c)**;
 - (vi) demonstrates to the AFP Contract Manager's satisfaction that work under a Contract cannot be performed in such a way as to meet the date for delivery;
 - (vii) takes all practicable steps within its control to minimise or reduce the continuance of the delay and to mitigate its Losses due to delay; and
 - (viii) supports the Claim referred to in this **clause 30.2(d)** with substantiating documentation (which must include the latest critical path information available) to the satisfaction of the AFP Contract Manager.
- (e) The Contractor will not be entitled to claim a postponement of the date for delivery for a period greater than the duration of the delay.
- (f) Subject to **clause 30.2(d)**, and within five Business Days of receiving notification that delivery will be delayed and if the Contractor is claiming a postponement pursuant to **clause 30.2(b)** and **clause 30.2(c)**, the AFP must either:
- (i) grant the postponement and notify the Contractor of the postponed delivery date; or
 - (ii) notify the Contractor:
 - (A) that the date of delivery remains unchanged; and
 - (B) which of the criteria in **clause 30.2(d)** the Contractor has failed to satisfy.

- (g) Any delay resulting from delay by a Subcontractor will be taken into account for the purposes of this **clause 30.2** only to the extent that the reasons for the late delivery are beyond the control of the Subcontractor and the Contractor.
- (h) The AFP Contract Manager may, at his or her discretion and at any time, by written notice to the Contractor, immediately postpone the date for delivery of the Services to a date specified in the notice.
- (i) In the event the AFP Contract Manager approves a postponement under **clause 30.2(h)**, the Contractor must request in writing to the AFP a change to the Contract.

30.3 Postponement Costs

- (a) The Contractor is entitled to postponement costs equal to the unavoidable additional costs incurred by the Contractor as a direct consequence of the act or omission of the AFP when all of the following are satisfied:
 - (i) a delay in providing the Services or achieving a Milestone Date is caused by the act or omission of the AFP;
 - (ii) postponement of the date for provision of the Services or postponement of the Milestone Date in respect of the delay is granted under **clause 30.2**;
 - (iii) the Service Fees for the delayed Services that are payable or accrue on achieving the Milestone are fixed in amount (as distinct from variable fees or charges that are determined by reference to rates, time or materials);
 - (iv) the Contractor notifies the AFP Representative in writing of the quantum of the postponement costs it claims immediately following the determination of the costs by the Contractor but no later than two months from the granting of the relevant postponement Claim in accordance with **clause 30.2**; and
 - (v) the Contractor provides substantiating evidence to the satisfaction of the AFP Representative of the costs incurred and steps taken to mitigate the Contractor's Loss.
- (b) The AFP Representative must, within 30 days of receiving a Claim under **clause 30.3(a)**:
 - (i) grant the Claim, if it satisfies the requirements of **clause 30.3(a)**, and notify the Contractor of the amount of postponement costs awarded; or
 - (ii) reject the Claim, if it does not satisfy the requirements of **clause 30.3(a)**, and notify the Contractor of the reason for rejection.
- (c) Postponement costs awarded under **clause 30.3(b)** may be invoiced up to six months after the Service Fees for the delayed Services or Milestone are properly invoiced.
- (d) The Contractor must maintain books, records, documents and other evidence and accounting procedures and practices sufficient to justify all postponement costs claimed to have been incurred by the Contractor. The Contractor must make this material and details of the accounting procedures and practices available to the AFP Representative on request and, on such request, the AFP Representative and

any person authorised by the AFP Representative have the right to investigate the reasonableness of the costs claimed.

31. DISPUTE RESOLUTION

31.1 Resolution at operational level

If any Dispute arises, the Parties must at first instance endeavour to resolve it by discussion and agreement between their relevant Deed or Contract representatives.

31.2 Referral to executive management

- (a) A Party to a Dispute may at any time by written notice to the other Party request that the Dispute be referred for resolution by their respective executive management. Within seven days of such request, each Party must by written notice to the other Party:
 - (i) nominate a member of its executive management with authority to settle the Dispute to represent it in discussions;
 - (ii) ensure that its nominated executive manager is reasonably available to discuss the Dispute and nominate a range of times and venues when discussions can take place; and
 - (iii) provide a written summary of what it sees as the issues in Dispute and other relevant facts or information which will assist the executive managers in discussing the Dispute.
- (b) All nominated executive managers must make every effort to meet and otherwise progress discussions aimed at resolving the Dispute.

31.3 Mediation available at any time

- (a) At any time a Dispute remains unresolved, the Parties agree to participate in good faith in confidential mediation of the Dispute to be administered on a without prejudice basis by a mediator appointed by the Australian Commercial Disputes Centre Limited¹ (ACDC) on the application of any Party (or by such other mediator as is mutually agreed). Such mediation will be conducted in accordance with the ACDC's mediation rules and take place in Canberra (or at such other location and/or in accordance with such rules as are mutually agreed).
- (b) The Parties agree to equally pay the costs of any mediator.

31.4 Other action

- (a) If within 14 days of a request to refer a Dispute to executive management in accordance with **clause 31.2**, the nominated executive managers have not met or the Dispute otherwise remains unresolved, then subject to this **clause 31.4**, any Party may commence litigation to resolve the Dispute.
- (b) Nothing in the Deed prevents a Party seeking an injunction or other interlocutory relief at any time.

¹ Australian Commercial Disputes Centre Limited A.C.N. 003 042 840 <http://www.acdcld.com.au/> tel : (02) 9267 1000

31.5 Continued performance of obligations despite Dispute

- (a) The Parties must at all times continue to perform the Deed and any Contract and otherwise comply with their obligations pursuant to the Deed and any Contract (other than in respect of any payment that is subject to Dispute) despite the existence of any Dispute.

31.6 Costs

- (a) Each Party must pay its own costs of complying with this **clause 31**.

31.7 Contractor Workplace Disputes

- (a) The Contractor must ensure that, where it has an enterprise agreement made under the *Fair Work Act 2009* (Cth), the agreement includes a genuine dispute resolution procedure, which provides at a minimum for:
 - (i) the ability for employees to appoint a representative in relation to the dispute;
 - (ii) in the first instance procedures to resolve the dispute at the workplace level;
 - (iii) if a dispute is not resolved at the workplace level, the capacity for a party to the dispute to refer the matter to an independent third party for mediation or conciliation; and
 - (iv) if the dispute is still not resolved, the capacity for an independent third party to settle the dispute via a decision binding on the parties.
- (b) If requested by the AFP, the Contractor must promptly provide any information requested by the AFP about the Contractor's dispute resolution mechanism, except information the provision of which would cause the Contractor to breach a Law relating to privacy.

32. TERMINATION

33. DISENGAGEMENT

33.1 Returning AFP Material

- (a) Upon the AFP's request or on the later of, the termination or expiry of the Deed or the termination or expiry of the last remaining Contract, the Contractor must (and must ensure that each Subcontractor does):
 - (i) promptly return all AFP Material and Third Party Material provided by the AFP, New Material and all physical and written records containing Confidential Information of the AFP, and all documentation relating to or concerning that Confidential Information (or the part the AFP requests) (including copies) to the AFP in a form reasonably requested by the AFP;
 - (ii) destroy or sanitise all AFP Data on the Contractor's systems in accordance with the Australian Government Information Security Manual and any other requirements the AFP advises from time to time;
 - (iii) comply with all security requirements as set out in the Deed or as directed by the AFP (including return of all security passes and keys); and
 - (iv) if requested by the AFP:
 - (A) destroy Third Party Material provided by the AFP, New Material and Confidential Information of the AFP (including copies) in the manner specified by the AFP or otherwise deal with these items in the manner specified by the AFP; and
 - (B) promptly certify to the AFP in writing that it has done so.

34. FORCE MAJEURE

34.1 No Party Liable

- (a) A Party will not be liable for any Default or delay in performance of its obligations under the Deed or any Contract if (and to the extent that):
 - (i) the Default or delay is caused, directly or indirectly, by a Force Majeure Event; and
 - (ii) the Party claiming the Force Majeure Event has notified the other Party of the event (including the circumstances causing the event) as soon as practicable after the claiming Party becomes aware of the event.
- (b) The Parties agree that industrial action or industrial disputation including a strike by employees of a Party or any Subcontractor (or both) is not a Force Majeure Event.

34.2 Period of Delay

- (a) When a Force Majeure Event has occurred, the non-performing Party will be excused from further performance of the obligations affected for as long as the circumstances prevail provided the non-performing Party continues to use reasonable endeavours to recommence performance whenever and to whatever extent possible without delay.

34.3 AFP Option

- (a) If the Contractor is excused from the performance of Services under any Contract pursuant to **clause 34.2** and, as a result, the performance of any critical AFP functions is substantially prevented, hindered, degraded or delayed for more than 24 consecutive hours (or any shorter period specified in the Contract, as the case may be, for particular functions), then the AFP may, and without limiting any other rights it may have, do any of the following:
 - (i) at the AFP expense procure those Services from a third party; and
 - (ii) by 24 hours written notice to the Contractor, terminate the relevant Contract under this **clause 34.3**.
- (b) If the AFP determines that any Contract should be terminated under this **clause 34.3**, the AFP is not liable to pay the Contractor any termination costs or otherwise compensate it in respect of the termination.
- (c) For the avoidance of doubt if the AFP terminates a Contract under **clause 34.3(a)**, the AFP will be liable only for payments for Services performed in accordance with a Contract before the effective date of termination.

34.4 No Compensation

The Contractor will not have the right to any payments of Service Fees from the AFP under the Deed or a Contract for Services that are not performed by the Contractor as a result of any Force Majeure Event.

35. GENERAL

35.1 All Things Necessary

- (a) Each Party must:
 - (i) use reasonable efforts to do all things necessary or desirable to give full effect to the Deed and any Contract; and
 - (ii) refrain from doing anything that might hinder performance of the Deed.

35.2 Notices, Approvals, Authorisations and Consents

- (a) For the purposes of **clauses 35.2** and **35.3**:
 - (i) a recipient Party is a Party receiving a notice, approval or consent under the Deed or any Contract from the other Party;
 - (ii) a recipient is the recipient Party's representative appointed in accordance with **clause 20.1(a)**; and
 - (iii) a recipient Party's address is the address specified in **Schedule 11 (Deed Details)** or as otherwise notified in accordance with this **clause 35.2**.
- (b) A notice to a recipient Party must be:
 - (i) in writing;
 - (ii) addressed to the recipient; and

- (iii) left at or sent by prepaid post or facsimile to the recipient Party's address.
- (c) An approval, authorisation or consent must be:
 - (i) in writing:
 - (A) addressed to the recipient; and
 - (B) left at or sent by prepaid post or facsimile to the recipient Party's address; or
 - (ii) emailed to the regular business email address of the recipient.

35.3 Service of Notices, Approvals, Authorisations or Consents

- (a) A notice, approval, authorisation or consent given in accordance with **clause 35.2** is received:
 - (i) if left at the recipient Party's address, on the date of delivery;
 - (ii) if sent by prepaid post, five Business Days after the date of posting;
 - (iii) if sent by facsimile, when the sending Party's facsimile system generates a message confirming successful transmission of the total number of pages of the notice, approval or consent to the facsimile number of the recipient Party; and
 - (iv) if sent by email (in respect of approvals, authorisations and consents), when the recipient Party sends an acknowledgement of receipt by return email or when the recipient Party's email system sends an automated "out-of-office" email notification.
- (b) In the case of approvals, authorisations and consents sent by email the sending Party must, when sending the email, request that the recipient acknowledges receipt by return email.

35.4 No Security

The Contractor must not, without the AFP prior consent, give or purport to give any security interest in any of its rights to receive payment from the AFP under the Deed or any Contract.

35.5 Waiver

- (a) If a Party:
 - (i) has a right arising from the other Party's failure to comply with an obligation under the Deed or any Contract; and
 - (ii) delays in exercising or does not exercise that right,
- that delay in exercising or failure to exercise is not a waiver of that right or any other right.

35.6 Entire Agreement

- (a) The Deed (including all documents incorporated into the Deed) and any Contracts raised under it represent the Parties' entire agreement in relation to the subject

matter and supersede all tendered offers and prior representations, communications and agreements.

35.7 Assignment and Novation

- (a) The Contractor acknowledges that the Deed and each Contract is personal in nature, and that the Contractor may not assign, novate, delegate, transfer or otherwise deal with its rights or obligations under the Deed or a Contract without the prior written consent of the AFP, which the AFP may at its discretion withhold.
- (b) Any attempted assignment, novation, delegation, transfer or other dealing by the Contractor in violation of **clause 35.7(a)** will be void *ab initio* and may constitute a material breach of the Deed or a Contract.

35.8 Consents and Approval

- (a) Except where expressly provided as being at the discretion of a Party, where agreement, approval, acceptance, consent or similar action by a Party is required under the Deed or a Contract, that action will not be unreasonably delayed or withheld. An approval or consent given by a Party under the Deed or a Contract will not relieve the other Party from responsibility for complying with the requirements of the Deed or the Contract, nor will it be construed as a waiver of any rights under the Deed or the Contract, except as and to the extent otherwise expressly provided in such approval or consent.

35.9 Cumulative Rights

- (a) A right, power, remedy, entitlement or privilege given or granted to a Party under the Deed is cumulative with, without prejudice to and not exclusive of, any other right, power, remedy, entitlement or privilege granted or given under the Deed or by Law.

35.10 Reading Down

- (a) If a provision of the Deed (or any Contract) is reasonably capable of an interpretation which would make that provision valid and enforceable and an alternative interpretation that would make it unenforceable, illegal, invalid or void then that provision will be interpreted or construed, so far as is possible, to be limited and read down or severed to the extent necessary to make it or the Deed valid and enforceable.

35.11 Contra Proferentem

- (a) No rule of construction will apply in the interpretation of the Deed to the disadvantage of one Party on the basis that such Party put forward or drafted the Deed or any provision of the Deed.

35.12 Costs

- (a) Except to the extent specified in **clause 19.3**, each Party must bear and is responsible for its own costs in connection with the preparation, execution and carrying into effect of the Deed.

36. AUSTRALIAN INDUSTRY PARTICIPATION PLAN

36.1 Contractor Compliance with Australian Industry Participation Plan

- (a) **Schedule 16 (AIP Plan)** attaches an AIP Plan.

- (b) The Contractor must, within 30 Business Days of the Effective Date or such other period as agreed by the Parties:
 - (i) notify the AFP of what actions if any it must take to implement the AIP Plan or to comply with any applicable Australian Government Australian Industry Participation policy;
 - (ii) implement any actions it is required to take in relation to the AIP Plan and to comply with any applicable Australian Government Industry Participation policy; and
 - (iii) provide the AFP with satisfactory evidence that it has met its obligations under **clause 36.1(b)(ii)**.
- (c) If any conflict arises between any part of the AIP Plan and any other part of the Deed or a Contract, the other part of the Deed or Contract prevails.
- (d) The AIP Plan must not be construed as limiting the Contractor's responsibility to provide the Services in accordance with, and otherwise comply with, the requirements of the Deed.

36.2 AIP Plan Reporting

- (a) The Contractor must provide the AFP with an Implementation Report that meets the Implementation Report Requirements within 60 days of the first anniversary of the Effective Date.
- (b) Where the AFP considers that the Implementation Report does not meet the Implementation Report Requirements, the AFP may by written notice to the Contractor reject the Implementation Report. Where the AFP rejects the Implementation Report, the AFP will provide the Contractor with reasons for the rejection.
- (c) Where the AFP has rejected the Implementation Report pursuant to **clause 36.2(b)**, the Contractor must provide the AFP with the Implementation Report, amended to address the reasons advised by the AFP and that otherwise meets the Implementation Report Requirements within 10 Business Days of the date of the notice issued under **clause 36.2(b)**.

36.3 Right to publicise AIP Plan and AIP Implementation Report Information

- (a) The Contractor consents to the AFP or any other Commonwealth Agency:
 - (i) publicising or reporting on the Contractor's performance in relation to the AIP Plan and level of compliance with the AIP Plan; and
 - (ii) publicising or reporting on any information contained in the AIP Plan or AIP Implementation Report under the Deed.

37. SMALL AND MEDIUM ENTERPRISE PARTICIPATION

37.1 General

- (a) The Contractor must ensure that 20 per cent, or such other percentage as agreed by the AFP in writing, of the value of the Services (including Contractor Provided Software but excluding Contractor Provided Hardware) provided under the Deed and all Contracts is provided by Small and Medium Enterprises (**SME**).

- (b) For the purposes of this **clause 37**, a SME is defined as a body corporate incorporated in Australia or New Zealand which, together with its related bodies corporate and parent entities, has an average annual revenue over the last four financial years of less than \$A500 million.
- (c) The Contractor must, if requested by the AFP, provide the following supporting evidence in relation to the value of the Services being provided by SMEs:
 - (i) the name of, and contact for each SME that the Contractor is using as a Subcontractor to provide the Services, including the ABN and ACN of each SME;
 - (ii) the activities to be undertaken by each SME, the timing of those activities and the amounts that each SME will receive in revenue as a result of participation;
 - (iii) details of past alliance activities the Contractor has had with each SME;
 - (iv) the estimated monetary value of each SME's contribution expressed as a percentage of the overall value of the Services; and
 - (v) any other information that the Contractor considers is relevant to demonstrating SME participation.

38. PERFORMANCE GUARANTEE

38.1 General

- (a) The Contractor must, at its expense, provide to the AFP, within 20 Business Days of the Effective Date, a performance guarantee executed by a guarantor acceptable to the AFP, guaranteeing the performance by the Contractor of its obligations under the Deed, which must be substantially in the form of the performance guarantee appearing at **Schedule 18 (Performance Guarantee)**.
- (b) The Contractor must notify the AFP within 20 Business Days of any proposal that might result in:
 - (i) the Contractor suffering a change in control or ownership; or
 - (ii) the guarantor suffering a change in control.
- (c) If the Contractor suffers a change in control or ownership, or if the guarantor suffers a change in control, the AFP may require the Contractor to obtain an alternative performance guarantee, executed by an alternative guarantor, on the same terms as set out in **clause 38.1**.

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EXECUTED AS A DEED

Signed for and on behalf of **THE COMMONWEALTH OF AUSTRALIA** represented by the Australian Federal Police established under the *Australian Federal Police Act 1979* (ABN 17 864 931 143) by its duly authorised representative

.....
(Signature of AFP Representative)

.....
Print name and position title of AFP Representative)

.....
(Date)

in the presence of:

.....
(Signature of witness)

.....
(Print name of witness)

.....
(Date)

EXECUTED AS A DEED by **ELBIT SYSTEMS OF AUSTRALIA PTY LTD** (ACN 143 526 229) of 235 Ingles Street, Port Melbourne, Victoria, 3207 (the **Contractor**) in accordance with Section 127 of the Corporations Act by or in the presence of

.....
(Signature of Director who by signing states that he/she is authorised to sign on behalf of Elbit Systems of Australia Pty Ltd

.....
(Name of Director)

.....
(Date)

.....
(Signature of Director/Company Secretary who by signing states that he/she is authorised to sign on behalf of Elbit Systems of Australia Pty Ltd)

.....
(Name of Director/Company Secretary)

.....(Date)

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AFP

AUSTRALIAN FEDERAL POLICE

RFT 65-2010 Tender Evaluation

**Weighted Evaluation Criteria
Assessment Report**

Reference: IIIM Solution

Version: 3.2

Last Saved: 12 September 2011

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GLOSSARY

Term	Description
CMMI	Capability Maturity Model Integration
COBIT	Control Objectives for Information and related Technology
COTS	Commercial off the Shelf
CRM	Customer Relationship Management
DR	Disaster Recovery
HA	High Availability
ICT	Information and Communication Technology
IIIM	Investigations, Intelligence and Incident Management
ISO	International Organisation for Standardisation
ITIL	Information Technology Infrastructure Library
MSP	Managing Successful Programmes
NIEM	National Information Exchange Model
PMBOK	Project Management Body of Knowledge
PRINCE2	Projects in Controlled Environments 2
RFT	Request for Tender
SOA	Service Oriented Architecture
SOR	Statement of Requirement
SQSRs	Solution Quality and Support Requirements
TEWG	Tender Evaluation Working Group
TOGAF	The Open Group Architecture Framework

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COMMERCIAL AND FINANCIAL EVALUATION REPORT
IIIM Solution

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37(2)(b) & 47E(d)

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2. INTRODUCTION

In accordance with the Request for Tender (**RFT**) and the Tender Evaluation Plan (**TEP**), Tenderers who complied with the mandatory requirements stated in the RFT Conditions of Tender (assessed during Stage 2 of the evaluation process) progressed to Stage 3.

Stage 3 of the Tender evaluation involved the process to select a shortlist of Tenderers.

As detailed in the RFT and TEP, Stage 3 comprises:

- Stage 3A: Technical Assessment.
- Stage 3B: Price.
- Stage 3C: Value for Money.

This report details the outcomes of Stage 3A: Technical Assessment – Weighted Evaluation Criteria Assessment. Stage 3A consisted of two phases:

- **Phase 1 – Schedule Assessment.** This involved the assessment of each Tenderer's response to the applicable RFT Schedules (except for Conformance to the Business Requirements and the Solution Quality and Support Requirements (SQSRs) in Schedules 6 and 7, which were addressed in Phase 2) against the applicable weighted evaluation criteria. This incorporates schedule assessment scores and comments from the Business, ICT, and Commercial and Financial TEWGs.
- **Phase 2 – Conformance Validation.** This involved the assessment of each Tenderer's response to the conformance to the Business Requirements and the SQSRs in RFT Schedules 6 and 7, against the applicable weighted evaluation criterion. This was done through the validation of each Tenderer's conformance self assessment to the AFP's Business Requirements and Solution Quality and Support Requirements as detailed in the Statement of Requirements.

This report includes:

- the agreed final score for each of the components of each weighted evaluation criterion for each Tender (and implementation strategy where relevant) – refer to Section 3;
- a summary of the qualitative assessment of each Tender's strengths and weaknesses – refer to Section 4;
- information on risks and negotiation issues identified– refer to Section 5;
- an overall assessment of each Tender (and implementation strategy where relevant) – refer to Section 6, including:
 - the weighted score for each criterion; and
 - the aggregated total weighted score for all of the weighted criteria.

The scoring and weightings processes used in the weighted evaluation criteria assessment are detailed in the TEP. The underpinning scores (actual, moderated and weighted (where applicable)) are detailed at the [Evaluation Supporting Information](#).

Refer to the [Evaluation Supporting Information](#) for details on clarification questions, presentations, and site visits.