Deed of Agreement

Deed number: D261017617
between
The Commonwealth of Australia
Represented by the Department of Human Services
and
Dun & Bradstreet (Australia) Pty Ltd as Trustee for the Dun & Bradstreet Unit Trust
(ABN 72 256 863 039)
for the provision of a Mercantile Agent Service for Debt Recovery

Prepared by:
Procurement and Records Management Branch
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Table of Contents

DEED .......................................................................................................................... 4
REQUITALS .................................................................................................................. 4
AGREEMENT ............................................................................................................... 4
   1 Definitions and interpretation ........................................................................ 4
   2 Term .................................................................................................................... 6
   3 Option to extend .................................................................................................. 5
   4 Implementation and transition out requirements .............................................. 6
   5 Selection of a Supplier under panel arrangement .............................................. 7
   6 Formation of Contracts—placement of Official Orders .................................... 7
   7 The Department not bound to order from the Supplier ..................................... 8
   8 Offered Personnel .............................................................................................. 8
   9 Requirements for meetings .............................................................................. 8
  10 Reporting ........................................................................................................... 9
  11 Calculation of Fees ......................................................................................... 9
  12 Insurance ......................................................................................................... 9
  13 Dispute resolution .......................................................................................... 9
  14 Termination for convenience ........................................................................ 10
  15 Termination for breach .................................................................................. 10
  16 Assignment and novation .............................................................................. 10
  17 Variation ........................................................................................................ 11
  18 Notices ........................................................................................................... 11
  19 Entire agreement .......................................................................................... 11
  20 Severability .................................................................................................. 11
  21 Jurisdiction .................................................................................................... 11

EXECUTION .............................................................................................................. 12
SCHEDULE 1 (PARTICULARS) .................................................................................. 13
   1 Description of Offered Services ..................................................................... 13
   2 Offered Personnel ......................................................................................... 19
   s 47(1) .............................................................................................................. 19
      4 Contract Manager ..................................................................................... 20
   s 47(1) .............................................................................................................. 20
       Commencement Date ...................................................................................... 20
   s 47(1) .............................................................................................................. 20
      8 Term of extension ..................................................................................... 20
      9 Address for service ................................................................................... 20

SCHEDULE 2 (CONTRACT TERMS AND CONDITIONS) ......................................... 22
   1 Definitions and Interpretation ...................................................................... 22
   2 Contract Term ............................................................................................... 26

INVOICING AND PAYMENT ................................................................................. 26
   3 Fees .............................................................................................................. 26
   4 Allowances .................................................................................................. 26
   5 Invoices ....................................................................................................... 26
   6 Interest ......................................................................................................... 26
   7 GST-inclusive prices ................................................................................... 27
   8 Additional consideration to cover out-of-pocket expenses ......................... 27
   9 Electronic payment ....................................................................................... 28

PROVISION OF THE SERVICES AND OTHER RESPONSIBILITIES OF THE SUPPLIER ......................................................... 28
   10 Provision of the Services ........................................................................... 28
   11 Responsibilities of the Supplier .................................................................. 28
   12 Contract Manager ...................................................................................... 29
   13 Financial viability ....................................................................................... 29
   14 Access to Supplier's premises ..................................................................... 30
   15 Access to documents ................................................................................... 30
   16 Specified Personnel .................................................................................... 30
   17 Subcontracting ............................................................................................ 30
   18 Work health and safety ............................................................................... 31
   19 Supplier's employee entitlements ................................................................. 31
   20 Negation of employment, partnership and agency ....................................... 32
21 Contract Material ................................................................. 32

INTELLECTUAL PROPERTY ......................................................... 32
22 Existing Intellectual Property ..................................................... 32
23 Intellectual Property in Contract Material ....................................... 32
24 Protection of the Department's rights ........................................... 32
25 Licence of Supplier Material ..................................................... 32

MORAL RIGHTS ...................................................................... 33
26 Moral Rights ........................................................................ 33

PROTECTION OF INFORMATION AND ASSETS .................................. 33
27 Security requirements of the Supplier—compliance with the Protective Security Policy Framework ...................................................... 33
28 Privacy ........................................................................... 35
29 Handling of complaints ............................................................. 35
30 Confidential Information ............................................................ 36
31 Collection of information ........................................................... 37

LIABILITY .............................................................................. 37
32 Indemnities ........................................................................ 37

DISPUTE RESOLUTION, TERMINATION AND DEFAULT ...................... 38
33 Dispute resolution ................................................................ 38
34 Termination ....................................................................... 38
35 Termination for Default .......................................................... 39
36 Force Majeure ..................................................................... 39
37 After termination .................................................................. 40

INFORMATION MANAGEMENT AND ACCESS .................................. 40
38 Books and records ................................................................ 40
39 Audit and access ................................................................... 41

LEGISLATION AND COMMONWEALTH POLICIES .............................. 43
40 Compliance with legislation and Commonwealth policies ................. 43
41 Workplace gender equality ....................................................... 43
42 Commonwealth Indigenous Procurement Policy ............................... 44
43 Illegal workers ..................................................................... 44
44 Fraud ................................................................................. 44
45 Web content accessibility guidelines ........................................... 45
46 Environment policies ............................................................... 45
47 Australian packaging covenant ................................................... 45
48 APS values and code of conduct ............................................... 45
49 Lobbying code of conduct ......................................................... 45
50 Criminal code ..................................................................... 45
51 Anti-money laundering ............................................................ 45

GENERAL ............................................................................ 46
52 Conflict of interest ................................................................ 46
53 Variation ........................................................................... 46
54 Waiver ............................................................................... 46
55 Entire agreement .................................................................. 46
56 Applicable law ..................................................................... 46

SCHEDULE 3 (OFFICIAL ORDER (EXAMPLE)) .................................... 47
SCHEDULE 4 (CONFIDENTIAL INFORMATION OF THE PARTIES) ....... 49
1 The Department's Confidential Information ...................................... 49
2 The Supplier's Confidential Information .......................................... 49

SCHEDULE 5 (INSTRUMENT OF ACCEPTANCE) ................................. 50
1 References to the Department ...................................................... 50
2 Amendment of Schedule 1 (Particulars) .......................................... 50
Deed

PARTIES

THE COMMONWEALTH OF AUSTRALIA represented by the Department of Human Services of s 47E(d)

(‘Department’)

AND

DUN & BRADSTREET (AUSTRALIA) PTY LTD AS TRUSTEE FOR THE DUN & BRADSTREET UNIT TRUST (ABN 72 256 863 039) carrying on business at 479 St Kilda Street, Melbourne VIC 3004

(‘the Supplier’)

Recitals

A. The Department requires the provision of a Mercantile Agent Service for Debt Recovery.

B. The Department has agreed to appoint the Supplier on the terms and conditions of this Deed for the Term to provide, upon receipt of an Official Order, such of the Offered Services as may be requested from time to time by the Department.

Agreement

1 Definitions and interpretation

Definitions

1.1 In this Deed, unless the contrary intention appears, words and expressions defined in clause 1 (Definitions and interpretation) of Schedule 2 (Contract Terms and Conditions) have the like meaning and:

‘Address for Service’ means the relevant address specified in Item 24 (Address for service) of Schedule 1 (Particulars) for the Department and the Supplier respectively, as varied from time to time by written notice by the relevant party;

‘Attachment’ means an attachment to the Deed;

‘Business Day’ means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment to be made;

‘Commencement Date’ means the date specified in Item 21 of Schedule 1;

‘Commonwealth Entity’ means:

(a) a Commonwealth entity within the meaning of section 10 of the Public Governance, Performance and Accountability Act 2013 (Cth); or

(b) a Commonwealth company within the meaning of section 89 the Public Governance, Performance and Accountability Act 2013 (Cth);

‘Contract’ means a contract formed under clause 6 (Formation of Contracts—placement of Official Orders) of this Deed;

‘Contract Manager’ means the person holding, occupying or performing the duties of the position or functions specified in Item 19 (Contract Manager) of
Schedule 1 or any other position or function specified by the Department for the purposes of this Deed;

'**Deed**' means this document and includes any Schedules or Attachments;

'**Default**' means an act or omission by the Supplier entitling the Department to terminate the Contract under clause 35 (Termination for Default) of the Contract;

'**Department**' means the Commonwealth of Australia acting through, and represented by, the Department of Human Services;

'**Expiry Date**' means the date specified in Item 22 of Schedule 1;

'**Indigenous enterprise**' means an organisation that is 50 per cent or more Indigenous owned that is operating a business;

'**Indigenous Procurement Policy**' means the policy of that name, as amended from time to time, available on the Indigenous Procurement Website;

'**Indigenous Procurement Website**' means the website at [www.dpmc.gov.au/ipp](http://www.dpmc.gov.au/ipp);

'**Instrument of Acceptance**' means an instrument in the form of Schedule 5 (Instrument of Acceptance);

'**Law Society**' means the law society, however it is called, for the State or Territory specified in Item 13 of the Official Order;

'**Offered Personnel**' means the personnel specified in Item 17 of Schedule 1 (Particulars);

'**Offered Services**' means the range of services described in Schedule 1 (Particulars) to be performed by the Supplier that may be specified in an Official Order;

'**Official Order**' means an order for Services submitted by the Department to the Supplier in accordance with clause 6 (Formation of Contracts—placement of Official Orders) and in the form specified at Schedule 3;

'**Schedule**' means a schedule to the Deed;

'**Supplier**' includes where the context allows, the Personnel of the Supplier;

'**Term**' means the term of this Deed as specified in clause 2 (Term).

**Interpretation**

1.2 Clauses 1.2 to 1.12 inclusive of Schedule 2 apply to the interpretation of this Deed in the same manner as it applies to a Contract.

To the extent that there is an inconsistency between a provision in any of the documents comprising the Deed and another provision in any of them or between a provision in any of these documents and a provision in any other document referred to in any of them:

(a) a specific provision takes precedence over a general provision; and

(b) otherwise, to the extent necessary to resolve the inconsistency, the following order of precedence applies:

(i) clauses 1 to 21;

(ii) the Schedules (with the lower numbered Schedules having precedence over higher numbered Schedules);

(iii) any Attachments (with lower numbered Attachments having precedence over higher numbered Attachments).
2 Term

2.1 The Deed commences on the Commencement Date and terminates on the Expiry Date and, unless terminated earlier under clauses 14 (Termination for convenience) or 15 (Termination for breach), continues for the Term.

2.2 The expiry of the Deed does not terminate a Contract.

3 Option to extend

3.1 The Department may, at its option, extend the Term for the further period specified in Item 23 of Schedule 1 (Particulars) on the same terms and conditions as this Deed except for the Fees.

3.2 If the Department opts to extend the Term under clause 3.1, the Contract Manager must provide the Supplier with notice of the extension no later than three (3) months prior to the then Completion Date, setting out:
(a) the period of the extension; and
(b) the revised Completion Date.

3.3 Upon extension of the Term under clause 3.2, the Completion Date is amended to the date notified by the Contract Manager in its notice given under clause 3.2(b).

4 Implementation and transition out requirements

4.1 The Supplier must not commence provision of the Services and, without limiting the Department’s rights under clause 7, the Department is not under any obligation to approach, seek a refined offer from, or issue an Official Order to, the Supplier unless and until the Supplier has complied with clauses 4.2 and 4.5.

Implementation

4.2 The Supplier must, in consultation with the Department, establish an implementation plan for the provision of the Services within [20 Business Days] after the Commencement Date.

4.3 The Supplier must comply with the implementation plan established under clause 4.2 and approved by the Department.

4.4 The Supplier must:
(a) obtain accreditation of its information security environment from the Department prior to its provision of any Services; and
(b) provide all reasonable assistance required by the Department for the purposes of that accreditation.

Transition out

4.5 The Supplier must develop and negotiate in good faith a transition out plan with the Department, within six (6) months after the Commencement Date.

4.6 Implementation and transition out plans required under clauses 4.2 and 4.5 respectively should, at a minimum, include:
(a) key activities, durations, milestones and dependencies;
(b) resource requirements;
(c) development of standard operating procedures;
(d) integration of systems and interfaces;
(e) information/training sessions;
(f) a risk management plan which identifies and mitigates transition risks; and
(g) measures for seamless transition which ensures business continuity is not interrupted.

5 Selection of a Supplier under panel arrangement

5.1 If the Supplier is a member of a panel of Service providers, then, when selecting a Supplier from the panel to provide Offered Services, the Department may:
(a) approach any Supplier that is a current member of the panel; or
(b) using a competitive quotation process, seek a refined offer from any or all Suppliers that are current members of the panel.

5.2 Where the Department seeks refined offers from panel members, a preferred Supplier will be selected to provide the services on the basis of value for money.

5.3 In evaluating refined offers, the Department will take into consideration:
(a) the availability of the panel member and/or Specified Personnel;
(b) the proposed approach or methodology for undertaking the Services;
(c) the Fees payable by the Department to the panel member based on the commission tendered; and
(d) the expected timeframe for providing the Services.

6 Formation of Contracts—placement of Official Orders

The Standing Offer

6.1 The Supplier must offer to provide the Services to:
(a) the Department; and
(b) each Commonwealth Entity,

in accordance with this Deed.

Department

6.2 Where during the Term the Department requires the provision of Services, the Department will:
(a) consult with the Supplier about the requirement; and
(b) complete, sign and send an Official Order to the Supplier.

6.3 Each Official Order sent to the Supplier in accordance with this Deed will create a separate Contract between the parties for the supply by the Supplier of the Services specified in the Official Order to the Department.

6.4 The terms of each Contract will be those set out in this Deed and in the Official Order.

6.5 Each Official Order must:
(a) specify:
   (i) the Services which are in accordance with Schedule 1 (Particulars);
   (ii) a Contract Term which expires no later than a year after the expiry of the Deed; and
   (iii) Fees calculated in accordance with clause 11 (Calculation of Fees); and
(b) be endorsed to the following effect:
"This Official Order is issued in Accordance with the Deed of Agreement for the Provision of a Mercantile Agent Service for Debt Recovery (Standing Offer Notice Identifier (SON ID) SON3316979)"

**Commonwealth Entities**

6.6 The terms of the offer to provide the Services to a Commonwealth Entity are the same as the terms and conditions in this Deed except as modified by the Instrument of Acceptance to provide for adaptation of the Contract to the circumstances of the Commonwealth Entity.

**Acceptance**

6.7 The Commonwealth Entity may accept the offer made under clause 6.1(b) by giving the Supplier the Instrument of Acceptance.

6.8 Clause 18 (Notices) applies to the giving of an Instrument of Acceptance as if the references to the Department were read as references to the Commonwealth Entity giving the Instrument of Acceptance.

**Separate agreements**

6.9 Each Instrument of Acceptance given to the Supplier, in accordance with this Deed, will create a separate agreement between the Supplier and the Commonwealth of Australia represented by the relevant Commonwealth Entity, as the case requires, for the supply by the Supplier of the Offered Services to the relevant Commonwealth Entity.

7 **The Department not bound to order from the Supplier**

7.1 It is an express condition of this Deed that the Department is not obliged to place an Official Order with the Supplier and may at any time acquire the same or similar services to the Offered Services from any other entity.

8 **Offered Personnel**

8.1 Subject to this clause 8, the Supplier must ensure that the Offered Personnel are available to perform the Offered Services if required in an Official Order.

8.2 If the Offered Personnel become unavailable, the Supplier must:

   (a) notify the Department immediately; and

   (b) if requested by the Department, provide suitably qualified replacement personnel acceptable to the Department:

       (i) at no additional cost to the Department; and

       (ii) at the earliest opportunity.

8.3 At its sole discretion, the Department may require the Supplier to remove any Offered Personnel. The Supplier must, upon receipt of such notice, and at its own cost, promptly arrange for the removal of the personnel and for their replacement with personnel acceptable to the Department.

8.4 If the Supplier is unable to provide acceptable replacement personnel within a reasonable time the Department may terminate the Deed in accordance with clause 15 (Termination for breach).

9 **Requirements for meetings**

9.1 The Supplier must attend all meetings in connection with this Deed or the Services as reasonably required by the Department from time to time, including but not limited to:
(a) an initial meeting at the commencement of this Deed; and
(b) operational meetings to be held on a quarterly basis.

10 Reporting
10.1 The Supplier must provide the reports set out in Item 6 of Schedule 1 (Particulars).

11 Calculation of Fees
11.1 The total amount payable to the Supplier for the performance of the Services under an Official Order must be calculated according to the rates set out in Item 18 of Schedule 1.

12 Insurance
12.1 In connection with the provision of the Services, the Supplier must have and maintain:
(a) for the Term, valid and enforceable insurance policies for:
   (i) public liability;
   (ii) either professional indemnity or errors and omissions; and
   (iii) workers' compensation as required by law; and
(b) for seven years following the expiry or termination of the Contract, valid and enforceable insurance policies for either professional indemnity or errors and omissions,
in the amounts specified in Item 20 of Schedule 1.

Certificates of currency
12.2 The Supplier must, on request by the Department, provide certificates of currency and any other relevant confirmation of insurance documentation from its insurance brokers certifying that it has insurance as required by this clause.

13 Dispute resolution
13.1 If a dispute arises between the parties on any matter related to this Deed, the parties must first negotiate in good faith to resolve the dispute in a spirit of goodwill and compromise.
13.2 If a dispute is not resolved in accordance with clause 13.1, either party may give written notice to the other party specifying the dispute and requiring its resolution under this clause ("Notice of Dispute").
13.3 If the dispute is not resolved within 14 days of service of the Notice of Dispute ("Notice Period"), the dispute is by this clause submitted to mediation. The mediation must be conducted in the jurisdiction specified in clause 21 (Jurisdiction). The Institute of Arbitrators Australia Rules for the Mediation of Commercial Disputes as amended by this clause apply to the mediation, or such other rules as may be agreed by the parties, except where they conflict with this clause.
13.4 If the parties have not agreed upon the mediator and the mediator's remuneration within 14 days after the Notice Period the mediator is the person appointed by, and the remuneration of the mediator is the amount or rate determined by:
   (a) the President of the Law Society; or
   (b) the President's nominee, acting on the request of either party to the dispute.
13.5 The parties must pay the mediator's remuneration in equal shares. Each party must pay its own costs of the mediation.
13.6 This clause does not prevent any party from obtaining any injunctive, declaratory or other interlocutory relief from a court that may be urgently required.

13.7 Subject to clause 13.6, a party must not commence or maintain a court action or proceeding upon a dispute in connection with this Deed until the dispute has been submitted to mediation under this clause 13.

14 Termination for convenience
14.1 The Department may, at any time by written notice by the Contract Manager, terminate this Deed in whole or in part.

14.2 Termination of this Deed in whole under clause 14.1 will have the effect of terminating all Contracts formed under the Deed.

14.3 Termination of this Deed in part under clause 14.1 will have the effect of terminating only those Contracts, or parts of Contracts specified in the notice.

14.4 In the event that a Contract is so terminated the provisions set out in Contract clause 34 (Termination) will apply as if the Contract had been terminated under that clause.

14.5 The Supplier must do all reasonable acts to assist the Department in the orderly transition of the Services following termination of this Deed or a Contract, including performing its obligations under a transition-out plan agreed under clause 4.5.

15 Termination for breach
15.1 If the Supplier:

(a) fails to replace Offered Personnel in accordance with clause 8.3 (Offered Personnel); or
(b) is in Default in respect of a Contract or this Deed; or
(c) goes into liquidation or a receiver or receiver and Manager or mortgagee's or chargee's agent is appointed or, in the case of an individual, becomes bankrupt or enters into a scheme of arrangement with creditors,

the Department may at its discretion, by written notice by the Contract Manager, terminate this Deed and recover from the Supplier any loss or damage suffered by the Department, including but not limited to the costs of engaging a third party to complete the Services.

16 Assignment and novation
16.1 The Supplier must not assign, in whole or in part, its benefits under this Deed, or a Contract, without the prior written approval of the Department.

16.2 The Supplier must not consult with any other person or body for the purposes of entering into an arrangement that will require novation of this Deed or a Contract without the Department's prior written approval.

16.3 Without limiting any legislative provision, Commonwealth administrative action or other right, power or privilege and notwithstanding any other provision of this Deed, if the Department is restructured in any manner, the Department may in its absolute discretion assign or transfer this Deed to any Commonwealth Entity arising out of or in connection with such a restructure.

16.4 The Department or the Commonwealth Entity to which this Deed is assigned or transferred will notify the Supplier of any assignment or transfer under clause 16.3.
17 Variation

17.1 No agreement or understanding varying or extending this Deed will be legally binding upon either party unless in writing and signed by both parties.

18 Notices

18.1 A notice or other communication sent by the Department in connection with this Deed or a Contract ("Notice") has no legal effect unless it is in writing and signed by the Contract Manager, if in relation to this Deed, or by either the Contract Manager or the Project Officer in relation to a Contract.

18.2 In addition to any other method of service provided by law, the Notice may be:
   (a) sent by prepaid ordinary mail to the Address for Service of the addressee;
   (b) sent by facsimile to the facsimile number of the addressee;
   (c) sent by email; or
   (d) hand delivered at the address for service of the addressee.

18.3 A Notice must be treated as given to and received:
   (a) if sent by post on the 2nd Business Day (at the address to which it is mailed) after mailing;
   (b) if sent by facsimile before 5.00pm on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt;
   (c) if sent by email, on receipt of an electronic receipt of delivery; or
   (d) if otherwise delivered before 5.00pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.

18.4 Despite clause 18.2 a facsimile is not treated as given or received unless at the end of the transmission the sender's facsimile machine issues a report confirming the transmission of the number of pages in the Notice.

18.5 A Notice sent or delivered in a manner provided by clause 18.2 must be treated as validly given to and received by the party to which it is addressed even if:
   (a) the addressee has been liquidated or deregistered or is absent from the place at which the Notice is delivered or to which it is sent; or
   (b) the Notice is returned unclaimed.

19 Entire agreement

19.1 This Deed constitutes the entire agreement between the parties in relation to its subject matter and supersedes any previous agreements, negotiations or representations, either written or verbal, between the parties.

20 Severability

20.1 If anything in this Deed or a Contract is unenforceable, illegal or void then it is severed and the rest of this Deed remains in force.

21 Jurisdiction

21.1 This Deed is governed by the laws of the Australian Capital Territory.

21.2 The parties submit to the jurisdiction of the Supreme Court of the Australian Capital Territory and the Federal Court of Australia.
Execution

Executed as a DEED on this

SIGNED SEALED and DELIVERED for and
on behalf of THE COMMONWEALTH OF
AUSTRALIA by , National
Manager, Debt Management

who is an official authorised by the Department to enter into
contracts, in the presence of:

Signature of Authorised Officer

Signature of Witness

Name or witness (print)

SIGNED SEALED AND DELIVERED for
DUN & BRADSTREET (AUSTRALIA) PTY
LTD AS TRUSTEE FOR THE DUN &
BRADSTREET UNIT TRUST (ABN 72 256
863 039) by:

Name of Signatory (print)
in the presence of:

Signature of Signatory

Signature of Witness

Name or witness (print)
Schedule 1 (Particulars)

1 Description of Offered Services

s 47(1)

s 47E(d)

1.5 The Department’s customers come from a diverse range of backgrounds. The customers’ employment situation, age, cultural and education background are treated with respect and sensitivity when they are contacted. The Department expects all its customers to be treated in this way.

2 The Department’s Values and Legal Obligations

2.1 The Department is accountable to the Australian Government, policy departments and customers for both the integrity of our business processes and the social security system we administer.

2.2 The Department is committed to putting customers at the centre of our business and we aim to deliver prompt and efficient service and provide integrated services that suit customer circumstances. The Department’s staff act courteously, respectfully and accountably.

2.3 The Department has a strong privacy culture that ensures that the community can have confidence that their personal information is safe.

2.4 It is expected that the Supplier who act on behalf of the Department have the same values in providing exceptional service to customers, which achieve positive outcomes. The Supplier may be required to use different techniques to respectfully and sensitively manage and deal with a diverse range of customers and their needs. It will be important for the Supplier to demonstrate that they can provide a range of payment options; however the Department may wish to restrict these options. The Supplier will be required to change or amend components of the service they provide during the life of any contract awarded due to the Department or Government policies.

3 Scope of Work

3.1 The Supplier must provide the following services:

(a) recovery of outstanding debt with a value of $20.00 or more;
(b) provision of a service management operation;
(c) business management reporting;
(d) quarterly performance management review meetings;
(e) money management of recovered debts in accordance with all applicable legislation, guidelines and regulations of the Department; and
(f) meeting of security and privacy requirements.

4 Of Scope
4.1 The following items will not form any part of this requirement:
(a) recovery of debt with a value of less than $20.00; and
(b) commencement or management of litigation (including letters of demand or advice about the likelihood of success).

5 System Requirements
5.1 The Supplier must provide the data in an electronic format and in a format compatible with the Department’s systems so that it does not require manual intervention by the Department.

6 Testing Requirements and Implementation
6.1 The Department may require the Supplier to participate in system tests that meet the requirements of Contract clause 27 of the Deed. The Systems Testing Period will commence after the execution by the Parties of a deed of standing offer in the form of the Draft Deed.

6.2 The Supplier may be required to provide an implementation plan for the Systems Testing Period. The implementation plan is to be developed on consultation with and to the satisfaction of the Department. The Systems Testing Period may be a minimum of eight (8) weeks and must be completed to the Department’s satisfaction.

6.3 The Services and associated payments must not commence until the Systems Testing Period is completed to the Department’s satisfaction. The initial certification/accreditation by the Department is an implementation requirement for the Supplier to meet prior to performing the Services.

6.4 The Supplier cannot charge an additional fee for the Systems Testing Period.

7 Delivery of Services
7.1 Business rules established by the Department govern the processes for managing the Services, including the design and exchange of information between the Department and the Supplier. The Supplier will be required to comply with these business rules in the performance of the services. The Department expects that the business rules will require the following process for delivery of the Services:

(a) the allocation of debt to be recovered by the Supplier will be at the Department’s sole discretion;

(b) data is exchanged between the Department and the Supplier using an application supplied by the Department. Communication will be via the Internet, and limited to the Internet Protocol (IP) address of the Supplier;
7.2 The Supplier will be required to provide the Services in accordance with all relevant Australian standards and comply with the law and similar state and territory legislation), good industry practice and any relevant industry codes, policies and guidelines, including but not limited to:

(a) the *Competition and Consumer Act 2010 (Cth)*; and

8 Hours of Customer Contact

8.1 The Supplier must provide customer contact hours for the Department’s customers that are within Australian Competition and Consumer Commission (ACCC), Australian Securities and Investments Commission (ASIC) and State and Territory guidelines spanning:
   (a) at least a 12 hour timeframe Monday to Friday on business days;
   (b) at least a six (6) hour timeframe on Saturdays; and
   (c) any day that is not a Sunday or a national public holiday, where ‘national public holiday’ means a Commonwealth public service holiday throughout Australia promulgated in the Commonwealth of Australia Gazette.

8.2 Specific hours of operation must be approved by the Department before commencement of the Service and must not be varied without the Department’s prior approval.

9 Payment Mechanisms

9.1 The Supplier must provide a wide range of payment options to the Department’s customers, including at a minimum:
   (a) cheque or money order sent by post;
   (b) by Australia Post Billpay via:
       (i) over the counter service at any Australia Post outlet;
       (ii) the Australia Post IVR gateway; and
       (iii) the Internet;
   (c) via phone to a collector of the Contractor; and
   (d) by Internet using BPay.

10 Performance

10.1 The Department recognises that the achievement of the service objectives will require the establishment of a strong relationship with the Supplier.

10.2 The Department is seeking a long-term, performance-based relationship that promotes the provision of debt recovery services promptly, accurately and in a manner that is central to achieving effectiveness and efficiency goals. This includes, without limitation:
   (a) a commitment to superior recovery performance by the Supplier;
   (b) a business relationship developed to promote fair, open and honest business dealings;
   (c) the Department and the Supplier working cooperatively with a commitment to resolving issues in good faith;
   (d) a commitment by both the Department and the Supplier placing an emphasis on providing a high standard of customer service; and
   (e) the exchange of information and mutually open discussions leading to early identification and resolution of issues and maximised opportunities.

11 Customer Service / Complaints Management

11.1 The Department requires a dedicated Subject Matter Officer (SMO) to be provided by the Supplier to manage debt recovery, customer enquiries, disputes and
complaints for the duration of the contract. The Department will not provide accommodation or any other resources for the SMO.

11.2 The Department requires a dedicated Accounts Manager to be provided by the Supplier.

11.3 The Department requires that the SMO provide a Nationwide Local Rate or Freecall access to the Department’s customers, at no additional cost to the Department.

11.4 The Supplier must develop an approved training package, to be delivered to their staff prior to the commencement of services. The training package will need to address the Department’s policy and procedures together with relevant legislation. The training package will need to be approved by the Department.

12 Quality Assurance

12.1 The Supplier must have a Quality Assurance (QA) System applicable to relevant Debt Collection Standards. The QA System outline should take into account the fraud management (internal and external to the Department) and the Debt Management security measures supported by the QA System. The Supplier should also provide a control framework regarding QA which manages the process of treating customer complaints and minimises the risk of security breaches to meet the requirements of clauses 11 and 13, respectively, of Schedule 1 of this Deed.

13 Security

**IT Security**

13.1 The Supplier must comply with relevant areas of the Information Security Manual (ISM) which is obtainable at [http://www.asd.gov.au/infosec/ism/index.htm](http://www.asd.gov.au/infosec/ism/index.htm) and relevant areas of the Protective Security Policy Framework (PSPF) which will be provided to them by the Department.

13.2 Data will be exchanged between the Department and Supplier via the Internet. The Supplier must provide a secure electronic solution to enable data to be exchanged. The Supplier must supply the Department with a static Internet IP address, which is permanently allocated to the company, and can be used to restrict access to the data transfer application.

13.3 Notwithstanding the security provisions specified in this Deed, the Department’s data must not be stored by the Supplier outside Australia.

13.4 Data transfer will be performed using a Departmental supplied application, in accordance with the Department’s security requirements (see Contract clause 27 of Schedule 2 of the Deed). The Department may require the Supplier (at their own cost) to introduce new, or modify existing systems within their infrastructure before they are allocated collections.

13.5 The Supplier must support the accreditation of their system in accordance with the Department’s system accreditation standard. This accreditation will without limitation address the following matters:

(a) the Department’s information is not to be hosted on IT systems outside of Australia;

(b) the Department may terminate the contract if the Supplier fails to comply with the security provisions in the Contract or is unable to remedy any security breaches;

(c) no service or function that may require access to official information is to be sub-contracted to a different provider without written approval from the Department;
(d) the Supplier must disclose any potential conflicts of interest that would impact on security in the performance of functions or services on behalf of the Department;

(e) the Supplier's premises and facilities used to store official information must meet the minimum standards for the storage and handling of official information set out in the current version of the PSPF;

(f) the Supplier's IT systems must be able to meet the information security standards for the electronic processing, storage, transmission and disposal of official information set out in the current version of the ISM;

(h) the Supplier must be able to demonstrate to the Department that all Departmental information is deleted from its IT systems at the completion or termination of the Contract.

13.6 Where the Supplier has successfully undergone and IRAP accreditation with another Commonwealth Entity, that accreditation may be recognised by the Department where all documentation used to undertake that accreditation is made available to the Department.

Physical Security

13.7 The Supplier must have a secure environment for the storage of all customer details and the premises from which the Services will be performed, which must be:

(a) protected and kept secure against intruders, loss, unauthorised access, modification or any other misuse; and

(b) located in Australia.

13.8 The Supplier must provide the physical location where the storage of the customer details is maintained.
14 Requirements For Meetings

14.1 The Supplier must attend a meeting at the commencement of the Deed and operational meetings on a quarterly basis. These meetings will either be held at the Supplier’s or the Department’s premises at the Department’s discretion.

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16 Transition out plan

16.1 The Supplier may be required to negotiate a transition out plan with the Department within six (6) months after execution of a deed of standing offer. The Supplier will be required to comply with the approved transition out plan and to perform all reasonable acts to assist the Department in the orderly transition of the Requirement.

16.2 The transition plan should, at a minimum, cover:

(a) key activities, durations, milestones and dependencies;
(b) resource requirements;
(c) development of standard operating procedures;
(d) integration of systems and interfaces;
(e) information/training sessions;
(f) a risk management plan which identifies and mitigates transition risks; and
(g) seamless transition consistent with the Requirements and which ensures business continuity is not interrupted.

17 Offered Personnel

<table>
<thead>
<tr>
<th>Name</th>
<th>Service</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Contract Manager</td>
</tr>
<tr>
<td></td>
<td>Executive Sponsor \ Director</td>
</tr>
<tr>
<td></td>
<td>National Operations Manager</td>
</tr>
<tr>
<td></td>
<td>National Capability Manager</td>
</tr>
</tbody>
</table>

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19 Contract Manager

<table>
<thead>
<tr>
<th>Contract Manager's Name</th>
<th>Contract Manager's Position</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Contract Manager, Business Support and Planning</td>
</tr>
</tbody>
</table>

21 Commencement Date

21.1 The Commencement Date of the Deed is the date this Deed is executed.

23 Term of extension

23.1 The Deed may be extended for two periods of one (1) year each in accordance with clause 3 (Option to extend) of the Deed.

24 Address for service

<table>
<thead>
<tr>
<th>The Address for Service in relation to the Department is:</th>
<th>PO Box 7788, Canberra BC ACT 2610</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Address for Service in relation to the Supplier is:</td>
<td>PO Box 7405, Melbourne VIC 3004</td>
</tr>
</tbody>
</table>
Schedule 2 (Contract Terms and Conditions)

1 Definitions and interpretation

Definitions

1.1 In a Contract, unless the contrary intention appears:

‘Annexure’ means any document annexed to a Contract;

‘Auditor-General’ means the office established by section 7 of the Auditor-General Act 1997 (Cth);

‘Australian Accounting Standard’ means:

(a) an instrument in force under section 334 of the Corporations Act 2001 (Cth); or

(b) a provision of such an instrument as it so has effect;

‘Australian Privacy Principles’ means the Australian Privacy Principles set out in Schedule 1 (Particulars) of the Privacy Act 1988 (Cth);

‘Commencement Date’ means the date specified in Item 3 of the Official Order for the commencement of the Contract;

‘Commonwealth’ or ‘Cth’ means the Commonwealth of Australia;

‘Commonwealth Entity’ means:

(a) a Commonwealth entity within the meaning of section 10 of the Public Governance, Performance and Accountability Act 2013 (Cth); or

(b) a Commonwealth company within the meaning of section 89 of the Public Governance, Performance and Accountability Act 2013 (Cth);

‘Completion Date’ means the date specified in Item 4 of the Official Order for the completion of the Contract;

‘Confidential Information’, in relation to a Party, means:

(a) information that is by its nature confidential;

(b) information provided on a confidential basis;

(c) information that a Party knows or ought to know is confidential; and

(d) the information described in Schedule 4 (Confidential Information of the parties);

and, in the case of the Department, includes:

(e) Personal Information; or

(f) Protected Information;

‘Contract’ means a contract formed under clause 6 (Formation of Contracts—placement of Official Orders) of the Deed and includes any Annexure;

‘Contract clause’ means a clause of this Schedule 2;

‘Contract Material’ means any material brought into existence as part of, or for the purpose of performing the Services, or as an outcome of the Services and includes but is not limited to documents, equipment, information or data stored by any means;
‘Contract Term’ commences on the date specified in Item 3 of the Official Order and terminates on the date specified in Item 4 of the Official Order;

‘Deed’ means the Deed of Agreement between the Department and Dun & Bradstreet (Australia) Pty Ltd as Trustee for the Dun & Bradstreet Unit Trust numbered D261;

‘Department’ means the Commonwealth of Australia acting through, and represented by, the Department of Human Services;

‘Department Material’ means any material:
   (a) owned by or in the possession of the Department; or
   (b) that is Confidential Information of the Department; or
   (c) which the Department has or acquires a licence to use; and
   (d) which is provided by the Department to the Supplier for the purposes of this Contract, including, but not limited to, documents, equipment, software, goods, information or data stored by any means;

‘Department Property’ means any property, real or personal, tangible or intangible, owned or in the possession of the Department;

‘Fees’ means the total amount to be paid by the Department to the Supplier for the provision of Services under a Contract;

‘Full Time Equivalent’ has the meaning defined by the Australian Bureau of Statistics;

‘GST’ means a tax in the nature of a supply or goods and services tax levied or imposed by the Commonwealth of Australia including a tax levied or imposed by:
   (a) A New Tax System (Goods and Services Tax Imposition - Customs) Act 1999 (Cth);
   (b) A New Tax System (Goods and Services Tax Imposition - Excise) Act 1999 (Cth); or
   (c) A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (Cth);

‘Intellectual Property’ means all know-how, copyright, and all rights in relation to inventions, registered and unregistered trade marks (including service marks), registered designs, and circuit layouts, trade secrets and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

‘Invoice’ means an invoice that is:
   (a) a correctly rendered tax invoice submitted in accordance with Contract clause 5 (Invoices); and
   (b) for amounts that are correctly calculated and due for payment and payable under the terms of this Contract;

‘Law Society’ means the law society, however it is called, for the State or Territory specified in Item 13 of the Official Order;

‘Moral Rights’ means the right of attribution, the right against false attribution and the right of integrity of authorship as defined in the Copyright Act 1968 (Cth);

‘PAYG’ means the comprehensive system for reporting and paying income tax instalments (such as company tax and provisional tax) and withholding
obligations (such as group tax) administered by the Australian Taxation Office;

'Personal Information' means information or an opinion about an identified individual, or an individual who is reasonably identifiable:
(a) whether the information or opinion is true or not; and
(b) whether the information or opinion is recorded in a material form or not;

'Personnel' means a party’s employees, agents, contractors or advisors or statutory office holders engaged in the performance or management of this Contract;

'Privacy Commissioner' means the officer appointed as the Privacy Commissioner under an Act of Parliament, or his or her successor;

'Project Officer' means, in relation to a Contract, the person holding, occupying or performing the duties of the position or functions specified in Item 9 of the Official Order or any other position or function specified by the Department for the purposes of that Contract;

'Protected Information' means information or an opinion (including information or an opinion forming part of a database) which is protected by any provision of an Act, regulation or other legislative instrument which requires secrecy or confidentiality in dealing with information which is part of this Contract, including but not limited to:
(a) sections 70 and 79 of the Crimes Act 1914;
(b) sections 476.1 to 478.4 inclusive of the Criminal Code (Cth);
(c) section 12ZU and sections 351 to 353 inclusive and sections 357 to 360 inclusive of the Student Assistance Act 1973;
(d) sections 202 to 206 inclusive of the Social Security (Administration) Act 1999;
(e) sections 162 to 165 inclusive and section 170 of A New Tax System (Family Assistance) (Administration) Act 1999;
(f) section 130 of the Health Insurance Act 1973; and
(g) section 135A of the National Health Act 1953;

'Protective Security Policy Framework' or 'PSPF' means the Australian Government's policy framework found at https://www.protectivesecurity.gov.au/Pages/default.aspx;

'Services' means the part of the Offered Services specified in Item 5 of an Official Order;

'Specified Personnel' means, those of the Offered Personnel specified in Item 6 of an Official Order;

'Supplier' includes where the context allows, the Personnel of the Supplier;

'Supplier Material' means any material which the Supplier:
(a) owns; or
(b) has the right to use at the Commencement Date; and
(c) which is used by the Supplier in the provision of the Services;

'Third Party Interest' means any legal or equitable right, interest, power or remedy in favour of any person other than the Department or the Supplier in
connection with the Contract, including, without limitation, any right or
possession, receivership, control or power of sale, and any mortgage, charge,
security or other interest.

Interpretation

1.2 Unless the contrary intention appears, a reference to:
   (a) one gender includes the other;
   (b) the singular includes the plural and vice versa;
   (c) a person includes a body corporate;
   (d) a party includes the party's executors, administrators, successors and
       permitted assigns;
   (e) a statute, regulation or provision of a statute or regulation ('Statutory
       Provision') includes:
       (i) that Statutory Provision as amended or re-enacted from time to time, and
       (ii) a statute, regulation or provision enacted in replacement of that
            Statutory Provision;
   (f) money is to be stated in Australian dollars, unless otherwise stated;
   (g) time is to be stated as Australian Eastern Standard Time, unless otherwise
       stated.

1.3 'Including' and similar expressions are not words of limitation.

1.4 Where a word or expression is given a particular meaning, other parts of speech
and grammatical forms of that word or expression have a corresponding meaning.

1.5 Headings are for convenience only and do not form part of this Contract or affect its
interpretation.

1.6 A provision of this Contract must not be construed to the disadvantage of a party
merely because that party was responsible for the preparation of the Contract or the
inclusion of the provision in the Contract.

1.7 If an act must be done on a specified day that is not a Business Day, it must be
done instead on the next Business Day.

1.8 If a party consists of more than 1 person, this Contract binds each of them
separately and any 2 or more of them jointly.

1.9 An obligation, representation or warranty in favour of more than 1 person is for the
benefit of them separately and jointly.

1.10 A party that is a trustee is bound both personally and in its capacity as a trustee.

1.11 Any undefined terms have the same meanings as in the Deed.

1.12 To the extent that there is an inconsistency between a provision in any of the
documents comprising the Contract and another provision in any of them or
between a provision in any of these documents and a provision in any other
document referred to in any of them:
   (a) a specific provision takes precedence over a general provision; and
   (b) otherwise, to the extent necessary to resolve the inconsistency, the following
       order of precedence applies:
       (i) Contract clauses 1 to 56;
(ii) the Official Order;
(iii) any Annexures (with lower numbered Annexures having precedence over a higher numbered Annexures).

2 Contract Term

2.1 The Contract commences on the date specified in Item 3 of the Official Order and terminates on the date specified in Item 4 of the Official Order.

Invoicing and payment

3 Fees

3.1 The total amount of Fees payable to the Supplier for the performance of the Services will be the amount specified in Item 7 of an Official Order.

4 Allowances

4.1 The Department will only reimburse the Supplier for any travel, accommodation and associated expenses if those expenses:

(a) are approved in writing by the Contract Manager before any cost has been incurred; and
(b) do not exceed the Department Non-SES travel and accommodation rates, as amended from time to time.

5 Invoices

5.1 The Supplier must submit Invoices to the Contract Manager at the times, and to the address, specified in Item 8 of an Official Order. Each Invoice must specify:

(a) the Official Order number and the Services to which the Invoice relates; and
(b) any other information required by the Department.

5.2 If requested by the Department to do so the Supplier must provide documentary evidence for the amounts claimed.

5.3 The Department agrees to pay the Supplier the Fees for Services completed to the satisfaction of the Department within 30 days after receipt by the Department of a correctly rendered Invoice. If this period ends on a Business Day, payment is required on the next Business Day.

5.4 The Department is not required to make any payment to the Supplier in the absence of a correctly rendered Invoice. Accordingly, an Invoice that includes amounts that are not properly payable under the Contract or are incorrectly calculated is not a correctly rendered Invoice and the Department is not required to make any payment in respect of that Invoice.

5.5 If the Department disputes an Invoice, the Department:

(a) must pay the undisputed part of the Invoice; and
(b) may withhold payment of any disputed amount until the matter is resolved.

6 Interest

6.1 This Contract clause 6 only applies where:

(a) the Supplier is a Small Business;
(b) the value of this Contract is not more than $1 million (GST inclusive); and
(c) the amount of the interest payable exceeds $10.

6.2 The Department will pay interest on late payments to the Supplier as follows:
(a) for payments made by the Department 30 days and up to 60 days after the amount became due and payable, only where the Supplier issues a correctly rendered invoice for the interest; or
(b) for payments made by the Department more than 60 days after the amount became due and payable, the Department will pay the interest accrued together with the payment.

6.3 Interest payable under this Contract clause 6 will be simple interest on the unpaid amount at the General Interest Charge Rate, calculated in respect of each day from the day after the amount was due and payable, up to and including the day that the Department effects payment as represented by the following formula:

\[ SI = UA \times GIC \times D \]

where:
- \( SI \) = simple interest amount;
- \( UA \) = the unpaid amount;
- \( GIC \) = General Interest Charge Rate daily rate; and
- \( D \) = the number of days from the day after payment was due up to and including the day that payment is made.

6.4 In this Contract clause 6:
(a) ‘General Interest Charge Rate’ means the general interest charge rate determined under section 8AAD of the Taxation Administration Act 1953 on the day payment is due, expressed as a decimal rate per day; and
(b) ‘Small Business’ means an enterprise that employs less than the full time equivalent of 20 persons on the day that the Contract is entered into. If the enterprise is an ‘associated entity’ as defined in section 50AAA of the Corporations Act 2001, this test is applied to the group of associated entities as a whole.

7 GST-inclusive prices
7.1 The Fees have been calculated having regard to GST and reflects the GST-inclusive market value of any supply made under this agreement. The Supplier is not entitled to recover any additional amount on account of GST from the Department.

7.2 The Supplier must issue a tax invoice to the Department in respect of each payment of the price (and out of pocket expenses) at or before the time that payment is due.

7.3 The Supplier warrants that the amounts referred to in any tax invoice given by it to the Department correctly reflect the GST payable on the relevant supply.

8 Additional consideration to cover out-of-pocket expenses
8.1 If the party makes a payment to the other party to compensate the other party for any out-of-pocket expense incurred in connection with supplies made under this Contract, the amount payable equals the cost of the expense less the input tax credit claimed by the other party plus GST (where the supplies made under the contract are taxable supplies).
9 Electronic payment

9.1 The Supplier acknowledges that the Department’s method of payment will be by electronic funds transfer direct to the Supplier’s bank account.

9.2 During the Contract Term the Supplier must maintain a Supplier’s bank account for the purpose of receiving electronic funds transfer by way of payment by the Department under the Contract.

9.3 Unless the contrary is shown, payment will be deemed to have been made on the date the Department instructs its bank that funds are to be transferred.

9.4 The Department must forward a Remittance Advice to the Supplier when it instructs its bank to make an electronic funds transfer to the Supplier’s bank account.

9.5 The Supplier warrants that the payment details of the Supplier’s bank account as may be notified from time to time are true and correct.

9.6 The Supplier must notify the Department of a change of the Supplier’s bank account no later than 14 days before a payment by the Department is due (‘the Cut-off Date’).

9.7 The Department will not be liable to make any additional or interim payments where details of the Supplier’s bank account are:
   (a) incorrectly notified by the Supplier; or
   (b) notified under Contract clause 9.5 after the Cut-Off Date for that payment.

9.8 The Department will use its best endeavours to trace any payment directed by it to the Supplier’s bank account that miscarries and ensure that the amount of the payment is promptly credited after the miscarriage of the payment comes to its attention.

Provision of the Services and other responsibilities of the Supplier

10 Provision of the Services

10.1 The Supplier warrants that it has the requisite skills, qualifications and experience to perform the Services.

10.2 In providing the Services, the Supplier must:
   (a) liaise with and report to the Contract Manager as provided for in Contract clause 12.1; and
   (b) subject to Contract clause 10.3, complete the Services to the Department satisfaction by the Completion Date.

10.3 The Department reserves the right to require minor variations to an Official Order at no additional cost to the Department provided such variations require no greater expenditure of time or resources by the Supplier or the Specified Personnel.

11 Responsibilities of the Supplier

11.1 Without limiting any other provision of this Contract, the Supplier must at all times during its engagement:
   (a) be just and faithful in all transactions relating to the Department and show the utmost good faith in performing the Services;
(b) give to the Department a just and faithful account of those transactions and also upon every reasonable request give a full and correct explanation of them to the Department;

(c) not at any time intentionally do anything which directly or indirectly may impair or be likely to impair the good name and reputation of the Department or its operations;

(d) at all times maintain a Quality Assurance System applicable to the relevant debt collection standards;

(e) at all times act in a professional and responsible manner having regard to the reputation and standing of the Department;

(f) comply with any other reasonable requirements and all applicable policies, as advised by the Department from time to time; and

(g) meet all relevant Australian standards and comply with the law, good industry practice and any relevant industry codes, policies and guidelines, including but not limited to:

(i) the Competition and Consumer Act 2010 (Cth); and


11.2 The Supplier must carry out its obligations under this Contract and provide the Services at all times in a professional manner.

12 Contract Manager

12.1 The Supplier must liaise with and report to the Contract Manager in the manner and at the times notified by the Department.

12.2 The Supplier may nominate from time to time a person who has authority to receive and sign notices and written communications for the Supplier under this Contract and accept any request or direction in relation to the Services. The Supplier may vary this nomination by written notice.

13 Financial viability

13.1 The Department may from time to time undertake a financial viability assessment of the Supplier or commission a third party ("Nominee") to undertake a financial viability assessment on the Department's behalf. The Department will notify the Supplier if a Nominee is to undertake a financial viability assessment of the Supplier.

13.2 The Supplier must:

(a) provide to the Department and any Nominee on request all information the Department or the Nominee reasonably requires to satisfy itself that the Supplier is financially viable and has the financial capacity to provide the Services and to otherwise meet its obligations under this Contract; and

(b) otherwise assist the Department and any Nominee as reasonably necessary in relation to a financial viability assessment.
14 Access to Supplier's premises
14.1 The Supplier must give the Contract Manager and/or persons nominated by that person, reasonable access to the premises where the Services are being undertaken to inspect the performance of the Services and any Contract Material or other material relevant to the Services.

15 Access to documents
15.1 In this Contract clause, 'document' and 'Commonwealth contract' have the same meaning as in the Freedom of Information Act 1982 (Cth).
15.2 The Supplier acknowledges that this Contract is a Commonwealth contract.
15.3 Where the Department has received a request for access to a document created by, or in the possession of, the Supplier or any subcontractor that relates to the performance of this contract (and not to the entry into the contract), the Department may at any time by written notice require the Supplier to provide the document to the Department and the Supplier must, at no additional cost to the Department, promptly comply with the notice.
15.4 The Supplier must include provisions in any subcontract relating to the performance of this Contract that will enable the Supplier to comply with its obligations under this Contract clause 15.

16 Specified Personnel
16.1 Subject to this Contract clause 16, the Supplier must ensure that only the Specified Personnel perform the Services.
16.2 If the Specified Personnel are unavailable, the Supplier must:
   (a) notify the Department immediately; and
   (b) if requested by the Department, provide suitably qualified replacement personnel acceptable to the Department:
      (i) at no additional cost to the Department; and
      (ii) at the earliest opportunity to ensure that the Completion Date is not adversely affected.
16.3 At its sole discretion, the Department may require the Supplier to remove any Specified Personnel from the performance of the Services. The Supplier must, upon receipt of such notice, and at its own cost, promptly arrange for the removal of the personnel and for their replacement with personnel acceptable to the Department.
16.4 If the Supplier is unable to provide acceptable replacement personnel within a reasonable time the Department may terminate the Contract in accordance with Contract clause 35 (Termination for Default).

17 Subcontracting
17.1 The Supplier must not subcontract any part of the Services without the Department's prior written approval and as far as practicable ensure that all subcontracts impose obligations on the subcontractors equivalent to the obligations under this Contract clause 17.1.
17.2 Without limiting this clause 17, the Supplier must ensure that the subcontractor's personnel are competent and have the skills, qualifications, licences, training, expertise and experience to perform the work for which they will be engaged.
17.3 If the Supplier enters into any subcontract under this Contract, the subcontract arrangement must contain a provision requiring the subcontractor to comply with the Supplier's privacy obligations set out in Contract clause 28 (Privacy).

17.4 In approving the subcontracting of the Services, the Department may, in its absolute discretion, impose any terms or conditions to that approval.

17.5 Notwithstanding any subcontract, the Supplier remains fully responsible for performing its obligations under the Contract.

17.6 The Supplier must not enter into a subcontract arrangement under this Contract with a subcontractor named by the Director of Affirmative Action as an employer not complying with the Workplace Gender Equality Act 2012 (Cth).

18 Work health and safety

Work Health and Safety Obligations

18.1 Without limiting the overarching obligations to comply with the Work Health and Safety Act 2011 (Cth) or any state or territory law applicable to work health and safety ('WHS Law'), at all times in performing its obligations under this Contract the Supplier must:

(a) provide the Services to or on behalf of the Department in a safe manner that is without risk to the health, safety and welfare of any person and that eliminates health and safety risks so far as reasonably practicable;

(b) comply with its own obligations under WHS Law concerning the safety of workers and workplaces and assist the Department to meet its obligations under the WHS Law;

(c) consult, cooperate and coordinate with the Department as required by WHS Law applicable to the provision of the Services and notify the Department of any health and safety risk or incidents as soon as they become known to the Supplier;

(d) comply with any reasonable directions of the Department; and

(e) if under WHS Law there is a requirement for a person who is providing the Services to be licensed, authorised, qualified, trained or skilled, the Supplier must ensure that the person has the appropriate current licence, authorisation, training or the necessary skills to provide the Services safely.

Management of Work Health and Safety Risk

18.2 If requested by the Department, before the Supplier provides the Services it will prepare and provide to the Department a Work Health and Safety Plan ('WHS Plan') to document the process and procedures it will implement to ensure compliance with Contract clause 18.1.

18.3 The Supplier must implement any WHS plan provided to the Department under Contract clause 18.2 and a failure to do so will constitute a breach of this Contract giving rise to the Department's right to terminate for default under Contract clause 35 (Termination for Default).

19 Supplier's employee entitlements

19.1 The Supplier is responsible for ensuring the adequacy of any workers' compensation for its employees including the Specified Personnel and is responsible for the payment of any sick pay, holiday pay, PAYG, fringe benefit tax, payroll tax, superannuation and other statutory charges. The Supplier may not recover the cost of any employee entitlements from the Department.
19.2 The Supplier must ensure it complies with any judicial decision made against it in respect of its employees in Australia (not including a decision under appeal) relating to employee entitlements and pay or resolve the claim.

19.3 If any fine, penalty or other charge is imposed on the Department as a result of the Supplier's noncompliance with Contract clause 19.1, the Supplier indemnifies the Department in respect of that fine, penalty or other charge.

20 Negation of employment, partnership and agency
20.1 The Supplier must not represent itself, and must ensure that its employees do not represent themselves, as being employees, partners or agents of the Department.

20.2 The Supplier must not by virtue of this Contract be or for any purpose be deemed to be an employee, partner or agent of the Department.

21 Contract Material
21.1 Ownership of all Contract Material vests in the Department on its creation.

21.2 The Supplier must execute all documents and do all acts and things required by the Department to give effect to Contract clause 21.1.

**Intellectual property**

22 Existing Intellectual Property
22.1 This Contract does not assign the Intellectual Property of either party existing as at the date specified in Item 3 of the Official Order.

22.2 Neither party may assert ownership of any part or all of the other party's Intellectual Property existing as at the date specified in Item 3 of the Official Order.

23 Intellectual Property in Contract Material
23.1 The Supplier transfers to the Department all title to and assigns to the Department all Intellectual Property rights in the Contract Material created by the Supplier in the course of providing the Services.

23.2 The Supplier must do all things necessary (including where requested by the Department, ensuring that an approved subcontractor or other person enters into a deed of assignment with the Department in respect of the Intellectual Property rights mentioned in Contract clause 23.1) to confirm that ownership of those Intellectual Property rights passes to the Department on the date the Intellectual Property rights were created.

24 Protection of the Department's rights
24.1 The Supplier must not at any time do anything or cause anything to be done that would prejudice the Department's right, title and interest in any of the Department's Intellectual Property rights.

25 Licence of Supplier Material
25.1 The Supplier grants to the Department a worldwide, nonexclusive, royalty free and irrevocable licence to use, reproduce, maintain, support and modify all Supplier Material solely in connection with the conduct of the Department's operations.

25.2 The licence granted in Contract clause 25.1 will take effect on the date on which the Supplier Material is first used by the Supplier to perform the Services without the need for the parties to effect any further documentation.
Moral rights

26 Moral Rights

26.1 To the extent permitted by the applicable laws and for the benefit of the Department, the Supplier:

(a) consents to the use by the Department of the Material for the Specified Acts even if the use may otherwise be an infringement of the Supplier’s Moral Rights; and

(b) must use its best endeavours to ensure that each author of the Material (including any personnel of the Supplier and any subcontractors) consents in writing to the use by the Department of the Material for the Specified Acts even if the use would otherwise be an infringement of their Moral Rights.

26.2 In this Contract clause 26, the ‘Specified Acts’ are:

(a) failure to identify the authorship of any Material, or any content of the Material (including without limitation literary, artistic, dramatic and musical works and cinematographic films as defined by the Copyright Act 1968 (Cth));

(b) materially altering the content, format, colours, layout or style of any Material;

(c) reproducing, communicating, adapting, publishing or exhibiting any Material without attributing the authorship; and

(d) adding any additional content or information to any Material.

Protection of information and assets

27 Security requirements of the Supplier—compliance with the Protective Security Policy Framework

General compliance with the Protective Security Policy Framework

27.1 The Supplier acknowledges that the Department must comply with the Australian Government Protective Security Policy Framework (‘PSPF’).

27.2 Nothing in this Contract clause 27 derogates from or limits obligations and rights set out elsewhere in this Contract.

27.3 The Supplier must, and must ensure that its Personnel and contractors, comply with:

(a) all relevant requirements of the PSPF, including the plans and protocols of the Department, in its application to Personnel, information and asset security;

(b) the Department’s security policies; and

(c) any other security requirements that are notified by the Department to the Supplier. Such other security requirements must be complied with from the date specified in the notice, or if none is specified, within five (5) Business Days of receipt of the notice.

27.4 The Supplier acknowledges that any Conflict of Interest that may impact upon compliance with the PSPF or the security requirements of this clause generally, must be disclosed under Contract clause 52 (Conflict of interest).
Information security

27.5 The Supplier must ensure that all Department Material it gains access to is protected at all times from:
(a) unauthorised access or disclosure arising from an act or omission of either the Supplier or the Specified Personnel;
(b) use by a third party (including subcontractors); and
(c) misuse, alienation, transmittal, processing, damage or destruction by any person.

27.6 The Supplier must ensure that only persons with a legitimate need to know information contained in Departmental Material have access to it. A legitimate need to know means in this Contract clause 27 that without access, Personnel of the Supplier would be hindered in the proper or efficient performance of their duties.

27.7 The Supplier acknowledges that Department Material acquired by it is not to be disclosed, published or communicated to any unauthorised person in any form either during or after service with the Commonwealth.

27.8 Department Material provided to the Supplier is only to be used for the purpose of delivering the services described in this contract and is not to be used for any other purpose.

27.9 If the Department considers that the Supplier's premises, business systems or Personnel do not meet the requirements of this Contract clause 27, or present a risk of unauthorised access to Department Material, the supplier must remedy any security risks identified by the Department. Without limiting this clause, the Department may require the Supplier (at the Supplier's cost) to introduce new, or modify existing systems within its infrastructure before it is allocated collections.

27.10 The Supplier must comply with directions given by the Department in relation to the storage, transfer or destruction of Department Material.

27.11 The Supplier must promptly notify the Department of any actual or suspected security incidents or breaches which may have resulted in unauthorised access or use of Department Material.

27.12 The Supplier is subject to an ongoing obligation of confidence in relation to Department Material following the completion of services delivered under this contract and must maintain the protective security measures over the Department Material described in this Contract clause 27.

27.13 Without limiting this Contract clause 27, the Supplier must:
(a) provide a secure electronic solution to enable data to be exchanged; and
(b) provide the Department with a static Internet IP address.

Property security

27.14 Where it has access to Department Property, the Supplier must establish and maintain an appropriate physical security environment for the protection of that Department Property from damage or loss.

27.15 An appropriate physical security environment protects against unauthorised access to Department Property, including premises, and maintains evidence of access to Department Property and premises.

Personnel security

27.16 When using the Department's premises or Department Property, the Supplier must ensure that the Specified Personnel and its Personnel comply with the
Department’s procedures and directions relating to safety and security, including work health and safety requirements.

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28 Privacy

28.1 Subject to Contract clause 30 (Confidential Information), in performing the Services, the Supplier must:

(a) collect, use and disclose Personal Information only to the extent necessary to perform the Services;

(b) take all reasonable steps to ensure that Personal Information in its possession or control in connection with this Contract is protected against loss and unauthorised use, access, modification or disclosure;

(c) comply with, and at all times act in a manner consistent with the Australian Privacy Principles including:

(i) developing systems and procedures to enable the Supplier to comply with the Australian Privacy Principles; and

(ii) maintaining records of the Personal Information held by the Supplier in connection with the Contract;

(d) ensure that its employees, agents and subcontractors and any other person who may have access to Personal Information held by the Supplier is aware of and undertakes to act in a manner consistent with the Australian Privacy Principles;

(e) comply with Australian Privacy Principle 8 in the event of cross-border disclosure of personal information;

(f) refrain from any action which would result in the Department being in breach of the Privacy Act 1988 (Cth), or which would be likely to be considered a breach of the Act had the action been undertaken by the Department;

(g) cooperate with demands or enquiries made by the Privacy Commissioner; and

(h) comply as far as practical with any reasonable direction by the Contract Manager to observe any recommendation of the Privacy Commissioner relating to any behaviour of the Supplier that the Privacy Commissioner considers a breach of the Privacy Act 1988 (Cth) or this clause.

29 Handling of complaints

29.1 The Department will handle any complaints alleging an interference with the privacy of an individual related to the Services as follows:

(a) where the Department receives a complaint, it will immediately notify the Supplier and provide sufficient details for the Supplier to minimise the breach or prevent further breaches of any obligations of confidentiality; or

(b) where the Supplier receives a complaint it must immediately notify the Department of the complaint but must not release to the Department
Confidential Information concerning the complainant without that person’s permission.

29.2 If the Supplier fails to remedy any breach of its obligations of confidentiality within 14 days of:
(a) a notice from the Department under Contract clause 29.1(a); or
(b) receiving a complaint under Contract clause 29.1(b),
the Department may immediately terminate the Contract in accordance with Contract clause 35 (Termination for Default).

30 Confidential Information

Confidential Information not to be disclosed

30.1 Subject to Contract clause 30.5, a Party must not, without the prior written consent of the other Party, use or disclose any Confidential Information of the other party.

30.2 In giving written consent to use or disclose the Department’s Confidential Information, the Department may impose such conditions as it thinks fit, and the Supplier agrees to comply with these conditions.

Written undertakings

30.3 The Department may at any time require the Supplier to arrange for:
(a) its Personnel; or
(b) any person with a Third Party Interest,
to give a written undertaking in the form of a deed relating to the use and nondisclosure of the Department’s Confidential Information.

30.4 If the Supplier receives a request under Contract clause 30.3, it must promptly arrange for all such undertakings to be given.

Exceptions to obligations

30.5 The obligations on the parties under this Contract clause 30 will not be taken to have been breached to the extent that Confidential Information is disclosed for one or more of the following:
(a) by a party to its Personnel or employees in order to comply with obligations, or to exercise rights, under this Contract;
(b) to a party’s Personnel to enable effective management or auditing of contract-related activities, or to facilitate disclosure in accordance with Contract clauses 30.5(c) and 30.5(d);
(c) by the Department to its Minister;
(d) by the Department in response to a request of a House or a Committee of the Parliament of the Commonwealth of Australia;
(e) by the Department within the Commonwealth or with another Commonwealth Entity, where this serves the Commonwealth’s legitimate interests;
(f) to a Commonwealth Entity for the purposes of clause 6 (Formation of Contracts—placement of Official Orders) of the Deed;
(g) is authorised or required by law to be disclosed, or
(h) is in the public domain otherwise than due to a breach of this Contract clause 30.
Obligation on disclosure

30.6 Where a party discloses Confidential Information to another person:
   (a) pursuant to Contract clauses 30.5(a) or 30.5(b), the disclosing party must:
       (i) notify the receiving person that the information is Confidential Information; and
       (ii) not provide the information unless the receiving person agrees to keep the information confidential; or
   (b) pursuant to Contract clauses 30.5(c) and 30.5(d), the disclosing party must notify the receiving party that the information is Confidential Information.

Additional Confidential Information

30.7 The Parties may agree in writing after the Commencement Date that certain information is to constitute Confidential Information for the purposes of this Contract. Where this arises Schedule 4 (Confidential Information of the parties) is to be amended to specify that information.

Period of confidentiality

30.8 The obligations under this Contract clause 30 continue, notwithstanding the expiry or termination of this Contract in relation to an item of information described in Schedule 4 (Confidential Information of the parties), for the period, set out in that schedule in respect of that item.

No reduction in privacy obligations

30.9 Nothing in this Contract clause 30 derogates from any obligation which the Supplier may have under the Privacy Act 1988 (Cth) as amended from time to time, or under this Contract, in relation to the protection of personal information.

31 Collection of information

31.1 The Supplier may only collect information on behalf of the Department at the request and under the strict directions of the Contract Manager.

Liability

32 Indemnities

32.1 The Supplier indemnifies the Department from and against:
   (a) all losses incurred by the Department;
   (b) all liabilities incurred by the Department; and
   (c) all legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by the Department in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal)
      arising directly or indirectly as a result of or in connection with:
   (d) any negligence, wilful or unlawful act or omission by the Supplier, or its Personnel, in connection with this Contract;
   (e) any breach or non-performance by the Supplier of its obligations under this Contract;
   (f) any misuse or disclosure by the Supplier, or its Personnel, of Personal Information;
(g) the use by the Department of the Contract Materials or any Supplier Material licensed to the Department under Contract clause 25.1 (Licence of Supplier Material);

(h) any infringement of third party Intellectual Property rights by the Supplier, or its Personnel, in the course of, or incidental to, performing the Services.

32.2 The Supplier must pay to the Department all liabilities, costs and other expenses referred to in Contract clause 32.1, whether or not the Department has paid or satisfied them.

32.3 The Supplier's liability to indemnify the Department under this Contract clause shall be reduced proportionally to the extent that any act or omission of the Department or its employees or agents contributed to the loss or liability.

**Dispute resolution, termination and default**

33 Dispute resolution

33.1 If a dispute arises between the parties on any matter related to this Contract, the parties must first negotiate in good faith to resolve the dispute in a spirit of goodwill and compromise.

33.2 If a dispute is not resolved in accordance with Contract clause 33.1, either party may give written notice to the other party specifying the dispute and requiring its resolution under this Contract clause ("Notice of Dispute").

33.3 If the dispute is not resolved within 14 days of service of the Notice of Dispute ("Notice Period"), the dispute is by this Contract clause submitted to mediation. The mediation must be conducted in the jurisdiction specified in Item 13 of the Official Order. The Institute of Arbitrators Australia Rules for the Mediation of Commercial Disputes as amended by this Contract clause apply to the mediation, or such other rules as may be agreed by the parties, except where they conflict with this Contract clause.

33.4 If the parties have not agreed upon the mediator and the mediator’s remuneration within 14 days after the Notice Period the mediator is the person appointed by, and the remuneration of the mediator is the amount or rate determined by:

(a) the President of the Law Society; or

(b) the President's nominee, acting on the request of either party to the dispute.

33.5 The parties must pay the mediator’s remuneration in equal shares. Each party must pay its own costs of the mediation.

33.6 This Contract clause does not prevent any party from obtaining any injunctive, declaratory or other interlocutory relief from a court that may be urgently required.

33.7 Subject to Contract clause 33.6, a party must not commence or maintain a court action or proceeding upon a dispute in connection with this Contract until the dispute has been submitted to mediation under this Contract clause 33.

34 Termination

34.1 The Department may, at any time by written notice, terminate this Contract in whole or in part. If this Contract is so terminated, the Department is liable only for:

(a) payments for Services rendered before the effective date of termination; and
(b) subject to Contract clauses 34.3 and 34.4, any reasonable costs incurred by
the Supplier and directly attributable to the termination or partial termination of
this Contract.

34.2 Upon receipt of a notice of termination, the Supplier must:
(a) stop work as specified in the notice;
(b) ensure that Specified Personnel stop work under the Contract;
(c) continue work on any part of the Services not affected by the notice; and
(d) take all available steps to minimise loss resulting from that termination and to
protect the Department Material and Contract Material.

34.3 In the event of partial termination, the Department’s liability to pay the Fees will, in
the absence of agreement to the contrary, abate proportionately to the reduction in
the Services.

34.4 The Department is not liable to pay compensation in an amount which would, in
addition to any amounts paid or due, or becoming due, to the Supplier under this
Contract, together exceed the Fees set out in Official Orders which have been
issued under this Contract.

34.5 The Supplier is not entitled to compensation for loss of prospective profits.

34.6 In addition to its rights under Contract clause 34.1, the Department may terminate
an Official Order at any time by written notice. If an Official Order is so terminated,
the Department is only liable for payment of Services rendered before the effective
date of termination.

35 Termination for Default

35.1 If the Supplier:
(a) is in breach of Contract clause 16 (Specified Personnel), Contract clause 27
(The requirement of the Supplier—compliance with the Protective
Security Policy Framework), Contract clause 29 (Handling of complaints),
Contract clause 41 (Workplace gender equality) or Contract clause 52
(Conflict of interest);
(b) fails to perform or observe any term or obligation contained in this Contract
and the default has not been remedied within 14 days of the Department
issuing notice of the default to the Supplier; or
(c) goes into liquidation or a receiver or receiver and Manager or mortgagee’s or
chargee’s agent is appointed or, in the case of an individual, becomes
bankrupt or enters into a scheme of arrangement with creditors,

the Department may, by written notice, terminate this Contract and recover from
the Supplier any loss or damage suffered by the Department, including but not limited
to the costs of engaging a third party to complete the Services.

36 Force Majeure

36.1 A party to this Contract shall not be entitled to exercise its rights and remedies upon
the default of the other party (whether at common law or otherwise) if that default is
due to Force Majeure.

36.2 If a delay or failure of a party to perform its obligations is caused or anticipated due
to Force Majeure, the performance of that Party’s obligations will be suspended.
36.3 If a delay or failure by a party to perform its obligations due to Force Majeure exceeds 14 days, either party may immediately terminate this agreement on providing written notice to the other party.

36.4 If this Contract is terminated under Contract clause 34 (Termination) the Supplier must refund all fees received from the Department for services which the Supplier has not provided to the Department.

36.5 For the purposes of this clause, ‘Force Majeure’ means any of the following events:
   (a) act of God;
   (b) war, riot, insurrection, vandalism or sabotage;
   (c) strike, lockout, ban, limitation of work or other industrial disturbance; and
   (d) law, rule or regulation of any government or governmental entity, and executive or administrative order or act of general or particular application; which:
      (i) is unforeseen by the party affected by the circumstance ('Affected Party');
      (ii) is beyond the reasonable control of the Affected Party; and
      (iii) occurs without the fault or negligence of the Affected Party.

37 After termination
37.1 In the event of termination of this Contract, the Supplier must immediately stop using the Department’s Confidential Information and, at the Department’s option:
   (a) return to the Department; or
   (b) destroy and certify in writing to the Department the destruction of; or
   (c) destroy and permit the Department to witness the destruction of,
   all the Department’s Confidential Information in the Supplier’s possession or control.

37.2 Contract clauses 24 (Protection of the Department’s rights), 25 (Licence of Supplier Material), 27 (Security requirements of the Supplier—compliance with the Protective Security Policy Framework), 28 (Privacy), 30 (Confidential Information) and 32 (Indemnities) continue to apply after termination of this Contract.

37.3 Termination of this Contract does not affect any accrued rights or remedies of a party.

Information management and access

38 Books and records
Supplier to keep books and records
38.1 The Supplier must:
   (a) keep and must require its subcontractors to keep adequate books and records, in accordance with Australian accounting standard, in sufficient detail to enable the amounts payable by the Department under this Contract to be determined; and
   (b) retain and require its subcontractors to retain for a period of seven (7) years after termination or expiration of this Contract all books and records relating to the Services.
Costs
38.2 The Supplier must bear its own costs of complying with this clause.

Survival
38.3 This clause applies for the Term and for a period of seven (7) years from the
termination or expiry of this Contract.

39 Audit and access

Right to conduct audits
39.1 The Department or a representative may conduct audits relevant to the
performance of the Supplier’s obligations under this Contract. Audits may be
conducted of:
(a) the Supplier’s operational practices and procedures as they relate to this
Contract, including security procedures;
(b) the accuracy of the Supplier’s invoices and reports in relation to the provision
of the Services under this Contract;
(c) the Supplier’s compliance with its confidentiality, privacy obligations and
security obligations under this Contract;
(d) material (including books and records) in the possession of the Supplier
relevant to the Services or Contract; and
(e) any other matters determined by the Department to be relevant to the
Services or Contract.

Access by the Department
39.2 The Department may, at reasonable times and on giving reasonable notice to the
Supplier:
(a) access the premises of the Supplier to the extent relevant to the performance
of this Contract;
(b) require the provision by the Supplier, its employees, agents or subcontractors,
of records and information in a data format and storage medium accessible by
the Department by use of the Department’s existing computer hardware and
software;
(c) inspect and copy documentation, books and records, however stored, in the
custody or under control of the Supplier, its employees, agents or
subcontractors; and
(d) require assistance in respect of any inquiry into or concerning the Services or
this Contract.

39.3 For the purposes of Contract clause 39.2(d), an inquiry includes any administrative
or statutory review, audit or inquiry (whether within or external to the Department),
y any request for information directed to the Department, and any inquiry conducted
by Parliament or any Parliamentary committee.

39.4 The Supplier must provide access to the Supplier’s computer hardware and
software to the extent necessary for the Department to exercise its rights under this
clause, and provide the Department with any reasonable assistance requested by
the Department to use that hardware and software.

Conduct of audit and access
39.5 The Department must use reasonable endeavours to ensure that:
(a) audits performed pursuant to Contract clause 39.1; and
(b) the exercise of the general rights granted by Contract clause 39.2 by the
Department,

do not unreasonably delay or disrupt in any material respect the Supplier’s
performance of its obligations under the Contract.

Costs

39.6 Except as set out in Contract clause 39.7, each party must bear its own costs of any
reviews and/or audits.

39.7 If the Supplier is able to substantiate that it has incurred direct expenses in the
Department’s exercise of the rights granted under Contract clause 39.1 or Contract
clause 39.2 that, having regard to the value of this Contract, are substantial, the
Department and the Supplier will negotiate an appropriate reimbursement. Any
reimbursement must not be greater than the direct expenses incurred and
substantiated.

Auditor-General and Privacy Commissioner

39.8 The rights of the Department under Contract clauses 39.2(a) to 39.2(c) apply
equally to the Auditor-General or a delegate of the Auditor-General, or the Privacy
Commissioner or a delegate of the Privacy Commissioner, for the purpose of
performing the Auditor-General’s or Privacy Commissioner’s statutory functions or
powers.

Supplier to comply with Auditor-General’s requirements

39.9 The Supplier must do all things necessary to comply with the Auditor-General’s or
his or her delegate’s or the Privacy Commissioner’s or his or her delegate’s
requirements, notified under Contract clause 39.5, provided such requirements are
legally enforceable and within the power of the Auditor-General, the Privacy
Commissioner, or his or her respective delegate.

No reduction in responsibility

39.10 The requirement for, and participation in, audits does not in any way reduce the
Supplier’s responsibility to perform its obligations in accordance with the Contract.

Subcontractor requirements

39.11 The Supplier must ensure that any subcontract entered into for the purpose of this
Contract contains an equivalent clause granting the rights specified in this clause.

No restriction

39.12 Nothing in this Contract reduces, limits or restricts in any way any function, power,
right or entitlement of the Auditor-General or a delegate of the Auditor-General or
the Privacy Commissioner or a delegate of the Privacy Commissioner. The rights of
the Department under this Contract are in addition to any other power, right or
entitlement of the Auditor-General or a delegate of the Auditor-General or the
Privacy Commissioner or a delegate of the Privacy Commissioner.

Survival

39.13 This clause applies for the Term and for a period of seven (7) years from the
termination or expiry of this Contract.
Legislation and Commonwealth policies

40 Compliance with legislation and Commonwealth policies

40.1 The Supplier must comply with all relevant legislation and requirements of the Department and any State, Territory or local authority and in particular the:

(a) Crimes Act 1914 (Cth);
(b) Commonwealth Criminal Code Act 1995 (Cth);
(c) Racial Discrimination Act 1975 (Cth);
(d) Sex Discrimination Act 1984 (Cth);
(e) Age Discrimination Act 2004 (Cth);
(f) Disability Discrimination Act 1992 (Cth);
(g) Fair Work Act 2009 (Cth);
(h) Competition and Consumer Act 2010 (Cth);
(i) Safety, Rehabilitation and Compensation Act 1988 (Cth);
(j) Work Health and Safety Act 2011 (Cth);
(k) Environment Protection and Biodiversity Conservation Act 1999 (Cth);
(l) Privacy Act 1988 (Cth);
(m) Copyright Act 1968 (Cth);
(n) Part 4 of the Charter of the United Nations Act 1945 (Cth);
(o) Charter of the United Nations (Terrorism and Dealing with Assets) Regulations 2008 (Cth); and
(p) Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth),
in carrying out this contract.

41 Workplace gender equality

41.1 Contract clauses 41.1 and 41.6 apply only the extent that a Supplier is a 'relevant employer' for the purposes of the Workplace Gender Equality Act 2012 (Cth) ('WGE Act').

41.2 Note: The WGE Act defines 'relevant employer' as:

(a) a registered higher education provider that is an employer; or
(b) a natural person, or a body or association (whether incorporated or not), being the employer of 100 or more employees in Australia,

but does not include the Commonwealth, a State, a Territory or an authority.

41.3 The Supplier must comply with its obligations, if any, under the WGE Act.

41.4 If the Supplier becomes non-compliant with the WGE Act during the Contract Term, the Supplier must notify the Department's Representative.

41.5 If the Contract Term exceeds 18 months, the Supplier must provide a current letter of compliance within 18 months of the commencement of the Contract, and following this annually, to the Department's Representative.

41.6 If the Supplier becomes non-compliant with the WGE Act during the Contract Term, and that non-compliance is not able to be rectified by the Supplier within a
reasonable period (as determined by the Department provided that such period
must not be less than 20 Business Days), the Department may terminate this
Contract for Supplier default under Contract clause 35 (Termination for Default).

42 Commonwealth Indigenous Procurement Policy

42.1 It is Commonwealth policy to stimulate Indigenous entrepreneurship and business
development, providing Indigenous Australians with more opportunities to
participate in the economy (see Indigenous Procurement Policy for further
information).

42.2 The Supplier must use its reasonable endeavours to increase its:
(a) purchasing from Indigenous enterprises; and
(b) employment of Indigenous Australians,
in the delivery of the Goods and/or Services, <including as specified in the
Description of Services>.

42.3 Purchases from Indigenous enterprises may be in the form of engagement of an
Indigenous enterprise as a subcontractor, and use of Indigenous suppliers in the
Supplier’s supply chain.

42.4 The Supplier must provide such written reports and evidence of its compliance with
this Contract clause 42 every year during the Term.

43 Illegal workers

43.1 The Supplier must ensure that no Personnel, including those engaged by any
subcontractors which employ personnel in Australia, are Illegal Workers.

43.2 The Supplier must ensure that all subcontracts with entities which employ personnel
in Australia include a provision prohibiting those subcontractors engaging Illegal
Workers.

43.3 The Supplier must remove, or cause to be removed, any Illegal Worker of which it is
aware from any involvement in performing its obligations under the Contract
(including if engaged by a subcontractor) and arrange for their replacement at no
cost to the Department, promptly upon becoming aware of the involvement of the
Illegal Worker.

43.4 If requested in writing by the Department, the Supplier must provide evidence within
14 days that it has taken all reasonable steps to ensure that it has complied and is
complying with its obligations in respect of Illegal Workers.

43.5 An ‘Illegal Worker’ is a person who:
(a) unlawfully entered and remains in Australia;
(b) has lawfully entered Australia, but:
   (i) remains in Australia after his or her Visa has expired; or
   (ii) is working in breach of his or her Visa conditions.

44 Fraud

44.1 The Supplier must:
(a) comply with the Commonwealth Fraud Control Guidelines, as amended from
time to time; and
(b) notify the Department 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 Contract (including by the Supplier, its Personnel and subcontractors).

45 Web content accessibility guidelines

45.1 For this Contract and when specified in the Official Order, Services must comply with the Web Accessibility NTS, and conform to WCAG 2.0 (specifying Level A, AA or AAA), preferably through the use of Sufficient Techniques (as that term is defined in the WCAG 2.0 Quick Reference (http://www.w3.org/WAI/WCAG20/quickref/)).


46 Environment policies

46.1 The Supplier must perform its obligations under the Contract in a way that does not place the Supplier or the Department in breach of any applicable environmental legislation including the Environment Protection and Biodiversity Conservation Act 1999 (Cth).

46.2 The Supplier must seek to implement any best practice environmental or green standards applicable to the Services.

47 Australian packaging covenant

47.1 The Supplier must endeavour to minimise the environmental impacts arising from the disposal of used packaging, conserve resources through better design and production processes for packaging, and facilitate the re-use and recycling of used packaging materials in accordance with the principles in the Sustainable Packaging Guidelines available at http://www.packagingcovenant.org.au.

48 APS values and code of conduct

48.1 During the Contract Term, and any extension of the Contract Term, the Supplier must uphold values and demonstrate behaviour consistent with the APS Values and Code of Conduct.

49 Lobbying code of conduct

49.1 The Supplier must and must ensure that its Personnel, comply with the Lobbying Code of Conduct and the Australian Public Service Commission (APSC) Circular 2008/4, "Requirements relating to the Lobbying Code of Conduct and Post Separation Contact with Government", where their activities fall within the scope of the Lobbying Code of Conduct.

50 Criminal code

50.1 The Supplier acknowledges that giving false or misleading information to the Commonwealth is a serious offence under the Criminal Code Act 1995 (Cth).

51 Anti-money laundering

51.1 The Supplier must comply with any obligations applicable to it contained in any laws arising from the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth).
General

52 Conflict of interest
52.1 The Supplier warrants that at the date of signing this Contract, no conflict of interest exists or is likely to arise in the performance of the Supplier's obligations under this Contract.

52.2 If, during the Contract Term, a conflict or risk of a conflict arises the Supplier must immediately notify the Department in writing of the conflict or risk.

52.3 The Supplier must resolve any conflict of interest to the Department's reasonable satisfaction within such reasonable time and manner as the Department directs.

53 Variation
53.1 No agreement or understanding varying or extending this Contract, (including in particular the scope of the Services,) will be legally binding upon either party unless in writing and signed by both parties. (In particular, any invoice does not vary this Contract, time sheet or other material provided by the Supplier.)

54 Waiver
54.1 A failure or delay in exercise or partial exercise of a right arising from a breach of any provision of this Contract is not a waiver of that right and cannot be relied upon as a waiver of that right.

54.2 Payment of an Invoice is not a waiver.

55 Entire agreement
55.1 The Deed and the Contract constitutes the entire agreement between the parties in relation to its subject matter and supersedes any previous agreements, negotiations or representations, either written or verbal, between the parties.

56 Applicable law
56.1 The laws of the State or Territory specified in Item 13 of the Official Order apply to this Contract.

56.2 The parties submit to the jurisdiction of the Supreme Court of the State or Territory specified in Item 13 of the Official Order and the Federal Court of Australia.
Schedule 3 (Official Order (Example))

This Official Order is Issued in Accordance with the Deed of Agreement for the Provision of a Mercantile Agent Service for Debt Recovery

(Standing Offer Notice Identifier (SON ID) SON3316979)

between

THE COMMONWEALTH OF AUSTRALIA REPRESENTED BY THE DEPARTMENT OF HUMAN SERVICES ("Department")

And

<INSERT SUPPLIER'S BUSINESS NAME>

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<tr>
<td>4</td>
<td>Completion Date</td>
</tr>
<tr>
<td>5</td>
<td>Description of Services</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Specified Personnel</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Fees</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>Invoice Dates &amp; Address</td>
</tr>
<tr>
<td>9</td>
<td>Project Officer</td>
</tr>
<tr>
<td>10</td>
<td>Supplier's Representative</td>
</tr>
<tr>
<td>11</td>
<td>The Department's Address for Notices</td>
</tr>
<tr>
<td>12</td>
<td>Supplier's Address for Notices</td>
</tr>
<tr>
<td>13</td>
<td>The laws of the [Jurisdiction] apply to this Contract.</td>
</tr>
</tbody>
</table>

s 47(1)
SIGNED SEALED and DELIVERED for and on behalf of THE COMMONWEALTH OF AUSTRALIA by <Insert Contract signing delegate's name>, <Insert Contract signing delegate's position>
who is an official authorised by the Department to enter into contracts, in the presence of:

__________________________________________________________
Signature of Authorised Officer

__________________________________________________________
Signature of Witness

__________________________________________________________
Name of witness (print)

Date............................................
Schedule 4 (Confidential Information of the parties)

1. The Department's Confidential Information

<table>
<thead>
<tr>
<th>Item</th>
<th>Period of Confidentiality</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nil</td>
<td></td>
</tr>
</tbody>
</table>

Contract-related material

<table>
<thead>
<tr>
<th>Item</th>
<th>Period of Confidentiality</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nil</td>
<td></td>
</tr>
</tbody>
</table>

s 47(1)
Schedule 5 (Instrument of Acceptance)

Deed Number: <DEED NUMBER TO BE INSERTED>

Dun & Bradstreet (Australia) Pty Ltd as Trustee for the Dun & Bradstreet Unit Trust

479 St Kilda Street, Melbourne VIC 3004

The offer to [name of the Commonwealth Entity] to provide the Services made in accordance with clause 6.1(b) of the Deed of Agreement <INSERT ESSENTIALS PANEL ID> for a Mercantile Agent Service for Debt Recovery between the Commonwealth of Australia represented by the Department of Human Services and <insert the Supplier's Business Name> ("the Deed of Agreement") is accepted.

In accordance with clause 6.6 of the Deed of Agreement the following modifications to the terms and conditions of the Deed of Agreement apply to adapt it to the circumstances of [name of the Commonwealth Entity]:

1 References to the Department

1.1 A reference to the Department is to be taken as a reference to:

(a) The Commonwealth of Australia represented by [insert name of the Commonwealth Entity]; or

(b) [insert name of the Commonwealth Entity], as the case requires.

2 Amendment of Schedule 1 (Particulars)

Specification of Contract Manager

2.1 The contents of the second column of the table of item 19 in Schedule 1 (Particulars) of the Deed of Agreement are omitted and the following is substituted:

Specify the following:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
</table>

Specification of the Commonwealth Entity address for services

2.2 The contents of the second column of the table at item 24 in Schedule 1 (Particulars) of the Deed of Agreement are omitted and the following is substituted:

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>[specify the Commonwealth Entity]'s Address</td>
<td>[specify the address]</td>
</tr>
<tr>
<td>for Services</td>
<td></td>
</tr>
</tbody>
</table>

Dated <insert year>

[Name of signatory for the Commonwealth Entity]
[Title of signatory for the Commonwealth Entity]