

# Commonwealth Contract – Consultancy Services

No.	Deliverables	Delivery Date
1	Draft report	12 January 2020
2	Final report	20 January 2020

3.2 All reports must:

- a. be accurate and not misleading in any respect;
- b. be prepared in accordance with directions provided by the Contract Manager;
- c. incorporate sufficient information to allow the Contract Manager to monitor and assess the success of the Services in achieving the Customer's objectives;
- d. be provided in Microsoft Word format (or Microsoft Excel format for spread sheets), unless otherwise approved or requested by the Contract Manager;
- e. not incorporate either the Customer or the Supplier's logo; and
- f. be provided at the time specified in the table above.

## C.A.2(a) Standards

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

## Web Content Accessibility

As applicable, the Supplier must ensure that any website, associated material and/or online publications (where applicable) complies with the Web Content Accessibility Guidelines available at: <https://www.w3.org/WAI/intro/wcag>.

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

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

Supplier personnel are required to be cleared to a minimum level of NV1.

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

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

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

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

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

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

# Commonwealth Contract – Consultancy Services

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

Milestone Description	Contact for Delivery	Delivery Location/Email	Due Date
Draft Report	Contract Manager	AFP National Office	12/01/2020
Final Report	Contract Manager	AFP National Office	20/01/2020

## C.A.2(e) Meetings

The Supplier is required to attend meetings as follows:

Meeting Type	Position Required	Frequency	Teleconference/ Onsite	Location
N/A				

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

The Customer will provide the Supplier with access to a team of AFP Appointees (approximately 3 full time appointees) to assist with the Review.

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

The Consultant will be provided with Customer material relevant to the Contract, including but not limited to: governance documents; case studies; case files; and statistics.

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

1. The Supplier warrants that, other than as previously declared in writing to the Customer, at the Contract Start Date no actual, perceived or potential conflicts of interest exist, or are anticipated, relevant to the performance by the Supplier of its obligations under the Contract. At any time during the period of this Contract, the Customer may require the Supplier to execute a conflict of interest declaration in the form specified by the Customer.
2. As soon as a Supplier becomes aware that an actual, perceived or potential conflict has arisen or is likely to arise during the Contract Term, the Supplier will:
  - a. immediately notify the Customer;
  - b. promptly provide the Customer with all relevant information relating to the conflict; and
  - c. comply with any reasonable requirements notified by the Customer to resolve or otherwise manage the conflict.
3. As soon as practicable, any verbal information provided by the Supplier must be followed by detailed written confirmation.
4. If the Supplier fails to notify the Customer as set out in clause C.A(h)2 or does not comply with the Customer's reasonable requirements to resolve or manage the conflict, the Customer may terminate this Contract in accordance with clause C.C.16 (Termination for Cause).

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

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

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

Name/Position:	Authorised Officer
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## Commonwealth Contract – Consultancy Services

Email Address:	PID@AFP.gov.au
Telephone:	02 5126 0000

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

Any complaints relating to this procurement should be referred to:

Name/Position:	AFP Procurement Complaints Officer
Email Address:	AFP-RFT@afp.gov.au
Telephone:	02 5126 0000

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FREEDOM OF INFORMATION ACT 1982  
(COMMONWEALTH)  
BY THE AUSTRALIAN FEDERAL POLICE

# Commonwealth Contract – Consultancy Services

## C.A.3 Contract Price

The maximum Contract Price inclusive of GST and all taxes and charges will not exceed s47G as set out below.

### Fee Rates

Position Role/Level	Days	Daily Fee (GST Inclusive)	Total Fee (GST Inclusive)
Consultant	50		s47G
<b>Total Fees</b>			s47G <b>GST Inclusive</b>

### Adjustment to Fixed Pricing for Contract Variation/Extension

Not applicable

### Expenses

The Supplier may only claim reimbursement for expenses when the expense is nominated in the table below, and the Customer has granted specific written approval prior to the relevant expense being incurred.

Additionally:

- all domestic air travel must be economy class,
- amounts claimed for accommodation and other expenses must not exceed the total amount specified in Table 2 of [TD 2018/11](#) or any replacement Taxation Determination issued by the Australian Taxation Office, and
- a claim for reimbursement is submitted supported by a copy of the paid Tax Invoice.

Description/Comments	Cost GST Exclusive	GST Component	Total Cost GST Inclusive
The Customer will reimburse reasonable airfares, accommodation and taxis where the Customer approves travel to a location outside of the ACT		s47G	

**Maximum Estimated Expenses (not included above)** s47G **GST Inclusive**

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

If the Supplier incurs any reimbursable expenses, the Customer will reimburse the Supplier at cost (exclusive of GST) on submission of a claim for reimbursement supported by a copy of the paid Tax Invoice.

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# Commonwealth Contract – Consultancy Services

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

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

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

The person occupying the position of: Coordinator - Executive Secretariat & Communications  
Currently: s22(1)(a)(ii)  
Telephone: [REDACTED]  
Mobile: s22(1)(a)(ii)  
Email Address: [REDACTED]  
Postal Address: 47 Kings Ave  
Barton ACT 2600

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

Addressee Name/Position Title: Client Account Services  
Telephone: [REDACTED]  
Email Address: s22(1)(a)(ii)  
Postal Address: GPO Box 401  
Canberra ACT 2601

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

### C.A.4(c) Supplier's Contract Manager:

Name: Mr John Lawler  
Position Title: Consultant  
Telephone: [REDACTED]  
Mobile: [REDACTED]  
Email Address: s47G  
Postal Address: [REDACTED]

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

Name: Mr John Lawler  
Position Title: Consultant  
Email Address: [REDACTED]  
Postal Address: [REDACTED] s47G

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# Commonwealth Contract – Consultancy Services

## C.A.5 Specified Personnel

Position/Role	Name	Current Security Clearance Level	Percentage of Total Project Time
Consultant	Mr John Lawler	s47G	100%

## C.A.6 Subcontractors

None Specified

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## Additional Contract Terms

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

### C.B.1 Intellectual Property

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

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

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

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

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

#### Pre-Existing Intellectual Property of the Supplier

Not Applicable

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

Not Applicable

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

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

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

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

### C.B.4 AFP ADDITIONAL CONTRACT TERMS

#### 1 AFP ADDITIONAL CONTRACT TERMS

##### 1.1 Definitions and Interpretation

1.1.1 In these Additional Contract Terms, the following definitions apply:

a. **AFP Act** means the Australian Federal Police Act 1979 (Cth);

b. **AFP Appointee** has the same meaning given in the *Australian Federal Police Act 1979* (Cth).

## Commonwealth Contract – Consultancy Services

- c. **Business Day** means a day that is not a Saturday, Sunday, or public holiday in the Australian Capital Territory.
- d. **Commissioner** means the Commissioner of the Australian Federal Police (including their delegates);
- e. **Determination** means a determination by the AFP Commissioner under section 35 of the AFP Act;
- f. **Positive Test Result** means a result of Testing for Prohibited Drugs demonstrating the presence of a prohibited drug;
- g. **Testing for Prohibited Drugs** means means the testing described in Additional Contract Term 1.4, conducted in accordance with the form of consent at Annexure A.

### 1.2 Engagement and Non-Publicity

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- 1.2.1 The Supplier acknowledges and agrees, that it, its personnel, subcontractors and subcontractors' personnel (to the extent that any of those persons provide Services to the AFP under this Contract and including Specified Personnel) (Personnel):
  - a. are engaged by the Customer to provide Services under this Contract as consultants and/or independent contractors, pursuant to section 35(1) of the Australian Federal Police Act 1979 (Cth) (AFP Act); and
  - b. must comply with section 60A (Secrecy) of the AFP Act, and any other provision of the AFP Act applicable to its provision of Services.
- 1.2.2 The Supplier must not, without the prior written consent of the AFP:
  - a. use the AFP's name or logo;
  - b. suggest any endorsement by the AFP, including noting the AFP as a client of the Supplier on advertising or promotional material;
  - c. make any public announcement or issue any media release about this Contract;
  - d. identify the AFP as a client or customer of the Supplier; or
  - e. discuss with (or communicate to) a third party, any aspect of this Contract, including any Goods and/or Services that it provides to the AFP.

### 1.3 Organisational Suitability Assessment

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- 1.3.1 The AFP may, in its sole and absolute discretion, require the Supplier, or one or more of the Specified Personnel, to submit to an organisational suitability assessment (**OSA**).
- 1.3.2 If any Specified Personnel refuse to submit to an OSA required under Additional Contract Term 1.3.1, the Supplier must ensure that person is not engaged in, or is otherwise immediately removed from, the provision of the Goods and/or Services.
- 1.3.3 Where the Supplier or Specified Personnel agree to submit to an OSA, and the AFP requires an interview as part of the OSA process, the AFP will:
  - a. make the necessary interview arrangements;
  - b. be responsible for the costs of conducting the OSA; and
  - c. reimburse reasonable travel and accommodation expenses incurred by the Supplier or Specified Personnel in attending the OSA interview, where those expenses are substantiated to the AFP's reasonable satisfaction.
- 1.3.4 Following the conduct of an OSA, the AFP will notify the Supplier of whether the Supplier or Specified Personnel have been assessed as:
  - a. suitable to provide the Goods and/or Services;
  - b. suitable to provide the Goods and/or Services subject to such conditions, or further actions, as required by the AFP; or
  - c. not suitable to provide the Goods and/or Services.



## Commonwealth Contract – Consultancy Services

- 1.3.5 The AFP will not be:
- required to substantiate or otherwise provide any reasons where it assesses Specified Personnel as not suitable; or
  - liable in any way in respect of any claims by the Supplier or any Specified Personnel in connection with that OSA.
- 1.3.6 The Supplier must not provide, for the provision of the Services, any Specified Personnel who:
- will not comply with any conditions, or courses of action, required by the AFP under Additional Contract Term 1.3.4b;
  - will not comply with any other conditions imposed by the AFP; or
  - have been assessed as not suitable to provide the Services.
- 1.3.7 If the Supplier refuses to participate in an OSA, comply with any conditions or actions required by the AFP under Additional Contract Term 1.3.4b, or the AFP assesses the Supplier as not suitable to provide the Services under Additional Contract Term 1.3.4c, the AFP may terminate this Contract immediately.
- 1.3.8 For the avoidance of any doubt, Additional Contract Term 1.3.7 is a provision of this Contract permitting the AFP to terminate this Contract under clause C.C.16(a) of the Commonwealth Contract Terms.

### 1.4 Testing for Prohibited Drugs

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- 1.4.1 Where required by the AFP, the Supplier must ensure Specified Personnel:
- execute a consent form substantially in the form of Annexure A;
  - participate in Testing for Prohibited Drugs; and
  - comply with any direction of the AFP in relation to the conduct of Testing for Prohibited Drugs.
- 1.4.2 The AFP will:
- bear the costs of conducting Testing for Prohibited Drugs; and
  - not be liable to pay any fee or compensation to the Supplier or Specified Personnel for their participation in Testing for Prohibited Drugs in accordance with Additional Contract Term 1.4.1.
- 1.4.3 If the Supplier or any Specified Personnel refuse to comply with the requirements of Additional Contract Term 1.4.1, or return a Positive Test Result, the AFP may, in its sole and absolute discretion:
- require the removal of the Specified Personnel under clause C.C.13 of the Commonwealth Contract Terms; or
  - terminate this Contract immediately.
- 1.4.4 For the avoidance of any doubt, Additional Contract Term 1.4.3(b) is a provision of this Contract permitting the AFP to terminate this Contract under clause C.C.16(a) of the Commonwealth Contract Terms.

### 1.5 AFP Appointee Determinations

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- 1.5.1 The Supplier acknowledges and agrees that each of its Specified Personnel are consultants or independent contractors for the purposes of section 35(1) of the AFP Act, and may be subject to a Determination.
- 1.5.2 During the Contract Term, the Commissioner may make a Determination.
- 1.5.3 If the Commissioner makes a Determination, the Supplier must, as soon as practical:
- inform the subject of the Determination has been made; and
  - obtain two executed Deeds of Personal Obligation (substantially in the form of Annexure B) from the subject of the Determination, and provide those Deeds to the Commissioner for countersignature (following which, the Commissioner will return one copy to the subject for their records, and retain the other).

# Commonwealth Contract – Consultancy Services

- 1.5.4 The Supplier must provide any assistance reasonably required by the AFP in ensuring the subject of a Determination complies with their obligations as an AFP Appointee.
- 1.5.5 If the subject of a Determination is either unable, or unwilling, to sign a Deed of Personal Obligation as required under this Additional Contract Term 1.5, the AFP may require the subject to be removed from work in relation to the provision of the Services under clause C.C.13 of the Commonwealth Contract Terms.

## 1.6 Confidentiality Information

- 1.6.1 If the Supplier is required to obtain an executed Confidentiality Undertaking under clause C.C.22.C of the Commonwealth Contract Terms, the Deed Poll of Confidentiality at Annexure C is the form of Confidentiality Undertaking to be used.
- 1.6.2 Without limiting clause C.C.22.C of this Contract, the Supplier must not, and must ensure other Personnel do not, use or disclose any information received (whether orally or in writing) in the course of providing any Goods and/or Services to the AFP, including any formal or informal exercise of AFP powers, functions or duties.

For the purpose of clause C.C.22.C (Confidential Information), the AFP's Confidential Information includes:

Item	Reasons for confidentiality	Period of Confidentiality
All information howsoever received or obtained (including orally or in writing) in the course of providing services to the AFP, including any formal or informal exercise of AFP duties, functions or powers, powers.	National security, national interest, AFP operations, business in confidence information or methodology, reputation of the AFP or the AFP's ability to perform its statutory functions.	Seven years

## 1.7 Interest on Late Payments

- 1.7.1 The AFP must pay the Supplier within 20 days after receipt of a Correctly Rendered Invoice, or if this day is not a Business Day, on the next Business Day.
- 1.7.2 If the total value of this Contract (as amended from time-to-time) is not more than \$A1 million (GST inclusive) and the AFP fails to make a payment to the Supplier by the Business Day it is due, provided the amount of interest payable under this clause exceeds \$100, the AFP will pay the unpaid amount plus interest on the unpaid amount.
- 1.7.3 Interest payable under clause 1.7.2 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 AFP effects payment calculated in accordance with the following formula:

$$SI = UA \times GIC \times D$$

# Commonwealth Contract – Consultancy Services

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 was made.

1.7.4 In this clause 1.7, "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.

## 1.8 Travel Costs

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1.8.1 Where the AFP requires Personnel to travel to perform the Services, the AFP will pay reasonable travel and accommodation costs which have been approved in writing by the AFP before the expense is incurred (expenses).

1.8.2 The AFP may, in its sole and absolute discretion, pay expenses by the following means:

- a. Reimbursement, in which case, the Supplier must submit a CRI for those costs, together with supporting receipts and other travel and accommodation documentation reasonably specified by the AFP, and the AFP will then reimburse the Supplier in accordance with the invoicing and payment procedures set out in the Contract; or
- b. an allowance, which will be calculated either in accordance with the AFP's travel entitlement rates for non-SES Personnel, or such other mechanism as the AFP may agree in writing.

1.8.3 The Supplier must not claim payment for, nor is the Supplier entitled to payment for, expenses that have not been approved by the AFP.

## 1.9 Sole Trader Supplier

1.9.1 This clause 1.9 applies if the Supplier is a sole trader or other non-corporate entity such that the AFP would need to make superannuation contributions to the Supplier under applicable laws in connection with the Contract.

1.9.2 The parties acknowledge and agree that the Contract Price set out in clause C.A.3 is inclusive of any and all superannuation contributions the AFP is required to make under applicable laws in connection with the Supplier and the Contract.

1.9.3 The Supplier acknowledges and agrees that before it will be entitled to any payment of the Contract Price, it must submit to the Contact Officer a duly executed Superannuation (super) standard choice form (as available from the Australian Taxation Office from time to time) (**Form**), providing details of its preferred superannuation fund which complies with all applicable laws and regulatory requirements.

1.9.4 If the Supplier makes any change to its superannuation arrangements reflected in the Form submitted under either clause 1.9.3 or this clause 1.9.4, it must promptly submit an updated duly executed Form to the Contact Officer.

1.9.5 If the Supplier fails to comply with either of clauses 1.9.3 or 1.9.4, the AFP may defer the payment of any part of the Contract Price that would otherwise be payable to the Supplier under the Contract until the Supplier has complied with clause 1.9.3 or 1.9.4 (as the case may be).

1.9.6 Subject to the Supplier's compliance with clauses 1.9.3 or 1.9.4, the AFP will pay a portion of the Contract Price payable to the Supplier under the Contract to the Supplier's superannuation fund (as advised in the latest Form submitted to the Contact Officer) in accordance with applicable laws.

## Commonwealth Contract Terms

### C.C.1 Background:

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

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

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

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

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

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

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

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

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

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

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

The Contract is comprised of:

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

unless otherwise agreed in writing between the parties.

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

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

### C.C.5 Governing Law:

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

### C.C.6 Entire Agreement:

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

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

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

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

### C.C.7 Survival:

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

### C.C.8 Notices:

A Notice is deemed to be effected:

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

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

### C.C.9 Assignment:

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

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

### C.C.10 Subcontracting:

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

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

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

# Commonwealth Contract – Consultancy Services

## Commonwealth Contract Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### C.C.13 Specified Personnel:

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

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

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

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

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

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

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

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

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

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

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

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

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

## Commonwealth Contract Terms

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

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

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

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

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

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

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

### C.C.17 Supplier Payments:

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

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

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

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

### C.C.18 Dispute Resolution:

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

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

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

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

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

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

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

### C.C.19 Transition In:

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

### C.C.20 Transition Out:

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

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

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

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

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

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

# Commonwealth Contract – Consultancy Services

## Commonwealth Contract Terms

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

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

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

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

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

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

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

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

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

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

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

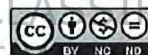
**E. Criminal Code:** The Supplier acknowledges that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995* (Cth). The Supplier must ensure that any subcontractor engaged in connection with the Contract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

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

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

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

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



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# Commonwealth Contract – Consultancy Services

## Commonwealth Contracting Suite (CCS) Glossary

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### In the Commonwealth Contracting Suite:

A reference to:

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

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

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

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

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

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

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

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

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

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

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

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

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

**“Goods and/or Services”** means:

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

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

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

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

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# Commonwealth Contract – Consultancy Services

## Commonwealth Contracting Suite (CCS) Glossary

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

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

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

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

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

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

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

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

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

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# Commonwealth Contract – Consultancy Services

## Contract Signing Page

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

- a) Additional Contract Terms (if any);
- b) Statement of Work;
- c) Commonwealth Contract Terms;
- d) Commonwealth Contracting Suite Glossary; and
- e) Contract Annexure A (Consent Form to Participate in Testing for Prohibited Drugs), Annexure B (Deed of Personal Obligation) and Annexure C (Deed Poll of Confidentiality).

**EXECUTED** as an Agreement

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

**ABN** 375079023959 by its duly authorised delegate in the presence of

Signature of witness

s22(1)(a)(ii)

Signature of delegate

s22(1)(a)(ii)

Name of witness (*print*)

s22(1)(a)(ii)

Name of delegate (*print*)

CHRIS BLACK

Position of delegate (*print*)

CHIEF OF STAFF

On:

16<sup>th</sup> October 2019

**Executed** by John Lawler **ABN** 55 285 009 566 in the presence of:

Signature of witness

Signature of supplier

Name of witness (*print*)

Name of supplier (*print*)

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# Commonwealth Contract – Consultancy Services

## Annexure A — Consent Form to Participate in Testing for Prohibited Drugs

### PLEASE READ THE FOLLOWING BEFORE SIGNING THIS CONSENT FORM

#### 1. Why is testing for prohibited drugs necessary?

The AFP has in place a policy of prohibition on the use of illicit drugs by AFP personnel and persons providing services to the AFP. This is in recognition of the serious effect of illicit drugs on modern-day society and of the importance of the AFP, as a law enforcement agency, being committed to the highest standards of personal integrity and professionalism.

To ensure that the AFP's workplace remains drug-free, your employer or prime-contractor ('employer'), in the course of providing services to the AFP, has agreed to participate in this testing process.

#### 2. What does the testing process involve?

You may be selected to undertake a test for prohibited drugs at any time during the course providing services to the AFP. Typically, this involves an initial test either before or around the time of commencing work on AFP premises. Subsequent tests may be random and will usually take place during your normal working hours.

The testing process is carried out in accordance with Australian Standard AS 4308 — 1995 (as amended or replaced from time to time), and includes the provision of a body sample of a kind specified by the AFP. A sample is most likely to be the provision of a urine sample. An information sheet about the collection and testing process will be provided to you once you have been selected to participate in a test.

#### 3. What is the testing process designed to detect?

The test is intended to detect prohibited drugs, meaning any unlawful drug including cannabis, cocaine, heroin, amphetamines and psychotropic substances.

#### 4. Am I required to sign this Consent Form and participate in this testing process?

Although you have the option not to participate in the testing process, it is a prerequisite if you wish to provide services to the AFP. Your employer has agreed that all its personnel undertaking work for, or on behalf of, the AFP will participate in testing for prohibited drugs.

A refusal or failure by you to participate in the testing process or undergo a test at any time will entitle the AFP to deny or withdraw your authorisation to perform work for, or on behalf of, the AFP.

#### 5. What if I return a positive test result for prohibited drugs?

Prior to any action being taken in relation to a positive test result, all such results will be reviewed by the AFP's Medical Review Officer and Medical/Science Panel. This may include re-analysis of the sample to confirm whether the positive result is considered a verified positive result.

A verified positive result means traces of prohibited drug(s) were detected by the testing process and this will entitle the AFP to have your suitability for continued delivery of services to the AFP re-assessed. This will usually mean the AFP will refuse to allow you to provide services to the AFP or remain on AFP premises.

#### 6. Will the AFP inform my employer if I return a positive test result or I do not participate as required?

A positive test result or your refusal or failure to participate in the testing process will entitle the AFP to prevent you from providing services to the AFP. By signing this consent form, you agree that the AFP will inform your employer of these details. It is necessary to inform your employer because the AFP will need to let your employer know that you are not entitled to provide any further services to the AFP.

At no time will the AFP request that your employer terminate your employment or engagement with them. The AFP will merely request that you not perform work for, or on behalf of, the AFP. It is a matter for your employer to determine your general employment suitability in any other capacity.

# Commonwealth Contract – Consultancy Services

## 7. Will I be criminally investigated if I return a positive test result?

Although it is unlikely that the AFP will undertake a criminal investigation in relation to a positive test result, each case will be dealt with on its merits taking into account the relevant circumstances and current public policy requirements.

## 8. How is my privacy protected in relation to participating in this testing process?

The AFP values the privacy of individuals and the AFP will at all times comply with the *Privacy Act 1988* (Cth), including the Australian Privacy Principles (APP's) in relation to the testing process and your test results. All personal information collected under the testing process will be used only in accordance with the *Privacy Act 1988* (Cth) and for determining your suitability for providing services to the AFP.

Records relating to this testing process will be retained for a period of 7 years from the end of your employer's contract period in accordance with the *Archives Act 1983* (Cth) and the Administrative Functions Disposal Authority (as amended or replaced from time to time).

Please refer to [www.oaic.gov.au](http://www.oaic.gov.au) for more information on your privacy rights under the *Privacy Act 1988* (Cth).

## 9. What if I wish to dispute a positive test result?

You may challenge the results of a positive drug result. Two separate tamper-proof samples are taken at the time of the collection process, and you have the right to have the unanalysed sample independently tested. The AFP will meet the cost for the laboratory testing of this sample, but this does not include any other associated expenses.

### TO BE COMPLETED BY PERSON REQUIRED TO PARTICIPATE IN TESTING PROCESS

I acknowledge that I have read and understood the above information.

I agree to participate in the AFP's testing for prohibited drugs process as described above during the course of providing services to, or on behalf of, the AFP for determining my suitability as a contractor of the AFP.

I consent to the AFP informing my employer of the test results of any prohibited drug test I am required to undergo, as well as details of any failure or refusal by me to properly participate in the testing process.

Full Name: \_\_\_\_\_

(Block Letters)

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

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

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