

AGREEMENT

BETWEEN

COMMONWEALTH OF AUSTRALIA ('the Commonwealth'), represented by the DEPARTMENT OF IMMIGRATION AND CITIZENSHIP ('Department') trading as the Office of the Migration Agents Registration Authority ('Office of the MARA')

AND

LAUNCH RECRUITMENT PTY LTD (ABN 54 119 140 840 ) of Level 10, 1 Castlereagh Street, Sydney NSW 2000 ('the Contractor')

RECITALS:

- A. The Commonwealth requires the provision of certain services to the Department as specified in *Clause 3* of the Contract.
- B. The Contractor has fully informed itself on all aspects of the work required to be performed.
- C. The Commonwealth has agreed to accept the Contractor's offer to provide the Services upon the terms and conditions contained in this Agreement.

THE PARTIES AGREE as follows:

1. Purchase Order Number

The Purchase Order Number for this Contract is: \_\_\_\_\_



2. Interpretation

**Approved Subcontractor**

means a subcontractor specified in *Clause 5.2* at the Contract Commencement Date who is approved by DIAC to provide Services under this Contract;

**Confidential Information**

in relation to a Party, means information that is by its nature confidential; and

- a. is designated by a Party as confidential; or
- b. the receiving Party knows or ought reasonably to know is confidential;

and includes the information described in *Clause 14* but does not include information which is or becomes public knowledge other than by breach of the Agreement or any other confidentiality obligations or is independently developed without reference to the other Party's Confidential Information;

<b>Contract Material</b>	means the Deliverables that are created in performance of the Services under or otherwise in connection with this Contract;
<b>Deliverables</b>	means any documents, goods, equipment, software, information and data stored by any means which are to be provided to DIAC under this Contract, including any deliverables specified in <i>Clause 3.3</i> ;
<b>Existing Intellectual Property</b>	means Intellectual Property rights that are: <ul style="list-style-type: none"> <li>a. in existence at the Contract Commencement Date, or are subsequently developed, or acquired by, or licensed to the Contractor, other than as a result of the performance of the Services, and</li> <li>b. incorporated into the Contract Material or otherwise required by DIAC in order to use the Contract Material;</li> </ul>
<b>Intellectual Property</b>	includes all copyright and neighbouring rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;
<b>Office of the MARA</b>	Office of the Migration Agents Registration Authority;
<b>Party or Parties</b>	means a party or parties to this Contract;
<b>Personnel</b>	means a party's officers, employees, agents, contractor staff or professional advisers engaged in, or in relation to, the performance or management of this Contract;
<b>Project Officer</b>	means the person occupying the position set out in <i>Clause 22.1</i> or as notified by DIAC in writing from time to time;
<b>Services</b>	means the services described in <i>Clause 3</i> and includes the provision of Deliverables;
<b>Specified Personnel</b>	means a person specified in <i>Clause 5.1</i> as being a person required to perform all or part of the Services; and
<b>Third Party Interest</b>	means any legal or equitable right, interest, power or remedy in favour of any person other than the Commonwealth or the Contractor in connection with this Contract including, without limitation, any right of possession, receivership, control or power of sale and any mortgage, charge, security or other interest.

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### 3. Provision of Services

#### 3.1. Contract commencement date, Term of this Contract

This Contract commences on the date it is signed by the Department and continues until 30 September 2010 unless terminated earlier in accordance with this Contract or extended by the written agreement of the Parties, in the form of a Deed of Variation.

#### 3.2. Description of Services

The Contractor must:

- a. through the Specified Personnel draft content for the Office of the MARA's 2009-2010 annual report (Office of the MARA Report);
- b. through the Specified Personnel draft content for the relevant sections of the Department's 2009-2010 annual report relating to the Office of the MARA (DIAC Report);
- c. the first draft of the DIAC Report must be provided to the Project Officer for review and comments by 9 July 2010;
- d. the first draft of the Office of the MARA Report must be provided to the Project Officer for review and comments by 23 July 2010;
- e. the final DIAC Report must be provided to the Department by 30 July 2010;
- f. the second draft of the Office of the MARA Report must be provided to the Project Officer for review and comments by 27 August 2010; and
- g. the final Office of the MARA Report must be provided to the Department by 30 September 2010.

#### 3.3. Deliverables

The Specified Personnel must provide the following deliverables:

- a. drafts of the Office of the MARA and DIAC Reports for the Project Officer's review and comments; and
- b. final Office of the MARA and DIAC Reports which is approved by the Project Officer and where necessary incorporates the Project Officer's comments and amendments.

#### 3.4. Obligations of the Contractor

##### 3.4.1. The Contractor agrees to

- (a) perform the services as specified in *Clause 3.2* and to the satisfaction of DIAC;
- (b) comply with the time-frame for the performance of the Services as specified in *Clause 3.3*; and
- (c) submit invoices, and any supporting documents, in the manner specified in *Clause 6.1(b)*.

- 3.4.2. The Contractor declares that at the time of entering into this agreement it does not have a judicial decision against it (not including decisions under appeal) relating to employee entitlements and that it has not paid that claim.

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#### 4. Standards and Specifications

- 4.1. The Services must conform to the following standards:

The Contractor will provide the Services in accordance with the standard of skill, care and diligence expected of an expert professional provider of similar services.

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#### 5. Specified Personnel and Approved Subcontractors

##### 5.1. Specified Personnel

- 5.1.1. Specified Personnel for the purposes of this Contract is Ms s. 47F(1).

- 5.1.2. The Contractor will ensure that the Services are provided by the Specified Personnel or otherwise as agreed to in writing by DIAC.

##### 5.2. Approved Subcontractors

- 5.2.1. The Contractor may subcontract all or part of the Services to any Approved Subcontractor. Where DIAC consents to the Contractor subcontracting part or all of the Services, the Contractor remains responsible for the Services notwithstanding that the Services have been subcontracted.

- 5.2.2. The Contractor will make available, on request, details of all Approved Subcontractors performing all or part of the Services.

- 5.2.3. The following subcontractors are Approved Subcontractors, authorised by DIAC to perform all or part of the Services:

- a. No Approved Subcontractors are specified for the purposes of this Contract.

- 5.2.4. The Contractor agrees and will inform the Approved Subcontractors that the Approved Subcontractors participation in performing all or part of the Services may be publicly disclosed.

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#### 6. Fees and Expenses

##### 6.1. Fees

- 6.1.1. Subject to:

- a. the Services being supplied in accordance with this Contract; and  
b. receipt of a correctly rendered invoice in accordance with *Clause 7*,

DIAC will pay the Contractor the following fees and expenses within 30 days, if this period ends on a day that is not a business day, payment will be made on the next business day;

- 6.1.2. DIAC will pay the Contractor a maximum of \$50,000 (GST inclusive)

- 6.1.3. The total fees payable by DIAC comprise:

- a. \$90.42 per hour (GST inclusive) up to a maximum of 552 hours.

6.1.4. The total fees payable will be paid upon the Contractor's successful completion of this Contract.

## 6.2. Expenses

6.2.1. Not applicable.

## 6.3. Late Payment of Fees and Expenses

6.3.1. If DIAC fails to pay to the Contractor an amount payable by it under this contract by the day it is due for payment and payable, DIAC agrees to pay 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 up to and including the day that payment is made in accordance with the formula set out in this clause. Interest is only payable by DIAC when the amount of interest exceeds A\$10 and the Contractor has issued a correctly rendered invoice in relation to the interest.

6.3.2. For the purposes of this Clause 6.3:

- (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) 'The day that payment is made' is the day when DIAC's system generates a payment request into the banking system for payment to the Contractor.

Formula for Calculating Interest Payable by DIAC:

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

Where:

SI = simple interest amount;

UA = the unpaid amount;

GIC = General Interest Charge 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.

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## 7. Invoicing Requirements

An invoice will be correctly rendered if it:

- a. is correctly addressed;
- b. identifies the Purchase Order number specified in *Clause 1*;
- c. outlines the Services provided;
- d. is properly payable under the Contract;
- e. identifies the amount claimed;
- f. is a tax invoice for the purposes of the *A New Tax System (Goods and Services Tax) Act 1999* and related legislation where applicable;
- g. is correctly calculated;

- h. where explanation is necessary, is accompanied by documentation substantiating the amount claimed; and

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## 8. Insurance

- 8.1. The Contractor must, for as long as any obligations remain in connection with this Contract, effect and maintain the following insurance for all the Contractor's obligations under this Contract, including those which survive the expiration or termination of this Contract:
- a. Professional indemnity insurance to the value of no less than \$5 M per claim made, and in the aggregate;
  - b. Public liability insurance to the value of no less than \$10M per occurrence; and
  - c. Worker's compensation insurance.
- 8.2. The Contractor will upon request, provide proof of insurance acceptable to DIAC.

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## 9. Delivery

- 9.1. The Contractor will perform the Services (including the provision of Deliverables) in accordance with this Contract.
- 9.2. The Contractor will liaise with the Project Officer, provide any information the Project Officer may reasonably require and comply with any reasonable request made by the Project Officer.

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## 10. Commonwealth Material and Intellectual Property Rights

### 10.1. Commonwealth Material

All material provided by DIAC to the Contractor for the purposes of providing the Services ("**Commonwealth Material**") remains the property of the Commonwealth and must be returned to the Commonwealth on expiration or earlier termination of this Contract. DIAC may, by notice in writing, require the Contractor to deliver Commonwealth Material to it, within the timeframe specified in the notice. The Commonwealth grants to the Contractor a royalty-free, non-exclusive licence to use, reproduce and adapt Commonwealth Material for the purposes of this Contract and in accordance with any conditions, restrictions or directions notified by DIAC in writing from time to time.

### 10.2. Contract Material

Ownership of Intellectual Property in all Contract Material vests in the Commonwealth on its creation. The Contractor will ensure that the Contract Material is used, copied, supplied or reproduced only for the purposes of this Contract.

### 10.3. Existing Intellectual Property

*Clause 10.2* does not affect the ownership of any Existing Intellectual Property, but the Contractor grants to DIAC, or will secure the grant to DIAC from the owner of any Existing Intellectual Property, a permanent, irrevocable, royalty-free, non-exclusive licence (including a right of sublicense) to use, reproduce, adapt, publish, communicate to the public and exploit any such Existing Intellectual Property for the purposes of this Contract and in conjunction with the Contract Material.

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## 11. Moral Rights

### 11.1. Warranty

- 11.1.1. The Contractor warrants or undertakes that it has or will obtain from each author of all copyright works comprised in the Deliverables ("Works") an enforceable, irrevocable, perpetual and unconditional written consent in favour of the Contractor and the Commonwealth, and any subsequent owner or licensee of the Works, to do, or allow the doing of, any act or omission which, but for the consent, may infringe any Moral Right within the meaning of the Copyright Act 1968 (Cth).
- 11.1.2. The consent referred to in Clause 11.1(a) must be provided to DIAC as and when required but does not include the author's right not to have authorship falsely attributed.

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## 12. Security Requirements

### 12.1. Interpretation

The following terms have the meaning specified in the Australian Government Protective Security Manual 2005 as amended from time to time: Official Information, Security Classified Information, Security Breach, Security Incident and Security Violation.

### 12.2. Contractor's Obligations

The Contractor agrees to:

- a. participate, and provide full co-operation, in security reviews of the security procedures implemented, on an annual basis or as otherwise notified by DIAC;
- b. promptly report any Security Incidents, including Security Violations and Security Breaches, including steps taken by the Contractor to address these;
- c. comply with the security procedures and requirements, (including the requirement to remedy Security Incidents, Security Violations and Security Breaches), as notified by DIAC under this Contract from time to time;
- d. comply with the Australian Government Protective Security Manual 2005 as amended from time to time;
- e. use information held or controlled by it in connection with this Contract only for the authorised purposes for which it was collected;
- f. ensure that the Commonwealth Material is not accessible by any means by unauthorised persons, is protected against loss, use or modification;
- g. not transfer Security Classified Information outside Australia, or allow persons outside Australia to have access to it, without prior approval of DIAC;
- h. abide by any restrictions to accessing Security Classified Information and obtain any required security clearances as required; and
- i. ensure that its Specified Personnel meet all of the obligations of this Clause.

### 12.3. Third Party Interests

The Contractor:

- a. warrants that, at the date of entering this Contract, no third party has any Third Party Interest in connection with Security Classified Information that relates to this Contract, in favour of a third party, that have not been disclosed in writing to the Commonwealth; and
- b. agrees that it will not at any time create, or arrange with a third party to create, any Third Party Interest in favour of a third party, without prior approval from DIAC.

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## 13. Protection of Personal Information

### 13.1. Application of clause

This Clause applies only where the Contractor deals with personal information when, and for the purpose of, providing Services under this Contract.

### 13.2. Obligations of Contractor

The Contractor agrees in respect of the provision of Services under this Contract to:

- a. use Personal Information held or controlled by it in connection with this Contract only for the authorised purposes for which it was collected;
- b. take all reasonable measures to ensure that Personal Information in its possession or control in connection with this Contract is protected against loss and unauthorised access, use, modification or disclosure;
- c. comply with and not act or engage in a practice that would breach the Information Privacy Principles if that act was done or that practice engaged in by an agency as defined in the *Privacy Act 1988*;
- d. comply with the National Privacy Principles contained in the *Privacy Act 1988* or Approved Code provisions to the extent that the content of those principles apply to the activities the Contractor is undertaking under this Contract;
- e. cooperate with any reasonable demands or inquiries made by the Project Officer on the basis of the exercise of the functions of the Privacy Commissioner under the *Privacy Act 1988* including, but not limited to, a request from the Project Officer to comply with a guideline concerning the handling of Personal Information and Sensitive Information;
- f. ensure that any person who has access to any Personal Information or Sensitive Information is made aware of, and undertakes in writing, to observe the Information Privacy Principles, National Privacy Principles or Approved Code provisions and any other obligations in this Clause;
- g. comply as far as practicable with any policy guidelines laid down by DIAC or issued by the Privacy Commissioner from time to time relating to the handling of Personal Information; and
- h. comply with any direction of the Project Officer to observe any recommendation of the Privacy Commissioner relating to any acts or practices of the Contractor that the Privacy Commissioner considers breaches the obligations of this Clause.

### 13.3. General Provisions

- 13.3.1. The Contractor agrees to ensure that any subcontract entered into for the purpose of fulfilling its obligations under this Contract contains provisions to ensure that the subcontractor has the same awareness and obligations as the Contractor has under this Clause, including the requirement in relation to subcontracts.



- 13.3.2. The Contractor agrees to indemnify the Commonwealth in respect of any loss, liability or expense suffered or incurred by the Commonwealth which arises directly or indirectly from a breach of any of the obligations of the Contractor under this Clause 13.3, or a subcontractor under the subcontract provisions referred to in Clause 5.
- 13.3.3. In this Clause 13.3, the terms 'agency', 'approved privacy code' (APC), 'health information' and 'Information Privacy Principles' (IPPs), 'National Privacy Principles' (NPPs), 'personal information' and 'sensitive information' have the same meaning as they have in section 6 of the Privacy Act 1988.
- 13.3.4. The provisions of this Clause 13 survive termination or expiration of this Contract.

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## 14. Confidential Information

- 14.1. Subject to Clause 14.2 and 14.3 a Party must not, without the prior written consent of the other Party, use or disclose any Confidential Information of the other Party. In giving written consent to use or disclose the Confidential Information, a Party may impose such reasonable conditions as it sees fit. The Commonwealth may require the Contractor's employees or subcontractors to give a written undertaking in a form reasonably required by the Commonwealth relating to the use and non-disclosure of the Commonwealth's Confidential Information. The Contractor agrees to promptly arrange for all such undertakings to be given.
- 14.2. A Party will not be in breach of this Clause 14 if it discloses Confidential Information which is required in order to discharge an obligation under this Agreement or is otherwise authorised or required by law to be disclosed. Without limiting the foregoing, the Contractor acknowledges the Commonwealth has broad reporting obligations and consents to the Commonwealth disclosing information to such third parties including Commonwealth Ministers, Ministerial advisers, Parliamentary Committees, the Auditor General, and under the Freedom of Information Act 1982.
- 14.3. The Contractor further acknowledges the Commonwealth's obligation to publish the price and certain other summary details of its contracts through AusTender at [www.contracts.gov.au](http://www.contracts.gov.au). Certain information may be treated as confidential subject to the Contractor asserting such a claim and the Commonwealth being satisfied that the information meets specified criteria.
- 14.4. The Contractor has requested and the Commonwealth has agreed to treat the information contained in the table below as commercially sensitive and confidential.

Description of Commercially Sensitive Information	Period of Confidentiality
Not applicable	Not applicable

- 14.5. This Clause 14 survives the termination or expiration of this Agreement.

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## 15. Access to Premises

15.1. The Contractor will allow:

- a. the Project Officer;
- b. the Australian National Audit Office;
- c. the Ombudsman's Office; and
- d. other persons authorised by the Project Officer,

to access the Contractor's premises at all reasonable times and to inspect and copy all relevant documentation and records, however stored, in the Contractor's possession or control, for purposes associated with this Contract or any review of performance under this Contract.

15.2. The rights referred to in *Clause 15.1* are subject to:

- a. the provision of reasonable prior notice to the Contractor;
- b. compliance with the Contractor's reasonable security procedures;
- c. each party bearing its own cost arising out of or in connection with any access or inspection; and
- d. if appropriate, execution of a deed of confidentiality relating to non-disclosure of the Contractor's Confidential Information.

15.3. The Contractor will ensure that any subcontract entered into for the purposes of this Contract contains an equivalent clause granting the rights specified in this *Clause 15*.

15.4. *Clauses 15.1 and 15.2* apply for the term of this Contract and for a period of 6 years from the date of expiration or termination of this Contract.

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## 16. Conflict of Interest

The Contractor warrants that, at the date of entering into this Contract, no conflict of interest exists or is likely to arise in the performance of its obligations under this Contract. If, during the term of this Contract, a conflict or risk of conflict of interest arises, the Contractor undertakes to notify DIAC immediately in writing of that conflict or risk.

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## 17. Termination or Reduction for Convenience

17.1. DIAC may at any time, by written notice, terminate this Contract or reduce the scope of the Services immediately. Upon receipt of such notice the Contractor will cease or reduce work according to the requirements of the notice and will immediately do everything possible to mitigate consequential losses and to protect Commonwealth Material and Contract Material.

17.2. In that event, the Contractor may submit a claim for compensation and DIAC will pay to the Contractor such sums as are fair and reasonable in respect of any loss sustained by the Contractor in unavoidable consequence of the termination provided that:

- a. the Contractor will not be entitled to compensation for loss of prospective profits;
- b. the Contractor must substantiate the claims for compensation to the satisfaction of DIAC; and
- c. DIAC will not be liable to pay any sum which, in addition to any amounts paid or due or becoming due to the Contractor under this Contract, would together exceed the fees ordinarily payable by DIAC for the Services under this Contract.

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## 18. Termination for Default

### 18.1. Termination

DIAC may, without prejudice to any other rights and remedies it has, terminate this Contract at any time by giving written notice to the Contractor if the Contractor:

- a. fails to deliver the Services by the date required by this Contract;
- b. is in breach of any material term of this Contract;
- c. being an individual, commits an act of bankruptcy, becomes bankrupt or executes a deed of assignment or deed of arrangement under Part 10 of the *Bankruptcy Act 1966* as amended;
- d. being a corporation, in respect of which a liquidator or provisional liquidator is appointed;
- e. being a corporation, in respect of whose property a receiver or a receiver and manager is appointed; or
- f. fails to:
  - i. commence performance of this Contract or to proceed at a rate of progress that ensures the due and proper completion of this Contract; or
  - ii. take action to remedy a breach of another obligation under this Contract and does not commence to remedy that breach within 7 days of being given notice by DIAC requiring the Contractor to remedy the breach, or does not completely remedy the breach within 30 days of being given that notice; or
- g. assigns its rights otherwise than in accordance with the requirements of this Contract.

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## 19. Indemnity

### 19.1. General Indemnity

The Contractor must at all times hold DIAC, its officers, employees and agents harmless from and against all losses, damages and expenses (including legal costs and expenses on a solicitor/own client basis) or liability incurred or suffered by DIAC arising out of or in connection with:

- a. any act or omission by the Contractor or its Personnel in connection with this Contract;
- b. any breach by the Contractor of its obligations under this Contract;
- c. any unauthorised use or disclosure by the Contractor, its Personnel, or subcontractors of Personal Information held or controlled in connection with this Contract; or
- d. any action or claim brought by a third party for alleged infringement of Intellectual Property Rights, by reason of DIAC's receipt or use of the Deliverables.

### 19.2. Acts of DIAC

The indemnity in *Clause 19.1* will be reduced proportionately to the extent that any negligent act or omission of DIAC contributed to the relevant loss or liability.

### 19.3. Survival

Clause 19 will survive 6 years from the expiration or termination of this Contract.

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## 20. General Conditions

- 20.1. The Contractor must not novate or assign any part of this Contract without the prior written approval of DIAC.
- 20.2. This Contract does not create a relationship of employment, agency or partnership between the Contractor and DIAC.
- 20.3. No agreement or understanding varying or extending this Contract will be legally binding on the Contractor or DIAC unless it is in writing and signed by both Parties, in the form of a Deed of Variation.
- 20.4. The Contractor agrees to comply with all materially relevant laws.
- 20.5. The Contractor will ensure that any subcontract entered into for the purposes of this Contract contains equivalent clauses granting the disclosure rights specified in Clause 14, the compliance with materially relevant laws in Clause 20.4 and Clause 20.6.
- 20.6. The provisions of Clause 14 and Clause 20.5 survive the termination or expiration of this Contract.
- 20.7. A waiver by a Party of any breach or any condition or provision of this Contract is not a waiver of any other or subsequent breach.
- 20.8. All notices must be forwarded to the addresses specified in Clause 22. A notice, request or other communication will be deemed to be received:
- a. if delivered by hand, upon delivery;
  - b. if sent by pre-paid ordinary post within Australia, upon the expiration of two (2) business days after the date on which it was sent;
  - c. if sent by facsimile, on the business day next following the day of dispatch providing that the sender receives an "OK" code in respect of the transmission and is not notified by the recipient by close of business of the next business day following the day of dispatch that the transmission was illegible; and
  - d. if transmitted electronically, upon receipt by the sender of an acknowledgment that the communication has been properly transmitted to the recipient.
- 20.9. This Contract will be governed by and construed in accordance with the laws in the Australian Capital Territory.

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## 21. Engagement of Illegal Workers prohibited

- 21.1. For the purposes of this Clause 21, an "illegal worker" is a person who is an Unlawful Non-Citizen, or a Non-Citizen who is performing work in breach of a Visa Work Condition, and the following definitions also apply:
- a. "Contractor" will, where the context so admits, include the officers, employees, volunteers, bailees, agents and authorised sub-contractors of the Consultant; and
  - b. "Non-Citizen" has the same meaning as under the *Migration Act 1958*;

- c. "Unlawful Non-Citizen" has the same meaning as under the *Migration Act 1958*; and
- d. "Visa Work Condition" means a condition of a visa restricting the work that the Non-Citizen may do in Australia,

and a reference to the *Migration Act 1958* is a reference to that Act as amended or replaced from time to time.

- 21.2. The Contractor must ensure that no employee or independent contractor, including those engaged by any subcontractors, is an illegal worker.
- 21.3. The Contractor must make compliance by any subcontractors with the provisions of this Clause 21 a condition of any subcontract.
- 21.4. The Contractor must remove, or cause to be removed, any illegal worker from any involvement in the carrying out of the Services and arrange for their replacement at no cost and immediately upon becoming aware of the involvement of the illegal worker.
- 21.5. For the avoidance of doubt, compliance with the Contractor's obligations under this Clause 21 will not constitute a force majeure event, give rise to an entitlement to claim any delay or otherwise excuse the Contractor from compliance with its obligations under this Contract.
- 21.6. When requested in writing, the Contractor will provide evidence within 14 days that it has taken all reasonable steps to ensure that it has complied and is complying with its obligations under this Clause 21.
- 21.7. Contractors may check their entitlement to work in Australia at [www.immi.gov.au/evo](http://www.immi.gov.au/evo)

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## 22. Project Officer and Address for Notices

### 22.1. Project Officer

The person holding the title or performing the duties of Director of Strategy and Business, currently **s. 22(1)(a)(ii)** will be the Project Officer with responsibility for supervision of the Services on behalf of DIAC and authority to issue and receive any written notification under this Contract.

### 22.2. Address for Notices (DIAC)

The Contractor must send all notices to DIAC under or otherwise in connection with this Contract to the Project Officer at the following address:

**s. 22(1)(a)(ii)**

Director of Strategy and Business  
Office of the MARA  
PO Box Q1551  
QVB NSW 1230

### 22.3. Address for Notices (Contractor)

DIAC will send all notices to the Contractor under or otherwise in connection with this Contract to the following address:

Ms **s. 47F(1)**

Recruitment Specialist  
Launch Recruitment Pty Ltd  
Level 10, 1 Castlereagh Street  
SYDNEY NSW 2000

SIGNED for and on behalf of the

COMMONWEALTH OF AUSTRALIA

By

s. 22(1)(a)(ii)

Director of Strategy and Business  
Office of the Migration Agents Registration  
Authority

s. 22(1)(a)(ii)

Signature

28 / 6 / 2010

Date

in the presence of

s. 22(1)(a)(ii)

Signature

s. 22(1)(a)(ii)

Please print name

28 / 06 / 2010

Date

SIGNED for and on behalf of

LAUNCH RECRUITMENT PTY LTD (ABN 54 119 140 840)

By

REBECCA WALLACE

(Contractor/Director's name)

s. 47F(1)

Co

24 / 6 / 2010

Date

in the presence of

CASSIE BUCHAN

(Name of another Director or a Company Secretary)

s. 47F(1)

Signature

24 / 6 / 2010

Date