

# Humanitarian Response Aid Quality Check for West Africa Ebola Emergency Response 2014

DFAT uses Humanitarian Response Aid Quality Checks (HAQCs) to assess how well humanitarian response investments are performing and to strengthen the management and performance of investments. A humanitarian response is defined as an investment whose primary purpose is to save lives, alleviate suffering and enhance human dignity during and in the aftermath of natural disasters and human-induced crises.

HAQCs should be completed by investment managers and be based on a consistent 12 month reporting period. HAQCs are internal DFAT documents, but data from HAQCs are used to report to the public and the Government on the performance of the aid program. It is mandatory to complete an HAQC for all humanitarian responses with a total value over \$3 million. A proportional approach to completing an HAQC should be adopted depending on the size and risk of the investment. For investments above \$10 million, text is required to provide evidence to support the ratings and identify any management responses. For investments between \$3 million and \$10 million, supporting text is required only if an unsatisfactory overall rating is provided (i.e. 3 or below) or a very good rating (6) is provided. For investments above \$10 million, a moderation meeting is required to be held to contest the ratings provided and ensure appropriate management responses are identified. All Investments Requiring Improvement are required to provide supporting text and undergo moderation, regardless of the value of the investment.

HAQCs should be approved by a relevant EL2 officer or above and uploaded onto AidWorks by 1 May 2015. Where a rapid-onset disaster has occurred less than six months before this date, programs may apply to have the HAQC deferred.

This SmartPDF form can be directly uploaded into AidWorks. Do not use this form for non-humanitarian response investments. For further information, refer to the Good Practice Note and the Aid Programming Guide chapter 7.3. If you have any questions, please contact [humanitarianqualityreports@dfat.gov.au](mailto:humanitarianqualityreports@dfat.gov.au)

## Summary

Investment Name	s 47E(d)		
Investment number			
Investment start date	s 47E(d)	Investment end date	s 47E(d)
Reporting period start date		Reporting period end date	
Total Value		Expenditure to date	
Report drafted by			
Approved by		Date approved in AidWorks	
Was this an Investment Requiring Improvement (IRI) in the previous AQC round?	s 47E(d)		

## Description (no more than 300 words)

### What are we doing?

Provide a brief description of the investment, assuming the reader has no prior knowledge. This should include a brief background of the crisis, Australia's statement of intent, and key activities of the investment. It can also describe the rationale, implementation arrangements, key partners, duration and phasing of the investment.

The 2014-2015 Ebola outbreak in West Africa was a health emergency unprecedented in scope and scale. In late September 2014, the UN Security Council declared the outbreak a "threat to international peace and security". At the time, the number of new Ebola infections was doubling every three weeks. It was clear that a coordinated international response effort was required to help to contain the outbreak.

The Australian Government has focused on domestic preparations; border protection measures; regional preparedness; and supporting the international response in West Africa. Commencing August 2014, Australia made a contribution of more than \$35 million to the international Ebola response, comprising:

- \$13.9 million to the Ebola Treatment Centre (ETC)
- \$10 million to the UN Ebola Response Multi-Partner Trust Fund (MPTF)
- The deployment of ten personnel through RedR Australia to priority roles in the United Nations Ebola response
- \$2.5 million to Australian NGOs to work in Sierra Leone and Liberia through the HPA
- \$2 million to the UK in support of front line services in Sierra Leone
- \$3.5 million in support of WHO's consolidated regional response for West Africa
- \$2.3 million for an Ebola regional response and preparedness package
  - o \$1.7 million to enable the WHO to support preparedness and response measures in PNG, Timor-Leste and Pacific Island Countries
  - o \$300,000 to fund an epidemiological study by the University of Melbourne on the risks and possible impact of an Ebola outbreak on the region
  - o \$300,000 to the WHO PNG Country Office to assist the PNG Government to develop plans and strategies to prevent and/or contain Ebola.

## Australian Aid – Rated Quality Criteria

Rate each statement using the following six point scale as a guide.

Satisfactory		Less than satisfactory	
6	Very good; satisfies criteria in all or almost all areas	3	Less than adequate; on balance does not satisfy criteria but does not fail in any major area
5	Good; satisfies criteria in most areas	2	Poor; does not satisfy criteria in major areas
4	Adequate; on balance satisfies criteria; does not fail in any major area	1	Very poor; does not satisfy criteria in many major areas

## 1. Relevance - *Is this still the right thing to do?*

The investment aligns with the purpose of the aid program, to promote Australia's national interest and responds to a high priority humanitarian crisis.	s 47E(b), s 47E(d), s 47C
The investment is important for the partner government/s and/or aligns with the priorities of the international humanitarian system.	
There is a clear link between what the investment plans to deliver and the needs and priorities of affected communities.	
The investment is in an area of Australia's comparative advantage. Australia's value-add is clear.	
The investment was timely, relative to the needs of the affected population.	
Overall rating	

### Assessment (no more than 300 words)

For investments above \$10 million: It is mandatory to provide evidence to support the ratings given. This should include any management responses.  
For investments valued between \$3-10 million: Supporting text and management responses are required if an overall rating of 3 or below or 6 is given.

s 47E(b), s 47E(d), s 47C

## 2. Effectiveness - *Are we achieving the results that we expected?*

The investment has clear and realistic outcomes supported by a statement of strategic intent and/or a theory of change.	s 47E(b), s 47E(d), s 47C
The investment is on track towards meeting its outcomes.	
The investment's outputs and activities are in line with the stated outcomes.	
Policy dialogue is used effectively to influence partners and support the investment's outcomes.	
The number of instances of life saving assistance delivered was as expected, comparative to Australia's investment.	
The investment identifies and addresses barriers to assisting different population groups, proportionate to needs.	
Overall rating	

### Assessment (no more than 300 words)

For investments above \$10 million: It is mandatory to provide evidence to support the ratings given. This should include any management responses.  
For investments valued between \$3-10 million: Supporting text and management responses are required if an overall rating of 3 or below or 6 is given.

s 47E(b), s 47E(d), s 47C

### 3. Efficiency - *Is the investment making appropriate use of Australia's and our partners' time and resources to achieve outcomes?*

s 47E(b), s 47E(d), s 47C

Activities and outputs are delivered on time and in a cost-effective manner.
The investment's planned funding and timeframe are sufficient to achieve the intended outcomes of Australia's assistance.
There is sufficient staff (both DFAT and partners) with the necessary skills to manage the investment.
The investment modality and implementation arrangements are appropriate.
Implementation arrangements are well harmonised with other donors and Whole of Government partners.
Implementation arrangements are aligned with partner government systems to an appropriate extent.
<i>Overall rating</i>

#### Assessment (no more than 300 words)

For investments above \$10 million: It is mandatory to provide evidence to support the ratings given. This should include any management responses.  
 For investments valued between \$3-10 million: Supporting text and management responses are required if an overall rating of 3 or below or 6 is given.

s 47E(b), s 47E(d), s 47C

### 4. Monitoring and Evaluation - *Is implementation progress, and progress towards meeting objectives being measured?*

s 47E(b), s 47E(d), s 47C

There is sufficient performance information to complete the HAQC with confidence.
An M&E plan is in place that specifies what will be assessed, by which partners, when and how and at what cost.
M&E products produced by DFAT and/or partners generate information that is used for management decision making, and learning and accountability purposes.
There are sufficient resources allocated for M&E in the investment's budget.
Reviews and evaluations for this investment are included in an "Evaluation and Review Pipeline Plan", or other planning document, and are published in a timely manner.
M&E arrangements include the participation of the affected population.
<i>Overall rating</i>

#### Assessment (no more than 300 words)

For investments above \$10 million: It is mandatory to provide evidence to support the ratings given. This should include any management responses.  
 For investments valued between \$3-10 million: Supporting text and management responses are required if an overall rating of 3 or below or 6 is given.

s 47E(b), s 47E(d), s 47C

## 5. Connectedness – *Is the investment delivered in a way which supports recovery, resilience and long-term development?*

The investment incorporates linkages between humanitarian response, early recovery and development.	s 47E(b), s 47E(d), s 47C
The investment uses local systems and processes and strengthens the capacity of local institutions, where appropriate.	
The investment has a high level of understanding and support amongst partners and the affected population.	
The investment is enabling people and/or local systems to better withstand and respond to future crises.	
<b>Overall rating</b>	

### Assessment (no more than 300 words)

For investments above \$10 million: It is mandatory to provide evidence to support the ratings given. This should include any management responses.  
For investments valued between \$3-10 million: Supporting text and management responses are required if an overall rating of 3 or below or 6 is given.

s 47E(b), s 47E(d), s 47C

## 6. Protection – *Is the investment protecting the safety, dignity and rights of affected people?*

The investment identifies and analyses protection issues and implements strategies to address these.	s 47E(b), s 47E(d), s 47C
Delivery partners are accountable to affected populations e.g. active participation in planning and opportunities to safely raise and resolve grievance.	
The investment identifies and addresses barriers to inclusion and opportunities for participation for people with a disability.	
The investment includes measures to prevent and respond to gender based violence.	
The M&E system collects sex, age and disability disaggregated data.	
The investment applies Do No Harm principles in its implementation.	
<b>Overall rating</b>	

### Assessment (no more than 300 words)

For investments above \$10 million: It is mandatory to provide evidence to support the ratings given. This should include any management responses.  
For investments valued between \$3-10 million: Supporting text and management responses are required if an overall rating of 3 or below or 6 is given.

s 47E(b), s 47E(d), s 47C



## 7. Gender Equality – Is the investment making a difference to gender equality and empowering women and girls?

Promoting equality between men and women is [pick the best option below]	
s 47C and s 47E(d)	
Analysis of gender equality gaps and opportunities substantially informs the investment.	s 47E(b), s 47E(d), s 47C
Risks to gender equality are identified and appropriately managed.	
The investment is making progress as expected in effectively implementing strategies to promote gender equality and women's empowerment.	
There is sufficient expertise and budget allocation to achieve gender equality related outputs of the investment.	
As a result of the investment, partners increasingly treat gender equality as a priority through their own policies and processes.	
Overall rating	

### Assessment (no more than 300 words)

For investments above \$10 million: It is mandatory to provide evidence to support the ratings given. This should include any management responses.  
For investments valued between \$3-10 million: Supporting text and management responses are required if an overall rating of 3 or below or 6 is given.

s 47C and s 47E(d)

## 8. Risk Management – How is risk being managed?

All required DFAT risk documentation for this investment is up-to-date (i.e. a risk register, risk management plan).	s 47E(b), s 47E(d), s 47C
Risks for this investment are discussed with the implementing partner on an appropriately regular basis.	
Senior management has been formally advised of any high risks to this investment.	
The risk profile of this investment has identified the key issues which will lead to an improved outcome for affected populations.	
The controls and treatments for the management for the identified risks are effective.	
The investment has reasonable measures in place to prevent, detect and deal with fraud and corruption	
<b>Safeguards</b>	
If this project required an environmental management plan, have all the plan's tasks been implemented correctly and on schedule (e.g. mitigation, monitoring, reporting, capacity building)?	
The investment has the necessary policy, systems and processes in place to protect children (is compliant with the department's <i>Child Protection Policy</i> ).	
If this project required a resettlement action plan, have all the plan's tasks been implemented correctly and on schedule (i.e. activities, deliverables, outcomes)?	
Overall rating	

### Assessment (no more than 300 words)

For investments above \$10 million: It is mandatory to provide evidence to support the ratings given. This should include any management responses.  
For investments valued between \$3-10 million: Supporting text and management responses are required if an overall rating of 3 or below or 6 is given.

s 47E(b), s 47E(d), s 47C

## 9. Innovation – How innovative is this investment?

**Note:** This is not a quality standard. A low rating against these innovation questions does not necessarily result in a poor performance assessment.

The investment is applying a new approach to aid delivery that has not been used in this region/country or sector previously.	s 47E(b), s 47E(d), s 47C
The investment is trialling or adapting new technologies that, if successful, offer clear potential for improved cost effectiveness and/or achieving impact at scale.	
The investment is a new collaboration / partnership between DFAT and the private sector (excludes standard commercial supply contracts).	
The investment's M&E system is collecting 'real-time' data and using this information to adapt the investment during implementation.	
The investment has potential to be scaled-up and/or replicated if successful.	
The investment engaged with the private sector in its design, delivery, governance or evaluation.	
Overall rating	

### Assessment (no more than 300 words)

For investments above \$10 million: It is mandatory to provide evidence to support the ratings given.  
For investments valued between \$3-10 million: Supporting text is required if an overall rating of 5 or 6 is given.

s 47E(b), s 47E(d), s 47C

## 10. General Comments (no more than 500 words)

Use this text box to record any other information relevant to the performance of the investment, if required. This may include, for example, contextual information not covered in the above assessments, more detail on significant quality issues, key messages for use in briefings, handover notes, or assessments of progress against previous management responses.

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## Partner Performance Assessment (PPA)

DFAT uses Partner Performance Assessments (PPAs) to assess how well implementing partners are delivering the services required in aid agreements. PPAs are internal DFAT documents, but data from PPAs are used to inform future procurement evaluations, including Tender Evaluation Committees, partner selection decision making, and core contributions to multilateral organisations. PPAs should be completed by agreement managers and be based on the most recent 12 month period where performance information is available. Responses should be based on assessments of performance by a partner in relation to a specific agreement. It is mandatory to complete a PPA for all agreements with NGOs, commercial suppliers and multilateral organisations with a total value over \$3 million, except for core contributions to multilateral organisations. A proportional approach to completing the PPA should be adopted depending on the size and risk of the agreement. For agreements above \$10 million, text is required to provide evidence to support the ratings and identify any areas for improvement. For agreements between \$3 million and \$10 million, supporting text is only required if an unsatisfactory rating (i.e. 3 or below) or a rating of 6 (very good) is provided. As PPAs inform future funding decisions, delivery partners must be given an opportunity to review the assessment. Delivery partners should be provided with a minimum 15 working days to endorse the ratings. PPAs must be approved by a relevant EL2 officer or above and uploaded onto AidWorks by 1 May 2015. This Smart PDF form can be directly uploaded into AidWorks. For further information, refer to the Good Practice Note. If you have any questions, please contact the relevant partner area: for NGOs contact [ngoengagement@dfat.gov.au](mailto:ngoengagement@dfat.gov.au), for multilateral organisations contact [aidriskmanagement@dfat.gov.au](mailto:aidriskmanagement@dfat.gov.au), for commercial suppliers contact [contractor.performance@dfat.gov.au](mailto:contractor.performance@dfat.gov.au).

### Summary

Agreement Name	s 47E(d)		
Partner's Name	s 47E(d)	Agreement Number	s 47E(d)
Agreement Start Date		Agreement End Date	
Reporting period start date		Reporting period end date	
Total Value		Country/Region	
Report drafted by		Sector	
Approved by		Date approved	
Partner type			
Agreement type			
Final Version?			

### Australian Aid - Rated Performance Criteria

Rate each statement using the following six point scale as a guide

Satisfactory		Less than satisfactory	
6	Very good; satisfies criteria in all or almost all areas	3	Less than adequate; on balance does not satisfy criteria but does not fail in any major area
5	Good; satisfies criteria in most areas	2	Poor; does not satisfy criteria in major areas
4	Adequate; on balance satisfies criteria; does not fail in any major area	1	Very poor; does not satisfy criteria in many major areas

#### 1. Deliver Lasting Results and Impact - *Is the delivery partner achieving agreed objectives and results and promoting sustainability?*

a) Results focused and delivers on time, ensuring deliverables are of high quality, accurate and meet the defined requirements	s 47E(b), s 47E(d), s 47C
b) Undertakes sound monitoring and evaluation reporting that includes quantitative and qualitative evidence of progress against objectives	
c) Promotes sustainability and where applicable, is prepared for transition in/out of the activity	
Overall rating	

#### Assessment (no more than 300 words)

For agreements above \$10 million: It is mandatory to provide evidence to support the ratings given. This should include any identified areas for improvement.  
For agreements between \$3-10 million: Supporting evidence is required if a rating of 3 or below or 6 is given.

s 47E(b), s 47E(d), s 47C

## 2. Maximise Value for Money (VfM) – Is value for money being delivered ensuring effective, ethical, efficient and economical use of funds?

a) Committed to eliminating inefficiency and duplication and applying lessons learnt to enhance VfM	s 47E(b), s 47E(d), s 47C
b) Delivers defined services within budget (predicted budgets compare well to actual expenditure)	
c) Scrutinises costs to pursue the most cost-effective options and considers proportionality in planning/allocating resources	
d) Robust systems and procedures in place to monitor and manage VfM during implementation	
Overall rating	

### Assessment (no more than 300 words)

For agreements above \$10 million: It is mandatory to provide evidence to support the ratings given. This should include any identified areas for improvement.

For agreements between \$3-10 million: Supporting evidence is required if a rating of 3 or below or 6 is given.

s 47E(b), s 47E(d), s 47C

## 3. Collaboration, Communication and Responsiveness – Does the partner work collaboratively, communicate effectively with stakeholders and respond effectively to emerging issues?

a) Communicates effectively with stakeholders and counterparts (including partner government, other donors, private sector, communities and beneficiaries as appropriate), works collaboratively, builds effective relationships and ensures DFAT is consulted on key developments and emerging issues	s 47E(b), s 47E(d), s 47C
b) Demonstrates appropriate flexibility and responsiveness to DFAT requests and addresses problems/issues openly and constructively	
Overall rating	

### Assessment (no more than 300 words)

For agreements above \$10 million: It is mandatory to provide evidence to support the ratings given. This should include any identified areas for improvement.

For agreements between \$3-10 million: Supporting evidence is required if a rating of 3 or below or 6 is given.

s 47E(b), s 47E(d), s 47C

## 4. Policy Alignment, Risk Management and Innovation – Does the partner operate in a manner consistent with DFAT policies and priorities, effectively managing risk, fraud and corruption, and promoting innovation?

a) Partner takes appropriate account of DFAT policies including on Child protection, Environmental and Resettlement safeguards; Gender Equality and Disability Inclusive Development	s 47E(b), s 47E(d), s 47C
b) Has effective systems for identifying, managing and reporting risk, fraud and corruption and informs DFAT of risks/issues that may adversely affect timing, cost or quality of services as agreed	
c) Partner follows branding guidelines, including use of the DFAT crest and Australia Aid Identifier, and promotes the visibility of Australian Government funded aid investments as appropriate	
<b>Innovation</b> (This is not a performance standard. A low rating against this question does not necessarily result in a poor performance assessment)	
d) Partner proposes and implements innovative development approaches (e.g. results-based aid; trialling/adapting new technologies), leveraging new partnerships/sources of finance, whilst mitigating associated risks	
Overall rating	

**Assessment (no more than 300 words)**

For agreements above \$10 million: It is mandatory to provide evidence to support the ratings given. This should include any identified areas for improvement.  
 For agreements between \$3-10 million: Supporting evidence is required if a rating of 3 or below or 6 is given.

s 47E(b), s 47E(d), s 47C

**5. Effective partner personnel – Does the partner provide personnel with appropriate skills and experience and manage them effectively?**

a) Senior personnel demonstrate effective leadership and management, achieve results against agreed responsibilities and communicate effectively	s 47E(b), s 47E(d), s 47C
b) Head/Regional Office provides effective support and oversight to the in-country team	
c) Recruitment and management of staff is conducted in a timely and professional manner and DFAT has been alerted to any recruitment/staffing issues	
Overall rating	

**Assessment (no more than 300 words)**

For agreements above \$10 million: It is mandatory to provide evidence to support the ratings given. This should include any identified areas for improvement.  
 For agreements between \$3-10 million: Supporting evidence is required if a rating of 3 or below or 6 is given.

s 47E(b), s 47E(d), s 47C

**6. Other Agreement Specific Measurable(s) - [If necessary, use the fields below to add any indicators specific to the partner performance agreement]**

a)	<input type="radio"/> 1   2   3   4   5   6
b)	<input type="radio"/> 1   2   3   4   5   6
c)	<input type="radio"/> 1   2   3   4   5   6
d)	<input type="radio"/> 1   2   3   4   5   6

**Assessment (no more than 300 words)**

For agreements above \$10 million: It is mandatory to provide evidence to support the ratings given. This should include any identified areas for improvement.  
 For agreements between \$3-10 million: Supporting evidence is required if a rating of 3 or below or 6 is given.

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## 7. General comments (no more than 500 words)

Use this text box to record any other information relevant to the performance of the partner. If there is insufficient space, a separate pdf can be uploaded to AidWorks. Advise here where additional information can be found, if applicable.

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### Partner acknowledgement

- ☒ I/we endorse this Partner Performance Assessment

Name:	s 47F(1)
Position:	Project Manager
Date:	21 August 2015

OR

- ☐ I/we do not endorse this Partner Performance Assessment and attach a written statement detailing the reasons for this

Name:	
Position:	
Date:	

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# **Project Completion Report**

## **HASTINGS AIRFIELD EBOLA TREATMENT CENTRE (HAETC)**

**DEPARTMENT OF FOREIGN AFFAIRS AND TRADE (DFAT)**

**FOR**

**MOBILISING MEDICAL SERVICES FOR SIERRA LEONE EBOLA RESPONSE**

<b>Document No</b>	
<b>Version</b>	1.0
<b>Date of Issue</b>	July 2015
<b>Date for Review</b>	July 2015
<b>Authorised</b>	Operations Manager
<b>Approved</b>	General Manager Operations

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# Project Completion Report

## Overview

The Ebola Virus Disease (EVD) was first identified in 1976 and is introduced into the human population through close contact with infected animals. The disease then spreads through human to human transmission via direct contact with infected people or contaminated items<sup>1</sup>.

The recent Ebola virus outbreak in West Africa is believed to have originated in Guinea, in December 2013. *Médecins Sans Frontières* (MSF) in Geneva were notified of the suspected outbreak on 14 March 2014. On 22 March 2014 it was confirmed as Ebola Virus Disease and Guinea officially declared the outbreak the same day<sup>2</sup>.

Over the proceeding months the Ebola virus spread rapidly to Sierra Leone<sup>3</sup>, Senegal, Liberia and Nigeria. However, differences of opinion remained with respect to the magnitude of the outbreak, particularly between The World Health Organisation (WHO) and MSF<sup>4</sup>.

On 8 August 2014 the WHO declared a Public Health Emergency of International Concern. Regular public health reporting commenced 29 August 2014 and it was recorded at the time that the *"probable, confirmed and suspect cases in the current outbreak of Ebola virus disease (EVD) in West Africa is 3052, with 1546 deaths. Countries affected were Guinea, Liberia, Nigeria, and Sierra Leone."*

<sup>5</sup> Furthermore, cases were increasing, particularly in Sierra Leone and Liberia<sup>6</sup>.

On 19 September 2014, the United Nations responded with General Assembly resolution 69/1 authorising a Mission to *"provide the operational framework and unity of purpose to ensure the rapid, effective and coherent action necessary to stop the outbreak, to treat the infected, to ensure essential services, to preserve stability and to prevent the spread to countries currently unaffected."*<sup>7</sup> Advance teams deployed within days to Sierra Leone, Liberia, Guinea, Ghana and Nigeria.

The United States of America responded with OPERATION UNITED ASSISTANCE in Liberia in mid-September and the United Kingdom with OPERATION GRITROCK in Sierra Leone, around the same time. OPERATION UNITED ASSISTANCE was planned to deliver seventeen (17), one hundred (100)

<sup>1</sup> World Health Organisation Website. Media Centre, fact sheets (no. 103), *"Ebola Virus Disease"*. <http://www.who.int/mediacentre/factsheets/fs103/en/>

<sup>2</sup> Médecins sans Frontières Report, *"Pushed to the Limit and Beyond: A Year in to the Largest ever Ebola Outbreak"*, March 2015.

<sup>3</sup> Médecins sans Frontières Australia, Field News, *Resurgence of Ebola Epidemic in West Africa*, 4 June 2014. <http://www.msf.org.au/from-the-field/field-news/field-news/article/resurgence-of-epidemic-ebola-in-west-africa.html>

<sup>4</sup> *"Pushed to the Limit and Beyond"*. p. 6.

<sup>5</sup> World Health Organisation, *Statement on the 1st meeting of the IHR Emergency Committee on the 2014 Ebola outbreak in West Africa*. 8 August 2014. <http://www.who.int/mediacentre/news/statements/2014/ebola-20140808/en/>

<sup>6</sup> WHO: Ebola Response Roadmap Situation Report 1 29 August 2014 [http://apps.who.int/iris/bitstream/10665/131974/1/roadmapsitre1\\_eng.pdf](http://apps.who.int/iris/bitstream/10665/131974/1/roadmapsitre1_eng.pdf)

<sup>7</sup> Statement by the Secretary-General on the establishment of the United Nations Mission for Ebola Emergency Response (UNMEER). 19 September 2014. <http://www.un.org/sg/statements/index.asp?nid=8006%20>

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bed capacity Ebola Treatment Units (ETU). OP GRITROCK included the UK Military providing training, an Ebola Treatment Centre (ETC) and logistic and military support.

Both Liberia and Sierra Leone suffered significantly as their extreme poverty, lack of infrastructure, lack of experience with the Ebola virus and some of their cultural practices made them especially vulnerable to the Ebola virus.

On 5 November 2014, the Australian Prime Minister publically announced that an agreement had been reached with the United Kingdom, and the "Australian-owned medical provider Aspen would staff a 100-bed field hospital" in Sierra Leone to treat Ebola patients and train local staff<sup>8</sup>.

The ETC assigned to the Australian response was constructed by the Ministry of Defence United Kingdom (UK MOD) at Hastings Airfield located approximately 30 minutes south-east of Freetown, the capital of Sierra Leone.

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## Report Structure

This report will broadly align with the contracted deliverables, however rather than address each deliverable separately they have been grouped into the following areas:

- Timeline
- Human Resources
- Management
- Logistics
- Risk Management
- Exit

## Chronology of Key Events

The project had the following key dates:

- **05 Nov 14:** Australian Prime Minister makes announcement
- **06 Nov 14:** Aspen stands-up Project Office at Aspen HQ in Canberra

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<sup>8</sup> Lewis, R. The Australian, *"Tony Abbott ramps up Ebola response with medics and money"*, 5 November 2014. <http://www.theaustralian.com.au/in-depth/ebola-crisis/tony-abbott-ramps-up-ebola-response-with-medics-and-money/story-fnpqlos3-1227113608584>

<sup>9</sup> WHO Situation Report 15 October 2014. <http://apps.who.int/iris/bitstream/10665/136508/1/roadmapsitre15Oct2014.pdf?ua=1>

<sup>10</sup> WHO Ebola Situation Report, 7 January 2015.

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## Human Resources

### Recruiting

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## Local Staff

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Staff were vetted s 47

Irrespective of previous training, all locally employed staff were required to undergo the training provided by Aspen, and later by Aspen staff who had undergone “train the trainer” courses so they could work in the ETC.

## Management

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## Deployment Rotations.

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## Scaling Up

A critical component of service delivery was the scaling up strategy from the ETC's capacity to the initial requirement of 100 beds. The key drivers for the scaling up strategy were:

- **Safety** – Safety of staff and patients was paramount and a scaled approach allowed for the testing and adjusting of processes and procedures in a relatively controlled environment.
- **Staff** – Appropriate numbers of suitably qualified and trained staff to manage 24 hour operations.
- **Training** – Training of new staff was maintained so that supplementation of staff was done efficiently and safely.
- **Logistic support** – The supply chain for equipment, consumables and medications was designed to be robust to cope with increased demand. All life support requirements for additional staff must be available such as accommodation and meals.
- **Demand** – Patient presentations would influence expansion in the context of the overall response.

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The contractors were essential in establishing the ETC and associated services. The relationship management during the project was crucial to maintain services. The contract delivery schedules were subject to constant review in order to ensure appropriate value for money.

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## EVD Response Risk Management

Aspen has developed a culture of risk management with mature systems of risk identification and mitigation from the executive to the project level of the organisation as well as across all business groups.

This culture has been endorsed by the Aspen Board and integrated into everyday activities. Aspen system of risk management includes comprehensive policies, procedures and investment in an incident reporting and management system. Aspen's dedication to best practice risk management includes a commitment to the position of an Aspen Risk Manager. <sup>s 47</sup>

defines the compulsory risk management requirements and responsibilities as well as a standard methodology. This methodology is in accordance with the International Risk Management Standard AS/NZS ISO 31000:2009.

Each Aspen Project is required, as per our Risk Management Policy, to establish a formal Risk Management Plan (RMP) <sup>s 47</sup> prior to commencement of the Project. Project Risk Management Plans are developed <sup>s 47</sup> and encompass all risks relating to the Project. This consultative approach has been successful in understanding all risks and determining the most appropriate controls. Once the RMP and Risk Register have been completed there is an intensive review process <sup>s 47</sup>

Aspen RMPs are also reviewed as part of our HSE Management Systems accreditation (OH&S: OHSAS 18001:2007 and EMS ISO 14001:2004) external auditing processes.

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## Further Reflections

### Overall

The Australian EVD response can be considered as a success from a project point of view in that it was delivered on schedule, met all material requirements and came in under budget.

The most significant achievement is that the deployment saved lives.

The impact of the training and the financial injection into the local economy is also significant. Given Aspen employed up to <sup>s 47</sup> and each of these required training, the local workforce was left significantly more skilled than when the project commenced. This is particularly the case with local clinical staff. Sierra Leone's healthcare system had been severely depleted by war for years, and then reduced to almost complete ineffectiveness by the losses from EVD. DFAT, through Aspen, has left a legacy of trained healthcare workers either through direct training or through on-the-job training as local people were understudying highly skilled and experienced clinical professionals for the duration of the deployment.

Australian and NZ staff gained valuable experience in infection control and tropical medicine which will directly translate into more effective training and procedures in the clinical settings to which they returned. Importantly, DFAT and Aspen now have experience in managing a contribution to a multi-national, multi-organisational response within the challenging circumstances presented by EVD in an environment with limited local skills and infrastructure. Additionally, Australia now has an expanded pool of health professionals experienced in this setting. Should the need for Australia to respond to a similar situation arise in the future, the capability to do so in a safe and effective way now exists within the Australian Government, Aspen Medical and the Australian health professional pool.

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## **Annex A – General Rules for Managing Ebola Virus Disease (EBOLA VIRUS)**

The Ebola Virus Disease is amongst the most lethal pathogens in the world. It is more virulent and has a higher mortality than smallpox and the Black Death. Transmission requires contact with bodily fluids of a symptomatic patient, and there is an incubation of 21 days with the average for symptom presentation being 8-12 days. Humans are not contagious until symptoms have progressed.

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## **Annex B – Risk Identification**

Risks relating to the DFAT Ebola virus Response were identified in several ways:

### **1. Project Risks**

A Risk Register was established based on the business risks detailed in the Statement of Requirement and Mobilisation Agreement.

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WHO - Annex 4 to “Sierra Leone accelerated Ebola virus disease Outbreak response plan: Government of Sierra Leone Ministry of Health and Sanitation”, July – December 2014

([http://www.who.int/csr/disease/ebola/Ebola\\_virus-outbreak-response-plan-west-africa-2014-annex4.pdf](http://www.who.int/csr/disease/ebola/Ebola_virus-outbreak-response-plan-west-africa-2014-annex4.pdf))

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- Management risks for the operation of the ETC;
- Personnel structure, ability to recruit desired numbers, and credentialing of staff;
- Deployment to the ETC and transitional clinical activities;
- Clinical service delivery phase;
- Handover and acceptance of the ETC from the British Government;
- Training pre-deployment, deployment and clinical risks;
- Establishing linkages with in-country key stakeholders;
- Development of logistics for the management and operation of the ETC including identification of potential subcontractors;
- Quarantine arrangements for workers post-deployment; and
- Preliminary medical treatment and medivac plan for any in-country staff before the service delivery stage commences.

Final consultation was conducted with the West Africa Operations Team including other Aspen key stakeholders in support of the team to confirm the Project Risk Register.

## **2. Travelling and Living Risks in Sierra Leone**

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## **3. Risks of working in the Hastings Airfield Ebola Treatment Centre (ETC)**

A different risk methodology was applied to the risks of working in the ETC due to the complexity and control requirements. The methodology used was a s 47

- Operation Gritrock 100 bed Ebola Treatment Unit, Hastings, Sierra Leone, User Requirement Document (URD);
  - Operation Gritrock 100 bed Ebola Treatment Unit, Hastings, Sierra Leone, Site Plan 62 Works
- s 47
- World Health Organisation (WHO) Ebola and Marburg virus disease epidemics: preparedness, alert, control, and evaluation;

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- World Health Organisation (WHO) and the International Labour Organisation (ILO) Ebola Virus Disease: Occupational Safety and Health – Joint WHO/ILO Briefing note for Workers and Employers;
- WHO Interim Infection Prevention and Control Guidance for Care of Patients with suspected or Confirmed Filovirus Haemorrhagic Fever in Health-Care Settings, with Focus on Ebola; and
- Aspen Medical West Africa WASH – Project Design, Operations and Deployment.

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The final step was to identify the residual level of risk for each of the risks identified and define responsible persons. If the risk was not reduced to an “Acceptable” level, additional consultation was conducted until a satisfactory level of risk was achieved.

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Sierra Leone Ebola Response Mobilisation Agreement- Agreement Number 70961 |



Commonwealth of Australia

**CONTRACT** made on the 17<sup>th</sup> day of November 2014

**BETWEEN:**

**COMMONWEALTH OF AUSTRALIA** represented by the Department of Foreign Affairs and Trade ("DFAT") ABN 47 065 634 525.

**AND**

**ASPEN MEDICAL PTY LIMITED**, ABN 32 105 250 413 of Unit 17C, 2 King Street, Deakin ACT 2600 (the "Contractor").

**RECITALS:**

- A. DFAT requires the provision of certain Services for the purposes of mobilising the Sierra Leone Ebola Response Project (the "Project").
- B. The Contractor has expertise in the provision of the Services and has offered to provide the Services to DFAT subject to the terms and conditions of this Contract.

**OPERATIVE:**

DFAT and the Contractor promise to carry out and complete their respective obligations in accordance with the attached **Parts 1 -2** and any Attachments.

Sierra Leone Ebola Response Mobilisation Agreement- Agreement Number 70961

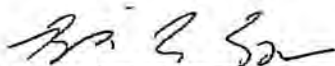
SIGNED for and on behalf of the

**COMMONWEALTH OF AUSTRALIA**

represented by the

Department of Foreign Affairs and Trade by:

in the presence of:



Signature of PGPA Delegate

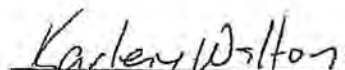


Signature of witness

17/11/14

Blair Exell

Name of Delegate  
(Print)

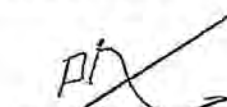


Name of witness  
(Print)

SIGNED for and on behalf of **ASPEN MEDICAL PTY LIMITED** ABN 32 105 250 413 in  
accordance with section 127 of the Corporations Act 2001 (Cth) by:



Signature of Director



Signature of Director/company Secretary

Glenn Keys

Name of Director  
(Print)

BROU ARMSTRONG

Name of Director/company Secretary  
(Print)



Sierra Leone Ebola Response Mobilisation Agreement

**Part 1 - Statement of Requirements and Payment Provisions**

**1. GENERAL**

- 1.1 The Contractor agrees to provide the Services to DFAT and DFAT agrees to purchase the Services in accordance with the Terms and Conditions of this Contract.
- 1.2 The Contractor must comply with the Terms and Conditions set out in this **Part 1** (Statement of Requirements and Payment Provisions) and in **Part 2** (Standard Contract Conditions).

**2. BACKGROUND**

- 2.1 As at the date of this Contract, West Africa is experiencing an Ebola Virus Disease (EVD) outbreak of unprecedented severity which for the first time includes Ebola transmission in densely populated urban areas.
- 2.2 The World Health Organization projects that a response period of six to nine months will be necessary to bring the outbreak under control.
- 2.3 DFAT proposes to cooperate with the United Kingdom to establish an Ebola Treatment Centre (ETC) in Sierra Leone.
- 2.4 The Services to be provided by the Contractor under this Contract relate to the mobilisation phase of the Project.
- 2.5 This Contract does not create any binding agreement or arrangement between DFAT and the Contractor beyond the mobilisation phase of the Project.

**3. TERM OF CONTRACT**

- 3.1 The Term of this Contract commences upon execution by both Parties and continues until the date that is **8 weeks** after the execution date (**Services End Date**).
  - 3.2 The Contractor must commence provision of the Services on the execution date by both Parties and complete the provision of Services by the Services End Date. The Contractor shall not be in breach of this clause 3.2, to the extent that a delay prevents the provision of the Services and the delay is caused by:
    - (a) a third party (other than a sub contractor or proposed sub contractor of the Contractor); or
    - (b) DFAT not doing something it is required to do under this Contract.
  - 3.3 DFAT may extend the Term of this Contract for further periods of one (1) month by giving the Contractor 7 days' notice before the end of the Term. DFAT may not however exercise this option to extend more than three (3) times.
  - 3.4 If DFAT exercises the option in clause 3.3, the parties will negotiate in good faith an increase in the financial limitation of this Contract consistent with the remuneration rates for Personnel in clause 13, with Management Fee and Personnel Support Costs to be negotiated.
- 4. CONTRACT MANAGERS AND ADDRESSES FOR NOTICES**
- 4.1 In accordance with **Clause 41** (Notices) of the Standard Contract Conditions, details of the respective Contract Manager of each Party for the purpose of any notice or communication under the Contract are as set out below.

## Sierra Leone Ebola Response Mobilisation Agreement

### DFAT's Contract Manager:

Name/position title: The person occupying the position of Director, Ebola Taskforce, currently [REDACTED]

Postal Address: 255 London Circuit, Canberra, ACT, 2601

Telephone: [REDACTED]

Email Address: [REDACTED]

### Contractor's Contract Manager:

Name/position title: The person occupying the position of Operations Manager – West Africa, currently [REDACTED]

Postal Address: Suite 17C 2 King Street, Canberra, ACT, 2600

Telephone: [REDACTED]

Mobile: [REDACTED]

Email Address: [REDACTED]

## 5. REQUIREMENTS

5.1 The Contractor must provide DFAT with the following Services in accordance with the Terms and Conditions of this Contract:

- (a) Identification of in-Australia management team positions and duty statements;
- (b) Identification of in-country management team positions, key responsibilities and duty statements;
- (c) Document a recruitment strategy and associated training plan for African and expatriate staff;
- (d) Document, in accordance with the WHO and MSF standards, the management approach and operating procedures for the clinical and non-clinical management of an ETC of up to 100 beds:

### Clinical Management

- Clinical management includes overall EVD case management, along with food for patients, logistics for supplies and overall personnel and patient flows within the ETC, safe management of infectious body fluids and human remains (waste management in the high risk areas). Linkages must be made with laboratories for diagnostics, Community Care Centres and case identification and contact tracing teams for referrals into the ETCs, ambulance services for transport of suspected and confirmed cases, as well as burial teams for safe and dignified management of human remains.
- Compliance with strict infection control procedures is required within the medical team. The contractor must also take in account the need to conduct ongoing training for new staff as there will be constant attrition and turnover of rotating staff.



## Sierra Leone Ebola Response Mobilisation Agreement

- The Contractor, with its medical teams must develop and maintain a process of continual quality assurance in regards to safe use of Personal Protective Equipment (PPE) and disposal/management of hazardous waste.

### Non-clinical Management

Non-clinical management includes overall oversight of high risk, low risk, and no risk areas including:

- Waste Management – Maintain and operate an on-site incinerator. (Incinerator operators will not handle hazardous waste). If the site includes a septic tank, ensure proper pumping and disposal once a necessary level of waste has been reached. Collect and dispose of all non-hazardous waste in the low risk zone and transport off-site to an approved waste facility or incinerator at least twice per day (suggested).
  - Water - Maintain facility water supply. Water supply will generally consist of six (6) 1500 gallon water tanks. Three types of water will be stored and distributed. Potable water, .5% chlorine, .05% chlorine. Maintain proper chlorination levels through testing and observation. Maintain the operation of all pumps and distribution system to include fuelling, mechanical repair of pumps, and non-mechanical repair of piping system. Maintain appropriate concentrations and levels of water to maintain water pressure 24 hours per day, 7 days per week.
  - Sanitation - Maintain proper site drainage. This could include addition of gravel, minor gradation changes, and minor improvement of incoming road or other surfaces damaged due to weather or overuse. Ensure cleanliness of green zone latrines and showers utilising appropriate chlorination levels. If a public “visitors” latrine is utilised at the ETC, clean and disinfect the latrine using .5% chlorine after every use to ensure cleanliness. General site clean-up.
  - Power – fuel management-Service maintenance of generator to include operation, service and maintenance of the site electrical grid.
  - Other – clean up teams to ensure stringent infection control practices, including laundry of non-contaminated items, and service of laundry equipment, communications, and overall site access and control.
- (e) Identify clinical and non-clinical staffing requirements for a staged roll-out of the ETC commencing with a 5 bed capacity;
- The first rotation will be up to 9 expatriate nurses, 2 expatriate medical officers and a number of life services support staff.
- (f) Undertake the following mobilisation activities
- Development of critical relationships, with:
    - UK Government,
    - Sierra Leone Government, and
    - NGO's
    - Any agreements and any contractual requirements with local and regional suppliers including confirmation of transport and resupply arrangements.

## Sierra Leone Ebola Response Mobilisation Agreement

- Review of UK training in both the UK and Sierra Leone to determine suitability and identify solutions to address deficits
- Site Survey in Sierra Leone. This activity includes:
  - Review of proposed Hastings ETC site;
  - Security and safety analysis including biosecurity and environmental hazards;
  - Identification of suitable accommodation for the ETC workforce;
  - Identification of potential post deployment management or decompression locations;
  - Review of UK Ministry of Defence (MoD) 12 bed ETC for international clinical practitioners and capture of admission and discharge procedures and authorisations;
  - Review of Aero Medical Evacuation (AME) network, protocols and procedures as well as capture of AME procedures and authorisations;
  - Identification of logistics supporting, including but not limited to catering, water, storage, shipping, waste disposal, transport; and
  - Creation of local relationships including but not limited to Save The Children, UK MoD, MSF, WHO, Sierra Leone Government (including Department of Health and Customs) and any Australian consular officials.
- Review of training to determine training approach;
- Determination of roll out schedule;
- Identification of implementation risks;
- Confirmation of equipment and materials needed for the operation of the ETC and confirmation of which equipment and materials will be supplied by Government of United Kingdom;
- Recruitment, including:
  - Australia and New Zealand (and other expats as required):
    - Ongoing collection of expressions of interest from health professionals;
    - Shortlisting based on experience, availability and suitability;
    - Development of an introduction/orientation course;
    - Placement of all shortlisted staff through introduction/orientation course;
    - Processing for deployment;
    - Deployment; and
    - Training.
  - African:
    - Collection of interested staff in Sierra Leone, and then in nearby countries as required;
    - Shortlisting based on availability and suitability;
    - Processing for deployment;
    - Deployment; and



## Sierra Leone Ebola Response Mobilisation Agreement

- Training.
  - Employment contracts entered into as part of this Contract will not commit DFAT to any employment costs relating to the service delivery phase.
  - Development of the roll out plan for service delivery, in the form of a GANTT chart and accompanying narrative, including:
    - Schedule;
    - Management structure;
    - Handover of facilities;
    - Establishment of command and control processes;
    - Plan for scale-up from 5 beds to 100 beds;
    - Establishment of logistics supply chain;
      - In country logistics, including:
        - Accommodation;
        - Transport;
        - Security;
        - Catering;
        - Waste management (including sewerage, bio-waste, PPE and general rubbish);
        - Roster details;
        - Reporting;
        - In country meeting regime; and
        - Staff fly-in/fly out regime.
- (g) preparations for handover and acceptance of the ETC from the UK Government;
- The preparations for handover and acceptance of an ETC will include:

- Confirmation of how the Australian managed ETC will work within both the global and UK-led response within Sierra Leone and the expectations of Key Stakeholders;
- Agreement on what constitutes an ETC ready for handover, specifically what plant and medical equipment, medical consumables and pharmaceuticals will be included;
- Confirmation and construct of a detailed inventory of handover;
- Establishment of expectations for return of the ETC and accompanying stores;
- The volume and content of PPE on handover;
- Supply chain logistics responsibilities for all parties;
- Confirmation of equipment and materials
- AME Protocols and Procedures, including authorisation requirements;
- Admission and discharge protocols and procedures, for the UK MoD 12 Bed Ebola Treatment facility for international clinical practitioners;
- Schedule for handover;
- Development of handover schedule and acceptance schedule;
- Establish training requirements and identify any requirements for



## Sierra Leone Ebola Response Mobilisation Agreement

- additional facilities and/or materials;
  - Identification of personnel to conduct the handover (from all appropriate parties);
  - Confirmation of handover acceptance by Sierra Leone Government; and
  - Any other event required for handover.
- (h) Development of logistics for the management and operation of the ETC including identification of potential subcontractors;
- (i) Document decompression and post deployment management arrangements for African and expatriate staff post-deployment;
- (j) Document a preliminary medical treatment and medivac plan for African and expatriate staff for any health related issue, before the service delivery stage commences;
- (k) Document a safety and security plan, including a WHS risk assessment, for mobilisation and service delivery phases; and
- (l) Document a transition plan and identify Stage 1 activities to be continued in Stage 2.

### 6. CONTRACT DELIVERABLES

6.1 The Contractor must provide DFAT with the following Contract deliverables:

- (a) a draft statement of requirement for Stage 2 - Service delivery;
- (b) an implementation plan (rollout plan) for the service delivery phase, including a comprehensive risk assessment;  
The plan, in the form of a GANTT chart and accompanying narrative, will include details of personnel, communications, reporting, logistics, supply chain, and clinical requirements.
- (c) a safety and security plan for the service delivery phase, including a WHS risk assessment;
- (d) a medical evacuation plan for the service delivery phase;
- (e) a recruitment and training plan;
- (f) Operating procedures, in accordance with WHO and MSF standards, for clinical and non-clinical management of an ETC of up to 100 beds;
- (g) site inspection and building report including any ongoing service and maintenance requirements; and
- (h) a readiness to commence service delivery report.

6.2 The requirements and deliverable dates are set out in clause 10.1 Table 3.

### 7. MEETINGS

7.1 The Contractor must attend meetings with DFAT during the Term of the Contract as set out

## Sierra Leone Ebola Response Mobilisation Agreement

in Table 1 (Meetings) below:

**Table 1: Meetings**

Meeting type	Location
Weekly meeting - standing agenda items will include Workplace Health and Safety  10am (AEDST) Friday mornings	Australian based
Readiness review meeting – 1 December 2014	Canberra

### 8. SPECIFIED PERSONNEL

- 8.1 The Contractor must provide the Specified Personnel as set out in Table 2 (Specified Personnel) below to deliver the Services to DFAT in accordance with Clause 12 (Specified Personnel) in Part 2 of the Contract:

**Table 2: Specified Personnel**

Position	Name
In-Country Manager	XXX
Senior Medical Officer	XXX
Senior Environmental Health Officer	XXX
Operations Manager – West Africa – (Australian Based)	XXX

### 9. CHILD PROTECTION

- 9.1 The Contractor must comply with the Child Protection Compliance Standards, which are specified in Attachment 1 of the DFAT Child Protection Policy accessible on the DFAT website: <http://aid.dfat.gov.au/aidissues/childprotection/Pages/home.aspx>. DFAT may audit the Contractor's compliance with the Child Protection Policy and Child Protection Compliance Standards. The Contractor must participate cooperatively in any reviews conducted by DFAT.



## Sierra Leone Ebola Response Mobilisation Agreement

- 9.2 If the Child Protection Officer finds that the Contractor has failed to comply with the Child Protection Compliance Standards for the DFAT – Australian Aid Program, the Contractor must promptly, and at the cost of the Contractor, take such actions as are required to ensure compliance with the Compliance Standards.
- 9.3 All Contractor staff must sign and return to DFAT, the Child Protection Code of Conduct at Attachment 2 to the DFAT Child Protection Policy.

### 10. REPORTS

- 10.1 The Contractor must provide DFAT with the reports set out in **Table 3 (Reports)** below by the date, in the format and number of copies indicated:

**Table 3: Reports**

Report Type	Indicative Content	Due Date	Format	Qty
Mobilisation Weekly Report	<ul style="list-style-type: none"> <li>Ongoing update on key developments, decisions and issues as agreed between DFAT &amp; Aspen.</li> <li>May include updates on security, risks, progress on relationships within country, recruitment update etc.</li> </ul>	Thursday morning Canberra time each week during phase 1	Email to Assistant Secretary and Director, Ebola Taskforce	Email and one hardcopy addressed to Director, Ebola Taskforce
Site inspection, and building report including assessment of site and building as per WHO and MSF guidelines	<ul style="list-style-type: none"> <li>Facility has sheltered dedicated isolation room/wards with designated latrines meeting recommended ETC patient flow and ICP requirements.</li> <li>Facility has incinerator</li> <li>Facility has sharps and waste disposal systems</li> <li>Facility has running water</li> <li>Facility has generator</li> </ul>	Site inspection report 48 hours prior to - handover	Email to Assistant Secretary and Director, Ebola Taskforce	Email and one hardcopy addressed to Director, Ebola Taskforce
Recruitment strategy and training plan	<ul style="list-style-type: none"> <li>Including personnel duty statements/position descriptions and indication of phase 1 and anticipated phase 2 activities.</li> </ul>	19 November 2014	Email to Assistant Secretary and Director, Ebola Taskforce	Email and one hardcopy addressed to Director, Ebola Taskforce
Standard Operating Procedures for ETC as per WHO and MSF guidelines	<ul style="list-style-type: none"> <li>Including clinical and non-clinical management components</li> </ul>	Draft 24 November 2014 Final within 24 hours of receiving DFAT comments	Email to Assistant Secretary and Director, Ebola Taskforce	Email and one hardcopy addressed to Director, Ebola Taskforce
Draft Safety and security		17 November	Email to Assistant	Email and one hardcopy

Sierra Leone Ebola Response Mobilisation Agreement

plan, including WHS risk assessment and medical evacuation plan, for service delivery phase		2014	Secretary and Director, Ebola Taskforce	addressed to Director, Ebola Taskforce
Implementation Plan (roll out plan) for service delivery stage	<ul style="list-style-type: none"> <li>• Schedule</li> <li>• Management structure</li> <li>• Personnel</li> <li>• Handover of facilities</li> <li>• Establishment of command and control processes</li> <li>• Plan for scale-up from 5 beds to 100 beds</li> <li>▪ Logistics supply chain including maintenance and servicing of facilities and equipment</li> <li>▪ Transition plan from Phase 1 activities to Phase 2</li> <li>• Decompression and post deployment plan for post-deployment of all staff</li> <li>• Reporting requirements and communication strategies</li> </ul>	<p>24 November 2014</p> <p>Final within 24 hours of receiving DFAT comments</p>	Email to Assistant Secretary and Director, Ebola Taskforce	Email and one hardcopy addressed to Director, Ebola Taskforce
Readiness to commence service delivery report	<ul style="list-style-type: none"> <li>• Report would include the following headings</li> <li>• Personnel</li> <li>• Facilities</li> <li>• Equipment &amp; consumables</li> <li>• Security, risk assessment and WHS</li> <li>• Key Stakeholder Engagement</li> <li>• Resupply and transport arrangements</li> </ul>	<p>Draft 28 November 2014</p> <p>Final 2 December 2014</p>	Email to Assistant Secretary and Director, Ebola Taskforce	Email and one hardcopy addressed to Director, Ebola Taskforce
Draft Statement of Work for Service Delivery stage		24 November 2014	Email to Assistant Secretary and Director, Ebola	Email and one hardcopy addressed to Director, Ebola Taskforce



## Sierra Leone Ebola Response Mobilisation Agreement

			Taskforce	
Ad Hoc Services Fees report	<ul style="list-style-type: none"> <li>Cumulative total of the Ad Hoc Services Fees provided under the Contract</li> </ul>	Friday morning Canberra time each week during phase 1 in accordance with clause 7.	Email to Assistant Secretary and Director, Ebola Taskforce	Email and one hardcopy addressed to Director, Ebola Taskforce

### 10.2 All reports must:

- (a) be accurate and not misleading in any respect;
- (b) be prepared in accordance with directions provided by DFAT;
- (c) incorporate sufficient information to allow DFAT to monitor and assess the success of the Services in achieving DFAT's objectives;
- (d) comply with DFAT's Guidelines for Preparing Accessible Content (available from DFAT's website at: [www.dfat.gov.au](http://www.dfat.gov.au));
- (e) be provided in Microsoft Word format (or Microsoft Excel format for spread sheets), unless otherwise approved or requested by DFAT;
- (f) not incorporate either DFAT or the Contractor's logo;
- (g) be provided at the time specified in Table 3 (Reports) of above; and
- (h) be provided in accordance with the specification under Clause 39 (Meetings, Reports and Travel) in Part 2.

## 11. TOTAL AMOUNT PAYABLE

11.1 The maximum amount payable by DFAT to the Contractor under this Contract shall not exceed the sum of **AUD2,000,000** plus GST if any up to a maximum amount of **AUD200,000**.

11.2 The maximum amount payable is comprised of the following items:

- (a) Management Fees not exceeding the sum of **AUD XXX** plus GST;
- (b) Personnel Fees up to a maximum of **AUD XXX** plus GST;
- (c) Personnel Support Costs up to a maximum of **AUD296,243.64** plus GST; and
- (d) Ad Hoc Services Fees up to a maximum of **AUD191,673.29** plus GST.

11.3 DFAT shall not be liable for any costs or expenditure incurred by the Contractor in excess of this amount.

11.4 DFAT shall pay the Contractor a milestone payment of **AUD226,040.84** on DFAT's receipt of the first Mobilisation Weekly Report and a correctly rendered invoice. Following the payment of the milestone payment, the Contractor must offset all future invoices against the amount paid.

## Sierra Leone Ebola Response Mobilisation Agreement

### 12. MANAGEMENT FEE

12.1 The maximum amount payable to the Contractor in Management Fees shall not exceed the sum of AUD XXX plus GST.

12.2 The Contractor's Management Fee is comprised of the following:

- (a) profits, including commercial margins and mark-up for personnel and project management;
- (b) financial management costs; including the cost of financial charges;
- (c) costs of Contractor administrative and head office staff if any;
- (d) insurance costs as required by this Contract, but exclusive of medical insurance costs for Personnel which are reimbursable as Personnel Support Costs;
- (e) Australian taxation, as applicable;
- (f) costs associated with any subcontracting and procurement of goods and services;
- (g) costs, including domestic and international travel, accommodation, per diems and local transport costs where required for Contractor Head Office personnel; and
- (h) any other overheads required to perform the Services in accordance with this Contract.

12.3 Subject to clause 11.4, DFAT shall pay the Contractor's Management Fees at the end of each month in arrears subject to receipt of a correctly rendered invoice and DFAT's confirmation that the Services have been provided as required by this Contract.

### 13. PERSONNEL FEES

13.1 The maximum amount payable to the Contractor in Personnel Fees shall not exceed the sum of AUD XXX plus GST.

13.2 DFAT shall reimburse the Contractor at actual cost up to a maximum of AUD XXX plus GST for Personnel Fees in accordance with Table 4 including:

- (a) The remuneration rates for all Contractor Personnel must be exclusive of any profit, overheads, administration or management fee, or any other mark-up/margins on the part of the Contractor.
- (b) The Contractor must keep verifiable records to enable verification of actual time spent undertaking the Services.
- (c) Subject to clause 11.4, DFAT shall pay the Contractor for Personnel Fees at the end of each month on a reimbursable basis in arrears subject to receipt of a correctly rendered invoice.
- (d) Hardship allowance is only payable to personnel while in Sierra Leone.

**Table 4: Personnel Fees**

Position Category	Total not to exceed remuneration Including Hardship Allowance
Operations Manager	\$
Project Manager	\$
Project Officer	\$
Recruitment Consultant	\$



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Position Category	Total not to exceed remuneration Including Hardship Allowance
Trainer	\$
In-Country Manager	\$
Deputy In-Country Manager	\$
Senior Medical Officer	\$
Senior Environmental Officer	\$
Senior Facilities and Logistics Manager	\$
Medical Officer – first rotation	\$
Registered Nurse – first rotation	\$
Security Manager – first rotation	\$
IC Trainer	\$
Locally Employed Employees	\$
Total	\$

### 14. PERSONNEL SUPPORT COSTS

- 14.1 The maximum amount payable to the Contractor in Personnel Support Costs shall not exceed the sum of AUD296,243.64 plus GST.
- 14.2 Subject to clause 11.4, DFAT shall reimburse the Contractor at actual cost up to a maximum of AUD296,243.64 plus GST for Personnel Support Costs in accordance with **Table 5** (Personnel Support Costs) below.
- 14.3 Subject to obtaining DFAT's prior written approval, the Contractor may transfer amounts attributed to line items of Personnel Support Cost categories within Table 5 to other Table 5 line items, provided that the maximum amount payable for Personnel Support Costs is not exceeded.
- 14.4 The Contractor shall notify DFAT upon reaching 80% of the maximum amount payable for Personnel Support Costs.

**Table 5: Personnel Support Costs**

Category	Total Value not to exceed (AUD)
Airfares	85,000.00
Accommodation	101,430.00
Travelling Allowance	25,200.00
International Communication Costs	35,280.00

## Sierra Leone Ebola Response Mobilisation Agreement

Category	Total Value not to exceed (AUD)
Compulsory Arrival and Departure Taxes	5,950.00
In country Transport Costs	17,640.00
Medical Insurance	9,743.64
Personnel Briefing Costs	16,000.00
<b>Total Personnel Support Costs</b>	<b>\$296,243.64</b>

14.5 The conditions of payment by DFAT to the Contractor of its Personnel Support Costs are as follows:

- (a) Airfares; Airfares for movement of Phase 1 staff from their home country through to the UK and then into Sierra Leone (if the UK sustainment flight was not available). Aspen uses a best (cheapest) fare of the day policy and pertains to economy seating only. In 'time critical' situations Business Fare seating may be required but only on approval from Senior Management.
- (b) Accommodation; Accommodation for the Phase 1 team during transit into Sierra Leone and whilst in Freetown. Aspen accommodates staff in the most cost effective and appropriate accommodation based on cleanliness and security requirements.
- (c) Travelling Allowance;
- (d) International Communication costs;
- (e) Compulsory Arrival and Departure Taxes;
- (f) In Country Transport Costs;
- (g) Medical Insurance
- (h) Hardship Allowance; and
- (i) In country taxation imposed in Sierra Leone.

14.6 If requested by DFAT, for payment verification purposes, the Contractor shall provide DFAT with appropriate documentation to support all Personnel Support Costs claimed (excluding travelling allowance).

14.7 DFAT shall pay the Contractor for Personnel Support Costs incurred at the end of each month on a reimbursable basis in arrears subject to receipt of a correctly rendered invoice.

## 15. AD HOC SERVICES

15.1 The maximum amount payable to the Contractor in Ad Hoc Services Fees for all Ad Hoc Services shall not exceed the sum of AUD191,673.29 plus GST.



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### 15.2 In this clause:

**"Ad Hoc Services"** means a service which is not specified in the Contract but is related to the mobilisation phase of the Project and which DFAT may wish to engage the Contractor to perform from time to time pursuant to this clause 15.

**"Not to Exceed Amount"** means an amount specified in the quote which the Contractor must not exceed in performing the Ad Hoc Services.

15.3 DFAT shall pay the Contractor for Ad Hoc Services which have been approved by the DFAT Contract Manager pursuant to clause 15.6(a) in accordance with the approved quote and this clause 15, but not exceeding the Not to Exceed Amount.

15.4 DFAT may request the Contractor to provide a quote for the provision of an Ad Hoc Service.

15.5 The Contractor shall, as soon as possible and not later than 7 days after receiving a request for quote, provide DFAT with a quote in the form set out in Attachment A to this Contract using the applicable rates set out in Part 1 of this Contract.

15.6 If DFAT accepts the Contractor's quote, DFAT shall approve the quote by signing the Ad Hoc Tasking Note and returning it to the Contractor.

(a) If DFAT provides the Contractor with a signed Ad Hoc Service Tasking Note:

- (i) the Contract will be deemed to have been amended to cover the provision of that Ad Hoc Service in accordance with the Contract but subject to the modifications (if any) specified in the accepted quote;
- (ii) the Contractor must provide the Ad Hoc Service in accordance with the approved quote and this Contract; and
- (iii) upon completion of the Ad Hoc Service the Contractor may issue an invoice in accordance with clause 4 of Part 2 for an amount that must not exceed the Not to Exceed Amount.

15.7 The Contractor acknowledges that:

- (a) DFAT has absolute discretion to decide whether, and if so when, to make a request for Ad Hoc Services; and
- (b) DFAT has no obligation to reimburse the Contractor for its costs in quoting for Ad Hoc Services, except to the extent (if any) that DFAT approves the reimbursement in advance in writing.

15.8 Only the DFAT Contract Manager has the authority to request or approve an Ad Hoc Service.

## 16. INVOICES

16.1 The Contractor's tax invoice must be submitted to DFAT when due in accordance with **Clause 4 (Invoice)** of the Standard Contract Conditions at **Part 2**. Invoices must also contain the Agreement number on this Contract and reference the Payment Event number(s) as notified by DFAT.

16.2 All Contractor claims for payment from DFAT must be made to:

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Chief Finance Officer  
Department of Foreign Affairs and Trade  
RG Casey Building  
John McEwen Crescent  
Barton ACT 0221  
AUSTRALIA

16.3 Tax invoices should be sent to the above address. Alternatively DFAT shall accept electronic tax invoices. These can be sent to [accountsprocessing@dfat.gov.au](mailto:accountsprocessing@dfat.gov.au) and copy in the DFAT Activity Manager.

16.4 Invalid invoices will be returned to the Contractor.

Information on what constitutes a valid tax invoice can be found at <http://www.ato.gov.au/businesses/content.asp?doc=/content/50913.htm>.

### 17. PLANS

17.1 The Contractor shall at all times in respect of its Personnel comply with and effect the:

- (a) Evacuation Plan;
- (b) Medical Evacuation Plan; and
- (c) Security Plan.

### 18. EBOLA-RELATED MEDICAL EVACUATION AND TREATMENT COSTS

18.1 Subject to the cap in clause 18.3, if employees of the Contractor engaged in providing the Services are diagnosed with having contracted Ebola while in Sierra Leone, DFAT will pay the third party costs incurred by the Contractor of evacuating the employees to a European country and the hospital treatment costs in that European country, unless such costs are otherwise recoverable by the Contractor under its insurance policies or from third parties.

18.2 The Contractor must notify DFAT without delay of:

- (a) any employee of the Contractor being suspected of having contracted Ebola or being diagnosed with Ebola; and
- (b) all such costs, evacuations and hospital treatments.

18.3 The maximum amount payable by DFAT under clause 18.1 shall not exceed AUD4,500,000 in the aggregate.

### 19. POST DEPLOYMENT MANAGEMENT

19.1 The Contractor shall use its best endeavours to ensure that all Personnel:

- (a) who have been to Sierra Leone or an Ebola affected country comply with appropriate post deployment arrangements; and
- (b) in respect of Personnel returning to Australia, comply with the Australian Department of Health Series of National Guidelines EVD, as amended from time to time.



## Part 2: Standard Contract Conditions

### 1. Provision of Services

1.1 The Contractor must provide the Services to DFAT at the locations and times and in accordance with this Contract. The Contractor must promptly notify DFAT if the Contractor becomes aware that it will be unable to provide all or part of the Services by the relevant delivery date and advise DFAT as to when it will be able to do so.

1.2 Any Services must be provided to the standard that would be expected of an experienced and professional supplier of similar services and any other standard specified in the Statement of Requirements.

### 2. Deliverables

2.1 DFAT may reject the Contract deliverables if they do not meet the requirements of the Contract by giving written notice to the Contractor within 14 days of receipt of the Contract deliverables from the Contractor.

2.2 If DFAT rejects the Contract deliverables it may, without limitation to any other rights it may have:

- (a) require the Contractor to remedy or modify the Contract deliverables within a period determined by DFAT at the Contractor's cost, so that the Contract deliverables meet the requirements of the Contract;
- (b) require the Contractor to provide, at the Contractor's cost, replacement Contract deliverables which meet the requirements of the Contract, within a period determined by DFAT; or
- (c) terminate the Contract in accordance with **Clause 44** (Termination).

### 3. Not used

### 4. Invoice

4.1 The Contractor must submit a

correctly rendered invoice to DFAT. An invoice is correctly rendered if:

- (a) it is correctly addressed and calculated in accordance with the Contract;
- (b) it relates only to Services that have been actually delivered by the Contractor;
- (c) it is for an amount which, together with all previously corrected rendered invoices does not exceed the Contract Price;
- (d) it includes the DFAT agreement number and the name and telephone number of the Contract Manager; and
- (e) it is a valid tax invoice in accordance with the GST Act.

4.2 Approval and payment of an amount of an invoice is not evidence of the value of the obligations performed by the Contractor, an admission of liability or evidence the obligations under the Contract have been completed satisfactorily, but is payment on account only.

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

### 5. Payment

5.1 Subject to **Clause 39** (Meetings, Reports and Travel), DFAT must pay the invoiced amount to the Contractor within **30 days** after receiving a correctly rendered invoice or if this **30 day** period ends on a day that is not a business day, payment is due on the next business day. The last day of this period is referred to as the 'due date'.

### 6. Payment of Interest

6.1 If DFAT fails to make a payment by the due date, then provided that the Contractor is a Small Business and the amount of interest calculated under this clause exceeds **AUD10**, DFAT will pay interest on payments to the Contractor made



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after the due date as follows:

- (a) For payments made between 1 day and up to **30 days** after the due date, DFAT will pay the interest calculated under this clause only if the Contractor issues a correctly rendered invoice under **Clause 4** (Invoice) for that interest; and
- (b) For payments made more than **30 days** after the due date, DFAT will pay interest calculated under this clause together with payment of the unpaid amount.

6.2 Interest payable under this clause will be simple interest on the unpaid amount, calculated using the formula available at: <http://www.finance.gov.au/publications/finance-circulars/2012/docs/fc2012-02.pdf>

### 7. Price Basis

7.1 The Contract Price is the maximum price payable for the Services and is inclusive of all GST and all taxes, duties (including any customs duty) and government charges imposed or levied in Australia or overseas.

7.2 DFAT is not required to pay any amount in excess of the Contract Price including, without limitation, the cost of any packaging, marking, handling, freight and delivery, insurance and any other applicable costs and charges.

### 8. Not used

### 9. Offset

9.1 If the Contractor owes any amount to DFAT in connection with the Contract, DFAT may set off that amount, or part of it, against its obligation to pay any correctly rendered invoice.

### 10. Quality Assurance

10.1 Upon reasonable notice by DFAT the Contractor must provide DFAT and its nominees with access to the Contractor's premises to undertake quality audits and quality surveillance as defined in the relevant

Australian Quality Standards of the Contractor's quality system in relation to the Contract or the Services and/or the production processes related to the Services.

### 11. Approvals

11.1 The Contractor must obtain and maintain any licences or other approvals required for the lawful provision of the Services and arrange any necessary customs entry for the Services

### 12. Specified Personnel

12.1 The Contractor must ensure that the Specified Personnel provide the Services and are not replaced without the prior consent of DFAT, with such consent not to be unreasonably withheld.

12.2 At DFAT's request, the Contractor, at no additional cost to DFAT, must promptly replace any Specified Personnel that DFAT reasonably considers should be replaced with personnel acceptable to DFAT.

12.3 The Contractor must not engage any current DFAT employee or Former DFAT Employee as Specified Personnel.

### 13. Subcontracting

13.1 The Contractor must obtain DFAT's written approval prior to entering into any significant subcontract with any third party in relation to this Contract or the Services. In granting its approval, DFAT may impose any conditions it considers appropriate.

13.2 Subcontracting the whole or part of the Contractor's obligations under the Contract will not relieve the Contractor from any of its obligations under the Contract.

13.3 The Contractor must make available to DFAT the details of all subcontractors engaged to provide the Services under the Contract. The Contractor acknowledges that DFAT is required to disclose such information.

13.4 The Contractor must ensure that any subcontract entered into by the Contractor for



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the purpose of fulfilling its obligations under the Contract imposes on the subcontractor the same obligations that the Contractor has under the Contract (including this requirement in relation to subcontracts).

### 14. Record Keeping and Audit

14.1 The Contractor must maintain proper business and accounting records relating to the supply of the Services and allow DFAT or its authorised representative to inspect or audit those records when requested. The Contractor will provide any assistance and information required should the Australian National Audit Office wish to conduct an audit of the Contractor's accounts and records. Each Party must bear its own costs of any audit.

14.2 The Contractor must comply with any standards prescribed by DFAT from time to time for the creation, care, access, storage, preservation and return or legal destruction of its records (including Material) and any Commonwealth material. This obligation continues for seven (7) years after termination or expiry of this Contract or completion of any legal action arising out of or in connection with this Contract, whichever occurs later.

14.3 Where applicable, all Parties to this Contract should be aware of, and comply with the recordkeeping, transfer of custody and disposal requirements as expressed in "Records Issues for Outsourcing including General Disposal Authority 25". Please refer to [www.naa.gov.au/Images/GDA25\\_tcm16-47736.pdf](http://www.naa.gov.au/Images/GDA25_tcm16-47736.pdf).

14.4 On the expiry or termination of this Contract, the Contractor must promptly return all Commonwealth records and material (including Material) to DFAT, provided that the Contractor may keep a single copy of any records for its records.

### 15. Access to Contractor Premises

15.1 The Contractor agrees to give DFAT, or its nominee, all assistance reasonably requested for any purpose associated with this Contract or any review of the Contractor's

performance under the Contract. This will include, but is not limited to, access to premises, material and personnel associated with the Services and the Contract.

### 16. Conduct at DFAT Premises

16.1 The Contractor must, when using Commonwealth provided premises or facilities, comply with all reasonable directions of DFAT, and act consistently with the behaviours set out in Section 13 of the *Public Service Act 1999* (Cth).

### 17. Security and Safety

17.1 The Contractor must comply with the security requirements for the protection of official information:

- (i) as detailed in the Commonwealth Protective Security Policy Framework as minimum standards; and
- (ii) as advised by DFAT from time to time during the Term of this Contract;

17.2 When accessing any Commonwealth place, area or facility, the Contractor must comply with any security and safety requirements notified to the Contractor by DFAT or of which the Contractor is, or should reasonably be aware. The Contractor must ensure that its Personnel are aware of, and comply with, such security and safety requirements.

17.3 The Contractor must ensure that any material and property (including security-related devices and clearances) provided by DFAT for the purposes of the Contract is protected at all times from unauthorised access, use by a third party, misuse, damage and destruction and returned as directed by DFAT.

17.4 The Contractor must perform its security obligations to the highest professional standards described or indicated in the requirements of the Commonwealth Protective Security Policy Framework as amended from time to time.

17.5 Where security clearances are



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required under **Part 1**, the cost of obtaining each security clearance will be borne by the Contractor. The Contractor must ensure that its Specified Personnel promptly provide to DFAT relevant details to assist with the security clearance process, and the Contractor must notify DFAT promptly in writing of any change in circumstances which is likely to affect DFAT's assessment of the Specified Personnel's entitlement to hold a security clearance.

17.6 Where the security or safety of the Contractor's Personnel may be affected by the performance of the Services, the Contractor must ensure that its Personnel are protected including by procuring appropriately qualified security services.

17.7 The Contractor must:

- (i) ensure as far as is reasonably practicable the health and safety of Personnel and others who may be put at risk from the carrying out of the Services;
- (ii) not, and must ensure its Personnel do not, by act or omission place DFAT in breach of its obligations under the *Work Health and Safety Act 2011* (Cth) and Regulations there under (together **WHS Laws**);
- (iii) where the health and safety of any person may be affected by the performance of the Services, the Contractor must consult, cooperate and coordinate with DFAT in relation to the health and safety issue;
- (iv) inform itself, and ensure its Personnel inform themselves and comply with DFAT's work health and safety policies and procedures relevant to the Services;
- (v) ensure its Personnel:
  - a. comply with the WHS Laws in relation to work performed on the Services;
  - b. immediately comply with any

reasonable instruction from DFAT regarding work health and safety in relation to work performed on the Services; and

- c. notify DFAT as soon as practicable of any concern the Contractor has regarding work health and safety in relation to work performed on the Services.

17.8 If the Contractor is required by the WHS Laws to report a Notifiable Incident (as defined in the WHS Laws) to the Regulator (as defined in the WHS Laws) in relation to work performed on the Projects, the Contractor must:

- a. as soon as is practicable in the circumstances, notify DFAT of the Notifiable Incident and, provide a copy of any written notice given to the Regulator; and
- b. if requested by DFAT, provide a report on the Notifiable Incident, the results of any investigations into its cause, and any recommendations for prevention in the future.

17.9 Without limiting any other right or remedy of DFAT, if DFAT is not satisfied that the Contractor is performing the Services in compliance with its work health and safety obligations under this Contract or relevant legislation, DFAT may direct the Contractor to suspend work on part or all of the Services.

## 18. Contractor Performance

18.1 DFAT may conduct an assessment of the Contractor's performance at any time in a form that DFAT deems appropriate.

## 19. Accessibility Requirements for DFAT websites

19.1 If the Statement of Requirements requires the Contractor to develop or maintain a website on behalf of DFAT, the Contractor



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must ensure that the website complies with the Web Content Accessibility Guidelines (WCAG) Version 2.0, Level AA available at: <http://australia.gov.au/accessibility>

### 20. Australian Taxation Requirements

20.1 Except as provided in this clause, all taxes, duties and charges imposed or levied in Australia or the Partner Country in connection with the performance of this Contract shall be borne by the Contractor or its subcontractors as the case requires.

20.2 In accordance with Subclause 4(e) (Invoice) of this Part 2, Payment by DFAT to the Contractor of the GST shall be subject to the Contractor providing DFAT with a valid Tax Invoice issued in accordance with the relevant provisions of the GST Act and regulations. The total amount of GST payable by the Contractor, and for which the Contractor seeks payment from DFAT, in respect of the supplies must be shown as a separate item on the Contractor's Tax Invoice.

20.3 If the Contractor does not have an Australian Business Number (ABN) and is required to in accordance with Australian law, DFAT shall, in accordance with relevant provisions of the Pay as You Go ('PAYG') legislation shall be required to withhold a prescribed proportion of the amount payable to the Contractor under the Contract, unless the exceptions under Division 12 of the PAYG legislation apply. The Contractor may provide DFAT with a completed "Statement by a Supplier" ('Statement') if it considers that it is covered by one of the exceptions under the PAYG legislation and that DFAT will not be required to withhold any part of the amounts due under this Contract. The Statement is available as a form on the Australian Tax Office ('ATO') website at: <http://www.ato.gov.au/business/content.asp?doc=/content/38509.htm>

20.4 If a Changed Tax occurs which affects the cost to the Contractor of providing the Services the Contractor must give DFAT written notice of the amount of the Changed Tax and the net effect on the cost of the Contractor's provision of the Services

together with any supporting evidence as soon as practicable after the change in the Changed Tax is announced for the Contractor becomes aware of any increase, decrease or removal of relevant taxes. The parties will then negotiate in good faith a variation to the Contract to reflect the change.

### 21. Compliance with Laws and Policies

21.1 The Contractor and its Personnel and subcontractors must comply with applicable laws of the Commonwealth, any State, Territory or local authority or laws of any foreign country in which the Services will be provided and all DFAT policies as set out in this Contract or as notified to the Contractor from time to time including but not limited to:

- (a) DFAT's security requirements;
- (b) *Towards a Disability-Inclusive Australian Aid Program 2009 – 2014*;
- (c) *Child Protection Policy for the DFAT – Australian Aid Program*; and
- (d) *Family Planning and the Aid Program: Guiding Principles (2009)*.

21.2 Except where otherwise stated, the laws are available at [www.comlaw.gov.au](http://www.comlaw.gov.au) and the policies are available at [www.dfat.gov.au](http://www.dfat.gov.au)

### 22. Intellectual Property and Moral Rights

22.1 The Contractor grants DFAT a non-exclusive, irrevocable, perpetual, worldwide, royalty-free licence (including a right to sublicense) to use, modify, adapt and publish the Services and any Material and any adaptation of the Services or any Material for any purpose other than commercial exploitation, to the extent that Material embodies any of the Contractor's Intellectual Property Rights.

22.2 The Contractor warrants that it owns all Intellectual Property Rights necessary to grant this licence, provide the Services and Material to DFAT and to allow DFAT to use the Services for their usual purpose and in the manner contemplated by the Statement of Requirements.



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22.3 The Contractor warrants that the provision of the Services in accordance with the Contract will not infringe any third party's Intellectual Property Rights or Moral Rights.

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

### 23. Insurances

23.1 The Contractor must take out and maintain throughout the Term of the Contract (or such other period as required by DFAT) the following insurances:

- (i) **Public liability:** \$50 million per occurrence, unlimited occurrences (noting however that the policy has an exclusion for communicable diseases);
- (ii) **Travel insurance:** adequate to cover international travel of Personnel;
- (iii) **Professional indemnity:** adequate to cover the Contractor's obligations under this Contract maintained each year until the expiration of three (3) years after the full Term of the Contract or earlier termination of the Contract;
- (iv) **Workers' Compensation** insurance to the amount required by the relevant State or Territory legislation.

and provide DFAT with a certificate of currency, a list of exclusions and the amount of excess payable, within fourteen (14) **Business Days** of request by DFAT.

### 24. Indemnity

24.1 The Contractor indemnifies DFAT, its officers, employees and contractors against any liability, loss, damage, cost (including the cost of any settlement and legal costs and

expenses on a solicitor and own client basis), compensation or expense arising out of or in any way in connection with:

- (a) a default or any unlawful, wilful or negligent act or omission on the part of the Contractor, its officers, employees, agents or subcontractors; or
- (b) any action, claim, dispute, suit or proceeding brought by any third party in respect of any use, infringement or alleged infringement of that third party's Intellectual Property Rights or Moral Rights;

in connection with the Services. The Contractor's liability to indemnify DFAT under paragraph (a) is reduced to the extent that any wilful default or unlawful or negligent act or omission of DFAT, its officers, employees or contractors contributed to the liability, loss, damage, cost, compensation or expense.

24.2 DFAT holds the benefit of this indemnity on trust for its officers, employees and contractors.

### 25. Warranties

25.1 The Contractor represents and warrants that its Personnel have the necessary experience, skill, knowledge, expertise and competence to perform the Services.

### 26. Contractor Representations and Warranties

26.1 The Contractor represents and warrants that:

- (a) it has full capacity and authority to enter into and perform this Contract;
- (b) it has the capability to lawfully perform its obligations under this Contract; and
- (c) at the date of this Contract, no judicial decision, or pending judicial decision, relating to employee entitlements exists or is likely to



## Sierra Leone Ebola Response Mobilisation Agreement

arise, that has not been met in full by it.

26.2 The Contractor must not represent itself, and must ensure that its officers, employees, agents or subcontractors do not represent themselves, as being an officer, employee, partner or agent of DFAT, or as otherwise able to bind or represent DFAT.

26.3 The Contract does not create a relationship of employment, agency or partnership between the Parties.

### 27. Force Majeure

27.1 If a Party is unable to perform or is delayed in performing an obligation under the Contract by reason of a Force Majeure Event the affected Party must give the other Party a written notice detailing the Event and setting out the likely period during which the Party will not be able to perform and arrange a meeting with DFAT within 24 hours of the notice and take all reasonable steps to avoid, remove or limit the effects of the Force Majeure Event on performance of the Contract.

### 28. Criminal Code Acknowledgement

28.1 The Contractor acknowledges that the giving of false or misleading information to DFAT is a serious offence under **Section 137.1** of the Schedule to the *Criminal Code Act 1995* (Cth). The Contractor must ensure that any subcontractor engaged in connection with the Contract acknowledges the information contained in this clause.

### 29. Conflict of Interest

29.1 The Contractor warrants that no real or perceived conflicts of interest exist or is anticipated relevant to the performance of its obligations under the Contract. If a conflict of that kind arises, the Contractor must notify DFAT immediately. DFAT may decide in its absolute discretion that, without limiting its other rights under the Contract, the Contractor may continue to provide the Services under the Contract.

### 30. Privacy Requirements

30.1 The Contractor agrees to comply and ensure that its officers, employees, agents and subcontractors comply with the *Privacy Act 1988* (Cth) and do (or refrain from doing) anything required to ensure that DFAT is able to comply with its obligations under that Act.

30.2 The Contractor will immediately notify DFAT if the Contractor becomes aware of a breach or possible breach of any of its obligations under this **Clause 30**.

### 31. Confidential Information

31.1 The Contractor agrees not to disclose to any person, other than DFAT, any confidential information relating to the Contract or the Services, without the prior written approval of DFAT.

31.2 This obligation will not be breached where the Contractor is required by law or a Stock Exchange to disclose the relevant information.

31.3 At any time, DFAT may require the Contractor to arrange for its employees agents or subcontractors to give a written undertaking relating to non-disclosure of DFAT's confidential information in the form acceptable to DFAT.

31.4 DFAT is not bound to keep any information in connection with the Contract confidential except to the extent it has agreed in writing to keep specified information confidential. DFAT will not be in breach of any confidentiality agreement where DFAT is required by Parliament to disclose the information.

### 32. Freedom of Information ('FOI') Act Requirements

32.1 Where DFAT has received an FOI request for access to a document created by, or in the possession of the Contractor or its subcontractors that relates to the Contract and is required to be provided under the FOI Act, the Contractor must promptly provide the document to DFAT, on request, at no cost.



## Sierra Leone Ebola Response Mobilisation Agreement

### 33. Commonwealth Records and Archives Act Requirements

33.1 The Contractor must not transfer, or permit the transfer of, custody or the ownership of any Commonwealth record (as defined in the *Archives Act 1983* (Cth)) without the prior written consent of DFAT.

### 34. Counter – Terrorism

34.1 The Contractor must ensure that funds provided under this Contract (whether through a subcontractor or not) do not provide direct or indirect support or resources to:

- (a) organisations and individuals associated with terrorism; and
- (b) organisations and individuals for whom Australia has imposed sanctions under: the *Charter of the United Nations Act 1945* (Cth) and regulations made under that Act; the *Autonomous Sanctions Act 2011* (Cth) and regulations made under that Act, or the World Bank List or a Relevant List. If during the course of this Contract the Contractor discovers any link whatsoever with any organisation or individual associated with terrorism it must inform DFAT immediately.

### 35. Anti-Corruption

35.1 The Contractor warrants that neither it nor its Personnel will make or cause to be made, receive or seek to receive any offer, gift or payment or benefit of any kind, which could be construed as an illegal or corrupt act, either directly or indirectly to any Party in relation to the execution of this Contract. Any breach of this **Clause 35** will entitle DFAT to issue a notice under **Clause 44** (Termination) to terminate this Contract immediately.

### 36. Fraud

36.1 This clause applies to any fraud which relates to the Services or this Contract.

36.2 The Contractor must not, and must ensure that its subcontractors do not, engage

in any fraudulent activity. The Contractor is responsible for preventing and detecting fraud.

36.3 If the Contractor becomes aware of a fraud, it must report the matter to DFAT in writing within 5 Business Days. The Contractor must investigate the fraud at the Contractor's cost and in accordance with any directions or standards required by DFAT.

36.4 After the investigation is finished, if a suspected offender has been identified, the Contractor must promptly report the fraud to the local police and any other appropriate law enforcement agency in the country where the incident occurred, unless the Director of DFAT's Fraud Section agrees otherwise in writing.

36.5 If the investigation finds the Contractor or Contractor Personnel have engaged in fraudulent activity, the Contractor must:

- (a) if DFAT funds have been misappropriated, pay to DFAT the full value of the DFAT funds that have been misappropriated;
- (b) if DFAT-funded property has been misappropriated, either return the property to DFAT or, if the property cannot be recovered or has been damaged so that it is no longer usable, replace the property with property of equal quality; and
- (c) keep DFAT informed, in writing, on a monthly basis, of the progress of the recovery action.

36.6 If the investigation finds that a person other than the Contractor or Contractor Personnel has engaged in fraudulent activity, the Contractor must, at the Contractor's cost:

- (a) take all reasonable action to recover any DFAT funds or DFAT-funded property acquired or distributed through fraudulent activity; and
- (b) keep DFAT informed, in writing, on a monthly basis, of the progress of the



## Sierra Leone Ebola Response Mobilisation Agreement

recovery action.

### 37. Waiver

37.1 If a Party does not exercise (or delays in exercising) any of its rights, that failure or delay does not operate as a waiver of those rights.

### 38. Publicity

38.1 The Contractor must not make any media or other announcements or releases relating to this Contract without DFAT's prior written approval except to the extent that the announcement or release is required to be made by law.

### 39. Meetings, Reports and Travel

39.1 The Contractor must, and must ensure that its Personnel and subcontractors (where applicable) comply with the following further obligations:

- (a) attend meetings with DFAT to discuss the Services when required, at no additional cost to DFAT;
- (b) give DFAT at its own cost any oral or written information and any reports as set out in **Part 1** or as reasonably requested by it from time to time in relation to this Contract and the Services. DFAT may reject and withhold payment of Fees for any report which does not, in the opinion of DFAT, meet the requirements or standards outlined in **Part 1** until the Contractor rectifies the report.
- (c) make travel arrangements in consultation with DFAT if DFAT requires the Contractor or its Personnel to undertake travel to perform any part of this Contract. Travel insurance must be arranged and separately paid for by the Contractor. Except as otherwise required by DFAT, any of the Contractor's Personnel travelling outside Australia to perform any part of this Contract must travel on a private passport.

### 40. Not Used

### 41. Notices

41.1 Any notice or communication under the Contract will be effective if it is 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 Statement of Requirements.

### 42. Amendment

42.1 No agreement or understanding to vary, amend or extend the Contract, including in particular the scope of the Services, is legally binding upon either Party unless in writing in the form of a Deed of Amendment and agreed by both Parties.

### 43. Assignment, Early Notification and Change of Control

43.1 The Contractor must:

- (a) not assign any of its rights under the Contract without the prior written consent of DFAT;
- (b) notify DFAT if there is a change in Control of the Contractor's legal entity (not applicable if the Contractor is an individual); and
- (c) immediately notify DFAT if the Contractor or its Personnel or one of its sub-contractors is listed on a World Bank List or Relevant List or is subject to investigation, proceedings or temporary suspension by the World Bank or another donor of development funding.

### 44. Termination

44.1 DFAT may terminate the Contract in whole or in part if:

- (a) the Contractor does not deliver all of the Services to the delivery location by the relevant delivery date, or notifies DFAT that it will be unable to deliver the Services to the delivery



## Sierra Leone Ebola Response Mobilisation Agreement

location by the relevant delivery date, except if the non delivery was caused by a third party (other than a sub contractor or proposed sub contractor of the Contractor) or DFAT not doing something it is required to do under this Contract ;

- (b) DFAT rejects any deliverables in accordance with **Clause 2** and the Contractor has not remedied those deliverables to the reasonable satisfaction of DFAT;
- (c) the Contractor breaches the Contract and the breach is not capable of remedy;
- (d) the Contractor does not remedy a breach of the Contract which is capable of remedy within the period specified by DFAT in a notice of default issued to the Contractor;
- (e) the Contractor:
  - (i) is unable to pay all its debts when they become due;
  - (ii) if incorporated, has a liquidator, administrator or equivalent appointed to it 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);
- (f) the Contractor becomes aware of a fraud which relates to this Contract and does not report it to DFAT in writing within 5 Business Days; and/or
- (g) the Contractor or its Personnel is listed on a World Bank List or Relevant List or is the subject of an investigation or temporary suspension which may lead to it becoming so listed.

### 45. Termination or Reduction for Convenience

45.1 In addition to any other rights it has under the Contract, DFAT, acting in good faith, may at any time terminate the Contract or reduce the scope or quantity of the Services by notifying the Contractor in writing. If DFAT issues such a notice, the Contractor must stop or reduce work in accordance with the notice, comply with any directions given by DFAT and mitigate all loss, costs (including the costs of its compliance with any directions) and expenses in connection with the termination or reduction in scope.

45.2 Where the Contract is terminated under this clause, DFAT will be liable for payments to the Contractor only for Services provided in accordance with this Contract before the effective date of termination (to a maximum of the Contract Price less any payments already made), and any reasonable costs incurred by the Contractor that are directly attributable to the termination, if the Contractor substantiates these amounts to the satisfaction of DFAT.

45.3 The Contractor will be entitled to profits for the proportion of the Services accepted before the effective date of termination but will not be entitled to profit anticipated on any part of the Contract that is terminated or subject to a reduction in scope.

### 46. Dispute Resolution

46.1 For any dispute arising under the Contract:

- (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 the details of the dispute;
- (c) within **5 Business days**, each Contract Manager will nominate a senior representative, not having prior direct involvement in the dispute;



## Sierra Leone Ebola Response Mobilisation Agreement

(d) the senior representatives will try to settle the dispute by direct negotiation; and

(e) failing settlement within a further 10 **Business days**, either DFAT or the Contractor may commence legal proceedings.

46.2 DFAT and the Contractor will each bear its own costs for dispute resolution.

46.3 Despite the existence of a dispute, the Contractor will (unless requested in writing by DFAT not to do so) continue its performance under the Contract.

46.4 The procedure for dispute resolution does not apply to action relating to termination or to legal proceedings for urgent interlocutory relief.

### 47. Applicable Law

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

### 48. Contract Interpretation and General obligations

48.1 The Contract is to be interpreted in accordance with the following terms and the Contractor must comply with the following general terms and conditions:

(a) **Entire Agreement:** The Contract represents the Parties' entire agreement in relation to the subject matter and supersedes all tendered offers (except to the extent they are incorporated into the Contract in writing) and prior representations, communications, agreements, statements and understandings whether oral or in writing.

(b) **Time of essence:** time is of the essence for the Contractor's obligations under this Contract.

(i) **Discretion:** DFAT may exercise a right or remedy or give or refuse to give its consent in any way it considers appropriate (including by

imposing conditions). Where DFAT is required to be satisfied as to a matter, it must be satisfied in its sole and absolute discretion.

(ii) **Further steps:** The Contractor will promptly, at its expense, do anything required by law or that DFAT reasonably requests to give effect to this Contract (such as obtaining consents, or signing and producing documents in a form and content satisfactory to DFAT).

(iii) **Minimum Volume:** The Contractor acknowledges that DFAT has no obligation to acquire any minimum volume of Services from the Contractor and DFAT may obtain the Services from any third party; and

(iv) **Counterparts:** This Contract may be executed in counterparts. All counterparts when taken together are to be taken to constitute one instrument.

(v) **Inconsistency:** If there is any ambiguity or inconsistency between **Part 1** and **Part 2** of this Contract, Part 1 will take precedence to the extent of any ambiguity or inconsistency.

(vi) **Severance:** If any term or condition of this Contract is not enforceable, other terms or conditions of the Contract that are self-sustaining and capable of separate enforcement are to continue in operation.

### 49. Survival

49.1 The following clauses survive termination or expiry of the Contract:

**Clause 14** (Record Keeping and Audit); **Clause 22** (Intellectual Property and Moral Rights); **Clause 23** (Insurances); **Clause 24** (Indemnity); **Clause 26** (Contractor Representations and Warranties); **Clause 30** (Privacy Requirements); **Clause 31** (Confidential Information); **Clause 32** (Freedom of Information Act Requirements);



## Sierra Leone Ebola Response Mobilisation Agreement

**Clause 33** (Commonwealth Records and Archives Act Requirements) and **Clause 36** (Fraud).

### 50. Definitions

50.1 The following Definitions apply to this Contract:

**Commonwealth** means the Commonwealth of Australia.

**Commonwealth Protective Security Policy Framework** means the Commonwealth Protective Security Policy Framework, or any replacement, in force from time to time available on the Attorney General's website, <http://www.ag.gov.au/pspf>

**Contract** means the Contract as signed by the Parties.

**Contract Manager** means the contract manager specified in the Statement of Requirements at **Part 1**.

**Contract Price** means the total contract price specified in the Statement of Requirements at **Part 1**, including any GST component payable, but for the purposes **Clause 5** (Payment), does not include any simple interest payable on late payments.

**Changed Tax** means a new or existing tax or duty imposed or a change in an existing tax or duty after the execution of this Contract.

**Control** of a corporation means having the power (directly or indirectly) to control more than 50% of the membership of the board of directors, more than 50% of the voting shares of the corporation, or otherwise direct or cause the direction of the management and policies of the corporation.

**DFAT** means the Department of Foreign Affairs and Trade.

**Force Majeure Event** includes acts of god or war, pandemic (but not including an Ebola pandemic), a change of law that directly prevents a Party from complying with its obligations under this Contract, act of public enemy, terrorist act, civil unrest, nationalisation, expropriation, embargo, restraint of property by government, strike or other form of industrial dispute, provided that they are outside the reasonable control of the

affected Party and could not have been prevented or avoided by that Party taking all reasonable steps.

**Former DFAT Employee** A person who was previously employed by DFAT, whose employment ceased within the last **nine (9) months** and who was substantially involved in the design, preparation, appraisal, review, and or daily management of this Contract.

**'Fraud' or 'fraudulent activity'**, means dishonestly obtaining a benefit, or causing a Loss, by deception or other means, and includes suspected, alleged or attempted fraud.

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

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

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

**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.

**"Loss" or "Losses"** means any loss, damage, liability, cost or expense including legal expenses on a solicitor and own client basis.

**Material** means any material brought into existence as part of or for the purposes of providing the Services and includes, without limitations, documents, equipment, information, reports or data stored by any means.

**Moral Rights** means the rights of authors in relation to attribution and integrity of authorship or the right against false attribution.

**Record** has the meaning given to the term in the *Acts Interpretation Act 1901* (Cth).

**Services** means:

- (a) the Services specified in the Statement

## Sierra Leone Ebola Response Mobilisation Agreement

of Requirements at Part 1;

- (b) the Ad Hoc Services which have been approved by the DFAT Contract Manager under **Clause 15** of Part 1; and
- (c) all such incidental goods and Services that are reasonably required to achieve the purposes of DFAT as specified in the Statement of Requirements.

**Small Business** means an enterprise that employs less than the full time equivalent of twenty (20) persons on the day the Contract is signed by the Parties.

**Party** means DFAT or the Contractor.

**PAYG** means *Pay as You Go Withholding Non-Compliance Tax Act 2012* (Cth)

**Personnel** means the Contractor and its officers, employees, subcontractors and agents (including Specified Personnel).

**Project Vehicles** means vehicles paid for by DFAT for an Australian Aid Program Project or Program and that are provided for Project/Program activities.

**Standard Contract Conditions** means the provisions in **Part 2** of the Contract.

**World Bank List or Relevant List** means the list of organisations maintained by the World Bank in its "Listing of Ineligible Firms" or "Listings of Firms, Letters of Reprimand" posted at:  
<http://web.worldbank.org> or a similar list maintained by another donor of development funding.



## Attachment A – Ad Hoc Tasking Note

### AD HOC SERVICE TASKING NOTE NUMBER \_\_\_\_\_ ISSUED UNDER CONTRACT NUMBER XXXXX

This Ad Hoc Service Tasking Note is issued by DFAT under Clause 15 (Ad Hoc Services) of Contract Number XXXXX between DFAT and Aspen Medical Pty Ltd.

#### 1. INTERPRETATION

- 1.1 All terms used in this Ad Hoc Tasking Note have the same meaning as is given to them in the Contract, unless the context otherwise requires.
- 1.2 In this Ad Hoc Service Tasking Note, “Ad Hoc Service” means the Ad Hoc Service described in Clause 3 of this Ad Hoc Service Tasking Note.

#### 2. COMMENCEMENT AND COMPLETION OF SERVICES

- 2.1 The Contractor shall commence the Ad Hoc Service on [Start Date]. The Contractor shall complete the Ad Hoc Service no later than [End Date].

#### 3. THE SERVICES

- 3.1 The Contractor shall provide the following Ad Hoc Services:
  - (a)
  - (b)

#### 4. REPORTING REQUIREMENTS

- 4.1 The Contractor must provide the following reports by the date, in the format and the number of copies indicated:
  - (a)
  - (b)

#### 5. TOTAL AMOUNT PAYABLE

- 5.1 The maximum amount payable by DFAT to the Contractor under this Ad Hoc Service Tasking Note shall not exceed the sum of *A\$Amount – total reimbursable costs* plus GST if any up to a maximum amount of *A\$Insert 10 percent of the Agreement amount*. DFAT shall not be liable for any costs or expenditure incurred by the Contractor in excess of the Not To Exceed Amount.
- 5.2 The maximum amount payable is comprised of the following items:
  - (a) Management Fees not exceeding the sum of **AUD**[insert amount] plus GST;



## Sierra Leone Ebola Response Mobilisation Agreement

- (b) Personnel Fees up to a maximum of AUD[insert amount] plus GST; and
- (c) Personnel Support Costs up to a maximum of AUD[insert amount] plus GST.

### 6. PERSONNEL FEES

- 6.1 The maximum amount payable to the Contractor in Personnel Fees shall not exceed the sum of AUD[insert amount] plus GST.
- 6.2 DFAT shall reimburse the Contractor at actual cost up to a maximum of AUD[insert amount] plus GST for Personnel Fees, in accordance with the Contract and the rates set out in Table 1 (Remuneration Rates) below.

**Table 1: Remuneration Rates**

Position Category	Remuneration rate

### 7. PERSONNEL SUPPORT COSTS

- 7.1 The maximum amount payable to the Contractor in Personnel Support Costs shall not exceed the sum of AUD[insert amount] plus GST.
- 7.2 DFAT shall reimburse the Contractor at actual cost up to a maximum of AUD[insert amount] plus GST for Personnel Support Costs, in accordance with the Contract and Table 2 (Personnel Support Costs) below.

**Table 2 (Personnel Support Costs)**

Category	Number of Inputs	Value per Input	Total Value (AUD)
Airfares			
Accommodation			
Travelling Allowance			
International Communication Costs			
Compulsory Arrival and Departure Taxes			
In country Transport Costs			
Security			
<b>Total Personnel Support Costs</b>			

## Sierra Leone Ebola Response Mobilisation Agreement

**Issued** for and on behalf of the **Commonwealth of Australia** represented by the Department of Foreign Affairs and Trade by:

\_\_\_\_\_  
Signature of DFAT Contract Manager  
(Director, Ebola Taskforce)

in the presence of:

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Signature of witness

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name of witness

Contract 71021



**Australian Government**  
**Department of Foreign Affairs and Trade**

## DFAT – Services Contract

**Commonwealth of Australia** represented by the Department of Foreign Affairs and Trade (ABN 47 065 634 525) ('**DFAT**')

**Aspen Medical Pty Limited** (ABN 35 105 250 413) ('**Contractor**')

FOR

**Sierra Leone Ebola Response Phase II (Africa)**

**Contract 71021**

**DFAT AGREEMENT NUMBER: 71021**

**CONTRACT** made 6<sup>th</sup> day of December 2014

**BETWEEN:**

**COMMONWEALTH OF AUSTRALIA** represented by the Department of Foreign Affairs and Trade ("DFAT") ABN 47 065 634 525.

**AND**

**ASPEN MEDICAL PTY LIMITED**, ABN 32 105 250 413 of 2 King St, Deakin ACT 2600 (the "Contractor").

**RECITALS:**

- A. DFAT and the Government of New Zealand have agreed to co-fund the operation and maintenance of an Ebola treatment centre in Sierra Leone (the "Project").
- B. DFAT requires the provision of certain Services for the Project.
- C. The Contractor has expertise in the provision of the Services and has offered to provide the Services to DFAT subject to the terms and conditions of this Contract.

**OPERATIVE:**

DFAT and the Contractor promise to carry out and complete their respective obligations in accordance with the attached **Parts 1-7** and the Schedules.

Contract 71021

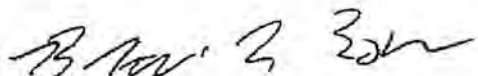
**SIGNED** for and on behalf of the

**COMMONWEALTH OF AUSTRALIA**

represented by the

Department of Foreign Affairs and Trade by:

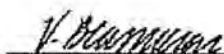
in the presence of:



Signature of Delegate

Blair Exell

Name of Delegate  
(Print)



Signature of witness

Victoria Bergmann

Name of witness  
(Print)

**SIGNED** for and on behalf of

**ASPEN MEDICAL PTY LIMITED**

pursuant to s.127 of the *Corporations Act 2001* (Cth) by:



Signature of Director

Glenn Keys

Name of Director  
(Print)



Signature of Director/company Secretary

BRUCE ARMSTRONG

Name of Director/company Secretary  
(Print)



**Contract 71021**

**STRUCTURE OF THE CONTRACT**

This Contract has seven (7) **Parts** and seven (7) **Schedules** as follows:

Parts 1-6          Standard Contract Conditions

Part 7             Project Specific Conditions

Schedule 1        Statement of Requirements

Schedule 2        Pricing Schedule

Schedule 3        Deed of Confidentiality

Schedule 4        Confidential Information

Schedule 5        Partner Performance Assessment

Schedule 6        S&Q Services

Schedule 7        Plans

[Contract 71021 ]

## CONTRACT DETAILS

<b>Parties:</b>	DFAT and the Contractor		
<b>DFAT:</b>	The Commonwealth of Australia represented by the Department Foreign Affairs and Trade (ABN 47 065 634 525)		
<b>Address:</b>	R.G Casey Building, John McEwen Crescent Barton, ACT 0221		
<b>DFAT's (Management) Representative:</b>	<b>Contact Information:</b>	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]
	Phone:	[REDACTED]	[REDACTED]
	Mobile:	[REDACTED]	[REDACTED]
<b>DFAT Escalation Representative:</b>	<b>Contact Information:</b>	Bill Costello	
		[REDACTED]	
	Phone:	[REDACTED]	
	Mobile:	[REDACTED]	
<b>Contractor :</b>	Aspen Medical Pty Limited (ABN 32 105 250 413)		
	<b>Small Business:</b>	N	<b>Registered for GST:</b> Y
<b>Contractor's (Management) Representative:</b>	<b>Name:</b>	[REDACTED]	<b>Telephone:</b> [REDACTED]
	<b>Position:</b>	Operations Manager- West Africa	
	<b>Street address:</b>	Suite 17C 2 King St Deakin, ACT, 2600	
	<b>Postal address:</b>	As Above	
	<b>E-mail address:</b>	[REDACTED]	
<b>Contractor's Escalation Representative:</b>	<b>Name:</b>	Bruce Armstrong	<b>Telephone:</b> [REDACTED]
	<b>Position:</b>	Chief Operating Officer	
	<b>Street address:</b>	Suite 17C 2 King St Deakin, ACT, 2600	
	<b>Postal address:</b>	As Above	
	<b>E-mail address:</b>	[REDACTED]	



# STANDARD CONDITIONS

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## PART 1 – COMMON PROVISIONS

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### 1. DEFINITIONS

#### 1.1. In this Contract:

**APS Code of Conduct** refers to the code of conduct of the Australian Public Service available at [www.apsc.gov.au](http://www.apsc.gov.au).

**APS Values** refers to the values of the Australian Public Service available at [www.apsc.gov.au](http://www.apsc.gov.au).

**Associates** means an organisation or organisations whom the Contractor identified in its proposal for the provision of the Services as an associate or joint-venture or consortium member to provide the Services.

**Authority** includes any Australian Government (whether State, Territory, Commonwealth or Local Government) Ministry, department, government, governmental or semi-governmental authority, agency, instrumentality, council, corporation, utility or other legal entity.

**Business Day** any day that is not a Saturday, Sunday, public holiday or bank holiday in the ACT.

**Changed Tax** means a new Commonwealth, State or Territory Government or Partner Country tax, duty or charge imposed or a change in an existing Commonwealth, State or Territory Government or Partner Country tax, duty or charge after the execution of this Contract.

**Claim** means any claim, notice, demand, action, proceeding or litigation, however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort, statute or otherwise.

**Commencement Date** is the date of execution of this Contract by the Parties.

**Commonwealth** means the Commonwealth of Australia or DFAT, as appropriate.

**Confidential Information** means the Confidential Information identified by the Parties at Schedule 4 (Confidential Information) to this Contract.

**Contract Material** means all material brought into existence in the course of the Contractor's performance of this Contract, including documents, visual data, information, text and data stored by any means.

**Contract** means this agreement including the Contract Details, Parts, Schedules and any Annexes (but not including headings).

**Contractor Confidential Information** means information that is by its nature confidential and/or is designated as confidential in Schedule 4 (Confidential

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Information) but does not include this Contract or information which is or becomes public knowledge other than by breach of this Contract or any other confidentiality obligation.

**Contract Details** means the details set out in Contract Details table of this Contract.

**Contract Management Group** means the representatives nominated by DFAT and the Contractor as set out in the Contract Details.

**Covered Workers** means Personnel of the Contractor who are workers (within the meaning of the WHS Act):

- (a) engaged, or caused to be engaged by DFAT; or
- (b) whose activities in carrying out work are influenced or directed by DFAT, while at work (wherever occurring) in DFAT's business or undertaking.

**Data** includes any information provided by the Contractor under this Contract from any source, or collected or created by the Contractor in connection with the Services, whether in magnetic, electronic, hardcopy or any other form.

**Daily Remuneration Rate** has the meaning given in **Schedule 2** (Pricing Schedule).

**Day/s** means calendar days.

**DFAT** means Commonwealth of Australia represented by the Department of Foreign Affairs and Trade.

**DFAT Confidential Information** means information that is by its nature confidential and/or is designated as confidential in **Schedule 4** (Confidential Information) but does not include this Contract or information which is or becomes public knowledge other than by breach of this Contract or any other confidentiality obligation.

**DFAT Material** means any Material created by DFAT, and/or provided by DFAT to the Contractor.

**DFAT Representative** means the person nominated by DFAT in the Contract Details.

**DFAT Supplied Items** means all items of equipment, materials and facilities owned or controlled by DFAT which the Contractor and its Personnel may procure or use in the course of providing the Services.

**Disposal** means disposal by an authority for the disposal of Commonwealth records in accordance with the *Archives Act 1983* (Cth).

**Encumbrance** means any security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or title



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retention.

**Escalation Representative** means the Representative appointed by either the Contractor or DFAT as described in the Contract Details.

**ETC or Ebola treatment centre** means the Ebola treatment centre at Hastings Airfield, Freetown, Sierra Leone.

**EVD** means Ebola virus disease.

**Fees** means the fees for the Services set out in **Schedule 2** (Pricing Schedule), not including Reimbursable Costs.

**Force Majeure Event** means acts of god or war, pandemic (but not including an Ebola pandemic), act of public enemy, terrorist act, civil unrest, nationalisation, expropriation, embargo, restraint of property by government, strike or other form of industrial dispute, provided that they are outside the reasonable control of the affected Party and could not have been prevented or avoided by that Party taking all reasonable steps.

**Former DFAT Employee** A person who was previously employed by DFAT, whose employment ceased within the last **nine (9) months** and who was substantially involved in the design, preparation, appraisal, review, and or daily management of this Contract.

**Fraud** means dishonestly obtaining a benefit, or causing a Loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.

**Independent Auditor** means an auditing firm that does not have any affiliations with, and is not currently engaged by, the Contractor in any manner.

**Intellectual Property** means all intellectual property rights including copyright, and all rights in relation to inventions, registered and unregistered trade marks (including service marks), registered and unregistered designs and patents, and any other rights resulting from intellectual endeavour.

**Liabilities** means all liabilities, Losses, damages, outgoings, costs and expenses of whatever description.

**Loss or Losses** means any damage, liability, cost or expense including legal expenses.

**Material** includes property, equipment, information, data, photographs, documentation or other material in any form, including any software, reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property Rights.

**Mobilisation Agreement** means the Sierra Leone Response Mobilisation Agreement (No. 70961) between the Parties dated 14 November 2014.



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**Mobilisation Services** means services provided by the Contractor under the Mobilisation Agreement prior to the Commencement Date.

**Monthly Remuneration Rate** has the meaning given in **Schedule 2** (Pricing Schedule).

**Moral Rights** means the rights of authors in relation to attribution and integrity of authorship or the right against false attribution.

**MOU or Treaty** means the arrangement entered into between DFAT and the Government of the relevant Partner Country which deals with the governmental arrangements applicable to this Contract.

**NAA** means the National Archives of Australia.

**Not to Exceed Amount** means, in relation to S&Q Services, an amount specified in the quote which the Contractor must not exceed in performing the S&Q Services.

**Partner Country** means Sierra Leone, the country in which the Services are to be delivered.

**Partner Government** means the Government of the relevant Partner Country or Partner Countries.

**Party** means DFAT or the Contractor.

**Persistent Breach** means **three (3)** or more breaches of the same Performance Standard as outlined in **clause 7** of the Standard Conditions or any performance standards outlined in **Schedule 1** (Statement of Requirements) in any Australian calendar year.

**Personnel** means the Contractor's officers, employees, agents, advisers, Contractors and subcontractors (including their respective personnel), and includes Specified Personnel and Associates.

**Pre-existing Contractor Material** means any Material developed by the Contractor that:

- (c) is in existence at the Commencement Date or is subsequently brought into existence other than as a result of the performance of this Contract, and
- (d) is embodied in, or attaches to, the Services or is otherwise necessarily related to the functioning or operation of the Services.

**Privacy Act** means the *Privacy Act 1988* (Cth).

**Privacy Commissioner** means the person so named in the *Australian Information Commissioner Act 2010* (Cth).

**PAYG** means *Pay As You Go Withholding Non-compliance Tax Act 2012* (Cth).

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**PPE** means personal protective equipment.

**Project** means the project described in **Recital A** and **Schedule 1**.

**Project Administration and Equipment** means goods and services required by the Contractor to be obtained from third parties to undertake the Project.

**Project Specific Conditions** means **Part 7** of this Contract.

**Project Supplies** means goods provided to the Partner Country by the Contractor during the course of the Project as required by this Contract.

**Proposal** means the proposal submitted by the Contractor together with accompanying documentation as an offer to undertake the Services.

**Record** has the meaning given to the term in the *Acts Interpretation Act 1901* (Cth).

**Recordkeeping** means making and maintaining complete, accurate and reliable evidence of business transactions relevant to the Services provided under this Contract in the form of documents and other recorded information.

**Reimbursable Costs** means any costs incurred by the Contractor for which DFAT shall reimburse the Contractor as specified in **Schedule 2** (Pricing Schedule).

**Relevant Claim** means a Claim made by a third party (other than the Contractor's employees) against the Contractor arising out of the transmission of Ebola to any person by a Relevant Employee.

**Relevant Employee** means an employee of the Contractor who contracts Ebola while engaged in the provision of the Services.

**Relevant Employer** has the meaning given to the term in the *Workplace Gender Equality Act 2012* (Cth) ('WGE Act').

**Relevant List** means any similar list to the World Bank List maintained by any other donor of development funding.

**Services** means the Services described in the Contract Details, **Schedule 1** (Statement of Requirements) and the Contractor's other obligations under the Standard Conditions of this Contract.

**Specified Acts** means the use, reproduction, adaptation or exploitation of Material in conjunction with the Contract Material.

**Specified Personnel** means the personnel listed as Specified Personnel in **Schedule 1** (Statement of Requirements).

**S&Q Services** means a service related to the Project that can be provided by the Contractor in addition but not incidental to the Services.



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**S&Q Tasking Note** means a tasking note indicating the acceptance by DFAT of a quote provided by the Contractor under **Clause 52**.

**Standard Contract Conditions** means the provisions contained in **Parts 1-6** of the Contract.

**Supplies** means Project Supplies and Project Administration and Equipment purchased by the Contractor for use in this Project.

**Tax Invoice** means a tax invoice which complies with the requirements under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) ("GST Act").

**Taxable Supply** has the meaning it has under the GST Act.

**Term** means the period starting on the Commencement Date and ending on the date on which the Contractor has performed the last of its obligations under this Contract.

**Third Party Claim** means:

- (a) a Claim made by a third party against the Contractor; or
  - (b) a Claim the Contractor is entitled to make against a third party,
- in each case that may result or is based on anything that may result, in a Relevant Claim.

**Third Party Issues** means any issues or events which may affect the provision of the Services and which are within the control of a party other than DFAT, the Australian High Commission or Australian Embassy in or having responsibility for the Partner Country or the Contractor.

**Third Party Material** means any Material made available by the Contractor for the purpose of the Contract in which a third party holds Intellectual Property Rights.

**Use** includes run (in the case of software), copy, modify, adapt, develop, integrate or deal with in any other way.

**WHS Act** means the *Work Health and Safety Act 2011* (Cth) and any corresponding WHS law as defined in that Act.

**WHS Laws** means the WHS Act and regulations made under the WHS Act.

**World Bank List** means a list of organisations maintained by the World Bank in its "Listing of Ineligible Firms" or "Listings of Firms, Letters of Reprimand" posted at: <http://web.worldbank.org>

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## 2. INTERPRETATION

- 2.1. In this Contract including the Recitals and Schedules, unless the context otherwise requires:



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- (a) a reference to this Contract or another instrument includes any variation, amendment, novation, or replacement of any of them;
  - (b) words in the singular include the plural and vice versa;
  - (c) words denoting a gender include all genders;
  - (d) a reference to a person includes a natural person and any type of body or entity whether incorporated or governmental, and any executor, administrator or successor in law of the person;
  - (e) a reference to any legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (f) "shall" and "must" denote an equivalent positive obligation;
  - (g) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
  - (h) a reference to 'dollars', '\$' or AUD is a reference to Australian currency;
  - (i) a reference to any Party to this Contract includes a permitted substitute or a permitted assign; and
  - (j) if a word or phrase is defined, other parts of speech have a corresponding meaning.
- 2.2. No rule of construction shall apply in the interpretation of this Contract to the disadvantage of one Party on the basis that such Party put forward or drafted this Contract or drafted any provision of this Contract.
- 2.3. DFAT may exercise a right or remedy or give or refuse to give its consent in any way it considers appropriate (including by imposing conditions). Where DFAT is required to be satisfied as to a matter, it may be satisfied in its sole and absolute discretion.
- 2.4. The Contractor will promptly, at its expense, do anything required by law or that DFAT reasonably requests to give effect to this Contract (such as obtaining consents, or signing and producing documents in a form and content satisfactory to DFAT).

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### 3. INCONSISTENCY

- 3.1. If there is any inconsistency (whether express or implied from the Contract or otherwise) between the Standard Contract Conditions and a Schedule to the Contract, the Schedules are to be read subject to the Standard Contract Conditions and the relevant provisions of Standard Contract Conditions prevail to the extent of the inconsistency unless explicitly amended in the Project Specific Contract Conditions (Part 7).
- 3.2. If there is any inconsistency between Schedules, the following order of priority in interpretation applies:
- (a) the Statement of Requirements (**Schedule 1**);
  - (b) the Pricing Schedule (**Schedule 2**); and

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- (c) all other Schedules.
- 3.3. If there is any inconsistency between the contents of a Schedule in circumstances where the Schedule is made up of a number of sub-documents, the body of the Schedule will take priority over the sub-documents. The sub-documents have equal status.

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#### **4A. TERMINATION OF MOBILISATION AGREEMENT**

- 4A.1 The Parties agree that the Mobilisation Agreement is terminated on and with effect from the Commencement Date, and the Parties are released from further performing their obligations under the Mobilisation Agreement from that date.
- 4A.2 Termination of the Mobilisation Agreement under Clause 4A.1 does not affect the Parties' accrued rights and remedies under the Mobilisation Agreement.
- 4A.3 Notwithstanding any other provision of this Contract or the Mobilisation Agreement, and subject to Clause 4A.4, the Contractor remains entitled to payment in accordance with the Mobilisation Agreement in respect of the Mobilisation Services provided by the Contractor prior to the Commencement Date.
- 4A.4 The maximum amount payable to the Contractor under the Mobilisation Agreement in respect of:
  - (a) the Mobilisation Services (being for Management Fees, Personnel Fees, Personnel Support Costs and Ad Hoc Services Fees, each as defined in the Mobilisation Agreement) shall not exceed the sum of **AUD711,004.54** plus GST in aggregate;
  - (b) Management Fees (as defined in the Mobilisation Agreement) shall not exceed **AUD XXX** plus GST;
  - (c) Personnel Fees (as defined in the Mobilisation Agreement) shall not exceed **AUD XXX** plus GST;
  - (d) Personnel Support Costs (as defined in the Mobilisation Agreement) shall not exceed **AUD156,937.24** plus GST; and
  - (e) Ad Hoc Services Fees (as defined in the Mobilisation Agreement) shall be nil.

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#### **4. CONTRACT TERM**

- 4.1. This Contract commences on the Commencement Date and continues for the Term, or until this Contract is terminated, except for any clauses which survive termination.
- 4.2. Subject to Clause 54, the Contractor must commence provision of the Services on 5 December 2014 and must provide the Services for the period specified in Schedule 1. The Contractor must not commence delivery of clinical services in the Ebola treatment centre until DFAT has



approved the Readiness to commence service delivery report and the Standard Operating Procedures report.

- 4.3. The Contractor grants to DFAT an option to extend the period of service provision under this Contract by up to 3 periods of 1 month. DFAT may exercise the option by notifying the Contractor in writing prior to the date of completion of the Services. If DFAT exercises the option, the Contractor must continue to provide the Services for the extended period on the terms and conditions contained in this Contract, except that:
  - (a) if DFAT exercises the first or second option period, this Clause 4.3 shall be amended to reduce the option periods on each occasion; and
  - (b) if DFAT exercises the third option, this Clause 4.3 shall no longer apply.
- 4.4. Each Party must bear and is responsible for its own costs in connection with the preparation, execution and carrying into effect of this Contract.

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## 5. SCOPE

- 5.1. This Contract sets out the terms and conditions on which the Contractor agrees to provide the Services and to secure the aims and objectives of the Project.
- 5.2. The Services to be provided by the Contractor are detailed in Schedule 1 (Statement of Requirements).
- 5.3. This Contract constitutes the sole and entire agreement between the Parties about its subject matter.

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## 6. CONTRACTOR OBLIGATIONS

- 6.1. The Contractor must:
  - (a) provide DFAT with the Services as described in Schedule 1 (Statement of Requirements) in addition to providing DFAT with any incidental Services to enable performance of this Contract;
  - (b) follow DFAT directions (including those issued by an Australian Embassy and High Commission) and cooperate with any third party appointed by DFAT to provide the Services including the provision of any reasonable assistance to third party providers of Services as DFAT may request;
  - (c) obtain and maintain workers' compensation insurance for its Personnel, both in Australia, and in any relevant Country it operates in, as required by law; and
  - (d) remain responsible for the payment of any taxes, or entitlements, other statutory charges and/or any other amount payable to its Personnel and agrees to indemnify DFAT in relation to any fine, penalty or other charge imposed on DFAT as a result of the Contractor's non-compliance with this Clause 6.1.
- 6.2. Without limiting Clause 6.1, the Contractor acknowledges and agrees that the patient capacity of the ETC at any particular point in time during the provision of the Services will be in accordance with any written DFAT



directions in regards to the implementation of the roll-out plan and any scaling up or scaling down strategy provided by the Contractor in accordance with Schedule 1 (Statement of Requirements). Upon receipt of a written DFAT direction to scale down the patient capacity of the ETC, the Contractor must immediately do everything possible to mitigate its costs and expenses in connection with, or arising out of, that scale-down. For the avoidance of doubt, a scale down of the patient capacity of the ETC is not a reduction in the scope of the Services for the purposes of Clause 51 of this Contract.

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## 7. PERFORMANCE STANDARDS

- 7.1. Where delivering the Services, the Contractor must at all times meet the performance standards outlined in this Clause 7 and any performance standards outlined in Schedule 1 (Statement of Requirements).
- 7.2. Where this Contract is for Services they must be provided by the Contractor:
  - (a) with high levels of due skill, care and diligence;
  - (b) to a professional standard and in a timely manner; and
  - (c) using experienced, trained and fully qualified Personnel.
- 7.3. Where this Contract requires the Contractor to procure Supplies for the purpose of delivery of the Services, those Supplies must:
  - (a) be reasonably fit for their intended purpose;
  - (b) be carried out in the most cost-effective manner and using materials suitable for the purpose;
  - (c) be provided in compliance with all relevant Australian (or if none apply, international) and Partner Country industry standards, best practice, guidelines and codes of practice;
  - (d) ensure any product resulting from the goods will be of such a nature and quality, state or condition that they can be reasonably expected to achieve their intended result; and
  - (e) be provided in a way that demonstrates the Contractor has sought to improve the quality, effectiveness and efficiency of the Goods at every opportunity.

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## 8. WARRANTIES AND RISK

- 8.1. Not Used.
- 8.2. Not Used.
- 8.3. The Contractor warrants that it has made its own assessment of all information made available to the Contractor in respect of the Services and sought all appropriate professional advice.
- 8.4. The Contractor warrants that it has full corporate power and authority to enter into, perform and observe its obligations under this Contract and that

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the execution, delivery and performance of this Contract shall be duly and validly authorised by all necessary corporate action.

8.5. Where the Contractor is a trustee, the Contractor warrants that it enters this Contract personally and in its capacity as trustee has the power to perform its obligations under this Contract.

8.6. Not Used.

8.7. Not Used.

#### *Services*

8.8. In relation to the Services provided by the Contractor under this Contract, the Contractor represents and warrants that:

- (a) its Personnel have the necessary experience, training, qualifications, skill, knowledge, expertise and competence to perform the Services; and
- (b) the Services or related products are free from defects in design, performance and workmanship and are safe and durable.

#### *DFAT Supplied Items*

8.9. The Contractor is responsible for the provision of all items of equipment, goods, materials, services and facilities to provide the Services. There is no requirement or obligation of DFAT to provide or procure the provision of any DFAT Supplied Items.

8.10. The Contractor warrants that it and its Personnel will:

- (a) use in a proper manner and maintain in good order all DFAT Supplied Items (if any) which the Contractor and its Personnel may use in the course of providing the Services under this Contract; and
- (b) promptly return all DFAT Supplied Items (if any) upon completion of use or otherwise upon expiry or termination of this Contract.

#### *The Ebola Treatment Centre*

8.11. The Contractor acknowledges that the Ebola treatment centre in the Partner Country is being provided by a third party, and that DFAT is not responsible for the provision of that centre nor whether it is appropriate or adequate. It is the Contractor's sole responsibility to ensure that the Contractor is able to provide the Services from the Ebola treatment centre provided to it by the third party. DFAT makes no warranty or assurance in relation to the Ebola treatment centre.

8.12. The Contractor must keep the Ebola treatment centre in the same condition as it was in on the date the Ebola treatment centre was first provided to the Contractor, except for fair wear and tear.

8.13. The Contractor at its own cost must promptly repair any damage to the Ebola treatment centre except for fair wear and tear.

8.14. If the Ebola treatment centre is damaged or destroyed, and as a result the Contractor cannot use or access the Ebola treatment centre, the Contractor must inform DFAT as soon as it is reasonable practical to do so.

8.15. DFAT is not required to maintain, repair, rebuild or reinstate the Ebola



treatment centre in any circumstances.

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## 9. CONFLICT OF INTEREST

- 9.1. The Contractor warrants that, at the date of signing this Contract, no conflict of interest exists, or is likely to arise in the performance of its obligations under this Contract.
- 9.2. The Contractor must use its best endeavours to ensure that no conflict of interest arises in relation to the performance of any aspect of this Contract.

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## 10. INSURANCES

- 10.1. The Contractor must arrange and maintain for the Term of the Contract unless otherwise specified:
  - (a) Travel insurance: adequate to cover international travel of Personnel;
  - (b) Public liability: Public Liability insurance with a limit of at least AUD50,000,000.00 per occurrence, with unlimited occurrences (noting however that the policy has an exclusion for communicable diseases), which covers Loss of, or damage to, or Loss of Use of any real or personal property and/or any personal injury to, illness or death of any person arising from the performance of the Contract;
  - (c) Motor vehicle third party property damage insurance;
  - (d) Workers' Compensation insurance in accordance with Clause 6.1(c) which:
    - (i) fully insures the Contractor for any amount it becomes liable to pay under any statute relating to workers' or accident compensation or for employer's liability at common law; and
    - (ii) is effected in the Partner Country as well as every state or territory in Australia where its Personnel normally reside or in which their contract of employment was made;
  - (e) adequate property insurance covering any Contract Material, Supplies and the reinstatement of any Data while in the care, custody or control of the Contractor for its full replacement value;
  - (f) property insurance for the Ebola treatment centre for an amount no less than USD6,500,000.00;
  - (g) adequate Professional Indemnity insurance to cover the Contractor's obligations under this Contract, being an amount not less than AUD20,000,000.00 per occurrence and AUD40,000,000.00 in the aggregate. The Contractor must maintain the necessary insurance each year until the expiration of three (3) years after the full Term of the Contract or earlier termination of the Contract; and



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- (h) medical indemnity insurance.
- 10.2. Where there is no workers compensation legislation in force in the Partner Country, the Contractor shall arrange adequate personal accident and illness insurance (accidental death and weekly benefits) for any of its Personnel not otherwise covered for the Term of the Contract.
- 10.3. The Contractor must, within fourteen (14) Business Days after a request by DFAT, provide for any insurance policy: a certificate of currency, a list of exclusions; and the amount of excess payable.
- 10.4. Where any policy is to be cancelled, or the level of cover reduced, the Contractor must give DFAT at least fourteen (14) Business Days prior notice of the cancellation.
- 10.5. Neither the arrangement and maintenance of insurance nor any failure to arrange and maintain such insurance shall in any way limit, reduce or otherwise affect any of the obligations, responsibilities and liabilities of the Contractor under the other provisions of this Contract or at law.
- 10.6. Failure by the Contractor to maintain all necessary insurances will entitle DFAT to terminate this Contract immediately in accordance with Clause 49 (Termination for Breach).
- 10.7. In the event of an insurance claim any deductible or excess payable will be the responsibility of the Contractor.

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## 11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. This Clause 11 does not affect the ownership of the Intellectual Property Rights in any Pre-existing Contractor Material or Third Party Material.
- 11.2. The Contractor must obtain all necessary copyright and other Intellectual Property Rights permissions before making any Pre-Existing Contractor Material or Third Party Material available as a part of the Services.
- 11.3. All Intellectual Property Rights in the Contract Material vests in the Contractor on creation.
- 11.4. To the extent that DFAT needs to use any of the Contract Material, Pre-Existing Contractor Material or Third Party Material to receive the full benefit of the Services or for any other legitimate purpose of the Commonwealth, the Contractor grants to, or must use reasonable endeavours to obtain for, DFAT, a perpetual, world-wide, royalty free, non-exclusive licence (including the right to sublicense) to use, reproduce, adapt, modify and communicate that Contract Material, Pre-Existing Contractor Material or Third Party Material.
- 11.5. The licence granted to DFAT under Clause 11.4 does not include a right to exploit the Contract Material, Pre-Existing Contractor Material or Third Party Material for DFAT's commercial purposes.
- 11.6. The Contractor must deliver all Contract Material to DFAT or to the Partner Government counterpart agency as may be directed in writing by DFAT.

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11.7. The Contractor warrants that:

- (a) the warranted Materials and DFAT's use of those warranted Materials, will not infringe the Intellectual Property Rights or Moral Rights of any person, and
- (b) it has the necessary rights to grant the licences as provided in this Clause 11.

11.8. If a third party claims, or DFAT reasonably believes that a third party is likely to claim, that all or part of the warranted Materials infringe their Intellectual Property Rights or Moral Rights the Contractor must, in addition to the Contractor's obligation under Clause 12 (Contractor Indemnity) and to any other rights that DFAT has against the Contractor, promptly, at the Contractor's expense:

- (a) secure the rights for DFAT to continue to use the affected warranted Materials free of any claim or liability for infringement; or
- (b) replace or Modify the affected warranted Materials so that the warranted Materials or the use of them does not infringe the Intellectual Property Rights or Moral Rights of any other person without any degradation of the performance or quality of the affected warranted Materials.

11.9. The Contractor warrants or undertakes that the author of any Contract Material, other than Pre-existing Material, has given or will give written consent to the Specified Acts (whether those Specified Acts occur before or after the consent is given) and that such consent extends directly or indirectly to DFAT.

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**12. CONTRACTOR INDEMNITY**

12.1. The Contractor indemnifies DFAT (and its officers, employees, and agents) against any Loss suffered or incurred (including personal injury, death and legal costs and expenses on a solicitor/own client basis) and the cost of time and resources arising from:

- (a) a breach of the Contractor's performance of this Contract;
- (b) an infringement, or an alleged infringement, of the Intellectual Property Rights of any person, which occurred by reason of the performance or use of the Services;
- (c) an infringement or an alleged infringement of the provisions of the *Privacy Act 1988* (Cth), in connection with the Services;
- (d) an investigation carried out by the Ombudsman which results in an adverse finding and arises directly or indirectly, as a result of, and/or due to conduct of the Contractor or its Personnel;
- (e) any negligent act or omission of the Contractor's or the Contractor Personnel's in connection with this Contract; and/or



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- (f) any act or omission involving fault on the Contractor's or the Contractor Personnel's part in connection with this Contract.
- 12.2. The indemnity in this clause 12 is reduced to the extent that the Loss or liability is caused by the default or unlawful or negligent act or omission of DFAT, its employees or contractors (except the Contractor).
- 12.3. DFAT must take any reasonable action to mitigate any Loss arising out of clause 12.1.
- 12.4. Subject to Clause 12.5, the maximum liability of the Contractor arising out of or in connection with the indemnity in Clause 12.1 is limited to AUD XXX in aggregate.
- 12.5. Clause 12.4 does not apply, and the Contractor's liability is not limited, in respect of any Loss suffered or incurred in connection with:
  - (a) personal injury and death;
  - (b) loss of, or damage to, third party property in respect of which a claim against DFAT is made;
  - (c) Commonwealth property;
  - (d) breach of Intellectual Property rights, confidentiality, privacy or security obligations;
  - (e) fraud or wilful default (being a default where the breach relates to an act or omission that is intended to cause harm, or otherwise involves recklessness in relation to an obligation not to cause harm); or
  - (f) unlawful (not including breach of Contract) or illegal acts.

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## 12A. DFAT INDEMNITY

### 12A.1 INDEMNITY BY DFAT

Subject to Clause 12A.2 and Clause 12A.3 and the Contractor's compliance with Clauses 12A.4 to 12A.7, DFAT indemnifies the Contractor against all Liabilities suffered or incurred by the Contractor in respect of all Relevant Claims.

### 12A.2 EXCEPTIONS TO CLAUSE 12A.1

The indemnity contained in Clause 12A.1 does not apply:

- (a) to the extent that the Contractor is entitled or has a right to an indemnity, insurance or payment from a third party (including any insurer but excluding any employee of the Contractor) in relation to the Relevant Claim; or
- (b) in respect of Relevant Claims where:
  - i. the Contractor has failed to provide a detailed briefing and training,



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including on the Contractor's protocols and procedures regarding post-deployment management, to the Relevant Employee in accordance with this Contract or has failed to contractually oblige the Relevant Employee to comply with those requirements; or

- ii. the Contractor has otherwise failed to take all reasonable action in the circumstances to prevent the transmission of Ebola by that Relevant Employee.

#### 12A.3 CAP ON DFAT LIABILITY

The maximum liability of DFAT arising out of or in connection with the indemnity in Clause 12A.1 is limited to AUD XXX in aggregate in respect of all Claims.

#### 12A.4 CONTRACTOR'S GENERAL OBLIGATIONS

The Contractor must:

- (a) notify DFAT promptly and in any event, within 2 days of any Third Party Claim; and
- (b) make all reasonable efforts to avoid or mitigate its Liability in respect of any Third Party Claim.

#### 12A.5 IF DFAT CONDUCTS A THIRD PARTY CLAIM

DFAT may elect at any time to control the conduct of any Third Party Claim. If DFAT elects to control the conduct of a Third Party Claim:

- (a) DFAT must:
  - i. conduct the Third Party Claim in good faith; and
  - ii. provide written reports to the Contractor at reasonable and regular intervals about progress of the Third Party Claim.
- (a) The Contractor must:
  - i. take all steps reasonably necessary to allow DFAT to control the Third Party Claim as DFAT thinks appropriate;
  - ii. take all action and render all assistance reasonably requested by DFAT in connection with the Third Party Claim;
  - iii. not admit liability for, negotiate, enter into any agreement about, settle or compromise the Third Party Claim without DFAT's prior written consent;
  - iv. allow DFAT to negotiate, enter into any agreement about, settle or compromise the Third Party Claim as DFAT thinks appropriate; and
  - v. allow DFAT and its representatives to have access to personnel and to relevant premises, assets and records (copies of which may be taken at DFAT's cost) in the power, possession or control of the Contractor as

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reasonably necessary to assist DFAT with the conduct of the Third Party Claim.

**12A.6 IF DFAT DOES NOT CONDUCT A THIRD PARTY CLAIM**

If DFAT does not elect to control the conduct of a Third Party Claim or in any period before it so elects, the Contractor must:

- (a) if the Third Party Claim entitles the Contractor to make a Claim against a third party, take all reasonable steps to pursue the Third Party Claim;
- (b) conduct the Third Party Claim in good faith with regard to all matters material to the interests of DFAT;
- (c) provide written reports to DFAT at reasonable and regular intervals about progress of the Third Party Claim; and
- (d) not admit liability, enter into any agreement about, settle or compromise the Third Party Claim without DFAT's prior written consent.

**12A.7 REIMBURSEMENT IF SUBSEQUENT RECOVERY FROM THIRD PARTIES**

If the Contractor receives any payment from or on behalf of DFAT for any Claim (**Indemnity Payment**) and the Contractor subsequently recovers any amount from any third party (including under a Third Party Claim) for anything in respect of that Claim (**Recovered Amount**), the Contractor must promptly:

- (a) notify DFAT of the Recovered Amount; and
- (b) pay DFAT an amount equal to the lesser of:
  - i. the Recovered Amount; and
  - ii. the Indemnity Payment.

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**13. BRANDING**

13.1. The Contractor must:

- (a) identify, and with prior DFAT approval, implement appropriate opportunities for publicising the Project (including signage at each Project site that acknowledges the funding of the Project) in accordance with DFAT Guideline "Branding aid projects and initiatives: for managing contractors, NGOs, multilaterals and other partners" at all times;
- (b) only use the Australian Government/DFAT crest logo with prior approval, (in-line version or stacked version) in Australia or the Australian Aid identifier overseas to denote association with Australia, the Australian Government or DFAT in any publicity or other project related materials; and



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- (c) promptly remove Contractor signs at the completion of the Project unless otherwise instructed by DFAT.

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#### 14. PUBLICITY

- 14.1. The Contractor may not make media or other announcements or releases relating to this Contract without DFAT's prior written approval except to the extent that the announcement or release is required to be made by law.

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#### 15. AGENCY

- 15.1. The Contractor, and its Personnel are not, will not be deemed to be and must not represent themselves as being, by virtue of this Contract, an employee, partner or agent of DFAT.
- 15.2. The Contractor acknowledges that it has no authority to bind DFAT without DFAT's specific consent.

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#### 16. AMENDMENT

- 16.1. The Contractor must not do anything that amounts to a variation of this Contract in whole or in part otherwise than in accordance with this Clause.
- 16.2. Except as set out in Clause 52.6(a), the provisions of this Contract may not be amended either in law or in equity except in writing and substantially in the form of a Deed of Amendment signed by both DFAT and the Contractor.

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#### 17. WAIVER

- 17.1. A waiver by either Party of a breach of a particular provision of this Contract by the other Party does not operate as a waiver in respect of any other breach, and the failure of either Party to enforce at any time a provision of this Contract is not to be interpreted as a waiver of the provision.

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#### 18. SEVERANCE

- 18.1. If any term or condition of this Contract is not enforceable, other terms or conditions of the Contract that are self-sustaining and capable of separate enforcement are to continue in operation.

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#### 19. ASSIGNMENT

- 19.1. The Contractor may not assign or transfer any of its rights or obligations under this Contract without DFAT's prior written approval.

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#### 20. SURVIVAL

- 20.1. The following clauses survive termination and expiry of this Contract:  
Clause 8 (Warranties and Risk), Clause 10 (Insurances), Clause 11 (Intellectual Property Rights), Clause 12 (Contractor Indemnity), Clause 12A (DFAT Indemnity), Clause 23 (Investigation by the Ombudsman),



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Clause 25 (Fraud), Clause 30 (Confidentiality), Clause 31 (Privacy), Clause 37 (Recordkeeping), Clause 39 (Audit) and any other clause, which by their nature, survive the expiry or termination of this Contract.

- 20.2. In addition to the survival of clauses outlined at Clause 20.1, the expiry or termination of this Contract will not extinguish or affect any rights of either Party against the other accrued prior to termination, or arising at any future time from any breach or non-observance of obligations under this Contract.

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## 21. GOVERNING LAW AND JURISDICTION

- 21.1. This Contract and any transactions contemplated under this Contract are governed by, and are to be construed in accordance with the laws of the Australian Capital Territory. Each Party to the Contract unconditionally submits to the exclusive jurisdiction of the courts of the Australian Capital Territory.

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## 22. NOTICES

- 22.1. A notice given under this Contract:
- (a) must be in writing, signed by the Representative, or other authorised officer, marked for the attention of the person set out below and sent to that persons relevant address, by prepaid ordinary post (airmail if posted to or from a place outside Australia) or by facsimile transmission, or by email to the person's email address; and
  - (b) will be taken to be received on the date it is delivered (if hand-delivered to the Party), in the case of a pre-paid letter sent by ordinary mail, on the third Business Day (seventh, if posted to or from a place outside Australia) after posting, or on the date of transmission if sent in its entirety to the recipient's facsimile machine (if sent by facsimile), or in the case of email, when it is delivered to a system from which the addressee can retrieve it.
- 22.2. The addresses, email addresses and fax numbers of the Parties are as set out in the Contract Details.

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## PART 2 - COMPLIANCE

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### 23. INVESTIGATION BY THE OMBUDSMAN

- 23.1. In carrying out the Services, the Contractor, and an employee or sub-contractor of the Contractor, may be a "Commonwealth service provider" under Section 3BA of the Ombudsman Act 1976 (Cth).
- 23.2. The Contractor must use its best endeavours, and must ensure that employees and sub-contractors of the Contractor use their best endeavours, in undertaking the Services, not to engage in conduct that:
- (a) would, if the Contractor or an employee or sub-contractor were an officer

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of DFAT, amount to a breach of duty or to misconduct; or

- (b) should be brought to the attention of the principal officer of DFAT as defined in the *Ombudsman Act 1976* (Cth).
- 23.3. If the Commonwealth Ombudsman commences an investigation of conduct of the Contractor, as a Commonwealth service provider, the Contractor, at the cost of the Contractor, must cooperate with the investigator including:
- (a) providing all documentation required by the investigator;
  - (b) making Contractor Personnel available to assist the investigator; and
  - (c) allowing the investigator, at any reasonable time of the day, to enter a place occupied by the Contractor and carry on the investigation at that place.
- 23.4. If the Ombudsman brings evidence to the notice of DFAT concerning the conduct of the Contractor, or of an employee or sub-contractor of the Contractor, the Contractor must, at the cost of the Contractor, take whatever remedial action is required by DFAT or by the Ombudsman to rectify the situation.

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#### 24. COUNTER-TERRORISM

- 24.1. The Contractor must ensure that funds provided under this Contract (whether through a subcontract or not) do not provide direct or indirect support or resources to:
- (a) organisations and/or individuals associated with terrorism, and
  - (b) organisations and individuals for whom Australia has imposed sanctions under: the *Charter of the United Nations Act 1945* (Cth) and regulations made under that Act; the *Autonomous Sanctions Act 2011* (Cth) and regulations made under that Act or the World Bank List or a Relevant List.
- 24.2. Nothing in Clause 24 requires the Contractor to check whether a patient of the Ebola treatment centre is an individual referred to in Clause 24.1 (b) or to refuse treatment to such an individual.

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#### 25. FRAUD

- 25.1. The Contractor must not, and must ensure that Personnel do not, engage in any Fraud and must prevent and detect Fraud, including Fraud by its Personnel.
- 25.2. Within one month of the Commencement Date, the Contractor must conduct a Fraud risk assessment and produce a Fraud control strategy in compliance with the Commonwealth Fraud Control Framework available at [www.ag.gov.au](http://www.ag.gov.au). The risk assessment and strategy must contain appropriate fraud prevention, detection, investigation and reporting



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processes and procedures.

- 25.3. The Contractor is responsible for preventing and detecting Fraud including Fraud within those functions outsourced / performed by a sub-contractor or under any other arrangement established by the Contractor relating to the performance of this Contract.
- 25.4. The Contractor must ensure that Personnel are responsible and accountable to the Contractor for preventing and reporting any Fraud as part of their routine responsibilities. The Contractor must ensure that Personnel who are not employed by the Contractor report Fraud to the Contractor within five (5) Business Days.
- 25.5. If the Contractor becomes aware of a Fraud, it must report the matter to DFAT in writing within five (5) Business Days. The written report to DFAT must be signed by a Contractor authorised person and must include the following (where known):
  - (a) the name of the Project under which DFAT funding is being provided;
  - (b) name of any Personnel (including any sub-contractors) involved;
  - (c) the allegation(s), including a chronological account of the facts giving rise to the allegation(s);
  - (d) the names of the suspected offender(s) (where known);
  - (e) details of witnesses;
  - (f) copies of relevant documents;
  - (g) references to any relevant legislation;
  - (h) a nominated contact officer;
  - (i) any other relevant information (eg, political sensitivities, any other party or agency that has been informed, involved or that can assist with investigations); and
  - (j) the current status of any inquiries commenced by the Contractor.
- 25.6. If a report has been made in accordance with Clause 25.5 above, the Contractor must respond within five (5) Business Days to any further requests for information DFAT may make.
- 25.7. If the Contractor becomes aware of a Fraud, the Contractor must, in consultation with DFAT, develop and implement a strategy to investigate the Fraud based on the principles set out in the Australian Government Investigations Standards.
- 25.8. The Contractor must investigate any fraud at the Contractor's cost and in accordance with any directions or standards required by DFAT. Whether the Contractor conducts an investigation or appoints an investigator to conduct an investigation, the person conducting the investigation must



possess the minimum qualifications specified in the Australian Government Investigation Standards or an equivalent agreed to by DFAT.

- 25.9. DFAT reserves the right to appoint its own investigator, conduct its own investigation or report Fraud to the appropriate law enforcement agencies or any other person or entity DFAT deems appropriate in Australia or in the Partner Country for investigation. If DFAT exercises its rights under this Clause 25.9, the Contractor must provide all reasonable assistance that may be required at its sole expense.
- 25.10. After the investigation is finished, if a suspected offender has been identified or at the direction of the Director of DFAT Fraud Control Section, the Contractor must promptly report the Fraud to the local police and any other appropriate law enforcement agency in the country where the incident has occurred, unless the Director of DFAT- Fraud Control Section agrees otherwise in writing.
- 25.11. If the investigation finds the Contractor or Personnel have engaged in Fraud, the Contractor, in consultation with DFAT, must:
  - (a) if DFAT funds have been misappropriated, pay to DFAT the full value of the misappropriated funds; and
  - (b) if DFAT-funded property has been misappropriated, either return the property to DFAT or, if the property cannot be recovered or has been damaged, replace the property with property of equal or greater value or quality, or repair the property, at no cost to DFAT.
- 25.12. If the investigation finds that a person other than the Contractor or Personnel has engaged in Fraud, the Contractor must, at the Contractor's cost, take all reasonable action to recover any DFAT funds or DFAT-funded property acquired or distributed through the Fraud, including taking recovery action in accordance with recovery procedures (including civil litigation) available in the Partner Country.
- 25.13. The Contractor must keep DFAT informed, in writing, on a monthly basis, of the progress of its efforts to recover the DFAT funds or DFAT-funded property, including any recovery action.
- 25.14. If the Contractor considers that all reasonable action has been taken to recover the DFAT funds or DFAT-funded property and recovery has not been achieved or recovery has only been achieved in part, the Contractor may seek approval from DFAT that no further recovery action be taken.
- 25.15. If an investigation finds that the Contractor or Personnel have engaged in Fraud, or if DFAT discovers that a Fraud has not been reported to DFAT in accordance with Clause 25.5, DFAT reserves the right to:
  - (a) terminate this Contract by giving the Contractor notice in writing specifying the date on which the termination will take effect; and
  - (b) not enter into any further agreements with the Contractor until such time as DFAT is satisfied that any recommended changes to the Contractor's management and procedures have been made in order to prevent any further Fraud from occurring and to ensure timely reporting of fraud to

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DFAT.

- 25.16. Without limitation to DFAT's rights pursuant to Clauses 49 (Termination for Breach) and 25.15, if the Contractor fails to comply with its obligations under this Clause 25 with respect to a Fraud, DFAT may give the Contractor a written notice which specifies:
- (a) the obligation(s) with which the Contractor has not complied;
  - (b) the action that the Contractor must take to rectify the failure; and
  - (c) the date by which the Contractor must rectify the failure.
- 25.17. If the Contractor does not comply with a notice issued pursuant to Clause 25.16, DFAT reserves the right to:
- (a) terminate this Contract in accordance with Clause 49; and / or
  - (b) exercise its rights pursuant to Clause 25.8; and / or
  - (c) withhold payments (or parts of payments) due to the Contractor under this Contract until the Contractor has complied with the notice.
- 25.18. This Clause 25 survives the termination or expiration of this Contract, including with respect to any Fraud relating to the performance of this Contract, which is not detected until after this Contract has been terminated or has expired.

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## 26. ANTI - CORRUPTION

- 26.1. The Contractor warrants that neither it nor its Personnel will make or cause to be made, receive or seek to receive any offer, gift or payment, or benefit of any kind, which is or could be construed as an illegal or corrupt act, either directly or indirectly to any Party, in relation to the execution of this Contract or the performance of the Services.
- 26.2. Any breach of this Clause 26 will entitle DFAT to issue a notice under Clause 49 (Termination for Breach) to terminate this Contract immediately.

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## 27. COMPLIANCE WITH LAWS AND POLICIES

- 27.1. The Contractor is responsible for ensuring that it and Personnel comply with:
- (a) applicable laws of the Commonwealth, any State, Territory or local authority; and
  - (b) applicable Treaties, MOUs or Commonwealth Government policies as set out in this Contract or as notified to the Contractor from time to time.
- 27.2. In performing any part of this Contract outside Australia, the Contractor and its Personnel and Sub-Contractors must:
- (a) not engage in any political activity in the relevant country during the



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provision of the Services;

- (b) observe all laws and respect all religions and customs of that country; and
- (c) conduct themselves in a manner consistent with the *Public Service Act 1999* (Cth) (including the Australian Public Service Values and Employment Principles and Code of Conduct).

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## 28. SECURITY

- 28.1. The Contractor is responsible for the personal safety and security of Contractor Personnel, ensuring that both the Contractor and its Personnel comply with this Clause 28. The Contractor must comply with the Safety and Security Plan as amended from time to time.
- 28.2. If, during the Term of this Contract, the Contractor is required to access or otherwise gains access to Official Information or Security Classified Information, it agrees to comply with:
  - (a) all relevant security requirements specified in the Commonwealth Protective Security Policy Framework as minimum standards;
  - (b) the security requirements specified in this Contract; and
  - (c) any variations or additions to the security requirements under this Clause 28 that DFAT (in its absolute discretion) notifies the Contractor in writing. Such changes to the security requirements must be implemented by the Contractor from the date specified in the notice (or 5 Business Days after it receives the notice if no date is specified).
- 28.3. The Contractor must ensure that all its Personnel, when using DFAT's premises or facilities, comply with all DFAT procedures and directions relating to security.
- 28.4. If required by DFAT each of the Contractor's Personnel engaged by or on behalf of the Contractor, must meet all necessary security assessments and standards required by DFAT including:
  - (a) an identity check;
  - (b) a National Police Clearance check or equivalent;
  - (c) signing any forms notified to the Contractor by DFAT from time to time;
  - (d) holding Australian Government security clearances to the level requested by DFAT in accordance with the Commonwealth Protective Security Policy Framework, or as otherwise required by DFAT;
  - (e) attending and completing a DFAT Security Awareness Course prior to or as soon as possible after the Commencement Date at the Contractor's cost; and
  - (f) complying with any other security awareness requirements reasonably requested by DFAT.



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- 28.5. DFAT will facilitate the obtaining of security clearances for Contractor Personnel. The Contractor must bear the cost of security clearances for its Personnel. If the security requirements are redefined, the Contractor is entitled to apply to DFAT for a price variation.
- 28.6. All Personnel, where DFAT considers this appropriate, must:
- (a) attend and complete a Departmental Security Awareness Course prior to or as soon as possible after the Commencement Date at the Contractor's cost; and
  - (b) comply with any other security awareness requirements reasonably requested by DFAT.
- 28.7. The Contractor acknowledges that if any of its Personnel lose their security clearance or causes a security breach, DFAT may:
- (a) after consultation with the Contractor, require the replacement of that Personnel; or
  - (b) terminate this Contract for breach.
- 28.8. The Contractor must:
- (a) notify DFAT immediately on becoming aware of any security incident or security breach and comply with all DFAT directions to rectify the security problem; and
  - (b) participate in security reviews of its procedures at least annually as requested by DFAT and participate in any security audit in relation to the Contract, providing full co-operation to DFAT or its independent auditors, including the Australian National Audit Office.

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## 29. WORK HEALTH AND SAFETY

- 29.1. In this Clause 29, Inspector, Notifiable Incident, Regulator and WHS Entry Permit Holder have the meanings given in the WHS Act.

### General Obligations

- 29.2. The Contractor must take all reasonable practical steps to ensure that the Project is performed in a safe manner.
- 29.3. The Contractor must ensure, so far as is reasonably practicable, the health and safety of:
- (a) Covered Workers; and
  - (b) other persons who may be affected by the work carried out as part of the Project.
- 29.4. The Contractor must not, and must ensure its Personnel do not, by act or omission place DFAT in breach of its obligations under the WHS Laws.
- 29.5. The Contractor must, and must ensure its Personnel, if using or accessing DFAT's premises or facilities, comply with all reasonable instructions,

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directions, policies and procedures relating to work health and safety in operation at those premises or facilities, whether specifically drawn to the attention of the Contractor or as might be reasonably inferred from the circumstances.

- 29.6. Where the health and safety of any person may be affected by the performance of the Project, the Contractor must consult, cooperate and coordinate with DFAT in relation to the health and safety issue.
- 29.7. The Contractor must inform itself, and ensure its Personnel inform themselves, of DFAT's work health and safety policies and procedures relevant to the Services.
- 29.8. The Contractor must, and must ensure its Personnel:
- (a) comply with the WHS Laws in relation to work performed on the Project by Covered Workers;
  - (b) in relation to work performed on the Project by Covered Workers, comply with all relevant work health and safety policies and procedures of DFAT as might reasonably be inferred from the circumstances;
  - (c) immediately comply with any reasonable instruction from DFAT regarding work health and safety in relation to work performed on the Project by Covered Workers; and
  - (d) immediately comply with any direction in relation to work performed on the Project by Covered Workers from any person having authority under the WHS Laws to give directions.

#### **Notifying DFAT**

- 29.9. The Contractor must notify DFAT as soon as practicable of any concern the Contractor has regarding:
- (a) the health and safety of Covered Workers or others put at risk by work carried out on the Project; and
  - (b) notify DFAT in writing what remedial steps the Contractor intends to carry out in order to ensure the health and safety of Covered Workers and others in the workplace who may be affected or put at risk by work carried out on the Project.

The Contractor must immediately notify DFAT of any:

- (a) breach or suspected breach of the WHS Laws in relation to work performed on the Project by Covered Workers; or
  - (b) proceedings against, decision by the Regulator in relation to, or request from the Regulator to, the Contractor or its Personnel under the WHS Laws.
- 29.10. The Contractor must provide to DFAT a copy of any notice issued to the Contractor under the WHS Laws in relation to work performed on the Project by Covered Workers as soon as possible and in any event within 24 hours after receipt.
- 29.11. If the Contractor is required by the WHS Laws to report a Notifiable



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Incident to the Regulator in relation to work performed on the Project by Covered Workers, the Contractor must:

- (a) as soon as is practicable in the circumstances, notify DFAT of the Notifiable Incident and, if requested by DFAT, provide a copy of any written notice given to the Regulator; and
- (b) if requested by DFAT, provide within the timeframe specified by DFAT a report on the Notifiable Incident, the results of any investigations into its cause, and any recommendations for prevention in the future.

#### **Investigations**

- 29.12. The Contractor must cooperate with any investigation undertaken by DFAT in relation to a Notifiable Incident, or breach or suspected breach of the WHS Laws, arising out of or in respect of the Project.
- 29.13. The requirement for, and cooperation with, investigations does not in any way reduce the Contractor's responsibility to perform its obligations in accordance with this Contract.

#### **Documentation**

- 29.14. If the Contractor is required by the WHS Laws to:
  - (a) prepare, submit, supply, obtain or review any document (including a management plan, risk assessment, safe work method statement, emergency plan, safety data sheet, notice to the Regulator or register); or
  - (b) obtain or sight any licence, permit or authorisation (Licence),
  - (c) in relation to work performed on the Project by Covered Workers, the Contractor must, before commencing or continuing work:
  - (d) prepare, submit, supply, obtain or review the document or obtain or sight the Licence as required; and
  - (e) provide a copy of the document or Licence to DFAT, allowing sufficient time for DFAT to review the document or Licence and consult as it considers appropriate.

#### **Suspension**

- 29.15. Without limiting any other right or remedy of DFAT, if DFAT is not satisfied that the Contractor is performing the Project in compliance with its work health and safety obligations under this Contract or relevant legislation, DFAT may direct the Contractor to suspend work on part or all of the Project.
- 29.16. If DFAT directs the Contractor under clause 29.15, the Contractor must suspend work on the Project as directed until the Contractor satisfies DFAT that the Project will be performed in compliance with its work health and safety obligations.

#### **Subcontracts**

- 29.17. The Contractor must ensure that any subcontract entered into in relation to work performed on the Project by Covered Workers imposes obligations on subcontractors equivalent to the obligations the Contractor has under



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this Clause 29 including the requirement in relation to subcontracts.

**Relationship to other obligations**

- 29.18. Where there is any inconsistency between this Clause 29 and the WHS Laws, the WHS Laws prevail to the extent of the inconsistency.
- 29.19. The Contractor acknowledges that it is responsible for:
- (a) complying with its obligations under work health and safety laws; and
  - (b) performing the Project in accordance with this Contract,
  - (c) and will not be relieved of that responsibility because of:
  - (d) anything in this Clause 29 or in any policy or procedure referred to in this Clause 29;
  - (e) any instruction or direction or failure to give an instruction or direction under this Clause 29;
  - (f) any exercise of, or failure to exercise, DFAT's rights under this Clause 29; or
  - (g) any notice or other document or communication from the Contractor under this Clause 29.
- 29.20. To the extent permitted by law, DFAT is not liable to the Contractor for any Loss in connection with work health and safety in relation to Covered Workers performing work on the Project.

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**30. CONFIDENTIALITY**

- 30.1. Neither Party, nor their Personnel may disclose, use or make public the Confidential Information of the other Party (or Confidential Information disclosed by or on behalf of the other) unless required by law, necessary for legal proceedings, provided with the written consent of the relevant Party, or required to manage the Contract. If the Confidential Information is required to be disclosed under this Clause 30.1, a Party must use all reasonable endeavours to ensure that persons receiving the Confidential Information do not further disclose the information.
- 30.2. DFAT Data (including DFAT Confidential Information) must not be removed from Australia or the relevant Partner Country.
- 30.3. If a Party is required to disclose Confidential Information by law or for legal proceedings, the disclosing Party must provide reasonable notice to the other Party.
- 30.4. The Contractor must obtain from any Personnel who will have access to DFAT Confidential Information, a written undertaking in the form set out at Schedule 3 (Deed of Confidentiality) to this Contract relating to non-disclosure of that information.
- 30.5. The Contractor acknowledges and agrees to allow DFAT to publish details and report lists of Contracts valued over certain thresholds, and identify Confidentiality agreements in accordance with Senate Order requirements.

- 30.6. The Contractor acknowledges and agrees to allow DFAT to periodically publish detailed information about work under the Contract on the DFAT website. This will include information about the Contractor's policies, plans, processes, the results of the Contractor's aid activities and DFAT's evaluations of the Contractor's performance. DFAT and the Contractor will consult prior to publication or release of information regarded as sensitive (for example, Fraud or corruption matters).
- 30.7. The identity of the Contractor's Personnel is not Confidential Information, nor is this Contract with the exception of those items specified in Schedule 4 (Confidential Information).
- 30.8. The Contractor must ensure that it obtains any necessary consent from its Personnel in relation to the requirements of this Clause 30.
- 30.9. Upon expiry or earlier termination of this Contract, the Contractor must either destroy or deliver to DFAT all DFAT Confidential Information.

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### **31. PRIVACY**

- 31.1. The Contractor, to the extent that it deals with Personal Information, when and for the purpose of, providing the Services – is a 'Contracted Service Provider within the meaning of the Privacy Act 1988 (Cth), and in accordance with the Act must:
  - (a) comply with the Australian Privacy Principles;
  - (b) take all reasonable steps to protect personal information held in connection with the Contract from loss or unauthorised access, use, modification, disclosure or other misuse;
  - (c) not to do any act or engage in any practice that would breach an Australian Privacy Principle if done or engaged in by an agency;
  - (d) to ensure that any Personnel who is required to deal with personal information for the purposes of this Contract is made aware of the obligations of the Contractor set out in this Clause 31; and
  - (e) co-operate with any reasonable request or direction of DFAT in relation to an inquiry, audit or other exercise of powers or functions, by the Privacy Commissioner.

## **PART 3 - CONTRACT MANAGEMENT**

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### **32. CONTRACT MANAGEMENT GROUP**

- 32.1. Each Party must identify one (1) Contract Management Representative to be responsible for operational coordination and contract management and one Escalation Representative to assist in any Dispute Resolution, both to be listed in the Contract Details, and to be changed in accordance with Clause 22 (Notices).
- 32.2. If required by DFAT, this Contract Management Group may meet on a



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weekly basis for the first three (3) months from the Commencement Date of this Contract and then at a frequency (at least monthly) to be agreed between the Parties.

- 32.3. The Contractor must attend and participate in all Contract Management Group meetings as directed by DFAT and when required, consult, cooperate with, and promptly provide input, information and advice to the Contract Management Group on progress and performance of the Project (including any matters, concerns, circumstances or events which may be affecting or may affect the Contractor's relationship with Stakeholders, DFAT or the Contract Management Group), and suggest actions to mitigate these, or assist in the prompt resolution of these.
- 32.4. A representative of the Contractor must take Minutes of all Contract Management Group Meetings and distribute copies of the Minutes to each member of the Contract Management Group within ten (10) Business Days after the relevant meeting.

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### 33. REVIEW

- 33.1. At any time DFAT may itself, or may appoint an independent person or persons to conduct a review of any matter capable of affecting the performance of this Contract.
- 33.2. The Contractor and its Personnel must participate cooperatively in any reviews conducted by DFAT or its nominees, while continuing to perform its obligations under this Contract, and respond in writing to any draft review report within 28 Business Days after the date of receipt by the Contractor of the draft report.
- 33.3. Each Party must bear its own costs of any such reviews conducted by or on behalf of DFAT.

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### 34. PERFORMANCE ASSESSMENT

- 34.1. The Contractor acknowledges and agrees that DFAT may issue in relation to this Contract:
  - (a) a Partner Performance Assessment;
  - (b) sub-contractor performance assessments; and
  - (c) sub-contractor key personnel performance assessments.
- 34.2. Performance assessments will be substantially in accordance with the assessment sheet in Schedule 5 (Partner Performance Assessment). Within 28 days of receiving a performance assessment from DFAT, the Contractor must:
  - (a) sign and return to DFAT the Partner Performance Assessment together with any response; and
  - (b) ensure that all other performance assessments together with any response



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the sub-contractor or any personnel wishes to include are signed and returned to DFAT.

- 34.3. Contractor must undertake sub-contractor and sub-contractor personnel assessments as required by DFAT.
- 34.4. The Contractor must insert clauses in any sub-contracts relating to the Contract that require the sub-contractor to agree that:
  - (a) DFAT or the Contractor may issue:
  - (b) a sub-contractor performance assessment; or
  - (c) sub-contractor key personnel performance assessments,
  - (d) in relation to the sub-contract; and
  - (e) the sub-contractor will sign and return the sub-contractor performance assessment together with any response within 28 days of receipt and will ensure that sub-contractor personnel performance assessments together with any response any personnel wishes to include are signed and returned within 28 days of receipt.

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### 35. SPECIFIED PERSONNEL

- 35.1. It is a material term of this Contract that where Specified Personnel are identified in Schedule 1 (Statement of Requirements) the Services must be provided by them in their designated roles for the Term of the Contract. If any of them are unable to do so for a period of more than ten (10) Business Days the Contractor must not remove or replace them, but must notify DFAT in accordance with Clause 22 (Notices) and seek DFAT's approval for proposed replacement personnel within ten (10) Business Days and at no additional cost to DFAT. Such approval will not be unreasonably withheld by DFAT.
- 35.2. The Contractor must advise DFAT promptly in writing of any change in the circumstances of any Specified Personnel that would reasonably be considered likely to affect DFAT's assessment of the person under the Contract. In the event DFAT directs the Contractor to remove any Personnel as a result of notification under this Clause, the Contractor must identify replacement personnel within ten (10) Business Days.
- 35.3. The Contractor must only propose replacement personnel with suitable skills and qualifications to act as replacement Specified Personnel and able to commence providing the Services under the Contract immediately.
- 35.4. DFAT may give notice to the Contractor in accordance with Clause 22 (Notices) requiring the Contractor to remove any Personnel from work in respect of the provision of the Services and propose new Personnel in accordance with Clauses 35.1 and 35.2 above.
- 35.5. The Contractor must not engage a currently serving Commonwealth employee in any capacity in connection with the Services without DFAT's

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prior written approval.

- 35.6. The Contractor must not engage a Former DFAT Employee in any capacity in connection with the Services unless DFAT has approved the engagement.
- 35.7. When engaging Personnel for work in a Partner Country, the Contractor will ensure they are certified as fit and healthy by a legally qualified medical practitioner to work in the Partner Country, and have received the necessary medical advice and Ebola training, including that on vaccinations, the use of personal protective equipment and other preventive medical assistance allowing them to undertake work in-country in a safe manner.
- 35.8. The Contractor shall not permit Personnel to provide Services in country unless the Personnel have had and successfully passed all Ebola and medical related training.

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## 36. SUBCONTRACTING

- 36.1. The Contractor may not sub-contract the provision of the whole of the Services and must not enter into a subcontract relating to the provision of the Services with a person who is or an entity which is listed on a World Bank List or a Relevant List.
- 36.2. Not Used.
- 36.3. Not Used.
- 36.4. If the Contractor subcontracts its performance of any part of this Contract, the Contractor will remain liable for the acts, defaults and omissions of the subcontractor as if they were the Contractor's acts, defaults and omissions.
- 36.5. Any subcontract entered into by the Contractor for the performance of any part of this Contract must contain clauses:
  - (a) that authorise the Commonwealth to publish details of the name of the subcontractor and the nature of the Services that the subcontractor is subcontracted to perform; and
  - (b) under which the subcontractor assumes all the Contractor's obligations (including all obligations under Australian Law and development policies), and gives all the warranties the Contractor gives, under this Contract to the extent they are relevant to the Services the subcontractor is subcontracted to perform.

## PART 4 – RECORDS, AUDIT AND REPORTS

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### 37. RECORDKEEPING

- 37.1. The Contractor must ensure that it and its Personnel at all times to the satisfaction of DFAT:



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- (a) keep accurate and up-to-date accounts and records relating to the performance of its obligations under this Contract (including receipts and expenses) in a manner that enables them to be conveniently and properly audited;
  - (b) record all operational activities in relation to the provision of the Services, including to enable the prevention, detection and investigation of Fraud as required by Clause 25 (Fraud);
  - (c) keep accurate and up-to-date accounts and records which contain details of the disposition of Supplies as agreed to by DFAT, such as replacement, write-off or transfer to the Partner Country;
  - (d) comply with any standards prescribed by DFAT from time to time for the creation, care, access, storage, preservation and return or legal destruction of its accounts and records (including Contract Material) and any DFAT material;
  - (e) provide all reasonable assistance requested by DFAT for any administrative or statutory review concerning this Contract; and
  - (f) retain copies of all accounts and records for a period of seven (7) years after termination or expiration of this Contract or completion of any legal action arising out of or in connection with this Contract, whichever occurs later.
- 37.2. DFAT retains legal ownership of all records created for the provision of the Services by the Contractor. Upon termination or completion of this Contract, the Contractor must transfer all records created and maintained for Services provided by the Contractor under this Contract to DFAT in a format and manner which allows the records to be quickly and easily retrieved, reviewed and utilised by DFAT.
- 37.3. The Contractor must store, dispose of, and/or transfer, custody or the ownership of any Commonwealth records in accordance with standards issued under the Archives Act 1983 (Cth) and/or any specific instructions provided from time to time by the Australian Government through the NAA.
- 37.4. The Contractor must comply with any direction given by DFAT for the purpose of transferring Commonwealth records to the possession, custody or control of the NAA or providing the NAA with full and free access to those records.
- 37.5. The Contractor must maintain up to date records of the names of all sub-contractors engaged by the Contractor to perform part of the Services.
- 37.6. The Contractor may keep one (1) copy of all records created during the course of the provision of the Services for legitimate risk management and audit purposes.

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### 38. ACCESS TO PREMISES AND RECORDS



- 38.1. The Contractor must:
- (a) produce records, books and accounts for inspection by DFAT immediately upon request (including where entering into a subcontract) at the same time or within ten (10) Business Days of execution of the sub-contract by the Contractor;
  - (b) permit each of DFAT, the Commonwealth Auditor-General and the Privacy Commissioner as appropriate at reasonable times and on reasonable notice, through their officers, agents or advisers authorised on their behalf, to:
  - (c) access the Contractor's premises;
  - (d) examine, inspect, audit and copy any accounts and records relating to this Contract or the Services;
  - (e) provide all necessary facilities for this purpose; and
  - (f) in the case of documents or records stored on a medium other than in writing, make available to DFAT on request reasonable facilities necessary to enable a legible reproduction to be created.
- 38.2. In the exercise of the rights under this Clause 38, DFAT must use reasonable endeavours not to unreasonably interfere with the Contractor's performance under the Contract in any material respect.

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#### 39. AUDIT

- 39.1. DFAT has the inspection and audit rights described in Clause 38 (Access to Premises and Records) and this Clause 39 and subject to these provisions, each Party is to bear its own costs in relation to any audit.
- 39.2. Upon giving the Contractor reasonable notice, DFAT or a representative of DFAT may conduct audits relevant to the performance and/or compliance by the Contractor with any of its obligations under the Contract, including audits of the Contractor's relevant:
- (a) operational practices and procedures;
  - (b) training processes and procedures;
  - (c) security processes and procedures;
  - (d) work health safety;
  - (e) evacuation and medical evacuation practices and procedures;
  - (f) post deployment management;
  - (g) project and financial management governance;
  - (h) oversight practices and procedures;
  - (i) invoices and reports;
  - (j) Material (including records, books and accounts) in the possession of the Contractor; and/or
  - (k) other matters determined by DFAT to be relevant to the performance of the Contractor's obligations under the Contract.

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- 39.3. Where DFAT has reasonable concerns regarding the Contractor's financial management systems, DFAT must provide the Contractor with written notification of those concerns outlining the action to be undertaken by the Contractor. These actions include:
- (a) a request that the Contractor's Company Director provide a Statutory Declaration confirming that he/she has sighted the necessary supporting documentation and confirms the veracity of the claim for payment;
  - (b) the Contractor providing DFAT with additional documentation to support the claim for payment; and/or
  - (c) a direction that the Contractor engage an independent, suitable organisation to undertake an audit of those financial management systems, including its invoicing procedures and practices, with a copy of the audit report to be provided to DFAT.
- 39.4. The Contractor must respond to any notice received under Clause 39.3 above within fourteen (14) Business days.
- 39.5. DFAT reserves the right, at any time to direct the Contractor engage an independent audit firm and to provide DFAT with a copy of the audit report from the independent auditor.
- 39.6. If DFAT directs the Contractor to undertake an independent audit it must do so at the Contractor's cost, and the Contractor must comply with any directions given by DFAT regarding terms of reference or required auditing standards.
- 39.7. Where a direction has been made under Clause 39.6 above, DFAT will not make any further payments owed to the Contractor pending certification of the reliability of the Contractor's financial management systems and the veracity of the invoicing procedures and practices.
- 39.8. This Clause 39 applies for the term of this Contract and for a period of seven (7) years from the date of its expiration or termination.
- 39.9. The requirement for access and participation in audits does not in any way reduce the Contractor's responsibility to perform its obligations in accordance with this Contract.

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#### 40. REPORTS

- 40.1. The Contractor must provide DFAT, and if applicable other Commonwealth agencies, at its own cost, the reports described in Schedule 1 (Statement of Requirements).
- 40.2. The Contractor must at its own cost comply with DFAT's reasonable directions as to the form and content of reports or other written information required under this Contract. DFAT must give the Contractor at least two (2) weeks notice of a change in the requirements for reports, unless otherwise agreed with the Contractor.
- 40.3. DFAT may reject and withhold payment of Fees for any report which does not, in the opinion of DFAT, meet the requirements or standards outlined in the Contract until the Contractor rectifies the report.



## PART 5- PAYMENT AND TAX

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### 41. INVOICING

- 41.1. The Contractor must invoice DFAT for the provision of Services on a monthly basis, or as otherwise described in Schedule 2 (Pricing Schedule).
- 41.2. For the purposes of this Clause 41 (Invoicing) and Schedule 2 (Pricing Schedule), an invoice is correctly rendered if:
- (a) it is in the form of a valid Tax Invoice under the GST Act (or, where the supply of the Services is not a Taxable Supply, in the form of an invoice approved by DFAT);
  - (b) it is accompanied by supporting documentation in respect of the Services in the form, and containing the information, reasonably required by DFAT;
  - (c) it is correctly addressed to DFAT and is correctly calculated;
  - (d) it relates only to Services that have been delivered to DFAT in accordance with the Contract and does not include any services provided under the Mobilisation Agreement;
  - (e) Reimbursable Costs, and amounts owing to suppliers or sub-contractors have been paid before submission of the invoice to DFAT;
  - (f) the invoice details all Services provided by the Contractor against the Fees referred to in Schedule 2 (Pricing Schedule) and records the amount payable in respect of each category of Services described in the Contract;
  - (g) the Fees claimed in the invoice are inclusive of all costs, expenses, disbursements, levies and taxes and the actual costs and expenses incurred by the Contractor in providing the Services;
  - (h) it is in Australian dollars or converted into Australian dollars at the exchange rate incurred by the Contractor at the time of making the payment; and
  - (i) a company Director of the Contractor or authorised representative of the Contractor has certified that the invoice is accurate and represents the Services provided.
- 41.3. Not Used.
- 41.4. If an invoice is found to have been rendered incorrectly, any underpayment or overpayment shall be recoverable by or from the Contractor, as the case may be and, without limiting recourse to other available remedies may be offset against any amount subsequently due from DFAT to the Contractor.

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### 42. PAYMENT

- 42.1. Subject to this Contract, DFAT agrees to pay the Contractor the Fees and/or Reimbursable Costs for the provision of the Services in accordance with Schedule 2 (Pricing Schedule).



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- 42.2. For the avoidance of doubt, the Contractor shall not seek payment under this Contract of any amount whatsoever for personnel, services, costs or anything else provided or used by the Contractor in relation to the Mobilisation Agreement or which have been paid for under the Mobilisation Agreement, and no amount is payable by DFAT in relation thereto.
- 42.3. Without limiting Clause 45 (Taxes), the amounts payable under Schedule 2 (Pricing Schedule) are inclusive of all taxes and duties (excluding GST unless otherwise specified) payable in connection with the Services.
- 42.4. Subject to the Contract, DFAT must pay the Fees and Reimbursable Costs within 30 days of:
- (a) receipt of a correctly rendered invoice in accordance with Clause 41 (Invoicing); and
  - (b) DFAT's acceptance of the satisfactory completion of the Services as specified in Schedule 2 (Pricing Schedule).
- 42.5. DFAT will pay all amounts payable to the Contractor under this Contract into a bank account nominated by the Contractor. The Contractor must provide DFAT with the necessary bank account details as soon as possible following execution of this Contract.
- 42.6. Any requests by the Contractor to change the bank account for payments under this Contract must be provided to DFAT with 30 Business Days written notice.
- 42.7. If Clause 42.6 above is not complied with, DFAT will not be responsible for any costs incurred by the Contractor as a result of the change including bank charges or exchange rate variances.
- 42.8. If the Contractor does not have an Australian Business Number ('ABN'), DFAT will be required to hold a prescribed proportion of the amount payable to the Contractor under the Contract, unless the exceptions under Division 12 of the PAYG legislation apply.
- 42.9. The Contractor must not charge or seek any payment from any patient in relation to any Supplies or Services.

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**43. PAYMENT NOT AN ADMISSION OF LIABILITY**

- 43.1. A payment by DFAT to the Contractor is not an admission of liability. If DFAT makes a payment and subsequently learns that performance specifications have not been met or that, on review, the amount is greater than the amount payable under the Contract, the payment shall be deemed an overpayment and recoverable from the Contractor.
- 43.2. Any overpayment may be offset against any amount subsequently due to the Contractor or may be recovered in Court as a debt due and payable to DFAT by the Contractor.
- 43.3. Where DFAT deducts the amount of a debt or payment in accordance with Clause 43.2 above, it must advise the Contractor in writing that it has done so.

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#### 44. DISPUTED INVOICES

- 44.1. DFAT need not pay an amount to the Contractor that is disputed in good faith by DFAT until the dispute is resolved.
- 44.2. If DFAT considers in good faith that an invoice exceeds the amount properly payable to the Contractor, DFAT must:
  - (a) notify the Contractor of the amount in dispute within ten (10) Business Days after receipt of the invoice; and
  - (b) pay the balance of the invoice in accordance with Clause 42 (Payment).
- 44.3. The Contractor must continue to comply with its obligations under this Contract, notwithstanding that there is a disputed invoice.

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#### 45. TAXES

- 45.1. Unless otherwise indicated, the amount payable under the Contract for each supply of Services under this Contract as listed in Schedule 2 (Pricing Schedule) is the value of that supply plus any GST imposed under the GST Act. Payment by DFAT to the Contractor of the GST shall be subject to the Contractor providing DFAT with a valid Tax Invoice issued in accordance with the relevant provisions of the GST Act and regulations.
- 45.2. The total amount of GST payable by the Contractor, and for which the Contractor seeks payment from DFAT in respect of the supply shall be shown as a separate item on the Contractor's Tax Invoice.
- 45.3. If the additional amount under Clause 45.2 above differs from the amount of GST payable by the Contractor, the additional amount must be adjusted between the Parties.
- 45.4. If a Party is entitled to be reimbursed or indemnified under this Contract, the amount to be reimbursed or indemnified does not include any amount attributable to GST which the Party is entitled to claim back by way of an input tax credit or otherwise.
- 45.5. Except as provided by this Clause 45, all taxes, duties and charges imposed or levied in Australia or in the Partner Country in connection with:
  - (a) the performance of this Contract (including any sub-contracts entered into for the performance of the Services and the obtaining of any approvals, consents or authorisations); and
  - (b) the sale, purchase, lease, assignment, licence or transfer of any property under this Contractshall be borne by the Contractor or its sub-contractor(s) as the case requires.
- 45.6. If a Changed Tax occurs which affects the cost to the Contractor of providing the Services, the Contractor must give DFAT:
  - (a) written notice of the increase, decrease or removal;



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- (b) written notice of the net effect of the Changed Tax on the cost of supplying the Services; and
- (c) in the case of a decrease or a removal, any supporting evidence of the change and an explanation of its effect on the Management Fees, as soon as practicable after the change in the Changed Tax is announced or the Contractor becomes aware of the increase, decrease or removal. The parties will then negotiate in good faith a variation to the Contract to reflect the change.

## **PART 6- REMEDIES, DISPUTES AND TERMINATION**

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### **46. REMEDIES**

- 46.1. The Contractor must remedy at its own cost:
  - (a) any failure to comply with the requirements of this Contract as soon as practicable after becoming aware of the failure; and
  - (b) Not Used.
- 46.2. If the Contractor fails to rectify an error or a defect under Clause 46.1 above within ten (10) Business days after notification by the DFAT Representative, DFAT may, without limiting the Contractor's warranties and obligations under this Clause 46, perform or have performed the necessary remedial work at the expense of the Contractor, and may recover such expense as a debt due to DFAT payable by the Contractor on demand.

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### **47. DISPUTE RESOLUTION**

- 47.1. If a dispute arises under this Contract, prior to commencing any arbitration or court proceedings -other than for interlocutory relief or where an authority of the Commonwealth, a state or Territory is investigating a breach or suspected breach of the law by the Contractor, or DFAT is exercising a right to terminate – the Parties must act in good faith and use their reasonable endeavours to resolve the dispute as follows:
  - (a) the Party claiming that there is a dispute must give the other a written notice in accordance with Clause 22 (Notices) setting out the nature of the dispute;
  - (b) within ten (10) Business Days following notice, attempt to resolve the dispute through direct negotiation between the Contractor Representative and the DFAT Representative;
  - (c) if still unresolved, refer the dispute to each Party's Escalation Representative as set out in the Contract Details, who must in good faith work to resolve the dispute within a further ten (10) Business Days or any other agreed period;
  - (d) if still unresolved, the Parties have thirty (30) Business Days from the receipt of the notice to reach a resolution or to agree that the dispute is to



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be submitted to mediation or conciliation rather than litigation or arbitration; and

- (e) if the dispute is not resolved in that time or there is no agreement to, or submission of the dispute to mediation or conciliation within a further thirty (30) Business Days, then either Party may commence legal proceedings.
- 47.2. Subject to Clause 42 (Payment), the Contractor and Personnel must continue to comply with its obligations under this Contract, notwithstanding that there is a dispute between the Parties, or that legal proceedings are pending or current.

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#### 48. EARLY NOTIFICATION

- 48.1. The Contractor must immediately notify DFAT if the Contractor (including Contractor Personnel) or a sub-contractor is:
- (a) listed on a World Bank List or on a Relevant List;
  - (b) subject to any proceedings or an informal process which could lead to listing on a World Bank List or listing on a Relevant List;
  - (c) temporarily suspended from tendering for World Bank contracts by the World Bank, pending the outcome of a sanctions process;
  - (d) temporarily suspended from tendering by a donor of development funding other than the World Bank; and/or
  - (e) the subject of an investigation (whether formal or informal) by the World Bank or another donor of development funding.
- 48.2. If the Contractor becomes aware of any issue that may affect its performance of the Contract and in particular its compliance with any of the following clauses: Clause 7 (Performance Standards), Clause 8 (Warranties and Risk), Clause 9 (Conflict of Interest), Clause 10 (Insurances), Clause 24 (Counter-terrorism), Clause 25 (Fraud), Clause 26 (Anti-Corruption), Clause 27 (Compliance with Laws and Policies), Clause 28 (Security), Clause 29 (WHS), Clause 30 (Confidentiality) or Clause 31 (Privacy) and Clause 36 (Sub-contracting), (including the use or disclosure of sensitive, personal or Confidential Information, or any security incident that arises), it must inform DFAT immediately.

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#### 49. TERMINATION FOR BREACH

- 49.1. DFAT may terminate this Contract by notice to the Contractor in accordance with Clause 22 (Notices), if the Contractor, in any of the following circumstances:
- (a) commits a material breach or breach which, in DFAT's opinion, is not capable of remedy;
  - (b) commits a breach capable of being remedied by the Contractor but the Contractor fails to remedy it within ten (10) Business days of receipt of a notice from DFAT specifying the breach;

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- (c) commits a Persistent Breach;
- (d) where the other Party is a company- if there is appointed or if steps are taken to appoint a liquidator, receiver, manager, controller or an administrator over the whole or any part of its affairs;
- (e) fails to notify DFAT under Clause 48 (Early Notification);
- (f) where the other Party has entered into this Contract in the capacity of trustee of a trust – if any event occurs or any action or step is (or is proposed to be) taken, which limits, restricts, or prevents it being indemnified out of the assets of that trust in respect of its obligations and liabilities under this Contract;
- (g) ceases to hold any licence, qualification, approval, authority or consent required for the Contractor to comply with its obligations under this Contract (except to the extent that this is outside the Contractor's reasonable control);
- (h) made a statement or included anything in its Proposal or any deliverables provided under the Mobilisation Agreement and DFAT is satisfied on reasonable grounds that the statement or content was materially inaccurate, incorrect or misleading or the failure to make a disclosure would, in DFAT's opinion not have led to the formation of this Contract;
- (i) is convicted of any offence during the Term of this Contract;
- (j) the Contractor, its Personnel or subcontractors are or become listed on a World Bank or Relevant List or are subject to an informal process that may lead to them becoming so listed; and/or
- (k) does not take appropriate steps to manage and resolve an allegation of child exploitation or abuse with respect to this Contract, including a failure to inform DFAT immediately of any allegation of child abuse or exploitation in accordance with DFAT's Child Protection Policy.

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## 50. TERMINATION FOR CONVENIENCE

- 50.1. DFAT has an unfettered discretion to, by giving notice to the Contractor in accordance with Clause 22 (Notices), terminate this Contract from the time specified in the notice.
- 50.2. If DFAT exercises its right in Clause 50.1 above, the Contractor must comply with directions given by DFAT, cease the performance of work and immediately do everything possible to mitigate its losses, and all other losses, costs and expenses in connection from, or arising out of termination.
- 50.3. If DFAT terminates this Contract under this Clause 50, DFAT will only be liable for:



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- (a) Fees and any Reimbursable Costs, as payable under Schedule 2 (Pricing Schedule) for Services provided before the effective date of termination on a pro-rata basis; and
  - (b) any reasonable, substantiated costs which in DFAT's opinion were properly incurred by the Contractor in respect of unavoidable expenses sustained or incurred or that are contractually committed by the Contractor on the Business Day notice is given, and that are directly attributable to the termination of this Contract (other than the cost of redundancies or the cost of terminating any subcontracts, and not including loss of profits or any other form of expectation loss).
- 50.4. Subject to this Contract, on expiry or termination:
- (a) the Parties are relieved from future performance of this Contract, without prejudice to any right of action that has accrued at the date of termination;
  - (b) all licences and authorisations granted to the Contractor by DFAT under this Contract terminate immediately; and
  - (c) the Contractor must provide DFAT with all reasonable assistance and information to assist DFAT in transitioning to DFAT's new provision of Services arrangements.
- 50.5. The Contractor's obligations under Clause 50.4 above include, at DFAT's request, continuing for a period of up to three (3) months to supply the Services to DFAT on the terms and conditions of this Contract until the time DFAT advises the Contractor that it is no longer required to do so. This clause does not apply during any period DFAT is in breach of an obligation to pay money under this Contract.
- 50.6. DFAT is not obliged to make any further payments to the Contractor except under Clause 50.4.

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## 51. REDUCTION OF SERVICES SCOPE

- 51.1. DFAT has an unfettered discretion to, by giving not less than 7 days notice to the Contractor in accordance with Clause 22 (Notices), to reduce the scope of the Services from the time specified in the notice.
- 51.2. If DFAT exercises its right in Clause 51.1 above, the Contractor must comply with directions given by DFAT, cease the performance of the applicable work and immediately do everything possible to mitigate its losses, and all other losses, costs and expenses in connection from, or arising out of the reduction of scope.
- 51.3. If DFAT reduces the scope of the Services under this Clause 51, DFAT will only be liable for:
  - (a) fees and any Reimbursable Costs, as payable under Schedule 2 (Pricing Schedule) for Services in respect of the Services which have been reduced provided before the effective date of the reduction of the scope of the Services; and



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- (b) any reasonable, substantiated costs which in DFAT's opinion were properly incurred by the Contractor in respect of unavoidable expenses sustained or incurred or that are contractually committed by the Contractor on the Business Day notice is given, and that are directly attributable to the reduction in the scope of the Services (other than the cost of redundancies or the cost of terminating any subcontracts, and not including loss of profits or any other form of expectation loss).
- 51.4. If DFAT gives a notice under Clause 51 to reduce the scope of the Services:
- (a) the Contractor shall cease performing the relevant scope of the Services (as notified by DFAT) on and from the date specified in the notice;
  - (b) the amount payable by DFAT under this Contract shall be reduced to reflect the reduction of the scope of the Services, and DFAT is under no obligation to pay more than that reduced amount; and
  - (c) the Parties shall negotiate in good faith an amendment to this Contract to reflect the reduction of the scope of the Services and reduced price, but if they are unable to agree within 14 days of a notice from a Party to the other making reference to this clause 51.4(c), the reduction to the amount payable shall be to an amount determined by DFAT, acting reasonably.

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## 52. SURVEY AND QUOTE

- 52.1. DFAT shall pay the Contractor for S&Q Services which have been approved by the DFAT Management Representative pursuant to Clause 52.4 in accordance with the approved quote and this Clause 52, but not exceeding the Not to Exceed Amount.
- 52.2. DFAT may request the Contractor to provide a quote for the provision of an S&Q Service.
- 52.3. The Contractor shall, as soon as possible and not later than 7 days after receiving a request for quote, provide DFAT with a quote in the form set out in Schedule 6 to this Contract using the applicable rates set out in Schedule 2 of this Contract.
- 52.4. If DFAT accepts the Contractor's quote, DFAT shall approve the quote by signing the S&Q Tasking Note and returning it to the Contractor.
- 52.5. If DFAT provides the Contractor with a signed S&Q Service Tasking Note:
- (a) the Contract will be deemed to have been amended to cover the provision of that S&Q Service in accordance with the Contract but subject to the modifications (if any) specified in the accepted quote;
  - (b) the Contractor must provide the S&Q Service in accordance with the approved quote and this Contract; and
  - (c) upon completion of the S&Q Service the Contractor may issue an invoice

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in accordance with Clause 41 for an amount that must not exceed the Not to Exceed Amount.

52.6. The Contractor acknowledges that:

- (a) DFAT has absolute discretion to decide whether, and if so when, to make a request for S&Q Services; and
- (b) DFAT has no obligation to reimburse the Contractor for its costs in quoting for S&Q Services, except to the extent (if any) that DFAT approves the reimbursement in advance in writing.

52.7. Only the DFAT Management Representative has the authority to request or approve an S&Q Service.

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### 53. FORCE MAJEURE

53.1. Despite any other provision of this Contract, if a Party is unable to perform or is delayed in performing an obligation under this Contract (other than an obligation to pay money), by reason of a Force Majeure Event, and notice has been given in accordance with Clause 53.2 below:

- (a) that obligation is suspended, but only so far and for so long as it is affected by the Force Majeure Event; and
- (b) the affected Party will not be responsible for any loss or expense suffered or incurred by any other Party as a result of, and to the extent that, the affected Party is unable to perform, or is delayed in performing, its obligations because of the Force Majeure Event.

53.2. A Party affected by a Force Majeure Event must give the other Party a written notice which:

- (a) sets out details of the Force Majeure Event (including the effect of the Event on the Contract and details of insurance available to mitigate damage if any);
- (b) estimates the likely period of time that the Party will not be able to perform, or the Party will be delayed in performing, its obligations; and
- (c) provides details of the action that it has taken, or proposes to take, to remedy the situation.

53.3. The Contractor must:

- (a) arrange a meeting with DFAT within 24 hours<sup>7</sup> of a notice given under Clause 53.2 above; and
- (b) take all reasonable steps to avoid, remove or limit the effects of the Force Majeure Event on its performance of the suspended obligations as quickly as possible and re-commence performing them soon as possible.



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#### 54. EXTENSION OF TIME

- 54.1. Not Used
- 54.2. Where in the Contractor's reasonable opinion there is likely to be a delay in the Contractor's discharging of an obligation under the Contract, including due to Clause 53 (Force Majeure), it must notify DFAT in accordance with Clause 53.2 or otherwise providing details of the delay and its likely impact on the performance of the Contract.
- 54.3. The Contractor must take all reasonable steps to mitigate the effects of any delay, use its best endeavours to continue to perform the obligations, and where necessary, make a request in writing to DFAT for an extension of time outlining the length of the extension which the Contractor considers reasonable in all the circumstances in the form of an Amendment Proposal in accordance with Clause 16 (Amendment).
- 54.3A The Contractor shall be entitled to an extension of time for the date for delivery of the Services under this Clause 54 only to the extent that the event giving rise to the claim:
- (a) delays the Contractor in the performance of its obligations under the Contract;
  - (b) is beyond the reasonable control of the Contractor; and
  - (c) is not provided for elsewhere in the Contract.
- 54.4. DFAT must give consideration to the Contractor's recommendations and request for an extension of time as soon as practicable after receiving the request in accordance with Clause 54.3 above and may grant approval subject to conditions.
- 54.5. If DFAT approves in writing a request by the Contractor for an extension of time under Clause 54.3 above, any resultant changes to the Contract must be documented in a "Deed of Amendment".
- 54.6. Even if the Contractor has not given notice under Clause 54.2 above, where DFAT considers that a delay has arisen, in whole or in part, because of an act or omission on the part of DFAT, its employees or agents, DFAT may, by notice in writing to the Contractor, extend the time for performance of the relevant obligation of the Contractor. DFAT is not obliged to exercise its discretion under this Clause 54.6 for the benefit of the Contractor.
- 54.7. Where a Force Majeure Event has occurred and the Contractor has been unable to perform its obligations for twenty one (21) days or more, DFAT may suspend the Contract, reduce the scope or terminate the Contract by notice in writing.
- 54.8. In the event of suspension, reduction in scope or termination of the Services or the Contract in accordance with this Clause 54, DFAT will be liable for Fees and Reimbursable Costs in accordance with:
- (a) Clause 50.3 (Termination for Convenience) for a termination; or



- (b) Clause 51.3 (Reduction of Services Scope) for a suspension or deletion.

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## 55. LIABILITY

- 55.1. If any Party to this Contract consists of more than one person then the liability of those persons in all respects under this Contract is a joint liability of all those persons and a separate liability of each of those persons.
- 55.2. Subject to any law to the contrary, DFAT, its employees, agents and advisors, disclaim all liability for any loss or damage suffered by any other person acting on any part of the information made available to the Contractor, in respect of the Project, whether or not the Loss arises in connection with any negligence, default or lack of care on the part of DFAT, its employees, agents or advisors.

## PART 7 -PROJECT SPECIFIC CONDITIONS

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### 56. HANDOVER

- 56.1. The Contractor must within two (2) months of the Commencement Date draft and provide to DFAT a copy of, a Handover Plan which includes all the functions to be performed to hand over Contract Material, Supplies, information, documents and other materials to the Partner Country or the Government of the United Kingdom, (or to DFAT where Services are provided in Australia) in a manner which ensures the Partner Country is able to benefit from the Project and in particular enables the Partner Country to manage ongoing maintenance requirements, as well as any other matters specified in Schedule 1.
- 56.2. The Contractor must make changes to the Handover Plan as reasonably requested by DFAT and update the Handover Plan as necessary during the Project but at least annually and two (2) months before the end of the Contract.
- 56.3. The Contractor must ensure that a finalised Handover Plan is provided to DFAT within seven (7) days of any early termination of the Project, or one month prior to the expected completion of the Project.
- 56.4. The Contractor must:
- (a) bear the loss or damage in respect of the Supplies until handover of Supplies to the relevant Partner Government or back to DFAT;
  - (b) establish and maintain a Register of Assets which shall record any non-consumable Supplies valued at AUD2,000 or more, which at a minimum contains the following information: reference identification number (which may be for example, a serial number, engine number or chassis number); description of the asset; date of procurement; cost; location; current status; and disposal or handover details; and
  - (c) submit to audit by or on behalf of DFAT its Register of Assets and

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- associated documentation such as import documents, invoices and warranties at any time and from time to time.
- 56.5. On termination of the Contract, the Contractor must provide all reasonable assistance and cooperation necessary to facilitate the provision of further maintenance by DFAT or an alternative Contractor. In particular the Contractor must:
- (a) deliver to DFAT or its nominee complete copies of all the Data and Contract Material, in a form and on a media approved by DFAT, and any other DFAT property including the Supplies;
  - (b) either destroy or deliver to DFAT all copies of DFAT Confidential Information as required by DFAT;
  - (c) if requested by DFAT, facilitate the assignment to DFAT, DFAT's nominee or to the Partner Country of sub-contracts relating to Supplies, including for licensing and support of information technology and any construction work maintenance;
  - (d) vacate the Project Office where this has been supplied by DFAT or the Partner Country; and
  - (e) co-operate with DFAT and, if requested, DFAT's nominee, and provide reasonable assistance relating to the transfer of any contracts to DFAT, its nominee or the Partner Country.

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## 57. COMPLIANCE WITH DFAT POLICIES

- 57.1. The Contractor and its Personnel will ensure it is compliant with all DFAT policies including:
- (a) the disability inclusive strategy: '*Development for All: Towards a Disability-Inclusive Australian Aid Program 2009 – 2014*' for the DFAT - Australian Aid Program, accessible on the DFAT website at: [http://aid.dfat.gov.au/Publications/Pages/8131\\_1629\\_9578\\_8310\\_297.aspx](http://aid.dfat.gov.au/Publications/Pages/8131_1629_9578_8310_297.aspx) Particular attention must be directed towards the Strategy's six (6) guiding principles;
  - (b) the child protection compliance standards in the '*Child Protection Policy*' for the DFAT - Australian Aid Program, accessible on the DFAT website at: [www.dfat.gov.au](http://www.dfat.gov.au);
  - (c) the '*Family Planning and the Aid Program: Guiding Principles*' (2009) for the DFAT - Australian Aid Program, accessible on the DFAT website at: [www.dfat.gov.au](http://www.dfat.gov.au) ;
  - (d) information accessibility requirements contained in the '*Guidelines for preparing accessible content*' (2012) for the DFAT - Australian Aid Program, accessible on the DFAT website at: [www.dfat.gov.au](http://www.dfat.gov.au) ;
  - (e) the '*Environment Management Guide for Australia's Aid Program*' (2012)



for the DFAT - Australian Aid Program and the *'DFAT Environment Protection Policy'* (2014), accessible on the DFAT website at: [www.dfat.gov.au](http://www.dfat.gov.au); and

- (f) *'Promoting Opportunities for All: Gender Equality and Women's Empowerment'* (November 2011), accessible on the DFAT website at: [www.dfat.gov.au](http://www.dfat.gov.au).

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## 58. GENDER EQUALITY

- 58.1. The Contractor must comply with its obligations, if any, to promote gender equality in the workplace under the Workplace Gender Equality Act 2012 (Cth) ('WGE Act')
- 58.2. If the Contractor becomes non-compliant with the WGE Act during the Term of the Contract, the Contractor must notify the DFAT Officer nominated in Clause 22 (Notices) and DFAT reserves the right to provide the Contractor with directions regarding compliance.
- 58.3. If the Term of the Contract exceeds eighteen (18) months, the Contractor must provide a current letter of compliance with the WGE Act within 18 months from the Contract Commencement Date and following this, annually, to the DFAT Officer nominated in Clause 22 (Notices).

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## 59. NOT USED

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## 60. PROCUREMENT

- 60.1. In procuring the goods for the purposes of providing the Services to DFAT (including establishing subcontracts), the Contractor must:
- (a) determine what Supplies are required for proper implementation of the Services and advise DFAT;
  - (b) keep DFAT informed of ongoing requirements for Supplies in connection with the Project;
  - (c) achieve value for money;
  - (d) maintain complete and accurate records documenting the procedures followed in procuring, and the particulars of Supplies;
  - (e) use its best endeavours to ensure Supplies are maintained including taking appropriate steps to ensure that manufacturers' warranties of Supplies are secured and warranty conditions followed;
  - (f) use its best endeavours to ensure Supplies are free from defects in design, material, manufacture or workmanship. The Contractor must replace defective Supplies under warranty provisions or at its own cost; and
  - (g) use the Supplies only for the purposes permitted under this Contract.



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## 61. PLANS

- 61.1. The Contractor shall at all times in respect of its Personnel comply with and effect the Plans set out in Schedule 7 as amended from time to time.

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## 62. POST DEPLOYMENT MANAGEMENT

- 62.1. The Contractor shall use reasonable endeavours to ensure that all Personnel:
- (a) comply with the Post Deployment Plan;
  - (b) who have been to Sierra Leone or an Ebola affected country comply with appropriate post deployment arrangements;
  - (c) in respect of Personnel returning to Australia, comply with the Department of Health Series of National Guidelines Ebola Virus Disease, as amended from time to time; and
  - (d) In respect of personnel returning to New Zealand, comply with Ministry of Health, Protocol for individuals entering New Zealand after assisting in the Ebola response in affected countries, as amended from time to time.

# SCHEDULE 1—Statement of Requirements

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## 1. BACKGROUND

- 1.1. The Government of Australia represented by the Department of Foreign Affairs and Trade has engaged the Contractor to implement the management, operation and maintenance of an Ebola Treatment Centre (ETC) in Sierra Leone.
- 1.2. The outcome of the program is to save lives and reduce suffering through the establishment of a well-functioning ETC at Hastings Airfield for the general population, including children.
- 1.3. The Contractor is to supply a fully functional medical team and support staff to manage and operate the ETC. This includes both clinical and non-clinical management.
- 1.4. The Contractor's ETC Personnel must have been trained and deemed competent through appropriate training courses that would prepare them adequately for working in an ETC. Current best practice for Highly Infective Disease training includes a theoretical course, to be followed by a combination of simulated, onsite training and supervised on-the-job training and competency assessment within an existing functioning ETC.
- 1.5. The Contractor must manage, operate and maintain the ETC including both clinical management and non-clinical management. The ETC will initially have capacity to treat 5 patients and will scale up to full capacity of 100 beds in accordance with the plans listed in Schedule 7.
- 1.6. The Contractor must ensure coordination of the ETC management with the Government of Sierra Leone's Ministry of Health Services (MOHS) and Government of the United Kingdom funded ETCs to ensure an overall harmonisation of the response.

## 2. REQUIREMENTS

- 2.1. The Contractor must manage, operate and maintain the Hastings Airfield ETC including providing DFAT with the following services in accordance with the Contract:
  - (a) Acceptance of the hand-over of the ETC from the United Kingdom and ensuring the facility is fit-for-purpose before such handover;
  - (b) Commencement of ETC services at the Hastings Airfield ETC on 14 December, subject to approval by DFAT of the Readiness to commence service delivery report and the Standard Operating Procedures report;
  - (c) Cessation of clinical services at the Hastings ETC on 30 June 2015;
  - (d) Handover of the ETC and all consumables to the Government of the United Kingdom or Government of Sierra Leone on cessation of the clinical services;



Clinical management of the ETC

- (e) Clinical management of the ETC in accordance with World Health Organisation (WHO) and Médecins Sans Frontières (MSF) guidelines and the Standard Operating Procedures report submitted by the Contractor and approved by DFAT as amended from time to time (see deliverables under Section 3).
- (f) The Clinical Management of the ETC is to focus on three different risk zones. High Risk, Low Risk and Very Low Risk.
- (g) Main activities within the High Risk Zone are to include patient flow management, EVD case management for “suspected”, “probable” and “confirmed” cases noting the requirement for segregation between the three, preparation for burial of the deceased, and disposal of contaminated waste. Case definitions will be according to WHO guidelines.
- (h) Other clinical activities are to include the implementation of processes and systems for the following stages
  - i. triage;
  - ii. admission and clinical management; and
  - iii. discharge or dignified and safe management of deceased patients.
- (i) Triage systems are to be implemented to ensure efficient identification and isolation of both suspect and probable patients as they present to the ETC. All patients are to be screened at a triage point. Triage assessment for each patient is to include:
  - i. Completion of a Triage Form; and
  - ii. Temperature check.
- (j) Triage systems are to include process for managing ambulatory and stretcher borne patients. All Triage Forms are to be filled and stored.
- (k) The Contractor in consultation with the United Kingdom Department for International Development (DFID), the Sierra Leone Ministry of Health and Sanitation (MOHS) and the local community, is to establish arrangements for referrals and admissions to the ETC from the community and other health facilities.
- (l) Admission into the ETC is to be available 24/7 and a medical file must be created for each patient. Each medical file is to contain:
  - i. medical admission;
  - ii. epidemiological form;
  - iii. observation sheet; and
  - iv. treatment sheet.
- (m) All patient records at the completion of the operation or when requested will be handed over to the appropriate authorities in Sierra Leone.
- (n) Contractor’s admission systems are to include processes for admitting patients under three main categories:
  - i. self-presentation at the ETC;
  - ii. community referral; and



- iii. intra-health care facility referral including ambulance presentations;
- (o) The Contractor must provide a plan (see deliverables under Section 3), which will form part of the Standard Operating Procedures, for managing the treatment of vulnerable groups who present for treatment such as unaccompanied minors, and people with a disability
- (p) The Contractor will be reliant on the broader Sierra Leone diagnostics capacity run and supported by the United Kingdom. Diagnostic laboratory testing must be conducted as soon as possible at an appropriate laboratory. Samples are only to be taken for diagnostic purposes where clinically indicated. Negative results from samples taken within 3 days of the initial onset of symptoms are to be repeated 3 days post the initial onset of symptoms to ensure accuracy. Patients testing positive are to be transferred to the confirmed patient area.
- (q) EVD Case Management is to be delivered in accordance with the MSF Filovirus Haemorrhagic Fever Guideline (2008) or WHO Clinical Management of patients with viral Haemorrhagic Fever (2014) (as amended or updated from time to time) and will include:
  - i. triage;
  - ii. re-hydration;
  - iii. symptomatic care;
  - iv. presumptive treatment;
  - v. supplementation;
  - vi. nutritional support; and
  - vii. psychological support.
- (r) Discharge process and protocols from the ETC are to be implemented. Criteria for discharge are to be established; these are to include:
  - i. confirmation through lab results of a negative Polymerase Chain Reaction;
  - ii. Doctor's written recommendation;
  - iii. 72 hours without fever or significant symptoms;
  - iv. improvement in clinical condition; and
  - v. patient's ability to self-care.
- (s) Processes for the safe, culturally appropriate and respectful management of the deceased (see deliverables under Section 3) are to be included in the Standard Operating Procedures and implemented. In the event of a death within the ETC, the appropriately trained teams are to be identified and activated to ensure disinfection of the body and the area occurs as soon as possible. The deceased is to be placed in a body-bag and transported to the Mortuary.
- (t) The Contractor must take all reasonable steps to ensure that the deceased are buried as soon as possible while maintaining community engagement and ensuring cultural sensitivities.
- (u) The main clinical activities in the Low Risk Zone are to include the maintenance of a small pharmaceutical and consumables storage, chlorine preparation, maintenance of sprayers and other re-usable equipment

- (v) The main clinical activities in the Very Low Risk Zone are to include psychological services and debriefing capabilities for staff and families, as documented in the Standard Operating Procedures.
- (w) Other clinical related requirements include:
  - i. maintain data and provide epidemiological surveillance reports as part of weekly operational reporting (see “deliverables” at Section 3) to meet WHO, Sierra Leone, UK and Australian Government reporting requirements. Each report is to provide detail including:
    - a. facility name;
    - b. number of admissions, discharges and deaths;
    - c. demographics including gender and age breakdown;
    - d. number of suspected, probable and confirmed EVD cases;
    - e. adverse events; and
    - f. any health workers contracting EVD or other illness.
  - ii. liaise and link with local laboratory providers to implement and maintain processes for pathology specimen control including record keeping, results follow up, logistics & safe transport of samples.
  - iii. implement and maintain an inventory management system to manage minimum stock holdings, monitor PPE, pharmaceutical and medical consumable usage.
  - iv. compliance with strict infection prevention and control (IPC) procedures as set out in the Standard Operating Procedures. The contractor must also take in account the need to conduct ongoing indoctrination training for new staff as there will be constant attrition and turnover through rotation of staff.
  - v. developing and maintaining a process of continual quality assurance in regards to safe use of PPE and disposal/management of hazardous waste (see deliverables under Section 3).

Non-clinical management of the ETC

- (x) Non clinical management of the ETC in accordance with WHO and MSF guidelines (as amended or updated from time to time) and the Standard Operating Procedures report submitted by the Contractor and approved by DFAT, as amended from time to time.
- (y) The Contractor will take on sole responsibility for the safe and secure operation of the ETC. The Contractor must determine the most appropriate governance structure for the site linking in and working with established and approved subcontractors to provide the following services.
  - i. Operations and Maintenance which includes:
    - a. Facilities and vehicle maintenance including generators;
    - b. Procurement of spare parts for the effective maintenance of site infrastructure; and
    - c. Waste Management – Maintain and operate on-site incinerator. (Incinerator operators will not handle hazardous waste). If the site includes a septic tank, ensure proper pumping and disposal once a



- necessary level of waste has been reached. Collect and dispose of all non-hazardous waste in the low risk zone and transport off-site to an approved waste facility or incinerator at least twice per day.
- d. Sanitation - Maintain proper site drainage. Ensure cleanliness of the ETC utilizing appropriate chlorination levels. General site clean-up;
- e. water, power and ETC auxiliary services such as medical laundry will be maintained with back-up services to ensure the site is operating 24/7; and
- f. victualling for staff and patients.
- ii. Support services which includes:
  - a. human resource management including payroll;
  - b. staff movements including international and domestic travel;
  - c. staff accommodation;
  - d. office support ;
  - e. victualling for staff; and
  - f. ground transport.
- iii. Non-clinical management support functions including:
  - a. administrative;
  - b. financial;
  - c. logistical operations – including supply chain, maintenance and staff travel;
  - d. communications;
  - e. site access and control; and
  - f. security risk management for personnel, equipment and property.

#### Other services

- (z) Provision of qualified and experienced clinical and non-clinical staffing. Efforts should be made to recruit staff across all craft groups from the local community to promote capacity building. Craft-groups and numbers are to align with the scaling-up plan and include:
  - i. Nurses or Paramedics;
  - ii. Hygienists or Nurses Aids;
  - iii. Doctors;
  - iv. Psychologists and social workers;
  - v. Logistics supervisors;
  - vi. Water and sanitation staff;
  - vii. Power and fuel management;
  - viii. Camp Waste team;



- ix. Sprayers and Clean-up Crews;
  - x. Cooks;
  - xi. Laundry and Cleaning staff;
  - xii. Security guards; and
  - xiii. Drivers.
- (aa) The Contractor must ensure security within the perimeter of the ETC.
- (bb) Ensure that the selection and recruitment of New Zealand personnel is consistent with the process as outlined in Annex 1 of the Recruitment and Training Plan approved by DFAT under the Mobilisation Agreement, as amended from time to time (see deliverables under Section 3).
- (cc) The Contractor must inform DFAT as soon as practicable of any material issue which relates to the behaviour, health or safety of its Personnel or which could adversely affect the reputation of the Australian or New Zealand Governments
- (dd) Ongoing collaboration and liaison with DFID, noting:
- i. DFID will provide all the necessary infrastructure and medical fitout (an indicative list of consumables and PPE is at Annex A to this Schedule 1) required for a 100 bed ETC to be fully operational by 14 December 2014, except those specified under sub-paragraph vi below, by means of a central procurement and logistics service/supply line.
  - ii. DFID will also provide the medical consumables and PPE needed to operate a 100 bed ETC for three months by 14 December 2014 ("pull" system to partner from warehouse, see sub-para v below).
  - iii. DFAT will work with DFID to facilitate connection by the Contractor to any existing or future logistics pipeline that will facilitate the restocking of the ETC.
  - iv. the Contractor must develop an alternative logistical supply chain to ensure ongoing operation of the ETC after the initial three-month period. After the initial three month period, the Contractor must ensure uninterrupted supply chains of PPE and other medical supplies (in accordance with the indicative list of consumables and PPE at Annex A to this Schedule 1) through their own mechanisms or in coordination with appropriate entities (WHO, UNICEF) to ensure treatment.
  - v. For set-up and re-supply items, DFID will arrange for delivery of the supplies to the World Food Programme warehouse nearest the ETC. The Contractor will be responsible for pre-notification of demands, collection and onward movement of supplies from here to the ETC.
  - vi. Exceptions to what will be provided through the DFID supply line, and which must be separately sourced by the Contractor, include:
    - a. facilities management, equipment and supplies. This will include the management, maintenance and operation of the electricity and water supply systems, fuel, waste management including incinerators and other facilities and equipment, site maintenance and cleaning, site security, patient feeding, transport, accommodation and subsistence

- for all personnel working at the ETC and any other services that may be necessary for the smooth operation of the ETC;
- b. on-site management, ordering and control of all operational supplies and consumables for the ETC; and
  - c. kitchen fitout.
- vii. PPE procured by the Contractor must meet Government of Sierra Leone, UK National Health Service and UK Ministry of Defence standards. The UK is procuring the micro-guard overall, micro-guard (MSF) hood, surgical mask, goggles, NHS style plastic apron and boots. DFID cannot guarantee procurement of other PPE types. Where there is uncertainty, the MSF guidelines for PPE must be followed.
  - viii. The Contractor must maintain a minimum stock holding of 2 weeks' supply of all PPE and medical consumables to service the operational requirement of the ETC.
  - ix. The equipment and medical consumables procured by the Contractor or DFID on behalf of the Contractor will be exclusively for use in the delivery of treatment and care in the ETC.
- (ee) Training: The medical team and support staff must have been trained through approved training courses to ensure proper EVD case management, psychosocial support and optimal infection prevention and control (IPC) procedures are established and followed. Current best practice Highly Infective Disease training include a theoretical course, to be followed by a combination of simulated and on-the-job training and competency assessment within an existing functional ETC. This must follow the Recruitment and Training Plan approved by DFAT.
- (ff) Implementation of the Recruitment and Training Plan, approved by DFAT under the Mobilisation Agreement and as amended from time to time (see deliverables under Section 3)
- (gg) Implementation of the implementation plan for service delivery, as articulated as part of the Mobilisation Services and approved by DFAT under the Mobilisation Agreement. Updates to the implementation plan are to reflect key decision points.
- (hh) A scaling-up strategy and plan including decision points and criteria (see "deliverables" under Section 3). Recommendations on scaling-up or scaling-down will be made by the Contractor in the weekly service delivery report. Decisions on whether to implement these recommendations will be made by DFAT with subsequent directions given by DFAT to the Contractor in accordance with Clause 6.2 of the Contract.
- (ii) An exit strategy (see "deliverables" under Section 3) including scaling-down decision points and criteria.
- (jj) Implementation of the safety and security plan, as approved by DFAT under the Mobilisation Agreement, including any updates. Provide decompression and post deployment management arrangements for African and expatriate staff post-deployment.
- (kk) Prepare and implement a monitoring and evaluation framework (see "deliverables" under Section 3) including a program goal(s); end of program



expected outcomes (including number of direct beneficiaries), and performance information and monitoring indicators.

- (ll) As part of weekly operational reports, provide regular reporting against a set of relevant common indicators (refer clause 2.1w(i) and Section 3 of this Schedule 1), e.g number of operational beds, number of persons triaged by gender and age, staff patient ratios, staff training numbers.
- (mm) Implement the Services in accordance with the plans listed in Schedule 7, as approved by DFAT and amended from time to time, with changes summarised in the weekly service delivery report.

#### Operational communications

- (nn) The Contractor must report to the National Ebola Response Centre (NERC) of Sierra Leone in line with national requirements.
- (oo) The Contractor must also provide operational updates, as requested and in line with the operators of other UK-constructed ETCs, to DFID Freetown. These operational updates may be shared with the Government of Sierra Leone to inform its leadership of the national response to the Ebola crisis.
- (pp) The Contractor must make the ETC and details of its operation accessible to relevant clinical oversight, including from the WHO and UK Med, as requested, so as to assure consistent standards. Providers of clinical oversight will use their best endeavours to provide adequate notice of a request of access to the Contractor.
- (qq) The Contractor will, as a minimum, provide weekly personnel updates to the Joint Interagency Task Force (JIATF) for those that fall within the UK Defence Role 2 Medical Rules of Eligibility.

### **3. CONTRACT DELIVERABLES**

- 3.1. During the Term of the Contract, the Contractor must provide DFAT with the following Contract deliverables as set out in **Table 1** (Deliverables) below

**Table 1: Deliverables**

<b>Deliverable number</b>	<b>Deliverable Description</b>	<b>Key Components</b>	<b>Due Date</b>
1	Weekly operational report	<ul style="list-style-type: none"> <li>- ongoing update on key developments, decisions and issues as agreed between DFAT and the Contractor</li> <li>- updates to implementation plan schedule including any changes to post-deployment management arrangements</li> </ul>	Thursday afternoon Canberra time each week



Deliverable number	Deliverable Description	Key Components	Due Date
		<ul style="list-style-type: none"> <li>- Updates on security, work health and safety, risks</li> <li>- progress on relationships in-country</li> <li>- recruitment update including number of applicants at various stages of the recruitment process including their nationalities</li> <li>- summary of key risks and mitigation measures</li> <li>- clinical update including any changes to Standard Operating Procedures</li> <li>- summary of any proposed changes to key documents</li> <li>- reporting on personnel and their welfare including with specific reference to New Zealand personnel</li> <li>- reporting on any media or communications events or issues</li> </ul>	
1b	Weekly epidemiological surveillance report as per WHO, Sierra Leone, UK and Australian Government	Including: <ul style="list-style-type: none"> <li>• Facility name</li> <li>• Number of admissions, discharges and</li> </ul>	

Deliverable number	Deliverable Description	Key Components	Due Date
	requirements	<p>deaths</p> <ul style="list-style-type: none"> <li>• Demographics including gender and age breakdown</li> <li>• Number of suspected, probable and confirmed EVD cases</li> <li>• Adverse events</li> <li>• Any Health workers contracting EVD or other illnesses</li> <li>• Number of operational beds</li> <li>• Staff/patient ratios</li> </ul>	
2	Final readiness to commence service delivery report		9 December 2014
3	Site inspection and building report including assessment of site and building as per WHO and MSF guidelines and any ongoing service and maintenance requirements		Site inspection report 48 hours prior to handover
4	Updated Standard Operating Procedures		Updated SOPs must be provided fortnightly commencing 12 December 2014
5	Plan for managing the treatment of vulnerable groups e.g		12 December 2015

Deliverable number	Deliverable Description	Key Components	Due Date
	unaccompanied minors, and people with a disability – to be included in the Standard Operating Procedures		
6	Documented processes for the safe, culturally appropriate and respectful management of the deceased – to be included in the Standard Operating Procedures		12 December 2015
7	Document continual quality assurance processes in regards to safe use of PPE and disposal/management of hazardous waste – to be included in the Standard Operating Procedures		12 December 2015
8	Updated Recruitment and Training Plan		Updated plan must be provided fortnightly commencing 12 December 2014
9	Scaling-up strategy	Decision points and criteria	2 weeks from admission of first patient
10	Phased exit strategy (to be discussed at mid-term review meeting on 31 March 2015)	Decision points and criteria	Draft by 15 March 2015 Final within 1 week of receiving DFAT comments on the draft
11	Handover Plan	Document handover procedures for handover of the ETC to UK or Sierra Leone	Draft by 15 May 2015 Final within 1 week of receiving DFAT comments on the



Deliverable number	Deliverable Description	Key Components	Due Date
			draft
12	Updated safety and security plan	<ul style="list-style-type: none"> <li>- contextual analysis</li> <li>- security threat assessment and analysis</li> <li>- vulnerability analysis</li> <li>- contingency planning for relevant emergency situations</li> <li>- risk mitigation measures, which should address specific needs based on the above analysis</li> </ul>	Updated plan must be provided fortnightly commencing 22 December 2014
13	Updated risk register		Updated risk registers must be provided fortnightly commencing 22 December 2014
14	Fraud control strategy and fraud risk assessment	In accordance with clause 25.2 of this Contract	Within 30 days of Commencement Date
15	Monitoring and Evaluation Framework	Program goal, expected outcomes, monitoring and performance indicators	15 January 2015

#### 4. MEETINGS

4.1. The Contractor must attend the following meetings with DFAT during the Term of the Contract:

**Table 2: Meetings**

Meeting type	Location	Date
Weekly operational progress meetings <ul style="list-style-type: none"> <li>- Update on implementation progress</li> <li>- Issues that need action</li> <li>- WHS</li> <li>- Contractor Performance</li> </ul>	Canberra	Friday morning Canberra time each week
Mid-term review meeting (including discussion on draft exit strategy)		31 March 2015
Project/ Program completion and Contractor Performance Assessment		30 May 2015

#### 5. SPECIFIED PERSONNEL

5.1. The Contractor must provide the following Specified Personnel in accordance with Clause 35 (Specified Personnel) in Part 3 of the Contract:

**Table 3: Specified Personnel**

Position	Name
In-Country Manager	XXX

Position	Name
Senior Medical Officer	XXX
Senior Environmental Health Officer	XXX
Operations Manager – West Africa – (Australian Based)	XXX

## 6. REPORTS

6.1. The Contractor must provide DFAT with the following reports by the date, in the format and number of copies indicated:

**Table 4: Reports**

Report Type	Indicative Content	Due Date	Format
Weekly operational report	<ul style="list-style-type: none"> <li>ongoing update on key developments, decisions and issues as agreed between DFAT and the Contractor</li> <li>updates to implementation plan schedule including any changes to post-deployment management arrangements</li> <li>Updates on security, work health and safety, risks</li> <li>progress on relationships in-country</li> <li>recruitment update including number of applicants at various stages of the recruitment process including</li> </ul>	Thursday afternoon Canberra time each week	Email to Assistant Secretary and Director, Ebola Taskforce



	<p>their nationalities</p> <ul style="list-style-type: none"> <li>• summary of key risks and mitigation measures</li> <li>• clinical update including any changes to Standard Operating Procedures</li> <li>• summary of any proposed changes to key documents</li> <li>• reporting on personnel and their welfare including with specific reference to New Zealand personnel</li> <li>• reporting on any media or communications events or issues</li> </ul>		
Weekly epidemiologic al surveillance report as per WHO, Sierra Leone, UK and Australian Government requirements	<p>Including:</p> <ul style="list-style-type: none"> <li>• Facility name</li> <li>• Number of admissions, discharges and deaths</li> <li>• Demographics including gender and age breakdown</li> <li>• Number of suspected, probable and confirmed EVD cases</li> <li>• Adverse events</li> <li>• Any Health workers contracting EVD or other illnesses</li> <li>• Number of operational beds</li> <li>• Staff/patient ratios</li> </ul>	Thursday afternoon Canberra time each week	Email to Assistant Secretary and Director, Ebola Taskforce
Final readiness to commence service delivery report		9 December 2014	Email to Assistant Secretary and Director, Ebola Taskforce
Updated Standard Operating Procedures (SOPs)		Updated SOPs must be provided fortnightly commencing	Email to Assistant Secretary and Director,

		12 December 2014	Ebola Taskforce
Site inspection and building report	<ul style="list-style-type: none"> <li>including assessment of site and building as per WHO and MSF guidelines and any ongoing service and maintenance requirements</li> </ul>	Site inspection report 48 hours prior to handover	Email to Assistant Secretary and Director, Ebola Taskforce
Scaling-up strategy	<ul style="list-style-type: none"> <li>Decision points and criteria</li> </ul>	2 weeks from admission of first patient	Email to Assistant Secretary and Director, Ebola Taskforce
Exit strategy	<ul style="list-style-type: none"> <li>Decision points and criteria</li> </ul>	<p>Draft no later than 15 March 2015</p> <p>Final within 1 week of receiving DFAT comments on the draft</p>	Email to Assistant Secretary and Director, Ebola Taskforce
Safety and Security Plan	<p>Updated safety and security plan</p> <ul style="list-style-type: none"> <li>Contextual Analysis,</li> <li>Threat Analysis,</li> <li>Vulnerability Analysis,</li> <li>Contingency planning for relevant emergency situations,</li> <li>Risk mitigation measures, which should address specific needs based on the above analysis</li> </ul>	Updated plan must be provided fortnightly commencing 22 December 2014	Email to Assistant Secretary and Director, Ebola Taskforce
Handover Plan	<ul style="list-style-type: none"> <li>Document handover procedures for handover of the ETC to UK or Sierra</li> </ul>	<p>15 May 2015</p> <p>Final within 1 week of</p>	Email to Assistant Secretary

	Leone	receiving DFAT comments on the draft	and Director, Ebola Taskforce
Monitoring and Evaluation Framework	<ul style="list-style-type: none"> <li>Program goal, expected outcomes, monitoring and performance indicators</li> </ul>	15 January 2015	Email to Assistant Secretary and Director, Ebola Taskforce
Monthly Progress Report	<p>The Monthly Progress report will:</p> <ul style="list-style-type: none"> <li>Outline achievements and challenges</li> <li>Provide a financial management update</li> <li>Report against key monitoring and performance indicators from the monitoring and evaluation plan</li> <li>Update on ETC Activities including epidemiological surveillance data</li> </ul>	The report must be provided to the DFAT Representative on the 15th of every month for the prior month.	Email to Assistant Secretary and Director, Ebola Taskforce
Project Completion Report		<p>Draft to be submitted to DFAT on 31 May 2015</p> <p>Final to be submitted within two weeks of receiving DFAT comments</p>	Email to Assistant Secretary and Director, Ebola Taskforce



6.2. If required by DFAT, the Contractor must facilitate third party monitoring of their activities and outcomes. This is in addition to monitoring and evaluation carried out by the Contractor in accordance with Clause 2.1(kk) of this Schedule 1.

6.3. All reports must:

- (a) be accurate and not misleading in any respect;
- (b) be prepared in accordance with directions provided by DFAT;
- (c) incorporate sufficient information to allow DFAT to monitor and assess the success of the Services in achieving DFAT's objectives;
- (d) comply with DFAT's *Guidelines for Preparing Accessible Content* (available from DFAT's website at: [www.dfat.gov.au](http://www.dfat.gov.au));
- (e) be provided in Microsoft Word format (or Microsoft Excel format for spread sheets) unless otherwise approved or requested by DFAT;
- (f) not incorporate either DFAT or the Contractor's logo;
- (g) be provided at the time specified in Table 4 (Reports) of this Schedule 1; and
- (h) be provided in accordance with the specification under Clause 40 (Reports) in Part 4 of the Contract.

## SCHEDULE 2 – PRICING SCHEDULE

---

### 1. TOTAL AMOUNT PAYABLE

- 1.1. The maximum amount payable by DFAT to the Contractor for the provision of the Services shall not exceed the sum of **AUD24,088,995.46** plus GST if any up to a maximum amount of **AUD244,883.21**. DFAT shall not be liable for any Costs or expenditure incurred by the Contractor in excess of this amount.
- 1.2. Subject to clause 1.3, the maximum amount payable is comprised of the following items:
  - (a) Management Fees not exceeding the sum of AUD XXX plus GST;
  - (b) Personnel Fees up to a maximum of AUD XXX plus GST;
  - (c) Personnel Support Costs up to a maximum of **AUD2,462,809.80** plus GST;
  - (d) Operational Costs up to a maximum of **AUD5,631,576.50** plus GST;
  - (e) S&Q Services Costs up to a maximum of **AUD512,343.99** plus GST; and
  - (f) Medical Supplies Costs up to a maximum of AUD XXX plus GST.
- 1.3. Subject to the parties executing a Deed of Amendment in accordance with Clause 16 of this Contract, the Contractor may transfer amounts between Personnel Fees, Personnel Support Costs and Operational Costs, provided that the maximum amount payable in total for those three categories of costs is not exceeded.

### 2. MANAGEMENT FEE

- 2.1. The maximum amount payable to the Contractor in Management Fees shall not exceed the sum of **AUD XXX** plus GST.
- 2.2. The Management Fee is comprised of the following:
  - (a) profits, including commercial margins and mark-up for personnel and project management;
  - (b) financial management costs; including the cost of financial charges, audit fees, cost of funds and finance staff;
  - (c) costs of Contractor administrative and head office staff if any;
  - (d) insurance costs as required by this Contract, but exclusive of medical insurance costs for Personnel which are reimbursable as Personnel Support Costs;
  - (e) Australian taxation, as applicable;
  - (f) costs, including domestic and international travel, accommodation, per diems and local transport costs where required for Contractor head office personnel; and
  - (g) any other overheads required to perform the Services in accordance with this Contract.



2.3. The Management Fee is comprised of two elements:

- (a) Type 1 Management Fees, which shall not exceed the sum of AUD XXX plus GST; and
- (b) Type 2 Management Fees, which shall not exceed the sum of AUD XXX plus GST.

2.4. DFAT shall pay the Contractor the Type 1 and Type 2 Management Fees in accordance with Table 1 below at the end of each one (1) month period in arrears subject to receipt of a correctly rendered invoice and DFAT's confirmation that the Services have been provided as required by this Contract.

**Table 1: Management Fees**

Date	Type 1 Management Fees	Type 2 Management Fees
2/01/2015	\$	\$
30/01/2015	\$	\$
27/02/2015	\$	\$
27/03/2015	\$	\$
24/04/2015	\$	\$
22/05/2015	\$	\$
19/06/2015	\$	\$
17/07/2015	\$	\$
31/07/2015	\$ 0	\$ *
<b>Total</b>	\$	\$

\* Within 14 days of the completion of the Services, DFAT and the Contractor will conduct a Partner Performance Assessment in accordance with Schedule 5 of this Contract. The Contractor shall only be entitled to receive payment of this Management Fee Milestone if it achieves an average performance rating of 4 or more. For the avoidance of doubt, the average performance rating for this purpose will be determined by calculating the sum of all of the performance ratings and then dividing the total by the number of performance ratings. For example, the Contractor will receive three performance ratings for "Deliver Lasting Results and Impact", three for "Maximise Value for Money" and two for "Collaboration, Communication and Responsiveness" etc.



### 3. PERSONNEL FEES

- 3.1. DFAT shall reimburse the Contractor at actual cost up to a maximum of **AUD XXX** plus GST for Personnel Fees as follows:
- 3.2. DFAT shall reimburse the Contractor for Personnel Fees in accordance with Table 2 including:
- (a) the remuneration rates for all Contractor Personnel must be exclusive of any profit, overheads, administration or management fee, or any other mark-up/margins on the part of the Contractor;
  - (b) the Contractor must keep verifiable records to enable verification of actual time spent undertaking the Services;
  - (c) DFAT shall pay the Contractor for Personnel Fees at the end of each month on a reimbursable basis in arrears subject to receipt of a correctly rendered invoice;
  - (d) hardship allowance is only payable to Personnel while in Sierra Leone; and
  - (e) on-call rate for all medical officers is only payable to Personnel while in Sierra Leone.
- 3.3. Subject to obtaining DFAT's prior written approval, the Contractor may transfer amounts attributed to line items of Personnel Cost categories within Table 2 to other Table 2 line items, provided that the maximum amount payable for Personnel Costs is not exceeded.
- 3.4. The Contractor shall notify DFAT upon reaching 80% of the maximum amount payable for Personnel Costs.

**Table 2: Personnel Fees**

Position Category	Total not to exceed remuneration Including Hardship Allowance
<b>Head Office Staff</b>	
Operations Manager	\$
Project Manager	\$
Project Officer	\$
Finance Controller	\$
Finance and Payroll Officer	\$
Travel Coordinator	\$
Recruitment Consultant	\$
Head Office Trainer	\$
<b>In-Country Team</b>	

Position Category	Total not to exceed remuneration Including Hardship Allowance
In-Country Manager	\$
Deputy In-Country Manager	\$
Project Accountant	\$
Senior Medical Officer	\$
Senior Environmental Health Officer	\$
Environmental Health/WASH Officer	\$
Senior Facilities Manager	\$
Medical Officer Type 1	\$
Medical Officer Type 2	\$
Registered Nurse	\$
Registered Nurse Local	\$
Nurse Aid / Hygienist	\$
Mental Health Professionals	\$
Mental Health Professionals Local	\$
Security Manager	\$
In-Country Trainer	\$
Locally Employed Staff	\$
<b>Total</b>	\$

#### 4. PERSONNEL SUPPORT COSTS

- 4.1. The maximum amount payable to the Contractor in Personnel Support Costs shall not exceed the sum of AUD2,462,809.80 plus GST.
- 4.2. DFAT shall reimburse the Contractor at actual cost for Personnel Support Costs in accordance with Table 3 (Personnel Support Costs) below.
- 4.3. Subject to obtaining DFAT's prior written approval, the Contractor may transfer

amounts attributed to line items of Personnel Support Cost categories within Table 3 to other Table 3 line items, provided that the maximum amount payable for Personnel Support Costs is not exceeded.

- 4.4. The Contractor shall notify DFAT upon reaching 80% of the maximum amount payable for Personnel Support Costs.

**Table 3: Personnel Support Costs**

Category	Total Value not to exceed (AUD)
Airfares	\$710,150.00
Accommodation	\$1,160,088.00
Travelling Allowance	\$166,304.00
International Communication Costs	\$166,304.00
Compulsory Arrival and Departure Taxes	\$51,975.00
In country Transport Costs	\$157,988.80
Personnel Briefing Costs	\$50,000.00
<b>Total</b>	<b>\$2,462,809.80</b>

- 4.5. The conditions of payment by DFAT to the Contractor of its Personnel Support Costs are as follows:

- (a) Airfares; Airfares for movement of Contractor Personnel from their home country to Sierra Leone. The Contractor uses a best (cheapest) fare of the day policy and pertains to economy seating only. In 'time critical' situations Business Fare seating may be required but only on approval from Contractor senior management.
- (b) Accommodation; Accommodation for Contractor Personnel during transit into Sierra Leone and whilst in the country. The Contractor accommodates staff in the most cost effective and appropriate accommodation based on cleanliness and security requirements.
- (c) Travelling Allowance;
- (d) International Communication costs;
- (e) Compulsory Arrival and Departure Taxes;



(f) In Country Transport Costs; and

(g) Personnel briefings.

4.6. If requested by DFAT, for payment verification purposes, the Contractor shall provide DFAT with appropriate documentation to support all Personnel Support Costs claimed (excluding travelling allowance).

4.7. DFAT shall pay the Contractor for Personnel Support Costs incurred at the end of each month on a reimbursable basis in arrears subject to receipt of a correctly rendered invoice.

## 5. OPERATIONAL COSTS

5.1. DFAT shall reimburse the Contractor at actual cost up to a maximum of AUD5,631,576.50 plus GST for Operational Costs in accordance with Table 4 (Operational Costs) below.

**Table 4: Operational Costs**

Category	Total Value not to exceed (AUD)
Pre-employment medical examinations and vaccinations for deployed Personnel	\$144,000.00
Employee assistance program and other counselling services	\$73,000.00
Recruitment services and advertising	\$151,450.00
Training costs	\$50,125.00
Purchase of miscellaneous equipment	\$63,900.00
Camp services (excluding red zone)	\$3,373,954.65
Camp services (red zone)	\$1,653,146.85
Medical data management systems and services	\$20,000.00
Kitchen fitout	\$50,000.00
Local office costs	\$52,000.00
<b>Total</b>	<b>\$5,631,576.50</b>

- 5.2. DFAT shall pay the Contractor for Operational Costs at the end of each **one (1) month** period on a reimbursable basis in arrears subject to receipt of a correctly rendered invoice.
- 5.3. Subject to obtaining DFAT's prior written approval, the Contractor may transfer amounts attributed to line items of Operational Cost categories within Table 4 to other Table 4 line items, provided that the maximum amount payable for Operational Costs is not exceeded.
- 5.4. The Contractor shall notify DFAT upon reaching 80% of the maximum amount payable for Operational Costs.

## 6. MEDICAL SUPPLIES COSTS

- 6.1. DFAT shall pay the Contractor up to a maximum of **AUD XXX** plus GST for Medical Supplies Costs in accordance with Table 5 (Medical Supplies Costs) below. This includes reimbursement of actual costs plus a general administration charge of 6% plus profit of XXX.

**Table 5: Medical Supplies Costs**

Category	Total Value not to exceed (AUD)
All medical supplies, including consumables and PPE plus freight	\$2,455,554.77
General administration charge	\$147,333.29
Profit	XXX\$
<b>Total</b>	<b>XXX\$</b>

- 6.2. DFAT shall pay the Contractor for Medical Supplies Costs at the end of each **one (1) month** period in arrears subject to receipt of a correctly rendered invoice.

## 7. CLAIMS FOR PAYMENT

- 7.1. The Contractor's tax invoice must be submitted when due pursuant to this Schedule 2 in a form identifiable with the Services and in accordance with Clauses 41 (Invoicing) and 42 (Payment) in Part 5. Invoices must also reference the Payment Event number(s) as notified by DFAT.
- 7.2. The Contractor must ensure that invoices for Personnel Costs include a breakdown of cost by position title and weekly rates (in country and out of country).
- 7.3. All claims for payment must be made to:

Chief Finance Officer  
Department of Foreign Affairs and Trade  
RG Casey Building  
John McEwen Crescent  
Barton  
ACT 0221  
AUSTRALIA

7.4. Tax invoices should be sent to the above address. Alternatively DFAT shall accept electronic tax invoices. These can be sent to [accountsprocessing@dfat.gov.au](mailto:accountsprocessing@dfat.gov.au) and copy in the DFAT Management Representative.

7.5. Invalid invoices will be returned to contractors.

Information on what constitutes a valid tax invoice can be found at  
<http://www.ato.gov.au/businesses/content.asp?doc=/content/50913.htm>.



{Contract 71021  
Schedule 3}

## SCHEDULE 3 - Deed of Confidentiality

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THIS DEED POLL is made on the \_\_\_\_\_ day of  
[   ]

in favour of **COMMONWEALTH OF AUSTRALIA** represented by the  
Department of Foreign Affairs and Trade ("DFAT").

BY [Insert name and address of Recipient who will have access to Confidential  
Information] (the "Recipient").

### RECITALS

- A. DFAT and **Aspen Medical Pty Limited** (the "Contractor") have entered into a Contract for the purpose of a project in **Sierra Leone**.
- B. The Recipient has been engaged by the Contractor to work on the project.
- C. The Recipient, in carrying out that work, be given access to Confidential Information.
- D. DFAT requires the Recipient to enter into this Deed in relation to use of Confidential Information.

### THE RECIPIENT DECLARES AS FOLLOWS:

#### 1 INTERPRETATION

In this Deed, unless the contrary intention appears:

**'Confidential Information'** means information that:

- (a) is designated by DFAT as confidential; or
- (b) the Recipient knows or ought to know is confidential,

but does not include information which:

- (c) is or becomes public knowledge other than by breach of this Deed or other obligation of confidentiality.

**"Personal Information"** has the same meaning as in the *Privacy Act 1988*.

## **1 CONFIDENTIAL INFORMATION**

### **1.1 The Recipient acknowledges and agrees that:**

- (a) the Confidential Information is confidential and that any Confidential Information disclosed to the Recipient is disclosed to the Recipient only pursuant to the terms of this undertaking;
- (b) it must not, other than with the prior written approval of the Commonwealth, use, disclose, divulge or deal with any Confidential Information, nor allow any act, matter or thing to be done or occur whereby any Confidential Information may be ascertained or used by, or disclosed or communicated to, any other person, except in accordance with the terms of this undertaking; and
- (c) improper use or disclosure of Confidential Information would damage the Commonwealth.

## **2 RESTRICTIONS ON USE**

### **2.1 The Recipient must:**

- (a) keep the Confidential Information, and all documents containing, or referring to, any Confidential Information, under effective control of the Recipient;
- (a) not use or reproduce any document containing, or referring to, any Confidential Information, nor allow any other person to use or reproduce any such document;
- (b) take all reasonable steps to ensure that Confidential Information, and all documents containing, or referring to, any Confidential Information, are protected at all times from any unauthorised use, disclosure or access and immediately notify the Commonwealth if the Recipient becomes aware of any unauthorised access to, or use or disclosure of, any Confidential Information;
- (d) if required at any time by the Commonwealth to do so, deliver up to the Commonwealth, or destroy, all Confidential Information, including all documents containing, or referring to, any Confidential Information, in the possession, custody or control of the Recipient; and
- (e) if required by the Commonwealth:
  - (i) permit the Commonwealth reasonable access to the Recipient's premises and information management systems to ensure or check compliance with this undertaking; and
  - (ii) provide to the Commonwealth a statutory declaration of an officer of the Contractor stating that **Clause 3.1(e)** has been complied with.

## **3 PERSONAL INFORMATION**

- 3.1 The Recipient agrees, with respect to all Personal Information acquired by it during the performance of the Contract, to abide by the provisions of the *Privacy Act 1988* as if the Recipient were an "Agency" as defined by that Act.

## **4. SURVIVAL OF OBLIGATIONS**

- 4.1 The obligations in this Deed are perpetual.

**EXECUTED** as a deed poll.

**SIGNED, SEALED AND  
DELIVERED** by the Individual in  
the presence of:

.....

Signature of

.....

Signature of witness

.....

Name of witness  
(*Print*)



## Schedule 4

## SCHEDULE 4 – Confidential Information

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**Confidential Information identified by DFAT**

Description	Period of Confidentiality
Not applicable	

**Confidential Information identified by the Contractor**

Description	Period of Confidentiality
Aspen Medical Clinical Governance Policies and Procedures, including Credentialing and Minimum Credentialing Criteria	Period of the Contract Term.

# Schedule 5 – Partner Performance Assessment

## Partner Performance Assessment (PPA)

DFAT uses Partner Performance Assessments (PPAs) to assess how well implementing partners are delivering the services required in aid agreements. Data from PPAs are used to inform future procurement evaluations, including Tender Evaluation Committees, partner selection decision making, and core contributions to multilateral organisations. PPAs should be completed by agreement managers and be based on the most recent 12 month period where performance information is available. Responses should be based on assessments of performance by a partner in relation to a specific agreement. It is mandatory to complete a PPA for all agreements with NGOs, commercial suppliers and multilateral organisations with a total value over \$3 million, except for core contributions to multilateral organisations. A proportional approach to completing the PPA should be adopted depending on the size and risk of the agreement. For agreements above \$10 million, text is required to provide evidence to support the ratings and identify any areas for improvement. For agreements between \$3 million and \$10 million, supporting text is only required if an unsatisfactory rating (ie 3 or below) or a rating of 6 (very good) is provided. As PPAs inform future funding decisions, delivery partners must be given an opportunity to review the assessment. Delivery partners should be provided with a minimum 15 working days to endorse the ratings. PPAs must be approved by a relevant EL2 officer or above and uploaded onto AidWorks by 1 May 2015. This Smart PDF form can be directly uploaded into AidWorks. For further information, refer to the Good Practice Note. If you have any questions, please contact the relevant partner area: for NGOs contact [ngoengagement@dfat.gov.au](mailto:ngoengagement@dfat.gov.au), for multilateral organisations contact [aidriskmanagement@dfat.gov.au](mailto:aidriskmanagement@dfat.gov.au), for commercial suppliers contact [contractor.performance@dfat.gov.au](mailto:contractor.performance@dfat.gov.au).

### Summary

Agreement Name	Agreement Name		
Partner's Name	Name of NGO, commercial supplier or multilateral organisation	Agreement Number	AidWorks Agreement Number
Agreement Start Date	Start date of agreement	Agreement End Date	End date of agreement
Reporting period start date	Start date of the reporting period covered in this PPA	Reporting period end date	End date of the reporting period covered in this PPA
Total Value	\$AUD	Country/Region	Country / Region Name
Report drafted by	Name	Sector	Sector Name
Approved by	Counsellor / Director Name	Date approved	Date approved
Partner Type	<input type="checkbox"/> NGO <input type="checkbox"/> Commercial Supplier <input type="checkbox"/> Multilateral Organisation <input type="checkbox"/> Other		
Agreement Type	<input type="checkbox"/> Procurement <input type="checkbox"/> Grant		

### Australian Aid – Rated Performance Criteria

Rate each statement using the following six point scale as a guide.

Satisfactory	Less than satisfactory
Very good; needs ongoing management and monitoring only	Less than adequate; needs work to improve in core areas
Good; needs minor work to improve in some areas	Poor; needs major work to improve
Adequate; needs some work to improve	Very poor; needs major overhaul

#### 1. Deliver Lasting Results and Impact - Is the delivery partner achieving agreed objectives to maximise impact, results and sustainability?

a) Results focused and delivers on time, ensuring deliverables are of high quality, accurate and meet the defined requirements	1	2	3	4	5
b) Undertakes sound monitoring and evaluation reporting that includes quantitative and qualitative evidence of progress against objectives	1	2	3	4	5
c) Promotes sustainability and where applicable, is prepared for transition in/out of the activity	1	2	3	4	5

Assessment (no more than 300 words)



Contract 71021

Schedule 5

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**2. Maximise Value for Money (VfM) – Is value for money being delivered ensuring effective, ethical, efficient and economical use of funds?**

a) Committed to eliminating inefficiency and duplication and applying lessons learnt to enhance VfM	1 6	2	3	4	5
b) Delivers defined services within budget (predicted budgets compare well to actual expenditure)	1 6	2	3	4	5
c) Scrutinises costs to pursue the most cost-effective options and considers proportionality in planning/allocating resources	1 6	2	3	4	5

Assessment (no more than 300 words)

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**3. Collaboration, Communication and Responsiveness – Does the partner work collaboratively, communicate effectively with stakeholders and respond effectively to emerging issues?**

a) Communicates effectively with stakeholders and counterparts (including partner government, other donors, private sector, communities and beneficiaries as appropriate), works collaboratively, builds effective relationships and ensures DFAT is consulted on key developments and emerging issues	1 6	2	3	4	5
b) Demonstrates appropriate flexibility and responsiveness to DFAT requests and addresses problems/issues openly and constructively	1 6	2	3	4	5

Assessment (no more than 300 words)

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**4. Policy Alignment, Risk Management and Innovation – Does the partner operate in a manner consistent with DFAT policies and priorities, effectively managing risk, fraud and corruption, and promoting innovation?**

a) Partner takes appropriate account of DFAT policies including on Child protection, Environmental and Resettlement safeguards; Gender Equality and Disability Inclusive Development	1 6	2	3	4	5
b) Has effective systems for identifying, managing and reporting risk, fraud and corruption and informs DFAT of risks/issues that may adversely affect timing, cost or quality of services as agreed	1 6	2	3	4	5
c) Partner follows branding guidelines, including use of the DFAT crest and Australia Aid Identifier, and promotes the visibility of Australian Government funded aid investments as appropriate	1 6	2	3	4	5
Innovation (This is not a performance standard. A low rating against this question does not necessarily equate with a poor performance outcome for this criterion)					
d) Partner proposes and implements innovative development approaches (e.g. results-based aid; trialling/adapting new technologies), leveraging new partnerships/sources of finance, whilst mitigating associated risks	1 6	2	3	4	5

Assessment (no more than 300 words)

--

**5. Effective partner personnel – Does the partner provide personnel with appropriate skills and experience and manage them effectively?**

a) Senior personnel demonstrate effective leadership and management, achieve results against agreed responsibilities and communicate effectively	1 6	2	3	4	5
b) Head/Regional Office provides effective support and oversight to the in-country team	1 6	2	3	4	5
c) Recruitment and management of staff is conducted in a timely and professional manner and DFAT has been alerted to any recruitment/staffing issues	1 6	2	3	4	5

Assessment (no more than 300 words)

--

**6. Other Agreement Specific Measurable(s) - [If necessary, use the fields below to add any indicators specific to the partner performance agreement]**

a) [Add as required]	1 6	2	3	4	5
b) [Add as required]	1 6	2	3	4	5
c) [Add as required]	1 6	2	3	4	5
d) [Add as required]	1 6	2	3	4	5



**Contract 71021**  
**Schedule 5**

**Assessment (no more than 300 words)**

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**General Comments (no more than 500 words)**

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**Partner Acknowledgement**

☐ I/we endorse this Partner Performance Assessment

Name:	
Position:	
Date:	

OR

☐ I/we do not endorse this Partner Performance Assessment and attach a written statement detailing the reasons for this

Name:	
Position:	
Date:	

## Schedule 6 – S&Q Services

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### SURVEY AND QUOTE SERVICES TASKING NOTE NUMBER \_\_\_\_\_ ISSUED UNDER CONTRACT NUMBER 71021

This Survey and Quote Services Tasking Note is issued by DFAT under Clause 52 (Survey and Quote) of Contract Number 71021 between DFAT and Aspen Medical Pty Ltd.

#### 1. INTERPRETATION

All terms used in this Survey and Quote Services Tasking Note have the same meaning as is given to them in the Contract, unless the context otherwise requires.

In this Survey and Quote Services Tasking Note, "Survey and Quote Services" means the Services described in Clause 3 of this Survey and Quote Services Tasking Note.

#### 2. COMMENCEMENT AND COMPLETION OF SERVICES

The Contractor shall commence the Survey and Quote Services on [].  
The Contractor shall complete the Survey and Quote Services no later than [].

#### 3. THE SERVICES

The Contractor shall provide the following Survey and Quote Services:

(a)

(b)

#### 4. REPORTING REQUIREMENTS

The Contractor must provide the following reports by the date, in the format and the number of copies indicated:

(a)

(b)

#### 5. TOTAL AMOUNT PAYABLE

The maximum amount payable by DFAT to the Contractor under this Survey and Quote Services Tasking Note shall not exceed the sum of *A\$Amount – total reimbursable costs* plus GST if any up to a maximum amount of *A\$Insert 10 percent of the Agreement amount*.

DFAT shall not be liable for any costs or expenditure incurred by the Contractor in excess of the Not To Exceed Amount.

The maximum amount payable is comprised of the following items:

- (a) Management Fees not exceeding the sum of AUD[insert amount] plus GST;
- (b) Personnel Fees up to a maximum of AUD[insert amount] plus GST; and
- (c) Personnel Support Costs up to a maximum of AUD[insert amount] plus GST.

## 6. PERSONNEL FEES

The maximum amount payable to the Contractor in Personnel Fees shall not exceed the sum of AUD[insert amount] plus GST.

DFAT shall reimburse the Contractor at actual cost up to a maximum of AUD[insert amount] plus GST for Personnel Fees, in accordance with the Contract and the rates set out in Table 1 (Remuneration Rates) below.

**Table 1: Remuneration Rates**

Position Category	Remuneration rate

## 7. PERSONNEL SUPPORT COSTS

The maximum amount payable to the Contractor in Personnel Support Costs shall not exceed the sum of AUD[insert amount] plus GST.

DFAT shall reimburse the Contractor at actual cost up to a maximum of AUD[insert amount] plus GST for Personnel Support Costs, in accordance with the Contract and Table 2 (Personnel Support Costs) below.

**Table 2 (Personnel Support Costs)**

Category	Number of Inputs	Value per Input	Total Value (AUD)
Airfares			
Accommodation			
Travelling			



Contract 71021  
Schedule 6

Category	Number of Inputs	Value per Input	Total Value (AUD)
Allowance			
International Communication Costs			
Compulsory Arrival and Departure Taxes			
In country Transport Costs			
Security			
Total Personnel Support Costs			

Issued for and on behalf of the  
Commonwealth of Australia represented  
by the Department of Foreign Affairs and  
Trade by:

Signature of DFAT Contract Manager  
(Director, Ebola Taskforce)

in the presence of:

Signature of witness

Name (Print)

Name of witness

Dated:

[Contract 71021  
Schedule 6 ]

## Schedule 7 – Plans

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1. Standard Operating Procedures;
2. Implementation plan;
3. Scaling-up strategy;
4. Phased Exit strategy;
5. Handover plan;
6. Monitoring and Evaluation Framework;
7. Final Readiness to Commence report;
8. Risk Register;
9. Fraud Control strategy and Fraud Risk Assessment;
10. Post Deployment plan;
11. Site inspection and Building report;
12. Safety and Security plan; and
13. Recruitment and Training plan.



**STANDARD ADMINISTRATIVE ARRANGEMENT  
FOR THE  
EBOLA RESPONSE MULTI-PARTNER TRUST FUND  
DFAT AGREEMENT 70834**

**Standard Administrative Arrangement  
between  
the Commonwealth of Australia, represented by the Department of Foreign  
Affairs and Trade,  
and  
the United Nations Development Programme  
regarding the Management of the  
Ebola Response Multi-Partner Trust Fund  
DFAT Agreement 70834**

**WHEREAS**, the United Nations Secretary-General launched the United Nations System Response to the Ebola Outbreak to unite efforts of all concerned UN Entities and act as a platform for global control of Ebola Outbreak;

**WHEREAS**, under the Terms of Reference ("TOR") for the Ebola Response Multi-Partner Trust Fund ("Ebola Response MPTF" or "Trust Fund") dated September 2014 attached hereto as ANNEX A, and incorporated herein by reference into this SAA, the United Nations Development Programme (UNDP) through its Multi-Partner Trust Fund Office (MPTF Office) has been requested by the Trust Fund Management Committee to serve as the Trust Fund Administrative Agent, responsible for the administration of the Trust Fund.

**WHEREAS**, the United Nations, represented by the Senior UN System Coordinator for Ebola, and the UNDP, represented by its MPTF Office, have agreed on the terms and conditions under which the UNDP MPTF Office will serve as Administrative Agent of the Trust Fund and disburse funds to Recipient Organizations who choose to participate in programmatic activities funded through the Trust Fund, as set forth in the Memorandum of Understanding attached hereto as ANNEX B (hereinafter referred to as the "UN MOU");

**WHEREAS**, UNDP is willing and able to administer the Trust Fund in accordance with its Financial Regulations and Rules as well as the UN MOU and the TOR for the Trust Fund;

**WHEREAS**, the Recipient Organisations have agreed to receive funds through the Trust Fund and carry out programmatic activities in accordance with the TOR, the UN MOU and the MOU signed between the Administrative Agent and the Recipient Organizations (hereinafter referred to as the "RO MOU");

**WHEREAS**, the United Nations has invited Donors to contribute to support of activities of the Trust Fund;

**WHEREAS**, the Commonwealth of Australia, represented by the Department of Foreign Affairs and Trade (hereinafter referred to as the "Donor") wishes to provide financial support to the Trust Fund on the basis of the TOR as part of its development cooperation and wishes to do so through the Administrative Agent.

NOW, THEREFORE, the Donor and the Administrative Agent (hereinafter referred to collectively as the "Participants") hereby decide as follows:

**Section I**  
**Disbursement of Funds to the Administrative Agent**  
**and the Trust Fund Account**

1. The Donor decides to make a contribution of **Ten Million Australian Dollars (AUD 10,000,000)** and such further amounts as it may decide (hereinafter referred to as the "Contribution") to support the Trust Fund. The Contribution will enable implementation of the Trust Fund activities under the guidance of the Trust Fund Management Committee in accordance with the TOR, as amended from time to time in writing. The Donor authorizes the Administrative Agent to use the Contribution for the purposes of the Trust Fund and in accordance with this Standard Administrative Arrangement (hereinafter referred to as "Arrangement"). The Donor acknowledges that the Contribution will be co-mingled with other contributions to the Trust Fund Account and that it will not be separately identified or administered.

2. The Donor will deposit the Contribution by wire transfer, in accordance with the schedule of payments set out in ANNEX C to this Arrangement, in convertible currencies of unrestricted use, to the following account:

**For payment in USD:**

Name of Account:	UNDP Multi-Partner Trust Fund Office (USD) Account
Account Number:	790440309
Name of Bank:	JPMorgan Chase Bank International Agencies Banking
Address of Bank:	270 Park Avenue, 43rd Floor New York, New York 10017
SWIFT Code:	CHASUS33
ABA:	021000021
Reference:	Ebola MPTF

3. When making a transfer to the Administrative Agent, the Donor will notify the Administrative Agent's Treasury Operations at [mptfo.treasury@undp.org](mailto:mptfo.treasury@undp.org) and the MPTF Office at [executivecoordinator.mptfo@undp.org](mailto:executivecoordinator.mptfo@undp.org) of the following: (a) the amount transferred, (b) the value date of the transfer; and (c) that the transfer is from **the Commonwealth of Australia, represented by the Department of Foreign Affairs and Trade** in respect of the Trust Fund pursuant to this Arrangement. The Administrative Agent will promptly acknowledge receipt of funds in writing.

4. All financial accounts and statements will be expressed in United States dollars.

5. The US dollar value of a contribution-payment, if made in currencies other than United States dollars, will be determined by applying the United Nations operational rate



of exchange in effect on the date of receipt of the Contribution. The Administrative Agent will not absorb gains or losses on currency exchanges. Such amounts will increase or decrease the funds available for disbursements to Recipient Organizations.

6. The Trust Fund Account will be administered by the Administrative Agent in accordance with the regulations, rules, directives and procedures applicable to it, including those relating to interest. The Trust Fund Account will be subject exclusively to the internal and external auditing procedures laid down in the financial regulations, rules, directives and procedures applicable to the Administrative Agent.

7. The Administrative Agent will be entitled to allocate an administrative fee of one percent (1%) of the Contribution by the Donor, to cover the Administrative Agent's costs of performing the Administrative Agent's functions.

8. The Trust Fund Management Committee may request any of the Recipient Organizations, to perform additional tasks in support of the Fund not related to the Administrative Agent functions detailed in Section I, Paragraph 2 of the UN MOU and subject to the availability of funds. In this case, costs for such tasks will be decided in advance and with the approval of the Trust Fund Management Committee be charged to the Fund as direct costs.

## **Section II**

### **Disbursement of Funds to the Recipient Organizations and a Separate Ledger Account**

1. The Administrative Agent will make disbursements from the Trust Fund Account in accordance with instructions from the Trust Fund Management Committee in line with the approved programmatic document<sup>1</sup>, as amended in writing from time to time by the Trust Fund Management Committee. The disbursement to the Recipient Organizations will consist of direct and indirect costs as set out in the budget.

2. Each Recipient Organization will establish a separate ledger account under its financial regulations and rules for the receipt and administration of the funds disbursed to it from the Trust Fund Account. Each Recipient Organization assumes full programmatic and financial accountability for the funds disbursed to them by the Administrative Agent. That separate ledger account will be administered by each Recipient Organization in accordance with its own regulations, rules, directives and procedures, including those relating to interest. That separate ledger account will be subject exclusively to the internal and external auditing procedures laid down in the financial regulations, rules, directives and procedures applicable to the Recipient Organization.

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<sup>1</sup> As used in this document, an approved programmatic document refers to an annual work plan or a programme/project document, etc., which is approved by the Trust Fund Management Committee for fund allocation purposes.

3. Where the balance in the Trust Fund Account on the date of a scheduled disbursement is insufficient to make that disbursement, the Administrative Agent will consult with the Trust Fund Management Committee and make a disbursement, if any, in accordance with the Trust Fund Management Committee's instructions.

### **Section III** **Implementation of the Programme**

1. The implementation of the programmatic activities which the Donor assists in financing under this Arrangement will be the responsibility of the Recipient Organizations and will be carried out by each Recipient Organization in accordance with its own applicable regulations, rules, policies and procedures including relating to procurement. The Donor will not be directly responsible or liable for the activities of any person employed by the Recipient Organizations or the Administrative Agent as a result of this Arrangement.

2. The Recipient Organizations will carry out the activities for which they are responsible, in line with the budget contained in the approved programmatic document, as amended from time to time by the Trust Fund Management Committee in accordance with the regulations, rules, directives and procedures applicable to it. Accordingly, personnel will be engaged and administered, equipment, supplies and services purchased, and contracts entered into in accordance with the provisions of such regulations, rules, directives and procedures.

3. Indirect costs of the Recipient Organizations recovered through programme support costs will be 7%. In accordance with the UN General Assembly resolution 62/208 (2007 Triennial Comprehensive Policy Review principle of full cost recovery), all other costs incurred by each Recipient Organization in carrying out the activities for which it is responsible under the Trust Fund will be recovered as direct costs.

4. The Recipient Organizations will commence and continue to conduct operations for the programmatic activities only upon receipt of disbursements as instructed by the Trust Fund Management Committee.

5. The Recipient Organizations will not make any commitments above the budgeted amounts in approved programmatic document, as amended from time to time by the Trust Fund Management Committee.

6. If unforeseen expenditures arise, the Trust Fund Management Committee will submit, through the Administrative Agent, a supplementary budget to the Donor showing the further financing that will be necessary. If no such further financing is available, the activities to be carried out under the approved programmatic document may be reduced or, if necessary, terminated by the Recipient Organizations. In no event will the Recipient Organizations assume any liability in excess of the funds transferred from the Trust Fund Account.



7. The Donor reserves the right to discontinue future contributions if reporting obligations are not met as set forth in this Arrangement; or if there are substantial deviations from agreed plans and budgets. If it is agreed among the Donor, the Administrative Agent and the concerned Recipient Organization under the Arrangement that there is evidence of improper use of funds, the Recipient Organization will use their best efforts, consistent with their regulations, rules, policies and procedures to recover any funds misused. The Recipient Organization will, in consultation with the Trust Fund Management Committee and the Administrative Agent, credit any funds so recovered to the Trust Fund Account or agree with the Trust Fund Management Committee to use these funds for a purpose mutually agreed upon. Before withholding future contributions or requesting recovery of funds and credit to the Trust Fund Account, the Administrative Agent, the concerned Recipient Organization and the Donor will consult with a view to promptly resolving the matter.

8. The Participants recognize that it is important to take all necessary precautions to avoid corrupt, fraudulent, collusive or coercive practices. To this end, as set out in the MOU between the Administrative Agent and Recipient Organizations regarding the Operational Aspects of the Trust Fund, each Recipient Organization will maintain standards of conduct that govern the performance of its staff, including the prohibition of corrupt, fraudulent, collusive or coercive practices in connection with the award and administration of contracts, grants, or other benefits, as set forth in their Staff Regulations and Rules and the Financial Regulations and Rules, including regarding procurement.

#### **Section IV** **Equipment and Supplies**

1. On the termination or expiration of this Arrangement, the matter of ownership of equipment and supplies will be determined in accordance with the regulations, rules, directives and procedures applicable to such Recipient Organization, including any agreement with the relevant host Government if applicable.

#### **Section V** **Reporting**

1. The Administrative Agent will provide the Donor, the Trust Fund Management Committee, and Recipient Organizations with the following statements and reports, based on submissions provided to the Administrative Agent by each Recipient Organization prepared in accordance with the accounting and reporting procedures applicable to it, as set forth in the TOR:

- (a) Statements of donor commitments, deposits and transfers to Recipient Organizations and other financial information, available in real time directly from the publicly accessible MPTF Office GATEWAY (<http://mptf.undp.org>);



- (b) Annual consolidated financial reports, based on annual financial statements and reports, to be received from the Recipient Organizations, as of 31 December with respect to the funds disbursed to them from the Trust Fund Account, to be provided no later than five months (31 May) after the end of the calendar year;
- (c) Final consolidated financial report, based on certified final financial statements and final financial reports received from Recipient Organizations after the completion of the activities in the approved programmatic document and including the final year of the activities in the approved programmatic document, to be provided no later than seven months (31 July) of the year following the financial closing of the Trust Fund.

2. The Trust Fund Secretariat will provide the Donor, the Trust Fund Management Committee, and Recipient Organizations with the following reports, based on submissions provided to the Trust Fund Secretariat by each Recipient Organization prepared in accordance with the reporting procedures applicable to it, as set forth in the TOR:

- (a) Annual consolidated narrative progress reports, based on annual narrative progress reports received from Recipient Organizations, to be provided no later than five months (31 May) after the end of the calendar year;
- (b) Final consolidated narrative report, based on final narrative reports received from Recipient Organizations after the completion of the activities in the approved programmatic document and including the final year of the activities in the approved programmatic document, to be provided no later than seven months (31 July) of the year following the financial closing of the Trust Fund. The final consolidated narrative report will contain a summary of the results and achievements compared to the goals and objectives of the Trust Fund.

3. The Administrative Agent will provide the Donor, Trust Fund Management Committee and Recipient Organizations with the following reports on its activities as Administrative Agent:

- (a) Certified annual financial statement ("Source and Use of Funds" as defined by UNDG guidelines) to be provided no later than five months (31 May) after the end of the calendar year; and
- (b) Certified final financial statement ("Source and Use of Funds") to be provided no later than seven months (31 July) of the year following the financial closing of the Trust Fund.

4. Consolidated reports and related documents will be posted on the websites of the Administrative Agent (<http://mptf.undp.org>).

#### **Section VI** **Monitoring and Evaluation**

1. Monitoring and evaluation of the Trust Fund including, as necessary and appropriate, joint evaluation by the Trust Fund Management Committee, Recipient Organizations, the Administrative Agent, the Donor, the host Government (if applicable) and other partners will be undertaken in accordance with the TOR.
2. The Donor, Trust Fund Management Committee, the Administrative Agent and the Recipient Organizations will hold annual consultations as appropriate to review the status of the Trust Fund.

#### **Section VII** **Joint Communication**

1. Information given to the press, to the beneficiaries of the Trust Fund, all related publicity material, official notices, reports and publications, will acknowledge the role of the Trust Fund, Trust Fund Management Committee, the Donors, the Recipient Organizations, the Administrative Agent and any other relevant entities.
2. The Administrative Agent in consultation with the Recipient Organizations will ensure that decisions regarding the review and approval of the Trust Fund as well as periodic reports on the progress of implementation of the Trust Fund, associated external evaluations are posted, where appropriate, for public information on the website of the Administrative Agent (<http://mptf.undp.org>). Such reports and documents may include Trust Fund Management Committee approved programmes and programmes awaiting approval, fund level annual financial and progress reports and external evaluations, as appropriate.

#### **Section VIII** **Expiration, Modification and Termination**

1. The Administrative Agent will notify the Donor when it has received notice from all Recipient Organizations that the activities for which they are responsible under the approved programmatic document have been completed. The date of the last notification received from a Recipient Organization will be deemed to be the date of expiration of this Arrangement, subject to the continuance in force of paragraph 4 below for the purposes therein stated.
2. This Arrangement may be modified only by written agreement between the Participants.



3. This Arrangement may be terminated by either Participant on thirty (30) days of a written notice to the other Participants, subject to the continuance in force of paragraph 4 below for the purpose therein stated.

4. Commitments assumed by the Donor and the Administrative Agent under this Arrangement will survive the expiration or termination of this Arrangement to the extent necessary to permit the orderly conclusion of activities, the withdrawal of personnel, funds and property, the settlement of accounts between the Participants hereto and the Recipient Organizations and the settlement of contractual liabilities required in respect of any subcontractors, consultants or suppliers. Any balance remaining in the Trust Fund Account or in the individual Recipient Organizations' separate ledger accounts upon winding up of the Trust Fund will be used for a purpose mutually agreed upon by the Donor(s) and the Trust Fund Management Committee or returned to the Donor(s) in proportion to their contribution to the Trust Fund as decided upon by the Donor(s) and the Trust Fund Management Committee.

### Section IX Notices

1. Any action required or permitted to be taken under this Arrangement may be taken on behalf of the Donor, by Amy Haddad or his or her designated representative, and on behalf of the Administrative Agent, by the Executive Coordinator, Multi-Partner Trust Fund Office or his designated representative.

2. Any notice or request required or permitted to be given or made in this Arrangement will be in writing. Such notice or request will be deemed to be duly given or made when it will have been delivered by hand, mail, or any other agreed means of communication to the party to which it is required to be given or made, at such party's address specified below or at such other address as the party will have specified in writing to the party giving such notice or making such request.

*For the Donor:*

Name: s 47 F(1)

Title: Counsellor (Development), Australian Mission to the UN

Address: s 47 F(1)

Telephone: s 47 F(1)

Electronic r

*For the Administrative Agent:*

Name: s 47 F(1)

Title: Executive Coordinator, MPTF Office, UNDP

Address: s 47 F(1)

Telephone: s 47 F(1)

Facsimile:

Electronic mail: s 47 F(1)



**Section X**  
**Entry into Effect**

1. This Arrangement will come into effect upon signature thereof by the Participants and will continue in effect until it is expired or terminated.

**Section XI**  
**Settlement of Disputes**

1. Any dispute arising out of the Donor's Contribution to the Trust Fund will be resolved amicably through dialogue among the Donor, the Administrative Agent and the concerned Recipient Organization.

**Section XII**  
**Privileges and Immunities**

1. Nothing in this Standard Administrative Arrangement will be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, the Administrative Agent, or each Recipient Organization.

IN WITNESS WHEREOF, the undersigned, being duly authorized by the respective Participants, have signed the present Arrangement in English in two copies.

For the s 47F(1)

Signature

Name:

Title: Counsellor (Development) Australian Mission to the UN

Place: New York

Date: 7 October 2014

s 47F(1)

For the

Signature

Name:

Title: E:

Place: New York

Date: 7 October 2014

ANNEX A: Terms of Reference of the Ebola Response MPTF

ANNEX B: Memorandum of Understanding between UN and UNDP MPTF Office

ANNEX C: Schedule of Payments

ANNEX C

SCHEDULE OF PAYMENTS

**Schedule of Payments:**

**Amount:**

October 2014

AUD 10,000,000

*Certified in Aid Works*  
*8/10/14* s 22(1)(a)(ii)



**Terms of Reference for  
Ebola Response Multi-Partner Trust Fund**



### **I. Ebola Response Multi-Partner Trust Fund**

1. The United Nations Secretary-General launched the United Nations System Response to the Ebola Outbreak to unite efforts of all concerned UN Entities and act as a platform for the global control of the Ebola Outbreak. The Strategic Objectives of the UN System Response to the Ebola Outbreak are:
  - 1) Stop the outbreak
  - 2) Treat the infected
  - 3) Ensure essential services
  - 4) Preserve stability
  - 5) Prevent outbreaks in countries currently unaffected
2. To generate and manage resources towards these Strategic Objectives, the UN Secretary-General has launched the **Ebola Response Multi-Partner Trust Fund** (hereafter referred to as the Ebola Response MPTF). These Terms of Reference (TOR) describe the key features of it. The Ebola Response MPTF is established for a period of two years (until 30 September 2016), to finance actions described in Section 2 of this TOR. The governance of the Ebola Response MPTF draws on the governance structure of the United Nations Mission for Ebola Emergency Response (UNMEER), which is the agreed UN lead for the Ebola crisis response.
3. The UN Ebola Response MPTF will ensure:
  - 1) a coherent UN System contribution to the overall Ebola outbreak response through a common financing mechanism, building on specific UN Mission and UN Agency mandates and procedures;
  - 2) speedy, coordinated, and rapid UN action;
  - 3) mobilization of funding from Member States, regional legislative bodies, inter-governmental or nongovernmental organizations, businesses and individuals and establishment of an accountable, transparent and cost-effective financial instrument;
  - 4) a results-based management system to enable monitoring of the Fund's contribution to the Ebola response; and
  - 5) support for UN's efforts in establishing a global platform that facilitates the work of the other partners and stakeholders in the fulfillment of the Strategic Objectives.
4. The Ebola Response MPTF will build upon the successful experience of the UN Central Fund for Influenza Action (CFIA), which united efforts of 13 UN Organizations. The CFIA has demonstrated that a coordinated funding mechanism can support the response to disease outbreaks and strengthen preparedness efforts.
5. Operational procedures of the Ebola Response MPTF are streamlined to facilitate rapid fund allocation processes.

## II. Scope of Ebola Response MP TF

6. After having consulted widely with the presidents of the affected countries, with other global leaders and international epidemiological experts, a strategy that seeks to support the implementation of national response plans for the Ebola outbreak itself, as well as the broader societal, economic and political/ stability aspects of the current outbreak, has been developed by the UN Senior Coordinator for Ebola. This response strategy has been presented and further refined with the presidents and ministers of health in each of the intensely affected countries. The response strategy, laid out in the *Ebola Virus Disease Outbreak: Overview of Needs and Requirements*, is comprised of five Strategic Objectives and 12 + 1 Mission Critical Actions (MCAs) – see Figures 1 and 2. This response strategy will guide the Ebola Response MP TF.

**Figure 1**

### 5 STRATEGIC OBJECTIVES (STEPP) & 13 MISSION CRITICAL ACTIONS

#### 1 STOP the outbreak

- 1 Identify and Trace people with Ebola
- 2 Safe and Dignified Burials

#### 2 TREAT the infected

- 3 Care for Persons with Ebola and Infection Control
- 4 Medical Care for Responders

#### 3 ENSURE essential services

- 5 Provision of Food Security and Nutrition
- 6 Access to Basic (including non-Ebola Health) services
- 7 Cash Incentives for Workers
- 8 Recovery and Economy

#### 4 PRESERVE stability

- 9 Reliable supplies of materials and equipment
- 10 Transport and Fuel
- 11 Social Mobilization and Community Engagement
- 12 Messaging

#### 5 PREVENT outbreaks in countries currently unaffected

- 13 Multi-faceted approach to strengthen preparedness of all countries to rapidly detect and respond to an Ebola exposure, especially those sharing land borders with areas of active transmission and those with international transportation hubs

**Figure 2**

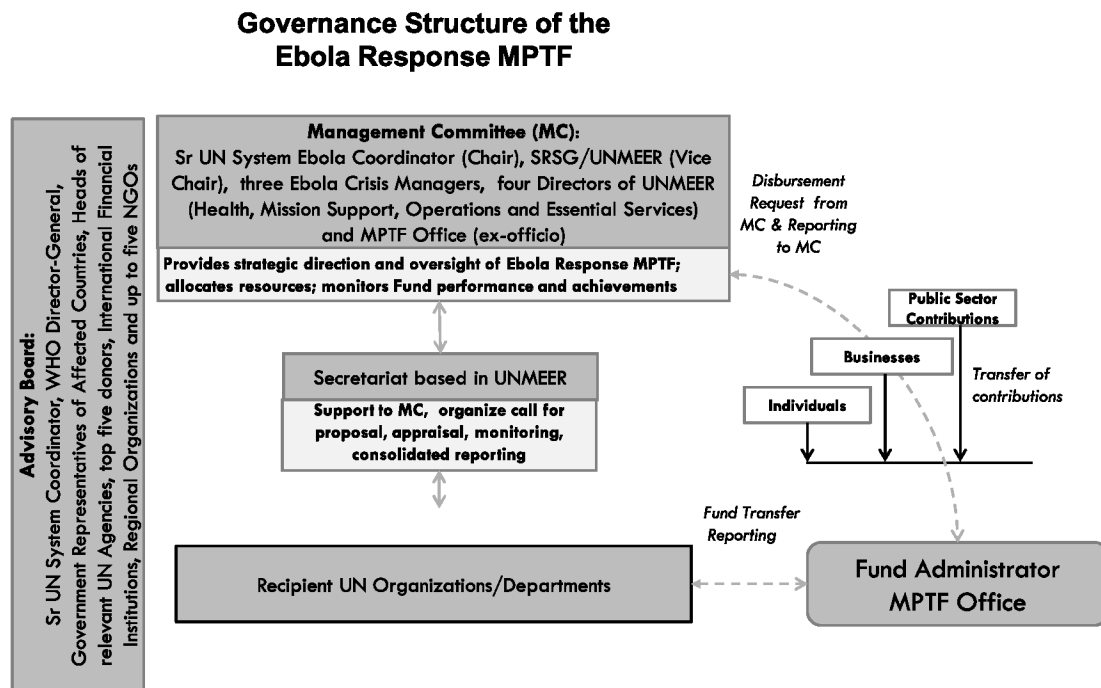




### III. Governance Structure and Procedures

7. The governance structure of the Ebola Response MPTF is presented in Figure 3 below.

**Figure 3**



#### **Advisory Board**

8. The Advisory Board will provide the Secretary-General with periodic feedback, guidance and expert advice on the use of Ebola Response MPTF and ensure strategic and programmatic coherence with other financing instruments. This Board is co-chaired by the Senior UN System Coordinator for Ebola and the Director-General of WHO. The Advisory Group members include the SRSG of UNMEER, one senior government representative of each affected country, Heads of the relevant UN Agencies' Funds and Programmes, representatives of International Financial Institutions, five top donors to the Ebola Response MPTF, Regional Organizations, and up to five NGOs. The Advisory Board will meet every six months.

#### **Management Committee**

9. The Ebola Response MPTF is governed by a Management Committee. The Senior UN System Ebola Coordinator will serve as a Chair and the Special Representative of the Secretary-General (SRSG) for UNMEER as Vice-Chair of this Management Committee. The Management Committee will be composed of three UN Ebola Crisis Managers<sup>1</sup> (one from each affected country), and four UNMEER Directors (Health, Mission Support, Operations, and Essential Services). The MPTF Office will serve as ex-officio member of the Management Committee.

<sup>1</sup> The UN Ebola Crisis Managers will consult with UN Resident Coordinator on relevant issues and will ensure that the development of proposals for consideration by the Management Committee will involve consultation with Recipient Organizations.

10. The Management Committee will be tasked with articulating the Ebola MPTF funding priorities, and with reviewing and approving proposal submissions by Recipient Organizations. Prior to Calls for Proposals, the Chair and Vice-Chair of the Management Committee may decide on the country-level funding envelopes, including a preparedness envelope for currently unaffected countries, in line with the framework of the *Ebola Virus Disease Outbreak: Overview of Needs and Requirements*, which may be updated from time to time. The Management Committee will ensure that the nature of the requests meets the established funding priorities and that their scope conforms to the needs.
11. The Management Committee will meet monthly or anytime it should be required to do so, upon instruction from the Chair. If the Chair is unable to attend the Management Committee meeting, the chairmanship of the meeting will be delegated to Vice-Chair. The Management Committee will meet via video or teleconference.
12. In circumstances where an immediate emergency funding is required in order to respond to an urgent requirement that is in line with the *Overview of Needs and Requirements*, the Management Committee may approve proposals electronically on the “no-objection” basis within 24 hours.
13. The Management Committee, supported by the Fund secretariat and Administrative Agent, will develop and adopt Rules of Procedure, which will include all relevant templates.

#### ***Fund secretariat***

14. The Management Committee will be supported by a small Fund secretariat established in UNMEER. The Fund secretariat will provide the administrative support to the Management Committee; support the fund mobilization efforts led by the Management Committee Chair; organize calls for and appraisal of proposals; and monitor and report on Fund’s programmatic performance to the Management Committee. The costs of the Fund secretariat will be kept to a minimum and will be covered by the Ebola Response MPTF as direct costs, with budget submitted to the Management Committee for approval.

#### ***Recipient Organizations***

15. The Ebola Response MPTF is designed to support and allocate resources to Recipient Organizations in undertaking specific activities and functions, aligned with the Senior UN System Ebola Coordinator’s 5 Strategic Objectives and 13 Mission Critical Actions, as was initially defined in *Ebola Virus Disease Outbreak: Overview of Needs and Requirements* document, as may be amended from time to time, and approved by the Fund’s Management Committee. **Recipient Organizations include UNMEER and UN Organizations and Departments.**
16. Those organizations sign a Memorandum of Understanding with UNDP’s MPTF Office as Administrative Agent. Non-UN Organizations with similar financial rules and regulations as Recipient UN Organizations will be invited to participate in the Fund.
17. Each Recipient Organization shall assume full programmatic and financial accountability for the funds disbursed to it by the Administrative Agent. Such funds will be administered by each UN Organization in accordance with its own regulations, rules, directives and procedures. Each Recipient Organization shall establish a separate ledger account for the receipt and administration of the funds disbursed to it by the Administrative Agent.

18. Indirect costs of the Recipient Organizations recovered through programme support costs will be 7%. In accordance with the UN General Assembly resolution 62/208 (2007 Triennial Comprehensive Policy Review principle of full cost recovery), all other costs incurred by each Recipient Organization in carrying out the activities for which it is responsible under the Ebola Response MPTF will be recovered as direct costs.

#### ***Administrative Agent***

19. The Ebola Response MPTF is administered by the UNDP MPTF Office, acting as the Administrative Agent. The UNDP Multi-Partner Trust Fund Office is a UN Facility which administers over 100 UN common funding instruments (<http://mptf.undp.org>).
20. UNDP MPTF Office is responsible for Fund design and set-up, the maintenance of the Fund account, the receipt of donor contributions and the disbursement of funds upon instructions from the Management Committee and provision of periodic consolidated reports. UNDP MPTF Office charges a standard one-time fee of 1% for pass-through services which will be deducted from the contributions to the Ebola Response MPTF at the time they are deposited.

#### **IV. Proposal development and approval**

21. The Ebola Response MPTF will allocate funds to Recipient Organizations based on Organizations' proposals. The Recipient Organizations will be invited to submit proposals to the Ebola Crisis Managers of affected countries or SRSGs and/or UN Resident Coordinators/Humanitarian Coordinators, as applicable, of currently unaffected countries within 48 hours<sup>2</sup> upon issuance of a Call for Proposals, as follows:
- **For affected countries:** The Ebola Crisis Manager of each affected country should submit to the Management Committee within 48 hours proposals in a prioritized order after due consultation with the Lead and appropriate members of the UN Country Team with relevant expertise in Ebola response, and a senior government focal point. Due to the nature of the Ebola Response, this consultation process should not be at the expense of speedy action.
  - **For countries currently unaffected:** The SRSG and/or UN Resident Coordinator/UN Humanitarian Coordinator of currently unaffected countries could submit to the Management Committee within 48 hours high priority proposals, in line with MCA 13 "Multi-Faceted preparedness".
22. The Ebola Crisis Managers or SRSGs and/or UN Resident Coordinators/Humanitarian Coordinators<sup>3</sup> will submit the prioritized proposals to the Management Committee through the Fund's secretariat. Within 48 hours, the Fund secretariat will review the prioritized proposals, submitted by each Ebola Crisis Manager, to ensure that all the required information is included in the standard proposal before submission to the Management Committee. The Management Committee will then review the proposals and either approve it, request further review or reject it. Upon approval of a proposal the Management Committee will advise the Ebola Response MPTF Administrative Agent to disburse the authorized amount to the Recipient Organization. The request to transfer funds will be signed by the Chair of the Management Committee and include all relevant documentation to enable a disbursement. The Administrative Agent will disburse the authorized amounts to a Recipient Organization within 48 hours of receiving all the required documentation and instructions from the Management Committee.

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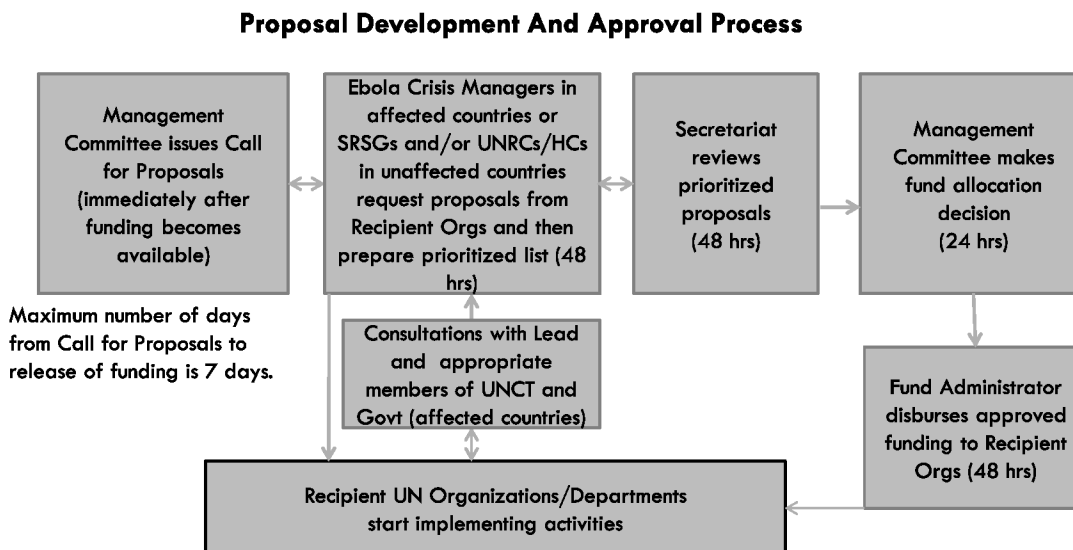
<sup>2</sup> This indicative time is the maximum time, and every effort will be made to shorten 48 hour timeframe.

<sup>3</sup> SRSGs and/or UN RCs/HCs of currently unaffected countries.



25. The proposal approval process is summarized in Figure 4.

**Figure 4**



24. The Management Committee, with the support of the Fund secretariat and Administrative Agent, will develop standard proposal forms to be used by all Recipient Organizations when submitting proposals to the Ebola Response MPTF.
25. In order to ensure that the operations of the Ebola Response MPTF allow for an adequate and timely response to any emergency need, and in particular to minimize the time needed for reviewing requests, the Management Committee, with the support of the Fund secretariat and the Administrative Agent, will every two months review its procedures and decide on any amendment deemed necessary to further fast track procedures.

### **V. Contributions to the Ebola Response MPTF**

26. Contributions to the Ebola Response MPTF may be accepted from Member States, regional legislative bodies, inter-governmental or nongovernmental organizations, businesses and individuals. Since the Ebola Response MPTF will focus on Ebola response high priority activities, contributors are encouraged to provide un-earmarked contributions, which will be programmed by the Management Committee. If due to specific donor preferences the un-earmarked contributions are not feasible, donors may earmark their contributions to a specific affected country or Strategic Objective of Ebola Response.
27. To contribute to the Ebola Response MPTF, a donor needs to sign a Standard Administrative Arrangement (SAA). Contributions to the Ebola Response MPTF may be accepted in fully convertible currency or in any other currency that can be readily utilized. Such contributions will be deposited into the bank account designated by UNDP MPTF Office, as stated in the SAA.
28. The value of a contribution payment, if made in other than US dollars, will be determined by applying the United Nations operational rate of exchange in effect on the date of payment.

Gains or losses on currency exchanges will be recorded in the Ebola Response MPTF account established by the Administrative Agent.

## **VI. Fund Management and Operational Principles**

29. Resources from Ebola Response MPTF will be utilized for the purpose of meeting the direct and indirect costs of proposals managed by Recipient Organizations. Details of such proposals, including respective budgets and implementation partners, will be as set out in the relevant proposal documents.
30. Whenever possible and to the extent that it does not jeopardize the privileges and immunities accorded to them and the safety and security of their staff, the Recipient Organizations will promote donor visibility on information, funded activity materials and at funded activity sites.
31. The Ebola Response MPTF will be operationally closed upon completion of all proposals funded through the MPTF and after satisfaction of all commitments and liabilities.
32. Any balance remaining in the Fund Account or in the individual Recipient UN Organizations' separate ledger accounts upon completion of the Ebola Response MPTF will be used for a purpose mutually agreed upon or returned to the donor(s) in proportion to their contribution to the Fund as agreed upon by the donors and the Management Committee.

## **VII. Monitoring and Reporting**

33. To facilitate the monitoring and evaluation reporting of resources allocated by the Fund, Recipient Organizations applying for the Ebola Response MPTF will be required to disclose complementary funding received from other sources for the activities supported by the Fund.
34. For each proposal approved for funding from the Ebola Response MPTF, each Recipient Organization shall provide the Administrative Agent and the Fund secretariat with the following statements and reports prepared in accordance with the accounting and reporting procedures applicable to the Recipient Organization concerned.
  - (a) Narrative progress reports for each twelve-month period, to be provided no later than three months after the end of the applicable reporting period;
  - (b) Annual financial reports as of 31 December each year with respect to the funds disbursed to it from the Ebola MPTF Account, to be provided no later than four months after the end of the applicable reporting period;
  - (c) A final consolidated narrative report and financial report, after the completion of the activities financed by the Ebola Response MPTF and including the final year of the activities, to be provided no later than 30 April of the year following the operational closing of the project activities;
  - (d) A final certified financial statement, to be provided no later than 30 June of the year following the financial closing of the project.
35. The Management Committee may agree upon the provision of additional reporting, such as monthly, quarterly or six monthly reports, including informal disbursement and commitment figures, if deemed necessary for effective resource mobilization and transparency of the Ebola Response MPTF.

36. The reports will be consolidated by the Funds secretariat and provided to each donor that has contributed to the Ebola Response MPTF Account, to the Ebola MPTF Management Committee and Advisory Board.
37. A dedicated public website is maintained by UN to provide a full range of information on the activities funded by the Ebola Response MPTF and will seek to communicate proactively with stakeholders on an ongoing basis.
38. The MPTF Office maintains the Ebola Response MPTF web-site (<http://mptf.undp.org/factsheet/fund/EBO00>), and provides up-to-date programmatic and real-time financial information on contributions received and funds transferred and quarterly information on expenditure.
39. The Ebola Response MPTF will also carry out a “lessons-learned and review exercise” of the entire Ebola Response MPTF operation, as decided by the Management Committee. UN Senior Coordinator for Ebola and Recipient Organizations will determine, through the Management Committee, the exact scope and objectives of the lessons learned and review exercise(s).



**Memorandum of Understanding  
between  
the United Nations  
and  
the United Nations Development Programme  
regarding the Management of the  
Ebola Response Multi-Partner Trust Fund**

This Memorandum of Understanding (MOU) is concluded between the United Nations, represented by the Senior UN System Coordinator for Ebola and the United Nations Development Programme (UNDP), represented by its Multi-Partner Trust Fund Office (MPTF Office). The United Nations and UNDP are hereinafter collectively referred to as the “Participants.”

**WHEREAS**, the United Nations Secretary-General launched the United Nations System Response to the Ebola Outbreak to unite efforts of all concerned UN Entities and act as a platform for global control of Ebola Outbreak;

**WHEREAS**, under the Terms of Reference (“TOR”) for the Ebola Response Multi-Partner Trust Fund (“Ebola Response MPTF” or “Trust Fund”) dated September 2014, as may be amended from time to time, attached hereto as ANNEX A, and incorporated herein by reference into this MOU, UNDP through its MPTF Office has been requested by the Ebola Response MPTF Management Committee to serve as the Trust Fund Administrative Agent, responsible for the administration of the Trust Fund;

**WHEREAS**, UNDP is willing and able to administer the Trust Fund in accordance with its Financial Regulations and Rules as well as this MOU and the TOR for the Trust Fund;

**WHEREAS**, UNDP will also participate in the Trust Fund as a Recipient Organization, under a separate agreement, which role is separate and distinct from its Administrative Agent functions related to the Trust Fund; and

**WHEREAS**, relevant United Nations System Organizations, as well as other Organizations that have similar international character and financial rules and regulations will participate in the Trust Fund as Recipient Organizations;

**NOW, THEREFORE**, the Participants agree as follows:

**Section I**

**The Roles of Trust Fund Management Committee  
and the Administrative Agent**

**Responsibilities of the Trust Fund Management Committee include:**

1. Oversight and strategic direction of the Trust Fund and mobilization of its resources in accordance with the TOR;
2. Approval of project proposals, after technical review undertaken by the Trust Fund Secretariat and making funding decisions.
3. Receipt and review of the periodic and annual progress narrative and financial reports prepared by the Trust Fund Secretariat and the Administrative Agent.

### **Responsibilities of UNDP**

1. UNDP, through its MPTF Office, will serve as Administrative Agent for the Trust Fund in accordance with its Financial Regulations and Rules, the TOR and the terms and conditions set out in this MOU. In case of any conflict between this MOU and the TOR, the MOU will prevail. The Administrative Agent agrees to assume this responsibility on the understanding that Recipient Organizations (United Nations, its funds and programmes and specialized agencies as well as other Organizations that have similar international character and financial rules and regulations) receiving funds from the Trust Fund assume full programmatic and financial accountability for the funds disbursed to them by the Administrative Agent.
2. A clear delineation, including distinct reporting lines and an accountability framework, will be established and maintained within UNDP between its functions as an Administrative Agent and its functions as a Recipient Organization.
3. On behalf of the United Nations, the MPTF Office, as Administrative Agent will:
  - (a) Conclude a standardized Memorandum of Understanding with Recipient Organizations wishing to support the implementation of activities for which they will receive funds from the Trust Fund, incorporating this MOU and the TOR;
  - (b) Receive contributions from Donors that wish to provide financial support to the Trust Fund; the Administrative Agent will enter into a Standard Administrative Arrangement, in the form attached hereto as ANNEX B (hereinafter referred to as a "Standard Administrative Arrangement or SAA") and incorporated herein by reference. The Administrative Agent will not agree with the Donor to amend the terms of Annex B without prior written agreement of the Trust Fund Management Committee. The Administrative Agent will ensure the posting of a copy of the Administrative Arrangement it enters into, as well as information on Donor contributions online on the Trust Fund webpage on the MPTF Office GATEWAY.
  - (c) Administer such funds received, in accordance with this Memorandum of Understanding including the provisions relating to winding up the Trust Fund Account and related matters (Section VII below);

- (d) Subject to availability of funds disburse such funds to each of the Recipient Organizations in accordance with instructions from the Trust Fund Management Committee, taking into account the budget set out in the approved programmatic document<sup>1</sup>, as amended in writing from time to time by the Trust Fund Management Committee;
- (e) Consolidate financial statements, based on submissions provided to the Administrative Agent by each Recipient Organization, as set forth in the TOR, and provide these to the Trust Fund Management Committee and to each Donor that has contributed to the Trust Fund Account, in accordance with Section III below;
- (f) Provide final reporting, including notification that the Trust Fund has been fully expended or has been wound up, in accordance with Section IV below;
- (g) Disburse funds to any Recipient Organization for any additional costs of the tasks that the Trust Fund Management Committee may decide to allocate (as referred to in Section I, Paragraph 2 above) in accordance with the TOR;
- (h) Perform such other activities as the Participants may agree in writing.

## **Section II** **Financial Matters**

### **The Administrative Agent**

1. The Administrative Agent has established a separate ledger account under its financial regulations and rules for the receipt and administration of the funds received pursuant to Administrative Arrangements (hereinafter, the "Trust Fund Account"). The Trust Fund Account will be administered by the Administrative Agent in accordance with the regulations, rules, directives and procedures applicable to it, including those relating to interest. The Trust Fund Account will be subject exclusively to the internal and external auditing procedures laid down in the financial regulations, rules, directives and procedures applicable to the Administrative Agent.
2. The Administrative Agent will not absorb gains or losses on currency exchanges which will increase or decrease the funds available for disbursements to Recipient Organizations.
3. The Administrative Agent will be entitled to allocate an administrative fee of one percent (1%) of the amount contributed by each Donor signing an Administrative

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<sup>1</sup> As used in this document, an approved programmatic document refers to an annual work plan or a programme/project document, etc., which is approved by the Trust Fund Management Committee for fund allocation purposes.



Arrangement, to meet the Administrative Agent's costs of performing the Administrative Agent's functions described in this Memorandum of Understanding.

4. Subject to the availability of funds, the Administrative Agent will make disbursements from the Trust Fund Account in accordance with the TOR for the Trust Fund and this MOU, based on instructions from the Trust Fund Management Committee, in line with the budget set forth in the programmatic document, as amended from time to time by the Trust Fund Management Committee. The disbursements will consist of direct and indirect costs as set out in the approved Project.

5. The Administrative Agent will normally make each disbursement within three (3) to five (5) business days after receipt of instructions received from the Trust Fund Management Committee in line with the TOR, along with a copy of the relevant approved programmatic document, signed by all the parties concerned. The Administrative Agent will transfer funds to each Recipient Organization through wire transfer in US dollars.

6. Where the balance in the Trust Fund Account on the date of a scheduled disbursement is insufficient to make that disbursement in full, the Administrative Agent will consult with the Trust Fund Management Committee, and make a partial disbursement, if any, in accordance with the Trust Fund Management Committee's instructions, provided that such partial disbursement will not exceed the funds available in the Trust Fund Account.

### **Section III** **Reporting**

1. The Administrative Agent will provide the Trust Fund Management Committee, Donors, and Recipient Organizations with the following reports, based on reports provided to the Administrative Agent by each Recipient Organization:

- (a) Statements of donor commitments, deposits and transfers to Recipient Organizations and other financial information, available in real time directly from the publicly accessible MPTF Office GATEWAY(<http://mptf.undp.org>);
- (b) Consolidated Annual Financial Report on activities implemented under the Trust Fund as of 31 December, to be provided no later than 31 May after the end of the calendar year;
- (c) Consolidated Final Financial Report, after the completion of all project activities financed from the Trust Fund and including the final year of the project activities, to be provided no later than 31 July of the year following the financial closing of the Trust Fund. The final report will give a summary of results and achievements compared to the goals and objectives of the Trust Fund; and

2. The Trust Fund Secretariat will provide the Trust Fund Management Committee, the Donor, and Recipient Organizations with the following reports, based on submissions provided to the Trust Fund Secretariat by each Recipient Organization:

- (a) Annual consolidated narrative progress reports, based on annual narrative progress reports received from Recipient Organizations, to be provided no later than five months (31 May) after the end of the calendar year;
- (b) Final consolidated narrative report, based on final narrative reports received from Recipient Organizations after the completion of the activities in the approved programmatic document and including the final year of the activities in the approved programmatic document, to be provided no later than seven months (31 July) of the year following the financial closing of the Trust Fund. The final consolidated narrative report will contain a summary of the results and achievements compared to the goals and objectives of the Trust Fund.

3. The Administrative Agent will also provide the Trust Fund Management Committee, Donors and Recipient Organizations, with the following statements on its activities as Administrative Agent:

- (a) Certified annual financial statement ("Source and Use of Funds" as defined by UNDG guidelines) to be provided no later than five months (31 May) after the end of the calendar year; and
- (b) Certified final financial statement ("Source and Use of Funds") to be provided no later than seven months (31 July) of the year following the financial closing of the Trust Fund.

4. Consolidated reports and related documents will be posted online on the Trust Fund webpage on the MPTF Office GATEWAY.

#### **Section IV** **Monitoring and Evaluation**

1. Monitoring and evaluation of the Projects will be undertaken by the respective Recipient Organizations in accordance with the provisions contained in the approved Projects, which are to be consistent with the respective regulations, rules and procedures of the Recipient Organizations.

2. In addition, the Trust Fund Management Committee may request an independent evaluation, assessment or review of the Trust Fund operations.

3.

#### **Section V** **Audit**

1. The Administrative Agent and Recipient Organizations will be audited in accordance with their own Financial Regulations and Rules.

## **Section VI** **Communication**

1. The Administrative Agent in consultation with the Trust Fund Management Committee will ensure that decisions regarding the review and approval of the Trust Fund, as well as periodic reports on the progress of implementation of the Trust Fund, including associated external evaluations are posted online on the Trust Fund webpage on the MPTF Office GATEWAY, where appropriate. Such reports and documents may include Trust Fund Management Committee approved programmes and programmes awaiting approval, fund level annual financial and progress reports and external evaluations, as appropriate.

## **Section VII** **Expiration, Modification and Termination**

1. This Memorandum of Understanding will expire upon winding up of the Trust Fund, subject to the continuance in force of paragraph 4 below for the purposes therein stated, unless terminated earlier by either party, upon thirty (30) days prior written notice to the other party.
2. This Memorandum of Understanding may be modified only by written agreement between the Participants.
3. The Administrative Agent's appointment shall terminate upon termination of the Trust Fund, subject to the continuance in force of paragraph 4 below for the purpose therein stated, unless such appointment is terminated earlier by the United Nations.
4. Obligations assumed by the Parties under this MOU will survive the expiration or termination of this MOU to the extent necessary to permit the orderly conclusion of the activities or transfer of such activities to the United Nations. Any balance remaining in the Trust Fund Account shall be transferred to the United Nations or used for a purpose mutually agreed upon by the United Nations and the Administrative Agent. Any balance remaining in the individual Recipient Organizations' separate ledger accounts shall be used for a purpose mutually agreed upon by the Trust Fund Management Committee or returned to Donors in proportion to their contribution to the Trust Fund as agreed upon by the Trust Fund Management Committee and Donors.

## **Section VIII** **Notices**



1. Any action required or permitted to be taken under this Memorandum of Understanding may be taken on behalf of the United Nations, by the Trust Fund Management Committee Chair, or his or her designated representative, and on behalf of the Administrative Agent by the Executive Coordinator of the MPTF Office, or his designated representative.

2. Any notice or request required or permitted to be given or made in this Memorandum of Understanding will be in writing to the Trust Fund Management Committee Chair and to the Executive Coordinator of the MPTF Office, UNDP. Such notice or request will be deemed to be duly given or made when it will have been delivered by hand, mail or any other agreed means of communication to the party to which it is required to be given or made, at such party's address specified in ANNEX C to this Memorandum of Understanding or at such party's address as the party will have specified in writing to the party giving such notice or making such request.

### **Section IX** **Entry into Effect**

1. This Memorandum of Understanding will come into effect upon signature by authorized officials of the Participants and will continue in full force and effect until it is expired or terminated.

### **Section X** **Settlement of Disputes**

1. The Parties will use their best efforts to amicably settle any dispute, controversy or claim arising out of this Memorandum of Understanding or the breach, termination or invalidity thereof. Should the Parties not be in a position to find a mutually acceptable solution, after full and careful consideration by the Administrator of UNDP and the Senior UN System Coordinator for Ebola, the matter shall be deferred to the Secretary-General of the United Nations for resolution.

**IN WITNESS WHEREOF**, the undersigned, duly authorized representatives of the respective Participants, have signed this Memorandum of Understanding in English in two copies.

*For UNDP*

Signature: (signed)

Name: s 47F(1)

Title: Executive Coordinator, MPTF Office

Place: New York

Date: 22 September 2014

*For the United Nations*

Signature: (signed)

Name: s 47F(1)

Title: Senior UN System Coordinator for Ebola

Place: New York

Date: 22 September 2014

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ANNEX A: Terms of Reference of the Ebola Response Multi-Partner Trust Fund

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ANNEX B: Standard Administrative Arrangement between the Donor and the  
Administrative Agent

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ANNEX C: Notices

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ANNEX C

NOTICE

*For the United Nations:*

Name: s 47F(1)

Title: Senior UN System Coordinator for Ebola

Address:

Telephone: s 47F(1)

Facsimile: +

Electronic mail: s 47F(1)

*For the UNDP Administrative Agent:*

Name: s 47F(1)

Title: Executive Coordinator, MPTF Office

Address: s 47F(1)

Telephone: s 47F(1)

Facsimile:

Electronic mail: s 47F(1)